

AARON N. COLBY (State Bar No. 247339)
aaron@colbylegal.com
ZOE YUZNA (State Bar No. 268496)
zoe@colbylegal.com
COLBY LAW FIRM, PC
13263 Ventura Boulevard, Suite 203
Studio City, California 91604
Telephone: (818) 253-1599
Fax: (818) 475-1981

Attorneys for Plaintiff
SAMEENA MATLOOB

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

Assigned for All Purposes Judge Randall J. Sherman

SAMEENA MATLOOB, an individual,

Plaintiff,

vs.

TITAN MUTUAL LENDING, INC., a
corporation; SEAN WILSON, an individual;
and DOES 1 through 20 inclusive,

Defendant.

Case No. 30-2022-01261880-CU-WT-CXC

PLAINTIFF’S COMPLAINT FOR:

1. HARASSMENT (GOV’T CODE § 12940(j))
2. WRONGFUL TERMINATION (TORT)
3. DISCRIMINATION (GOV’T CODE § 12940(a))
4. RETALIATION FOR HARASSMENT AND/OR DISCRIMINATION COMPLAINTS (GOV’T CODE § 12940(h))
5. FAILURE TO PREVENT (GOV’T CODE § 12940(k))
6. RETALIATION FOR USING PAID SICK LEAVE (LABOR CODE § 246.5(c))
7. RETALIATION FOR REFUSING AND/OR COMPLAINING ABOUT ILLEGAL CONDUCT (LABOR CODE § 1102.5)

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8. FAILURE TO PAY OVERTIME
(LABOR CODE §§ 510, 1194, 1198,
1199)
 9. FAILURE TO PROVIDE MEAL
BREAKS (LABOR CODE §§ 226.7 AND
512)
 10. FAILURE TO AUTHORIZE AND
PERMIT REST BREAKS (LABOR
CODE § 226.7)
 11. FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS (LABOR CODE
§ 226(a))
 12. FAILURE TO PAY WAGES OWED
TIMELY (LABOR CODE §§ 201-203)
 13. PRIVATE ATTORNEY’S GENERAL
ACT (LABOR CODE § 2698)
- JURY TRIAL DEMANDED

Plaintiff SAMEENA MATLOOB (“Plaintiff”) alleges as follows against Defendants TITAN MUTUAL LENDING, INC., SEAN WILSON, and DOES 1 through 20 inclusive (“Defendants”):

PARTIES | JURISDICTION | VENUE

1. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.

2. Defendant TITAN MUTUAL LENDING, INC. (“Defendant Titan”) is a corporation with its principal place of business located at 250 Commerce, Suite 220, Irvine, California 92602.

3. Defendant SEAN WILSON (“Defendant Wilson”) is an individual residing in California, employed by Defendant Titan as its President.

4. This Court has personal jurisdiction over Defendants because they reside in and conduct business in the State of California.

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1 5. Under California Code of Civil Procedure section 395(a), venue is proper in this
2 county because Defendants reside in this County and/or Plaintiff's injuries alleged herein occurred
3 in this County.

4 6. The true names and capacities of the defendants named herein as Does 1 through 20,
5 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who
6 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
7 § 474. Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend
8 this Complaint to show such true names and capacities when they have been determined.
9 Defendants and Doe Defendants are collectively referred to as "Defendant," "Defendants" or
10 "Defendant Employers".

11 7. Plaintiff believes that at all times relevant herein, each defendant designated,
12 including Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint
13 venture, representative, manager, servant, employee, and/or co-conspirator of each of the other
14 defendants, and was at all times mentioned herein acting within the course and scope of said agency
15 and employment, and that all acts or omissions alleged herein were duly committed with the
16 ratification, knowledge, permission, encouragement, authorization, and consent of each defendant
17 designated herein.

18 8. Defendants, and each of them, acted in concert with one another to commit the
19 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in
20 the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government
21 Code §12940(i). Defendants, and each of them, formed and executed a conspiracy or common
22 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
23 alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually
24 causing Plaintiff harm.

25 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

26 9. **FEHA Claims.** On January 6, 2022, through counsel, Plaintiff filed a complaint
27 against Defendant Titan with the California Department of Fair Employment & Housing ("DFEH")
28 alleging the claims herein and Plaintiff received a "Right to Sue" letter from the DFEH the same

1 day. On May 18, 2022, through counsel, Plaintiff filed an amended complaint against Defendant
2 Titan and Defendant Wilson (adding Defendant Wilson) with the DFEH alleging the claims herein
3 and Plaintiff received a “Right to Sue” letter from the DFEH the same day.

4 10. **PAGA Claims.** On January 6, 2022, Plaintiff’s counsel submitted a letter to the
5 California Labor & Workforce Development Agency (“LWDA”) via the California Department of
6 Industrial Relations’ “PAGA Filing” website, and Plaintiff’s counsel mailed a copy of the letter to
7 Defendant Titan via USPS Certified Mail. The letter contains the specific provisions of the
8 California Labor Code violated by Defendants, as well as the facts and theories in support of
9 Plaintiff’s claims. Sixty-five (65) days have passed since Plaintiff notified the LWDA and
10 Defendant Titan of these violations and thus, the statutory time period for the LWDA to investigate
11 and/or respond and for Defendants to respond has concluded. Accordingly, Plaintiff has exhausted
12 the administrative requirements for bringing Plaintiff’s PAGA claim.

13 **FACTUAL ALLEGATIONS**

14 11. **Defendants.** Defendant Titan Mutual Lending, Inc. operates “a disruptive full-
15 service mortgage bank that is constantly innovative in all facets of the mortgage industry” at 250
16 Commerce, Suite 220, Irvine, California 92602 (the “worksite”).

17 12. Defendant Sean Wilson is (and at all times relevant herein was) employed by
18 Defendant Titan as its President.

19 13. **Plaintiff’s Hire.** On or about September 14, 2020, Defendants hired Plaintiff
20 Sameena Matloob, a Pakistani woman, as an employee in the job position of Operations Assistant
21 to work at the worksite.

22 14. Throughout Plaintiff’s employment, Plaintiff was an exemplary employee, until her
23 wrongful termination on June 17, 2021.

24 15. **Plaintiff’s Job Details.** Throughout Plaintiff’s employment, Plaintiff’s job duties
25 included sending out initial and closing disclosures, employment verification, and transfer letters to
26 clients of Defendants.

27 16. Throughout Plaintiff’s employment, Plaintiff reported to Karina Zepeda (Director of
28 Closing), Caroline Mucino (SVP Operations), and Sean Wilson (President).

17. Throughout Plaintiff's employment, Plaintiff's work schedule was typically Monday through Friday, 8:30 a.m. to 5:30 p.m.

18. **Plaintiff's Pay.** Throughout Plaintiff's employment, Defendants classified Plaintiff as a "non-exempt" employee, paying Plaintiff \$22.00 per hour, along with the cash payment detailed below.

19. Throughout her employment, Plaintiff witnessed, experienced, and complained about Labor Code violations and harassment at the worksite. In response, Defendants fired Plaintiff.

20. **Cash Payments.** On top of Plaintiff's \$22.00 per hour compensation through payroll, Defendants paid Plaintiff an additional \$2.00 per hour "under-the-table" in cash. Plaintiff received this cash payment from Sean Wilson. Defendants pay other employees "under-the-table" in cash as well.

21. **Nepotism and Tax Avoidance/Fraud.** Early in her employment, Plaintiff became aware that Defendants were paying the wife of Defendant Titan's President Sean Wilson, even though Mr. Wilson's wife performed no services for Defendants. Exhibit 1. This is because Sean Wilson owes money to the IRS and wants to avoid being on payroll himself.

22. **Sexual Harassment.** Throughout Plaintiff's employment, Sean Wilson (President) sexually harassed Plaintiff. Sean Wilson repeatedly asked Plaintiff to be his "sugar baby" and would ask Plaintiff out on dates. Sean Wilson made these and similar harassing comments to Plaintiff nearly every time she went to him to pick up her cash payment at the end of the pay period.

23. **Plaintiff Complains to Human Resources.** On or about June 4, 2021, Plaintiff complained to Edith Crotty (Human Resources Manager) about the illegal harassment, nepotism, tax avoidance/fraud, cash payments, and overall improper abuse of power and dysfunction at the worksite. Exhibit 2. Before the meeting, Plaintiff had sent emails to Edith Crotty about the harassment and received no response.

24. Other employees of Defendants have complained about harassment: Ann-Marie Vargas quit after Victor Loo (CEO) was harassing her after work hours; and Sonya Guzman complained about Sean Wilson (President) and John Presto harassing her, including on a work trip. Defendants foster a culture that tolerates workplace harassment.

1 25. **Plaintiff Complains About The Paid Sick Policy.** On or about June 16, 2021,
2 Plaintiff emailed Human Resources questioning why her accrued paid sick leave hours dropped
3 from 21 hours to -1.4 hours after taking only one day of approved paid sick leave. Edith Crotty
4 responded that Plaintiff's amount was correct per a new PTO policy purportedly implemented May
5 1, 2020. Plaintiff continued to object to this interpretation as her accrual showed the amount under
6 the old policy when she used the paid sick leave. Exhibit 3.

7 26. **Plaintiff Complains About Mandatory Overtime.** On or about June 17, 2021, in
8 response to an email from Defendants about the implementation of a new mandatory overtime
9 policy, Plaintiff emailed Edith Crotty to question it. Plaintiff raised her concerns about the
10 ambiguities of the new policy going forward and whether it amounted to having to be on-call to
11 always be ready to work late. Exhibit 4. In response, Plaintiff was fired.

12 27. **Wrongful Termination (Discrimination & Retaliation).** On or about June 17,
13 2021, Defendants fired Plaintiff. Karina Zepeda (Director of Closing) called Plaintiff into Victor
14 Loo's office with Edith Crotty sitting in Victor Loo's chair and said: "*upper management no longer*
15 *needs you -- what do you have on your desk that you need?*" They walked Plaintiff out and did not
16 give her a final paycheck. Plaintiff was not given a termination notice with the reason in writing.

17 28. In reality, a substantial motivating reason for Defendants' decision to terminate
18 Plaintiff's employment was Plaintiff's protected classes (sex, race) and/or protected conduct
19 (complaints about harassment violating the Fair Employment and Housing Act and Labor Code
20 violations), as alleged herein. Other similarly situated employees who are not in the same protected
21 classes as Plaintiff and/or who did not engage in the same or similar protected conduct as Plaintiff
22 did engage in actions similar to Plaintiff and were not terminated for such actions.

23 29. As part of Plaintiff's claim for unemployment insurance benefits, Defendants
24 provided to the Employment Development Department a new explanation for firing Plaintiff.
25 Defendants told the EDD that they fired Plaintiff "because she stopped or left work without
26 permission." Exhibit 5. Defendants' shifting reasons for Plaintiff's termination is evidence that the
27 reason for Plaintiff's termination was pretext for illegal discrimination and retaliation.

28 30. Defendants did not provide Plaintiff her final wages until July 13, 2021.

1 31. **Off-The-Clock Work.** Throughout Plaintiff's employment, Defendants failed to
2 pay Plaintiff for all time worked. The off-the-clock work included, among other things, working
3 during breaks, such as continuing work during a meal or rest break.

4 32. **Overtime Work.** In addition to off-the-clock work that qualified as overtime pay,
5 throughout Plaintiff's employment, Defendants failed to pay Plaintiff for all time worked at the
6 overtime rate of pay. Defendants failed to pay Plaintiff the proper overtime rate of pay insofar as
7 Defendants did not include the cash payments in the overtime rate of pay calculation.

8 33. **Meal Break Violations.** Throughout Plaintiff's employment Defendants failed to
9 provide Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by
10 law. For instance, among other things according to proof:

11 34. Plaintiff did not get meal breaks at all.

12 35. Plaintiff was forced to work throughout Plaintiff's meal breaks, as others did in her
13 department, particularly when loans needed to be processed.

14 36. Plaintiff was forced to answer work-related inquiries throughout Plaintiff's meal
15 breaks.

16 37. Defendants automatically deducted unpaid meal break time from Plaintiff's time
17 worked even though Plaintiff performed work during such time.

18 38. Plaintiff's meal breaks were not timely.

19 39. Plaintiff's meal breaks were interrupted.

20 40. Plaintiff's meal breaks were less than the full 30 minutes.

21 41. Defendants' company-wide understaffing arising from labor budget policies and
22 subsequent failure to provide adequate break coverage prevented Plaintiff from taking compliant
23 meal breaks. As a result of these practices and/or policies, Plaintiff was "on-call" and required to
24 continue to perform duties without being able to take a timely, compliant meal break. Thus, Plaintiff
25 had to work through part or all of Plaintiff's meal breaks, had meal breaks interrupted, and/or wait
26 extended breaks of time before taking meal breaks.

27 42. Defendants maintained a facially non-compliant meal break policy that did not
28 provide Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by

1 law. Plaintiff worked more than six (6) hours without being relieved of Plaintiff's duties to take a
2 meal break. Defendants regularly required Plaintiff to continue working and failed to provide meal
3 break coverage for her, thereby preventing Plaintiff from taking timely, uninterrupted meal breaks
4 to which Plaintiff was entitled. Defendants did not provide Plaintiff with second 30-minute meal
5 breaks on days that she worked in excess of 10 hours.

6 43. Defendants required Plaintiff to always record meal breaks, even when meal breaks
7 were never taken, or were late, short, and/or interrupted. As a result, 30-minute meal breaks were
8 deducted from Plaintiff's time records for hours Plaintiff actually spent working. This is a form of
9 off-the-clock work that Plaintiff performed.

10 44. Defendants have engaged in a company-wide practice and/or policy to not pay meal
11 break premiums owed when compliant meal breaks are not provided. If and when Defendants did
12 attempt to pay meal break premiums owed when compliant meal breaks were not provided,
13 Defendants paid at less than the legally required rate of pay. Defendants, therefore, failed to provide
14 Plaintiff compliant meal breaks and failed to pay the full meal break premiums due.

15 45. **Rest Break Violations.** Throughout Plaintiff's employment, Defendants failed to
16 authorize and permit Plaintiff to take a 10-minute rest break per each four (4) hour period worked
17 or a major fraction thereof, according to proof. For instance, among other things:

18 46. Plaintiff did not get rest breaks at all.

19 47. Plaintiff was forced to work throughout Plaintiff's rest breaks.

20 48. Plaintiff was forced to answer work-related inquiries throughout Plaintiff's rest
21 breaks.

22 49. Plaintiff was "on-call" during rest breaks.

23 50. Plaintiff's rest breaks were not timely.

24 51. Plaintiff's rest breaks were interrupted.

25 52. Plaintiff's rest breaks were less than the full 10 minutes.

26 53. Defendants required Plaintiff to remain on premises at the worksite during rest
27 breaks.

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1 54. Defendants' labor budget policies and resultant understaffing prevented Plaintiff
2 from being relieved of all duties to take compliant rest breaks. Defendants had no policy of
3 scheduling rest breaks for employees, which further impeded and prevented Plaintiff from taking
4 rest breaks. As a result of Defendants' understaffing and failure to schedule rest breaks, Plaintiff
5 worked shifts in excess of 3.5 hours, in excess of six (6) hours, and in excess of 10 hours without
6 receiving all uninterrupted 10-minute rest breaks to which Plaintiff was entitled.

7 55. Defendants maintained a facially non-compliant rest break policy that did not permit
8 and authorize employees to take a second rest break for shifts from six (6) to 10 hours in length. To
9 the extent there is a policy, Defendants' written rest break policy only authorizes employees to take
10 a 10-minute rest break for every four (4) hours worked. As such, Defendants' written rest break
11 policy does not permit and authorize Plaintiff to take second and third rest breaks for shifts six (6)
12 to 10 hours in length or shifts 10 to 14 hours in length, respectively. Defendants' non-compliant
13 rest break policy impeded and prevented Plaintiff from taking rest breaks. Plaintiff regularly
14 worked shifts in excess of six (6) hours and did not receive the two (2) uninterrupted rest breaks.
15 Plaintiff's rest breaks were regularly interrupted by work demands due to the lack of break
16 coverage.

17 56. Defendants have engaged in a company-wide practice and/or policy to not pay rest
18 break premiums owed when compliant rest breaks are not provided. If and when Defendants did
19 attempt to pay rest break premiums owed when compliant rest breaks were not provided,
20 Defendants paid at less than the legally required rate of pay. Defendants, therefore, failed to provide
21 Plaintiff compliant rest breaks and failed to pay the full rest break premiums due.

22 57. **Wage Statements.** Throughout Plaintiff's employment, Defendants knowingly and
23 intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements
24 because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours
25 worked; number of hours worked at each hourly rate; net wages earned; and gross wages earned.

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1 58. **Final Pay.** Defendants failed to pay Plaintiff all wages owed to Plaintiff
2 immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such
3 as: overtime wages; meal and rest period premium wages; and all wages owed for the final day of
4 work, as alleged herein.

5 **FIRST CAUSE OF ACTION**

6 **HARASSMENT AND HOSTILE WORK ENVIRONMENT IN VIOLATION OF**
7 **CALIFORNIA GOV'T CODE SECTION 12490(j)**

8 **(Against All Defendants)**

9 59. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

10 60. At all times mentioned herein, California Government Code § 12940 *et seq.* was in
11 full force and effect and was binding on Defendants, as they regularly employ five (5) or more
12 persons.

13 61. California Government Code § 12940(j)(1) makes it unlawful for "an employer . . .
14 or any other person, because of race, religious creed, color, national origin, ancestry . . . to harass
15 an employee."

16 62. California Government Code § 12940(j)(3) provides for individual liability on the
17 part of the supervisor for such harassment: "An employee of an entity subject to this subdivision
18 is personally liable for any harassment prohibited by this section that is perpetrated by the employee,
19 regardless of whether the employer or covered entity knows or should have known of the conduct
20 and fails to take immediate and appropriate corrective action."

21 63. California laws also provides for strict liability on the part of the employer for such
22 harassment by a supervisor. *See Myers v. Trendwest Resorts, Inc.*, 148 Cal. App. 4th 1403, 1419
23 (2007).

24 64. The operative regulations promulgated by California's Department of Fair
25 Employment and Housing, specifically defines "harassment" to include "(A) Verbal harassment,
26 e.g., epithets, derogatory comments or slurs on a basis enumerated in the Act." Cal. Code of Regs.,
27 tit. 2, § 11019(b).

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65. California Government Code § 12940(j)(3) provides for individual liability on the part of the harassing employee for such harassment: “An employee of an entity subject to this subdivision is personally liable for any harassment prohibited by this section that is perpetrated by the employee, regardless of whether the employer or covered entity knows or should have known of the conduct and fails to take immediate and appropriate corrective action.”

66. Plaintiff was subjected to a hostile work environment harassment based on sex and/or gender as alleged herein (including but not limited to the acts by Defendant Wilson).

67. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to lose, substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this court.

68. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset, distressed, embarrassed, humiliated, and aggravated in a sum in excess of the jurisdictional minimum of this court.

69. The actions alleged herein were taken by managing agents and/or officers of Defendants and/or ratified by managing agents and/or officers of Defendants, including but not limited Sean Wilson, Karina Zepeda and/or Victor Loo. In so doing, said managing agents and/or officers of Defendants acted with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

70. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code § 12965(b).

SECOND CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Against Defendant Titan)

71. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

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1 72. The elements of a claim for wrongful discharge in violation of public policy are (1)
2 an employer-employee relationship, (2) the employer terminated the plaintiff's employment, (3) the
3 termination was substantially motivated by a violation of public policy, and (4) the discharge caused
4 the plaintiff harm. *See Tameny v. Atlantic Richfield Co.*, 27 Cal.3d 167 (1980); *see Yau v. Allen*,
5 229 Cal.App.4th 144, 154 (2014).

6 73. Plaintiff is informed and believes that any one of the alleged violations of California
7 statutes and public policy listed herein was a substantial motivating reason for Plaintiff's
8 termination of employment.

9 74. The actions of Defendants as alleged herein constitute multiple and independent
10 violations (or were reasonably believed by Plaintiff in good faith to constitute multiple and
11 independent violations) of California statutes and public policy, including:

- 12 • **California Government Code § 12940(j) (harassment)** (it is unlawful for "an employer
13 ... or any other person, because of ... sex, gender, ... to harass an employee");
- 14 • **California constitution, Article 1, § 8 (discrimination)** (stating that a "person may not be
15 disqualified from entering or pursuing a business, profession, vocation, or employment
16 because of sex, race, creed, color, or national or ethnic origin....");
- 17 • **California Government Code § 12940(a) (discrimination)** (it is unlawful for "an
18 employer, because of the race, ... color, national origin, ancestry, ... sex, gender, ... of any
19 person, ... to discharge the person from employment ... or to discriminate against the person
20 in compensation or in terms, conditions, or privileges of employment.");
- 21 • **California Government Code § 12940(h) (FEHA retaliation)** (it is unlawful employment
22 practice "for an employer, labor organization, employment agency, or person to discharge,
23 expel, or otherwise discriminate against any person because the person has opposed any
24 practices forbidden under this part");
- 25 • **California Government Code § 12940(k) (failure to prevent)** (making it illegal "For an
26 employer...to fail to take all reasonable steps necessary to prevent discrimination and
27 harassment from occurring.");

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- 1 • **California Labor Code § 246.5(c) (sick leave retaliation)** (“An employer shall not deny
2 an employee the right to use accrued sick days, discharge, threaten to discharge, demote,
3 suspend, or in any manner discriminate against an employee for using accrued sick days,
4 attempting to exercise the right to use accrued sick days, filing a complaint with the
5 department or alleging a violation of this article”); and
- 6 • **California Labor Code § 1102.5(b) (illegal conduct retaliation)** (“An employer ... shall
7 not retaliate against an employee ... because the employer believes that the employee
8 disclosed or may disclose information ... to a person with authority over the employee or
9 another employee who has the authority to investigate, discover, or correct the violation or
10 noncompliance ... if the employee has reasonable cause to believe that the information
11 discloses a violation of state or federal statute, or a violation of or noncompliance with a
12 local, state, or federal rule or regulation, regardless of whether disclosing the information is
13 part of the employee’s job duties.”).

14 75. As a direct and proximate result of the aforesaid acts of Defendants, Plaintiff was
15 harmed, and the termination of employment was a substantial factor in causing Plaintiff’s harm.

16 76. As a direct and proximate result of the aforesaid acts of Defendants, Plaintiff has
17 lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will
18 suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial
19 in excess of the jurisdictional minimum of this Court.

20 77. As a direct and proximate result of the aforesaid acts of Defendants, Plaintiff was
21 and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and
22 aggravated. As a result of the acts of Defendants, Plaintiff suffered harm to their reputation and
23 claims general damages for such mental and physical distress and aggravation in a sum in excess
24 of the jurisdictional minimum of this Court.

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78. The actions alleged herein were taken by managing agents and/or officers of Defendants and/or ratified by managing agents and/or officers of Defendants, including but not limited to Sean Wilson, Karina Zepeda and/or Victor Loo. In so doing, said managing agents and/or officers of Defendants acted with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

THIRD CAUSE OF ACTION

DISCRIMINATION IN VIOLATION OF GOV'T CODE § 12940(a)

(Against Defendant Titan)

79. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

80. At all times mentioned herein, California Government Code § 12940 *et seq.*, was in full force and effect and was binding on Defendants, as they regularly employ five (5) or more persons.

81. California Government Code § 12940(a) makes it unlawful for “an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.”

82. Plaintiff's sex, gender, and/or race was a substantial motivating factor for Defendants' decision to terminate Plaintiff's employment as alleged herein.

83. As a direct and proximate result of the aforesaid acts of Defendants, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

84. As a direct and proximate result of the aforesaid acts of Defendants, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and

1 aggravated. As a result of the aforesaid acts of Defendants, Plaintiff suffered harm to their
2 reputation and claims general damages for such mental and physical distress and aggravation in a
3 sum in excess of the jurisdictional minimum of this Court.

4 85. The actions alleged herein were taken by managing agents and/or officers of
5 Defendants and/or ratified by managing agents and/or officers of Defendants, including but not
6 limited to Sean Wilson, Karina Zepeda and/or Victor Loo. In so doing, said managing agents and/or
7 officers of Defendants acted with oppression, fraud and malice, as those terms are used in California
8 Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

9 86. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced
10 to hire attorneys to prosecute their claims herein, and has incurred and is expected to continue to
11 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
12 fees and costs under California Government Code § 12965(b).

13 **FOURTH CAUSE OF ACTION**

14 **RETALIATION FOR HARASSMENT AND/OR DISCRIMINATION COMPLAINTS IN**
15 **VIOLATION OF GOV'T CODE § 12940(h)**
16 **(Against Defendant Titan)**

17 87. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

18 88. At all times mentioned herein, California Government Code § 12940 *et seq.*, was in
19 full force and effect and was binding on Defendants, as they regularly employ five (5) or more
20 persons.

21 89. California Government Code § 12940(h) makes it unlawful for an "employer ... to
22 discharge, expel, or otherwise discriminate against any person because the person has opposed any
23 practices forbidden under this part or because the person has filed a complaint, testified, or assisted
24 in any proceeding under this part."

25 90. During Plaintiff's employment with Defendants, Plaintiff engaged in protected
26 activities and conduct as alleged herein.

27 91. Defendants took adverse actions against Plaintiff alleged herein, at least in
28 substantial part, in retaliation for Plaintiff's protected activities set forth herein.

92. As a direct and proximate result of the aforesaid acts of Defendants, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

93. As a direct and proximate result of the aforesaid acts of Defendants, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the acts of Defendants, Plaintiff suffered harm to their reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

94. The actions alleged herein were taken by managing agents and/or officers of Defendants and/or ratified by managing agents and/or officers of Defendants, including but not limited to Sean Wilson, Karina Zepeda and/or Victor Loo. In so doing, said managing agents and/or officers of Defendants acted with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

95. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire attorneys to prosecute their claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code § 12965(b).

FIFTH CAUSE OF ACTION

FAILURE TO PREVENT HARASSMENT AND/OR DISCRIMINATION IN VIOLATION

OF GOV'T CODE § 12940(k)

(Against Defendant Titan)

96. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

97. At all times mentioned herein, California Government Code § 12940 *et seq.*, was in full force and effect and was binding on Defendants, as they regularly employ five (5) or more persons.

98. California Government Code § 12940(k) makes it illegal “For an employer...to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.”

1 99. Defendants failed to take all reasonable steps necessary to prevent the discrimination
2 that Plaintiff suffered, as alleged herein, and other conduct according to proof.

3 100. As a direct and proximate result of the aforesaid acts of Defendants, Plaintiff has
4 lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will
5 suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial
6 in excess of the jurisdictional minimum of this Court.

7 101. As a direct and proximate result of the aforesaid acts of Defendants, Plaintiff was
8 and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and
9 aggravated. As a result of the aforesaid acts of Defendants, Plaintiff suffered harm to their
10 reputation and claims general damages for such mental and physical distress and aggravation in a
11 sum in excess of the jurisdictional minimum of this Court.

12 102. The actions alleged herein were taken by managing agents and/or officers of
13 Defendants and/or ratified by managing agents and/or officers of Defendants, including but not
14 limited to Sean Wilson, Karina Zepeda and/or Victor Loo. In so doing, said managing agents and/or
15 officers of Defendants acted with oppression, fraud and malice, as those terms are used in California
16 Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

17 103. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced
18 to hire attorneys to prosecute their claims herein, and has incurred and is expected to continue to
19 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
20 fees and costs under California Government Code § 12965(b).

21 **SIXTH CAUSE OF ACTION**

22 **RETALIATION FOR USING PAID SICK LEAVE IN VIOLATION OF**

23 **LABOR CODE § 246.5(c)**

24 **(Against Defendant Titan)**

25 104. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

26 105. California Labor Code § 246.6(c)(1) states that an "employer shall not deny an
27 employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or
28 in any manner discriminate against an employee for using accrued sick days, attempting to exercise

1 the right to use accrued sick days, filing a complaint with the department or alleging a violation of
2 this article, cooperating in an investigation or prosecution of an alleged violation of this article, or
3 opposing any policy or practice or act that is prohibited by this article.”

4 106. California Labor Code § 246.6(c)(1) states there “shall be a rebuttable presumption
5 of unlawful retaliation if an employer denies an employee the right to use accrued sick days,
6 discharges, threatens to discharge, demotes, suspends, or in any manner discriminates against an
7 employee within 30 days of any of the following: ... (C) Opposition by the employee to a policy,
8 practice, or act that is prohibited by this article.”

9 107. Plaintiff is informed and believes that Plaintiff’s protected conduct related to paid
10 sick leave as alleged herein was a contributing factor in Defendants’ decision to terminate Plaintiff’s
11 employment, and Plaintiff alleges that Defendants’ conduct was a substantial factor in causing
12 Plaintiff’s harm as alleged herein.

13 108. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to
14 lose, substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will
15 suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial.

16 109. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset,
17 distressed, embarrassed, humiliated, and aggravated in a sum to be proven at the time of trial.

18 110. Pursuant to California Labor Code §§ 200, 218, and 218.5, Plaintiff is entitled to
19 recover the full amount of Plaintiff’s unpaid wages, penalties, reasonable attorneys’ fees, and costs
20 of suit.

21 111. The actions alleged herein were taken by managing agents and/or officers of
22 Defendants, including but not limited to Sean Wilson, Karina Zepeda and/or Victor Loo ratified by
23 managing agents and/or officers of Defendants. In so doing, Defendants acted with oppression,
24 fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is
25 entitled to an award of punitive damages.

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SEVENTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE § 1102.5

(Against Defendant Titan)

112. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

113. California Labor Code § 1102.5(a) states that an “employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

114. California Labor Code § 1102.5(b) states that an “employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, to a government or law enforcement agency, or because the employer believes that the employee disclosed or may disclose information . . . to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance . . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

115. California Labor Code § 1102.5(c) states that an “employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

116. California Labor Code § 1102.5(d) states that an “employer, or any person acting on behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment.”

1 117. Plaintiff is informed and believes that Plaintiff's protected conduct as alleged herein
2 was a contributing factor in Defendants' decision to terminate Plaintiff's employment, and Plaintiff
3 alleges that Defendants' conduct was a substantial factor in causing Plaintiff's harm as alleged
4 herein.

5 118. Plaintiff reasonably believed and continues to believe that each of Plaintiff's
6 complaints related to illegal actions taken by Defendants.

7 119. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to
8 lose, substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will
9 suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial.

10 120. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset,
11 distressed, embarrassed, humiliated, and aggravated in a sum to be proven at the time of trial.

12 121. California Labor Code § 1102.5(f) states that in "addition to other penalties, an
13 employer that is a corporation or limited liability company is liable for a civil penalty not exceeding
14 ten thousand dollars (\$10,000) for each violation of this section."

15 122. California Labor Code § 1102.5(j) states that the "court is authorized to award
16 reasonable attorney's fees to a plaintiff who brings a successful action for a violation of these
17 provisions." Plaintiff will continue to incur attorneys' fees in the pursuit of this action. As such,
18 Plaintiff is entitled to an award of reasonable attorneys' fees.

19 123. The actions alleged herein were taken by managing agents and/or officers of
20 Defendants, including but not limited to Sean Wilson, Karina Zepeda, Victor Loo and/or ratified by
21 managing agents and/or officers of Defendants. In so doing, Defendants acted with oppression,
22 fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is
23 entitled to an award of punitive damages.

24 **EIGHTH CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF**
26 **LABOR CODE §§ 510, 1194, 1198, 1199 AND WAGE ORDER**
27 **(Against Defendant Titan)**

28 124. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

1 125. At all relevant times, Plaintiff was subject to the provisions of the California
2 Industrial Welfare Commission's Wage Orders and California Labor Code.

3 126. The applicable Industrial Welfare Commission Wage Order provides that: "(A)
4 Daily Overtime – General Provisions. (1) The following overtime provisions are applicable to
5 employees 18 years of age or over and to employees 16 or 17 years of age who are not required by
6 law to attend school and are not otherwise prohibited by law from engaging in the subject work.
7 Such employees shall not be employed more than eight (8) hours in any workday or more than 40
8 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's
9 regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor
10 constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6)
11 days in any workweek is permissible provided the employee is compensated for such overtime at
12 not less than: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours
13 worked In excess of eight (8) hours up to and including twelve (12) hours in any workday, and for
14 the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.; and
15 (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any
16 workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day
17 of work in a workweek. (c) The overtime rate of compensation required to be paid to a nonexempt
18 full-time salaried employee shall be computed by using the employee's regular hourly salary as one
19 fortieth (1/40) of the employee's weekly salary.

20 127. California Labor Code § 510 provides that: (a) Eight hours of labor constitutes a
21 day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours
22 in any one workweek and the first eight hours worked on the seventh day of work in any one
23 workweek shall be compensated at the rate of no less than one and one-half times the regular rate
24 of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the
25 rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess
26 of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than
27 twice the regular rate of pay of an employee.

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1 128. California Labor Code § 1194 provides in relevant part: (a) Notwithstanding any
2 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or
3 the legal overtime compensation applicable to the employee is entitled to recover in a civil action
4 the unpaid balance of the full amount of this minimum wage or overtime compensation, including
5 interest thereon, reasonable attorney's, and costs of suit.

6 129. California Labor Code § 218.5 provides in relevant part: In any action brought for
7 the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the
8 court shall award reasonable attorney's fees and costs to the prevailing party if any party to the
9 action requests attorney's fees and costs upon the initiation of the action.

10 130. At all relevant times, throughout Plaintiff's employment, Plaintiff regularly and with
11 Defendants' knowledge worked more than eight (8) hours in working day.

12 131. Defendants did not pay 1 ½ times the legal minimum hourly wage rate for all the
13 hours worked over eight (8) hours in a work day and/or 40 hours in a work week, and Defendants
14 did not pay two times the legal minimum hourly rate for all the hours worked over twelve (12) hours
15 in a work day as alleged herein.

16 132. During the relevant time period, Defendants intentionally and willfully failed to pay
17 for all hours Defendants suffered and/or permitted Plaintiff to work, including for overtime hours.

18 133. Plaintiff alleges that wages are due to Plaintiff for all hours worked during which
19 Plaintiff was not paid proper overtime wages pursuant California Labor Code §§ 510 and 1194 and
20 all applicable laws, rules, orders, requirements and regulations.

21 134. Plaintiff demands all applicable reimbursements, interest and penalties for lost
22 overtime wages.

23 135. Plaintiff further demands reasonable attorneys' fees and costs of suit pursuant to
24 California Labor Code §§ 218.5, 1194, and any other applicable statute or regulation.

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1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 226.7,**
3 **512 AND WAGE ORDER**

4 **(Against Defendant Titan)**

5 136. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

6 137. At all relevant times, Plaintiff was subject to the provisions of the California
7 Industrial Welfare Commission's Wage Orders and California Labor Code.

8 138. California Labor Code § 512(a) states (in relevant part): "An employer may not
9 employ an employee for a work period of more than five hours per day without providing the
10 employee with a meal period of not less than 30 minutes, except that if the total work period per
11 day of the employee is no more than six hours, the meal period may be waived by mutual consent
12 of both the employer and employee."

13 139. The applicable Industrial Welfare Commission Wage Order provides that: No
14 employer shall employ any person for a work period of more than five (5) hours without a meal
15 period of not less than 30 minutes, except that when a work period of not more than six (6) hours
16 will complete the day's work the meal period may be waived by mutual consent of the employer
17 and the employee.

18 140. California Labor Code § 226.7(b) provides: If an employer fails to provide an
19 employee a meal period or rest period in accordance with an applicable order of the Industrial
20 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
21 employee's regular rate of compensation for each work day that the meal or rest period is not
22 provided.

23 141. During the relevant time period, Defendants worked Plaintiff more than five hours
24 per day without an off-duty, timely, and/or uninterrupted 30-minute meal period as required by
25 California Labor Code § 512 and the applicable Industrial Welfare Commission Wage Order.
26 During the relevant time period, Plaintiff worked more than six (6) hours in a workday and did not
27 waive their right to their meal period by mutual consent. Defendants' policy and practice was not
28 to compensate Plaintiff with the full amount of pay due and owing as required by California Labor

Code § 226.7, and the applicable Industrial Welfare Commission order (i.e., one hour of pay per day per lunch period at the employee's regular rate of compensation).

142. Plaintiff demands all applicable reimbursements, interest and penalties for their lost wages.

143. Plaintiff demands reasonable attorneys' fees and costs of suit pursuant to California Labor Code §§ 218.5, 1194, and any other applicable statute or regulation.

TENTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS IN VIOLATION OF LABOR CODE § 226.7 AND WAGE ORDER 4-2001

(Against Defendant Titan)

144. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

145. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

146. California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California Industrial Welfare Commission.

147. The applicable Industrial Welfare Commission Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3 ½) hours."

148. Defendants' conduct violates applicable Wage Orders and California Labor Code § 226.7. During the relevant time period, Defendants required Plaintiff to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked. During the relevant time period, Defendants willfully required Plaintiff to work during rest periods and failed to pay Plaintiff the full rest period premium for work performed during rest periods. During the relevant time period, Defendants failed to pay Plaintiff the full rest period premium due pursuant to California Labor Code § 226.7.

1 149. Pursuant to the applicable Industrial Welfare Commission Wage Order and
2 California Labor Code § 226.7(b), Plaintiff is entitled to recover from Defendants one additional
3 hour of pay at the employee's regularly hourly rate of compensation for each work day that the rest
4 period was not provided.

5 **ELEVENTH CAUSE OF ACTION**

6 **FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS IN VIOLATION OF**

7 **LABOR CODE § 226(a)**

8 **(Against Defendant Titan)**

9 150. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

10 151. At all relevant times, Plaintiff was subject to the provisions of the California
11 Industrial Welfare Commission's Wage Orders and California Labor Code.

12 152. California Labor Code § 226(a) provides that every employer shall furnish each of
13 their employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total
14 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece
15 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
16 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
17 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
18 employee and their or their social security number, (8) the name and address of the legal entity that
19 is the employer, and (9) all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate by the employee.

21 153. California Labor Code § 226(e)(1) provides that "[a]n employee suffering injury as
22 a result of a knowing and intentional failure by an employer to comply with subdivision (a) is
23 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
24 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
25 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
26 entitled to an award of costs and reasonable attorney's fees."

27 154. California Labor Code § 226.3 provides that "Any employer who violates
28 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty

1 dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)
2 per employee for each violation in a subsequent citation, for which the employer fails to provide
3 the employee a wage deduction statement or fails to keep the records required in subdivision (a) of
4 Section 226. The civil penalties provided for in this section are in addition to any other penalty
5 provided by law.”

6 155. Plaintiff has suffered injury and damage to their statutory-protected rights as
7 Defendants intentionally and willfully failed to provide Plaintiff with complete and accurate wage
8 statements as alleged herein. The deficiencies include, but are not limited to the failure to include:
9 total hours worked by the employee; the inclusive dates of the period for which the employee is
10 paid; the name of the employee and their social security number; the name and address of the legal
11 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate by the employee.

13 156. Plaintiff is entitled to recover from Defendants the greater of their actual damages
14 caused by Defendants’ failure to comply with California Labor Code § 226(a), or pursuant to
15 California Labor Code § 226(e), an aggregate penalty not exceeding four thousand dollars per
16 employee, and an award of costs and reasonable attorney’s fees.

17 **TWELFTH CAUSE OF ACTION**

18 **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION IN VIOLATION OF**
19 **LABOR CODE §§ 201-203**
20 **(Against Defendant Titan)**

21 157. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

22 158. At all relevant times, Plaintiff was subject to the provisions of the California
23 Industrial Welfare Commission’s Wage Orders and California Labor Code.

24 159. California Labor Code §§ 201 and 203 provide that if an employer discharges an
25 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

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1 160. California Labor Code § 203 provides that if an employer willfully fails to pay
2 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
3 a penalty from the due date thereof at the same rate until paid or until an action is commenced; but
4 the wages shall not continue for more than thirty (30) days.

5 161. As alleged herein, Defendants intentionally and willfully failed to pay Plaintiff all
6 wages, earned and unpaid, immediately upon discharge. Defendants' failure in this regard
7 violates California Labor Code §§ 201 and 203.

8 162. On information and belief, Plaintiff alleges that Defendants' failure to pay Plaintiff
9 all wages earned upon their discharge in accordance with Labor Code § 201 was willful. At all
10 times relevant, Defendants had the ability to pay all earned and unpaid wages in accordance with
11 Labor Code § 201 but intentionally chose not to comply.

12 163. Pursuant to Labor Code §§ 203 and 218.5, Plaintiff is entitled to recover the full
13 amount of their unpaid wages, waiting time penalties, reasonable attorneys' fees, and costs of suit.
14 Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties under
15 Labor Code § 218.6 and/or Civil Code § 3287(a).

16 **THIRTEENTH CAUSE OF ACTION**

17 **PAGA REPRESENTATIVE ACTION FOR PENALTIES PER LABOR CODE § 2698**

18 **(Against Defendant Titan)**

19 164. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

20 165. Under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
21 §§ 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code. These
22 penalties are in addition to any other relief available under the Labor Code. As set forth above,
23 Defendants have committed numerous violations of the Labor Code against Plaintiff, including but
24 not limited to:

25 166. **Labor Code §§ 201, 201.5, 202, 203.** Failure to pay all wages immediately upon
26 termination or within 72 hours after notice of separation.

27 167. **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in
28 Labor Code §§ 204(a) and 204(b).

- 1 168. **Labor Code § 206.** Failure to pay all undisputedly owed wages.
- 2 169. **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204,
- 3 204b, 204.1, 204.2, 205, 205.5, and/or 1197.5.
- 4 170. **Labor Code § 221.** Failure to not collect and receive owed wages.
- 5 171. **Labor Code § 226.** Failure to provide timely and accurate wage statements.
- 6 172. **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- 7 173. **Labor Code § 226.7.** Failure to provide proper rest periods and failure to provide
- 8 an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.
- 9 174. **Labor Code §§ 226.7 and 512.** Failure to provide proper meal periods and failure
- 10 to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated
- 11 meal periods.
- 12 175. **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time
- 13 compensation.
- 14 176. **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages,
- 15 including overtime and double time compensation at the minimum wage rate.
- 16 177. **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting
- 17 with Labor Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of
- 18 the Industrial Welfare Commission.
- 19 178. **Labor Code § 558.1.** Violation any provision regulating minimum wages or hours
- 20 and days of work in any order of the Industrial Welfare Commission, and violating Labor Code §§
- 21 203, 226, 226.7, 1193.1, and/or 1194.
- 22 179. **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- 23 180. **Labor Code § 1197.1.** Failure to pay minimum wage.
- 24 181. **Labor Code § 1199.** Violation of the provisions of an order of the Industrial
- 25 Welfare Commission.
- 26 182. **Labor Code § 1198.** Violation of the following sections of orders of the Industrial
- 27 Welfare Commission for conditions of labor prohibited by such:
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- **Wage Order 1-2001 (or other applicable Wage Order), Section 3**, requiring an employer to pay overtime and double time compensation.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 4**, requiring an employer to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 7**, requiring an employer to maintain accurate information with respect to each employee; provide employees with thorough and accurate itemized wage statements; and, provide clocks within a reasonable distance from employees' work areas.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 11**, requiring an employer to provide its employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 12**, requiring an employer to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.

183. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of him/herself and other current and former employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff is employed by Defendants and the alleged violations of the California Labor Code were committed against Plaintiff.

184. Pursuant to California Labor Code § 2699.3, Plaintiff gave written notice on January 6, 2022, by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant Titan of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than 65 days have passed since Plaintiff provided written notice to the LWDA. The LWDA has not provided notice that it intends to investigate Plaintiff’s claims.

185. Pursuant to California Labor Code § 2699.3, Plaintiff served Defendant Titan with the aforementioned LWDA notice via certified mail on or about January 6, 2022. More than 33

1 days have passed since that date. Defendant Titan has not provided Plaintiff with notice that it
2 cured any of the violations alleged therein.

3 186. Per the tolling provision in Labor Code § 2699.3(g), the period of liability under
4 Plaintiff's PAGA claim extends one year and sixty-five days before the filing of this complaint (the
5 "PAGA Liability Period").

6 187. Accordingly, Plaintiff has complied with all of the requirements set forth in
7 California Labor Code § 2699.3 to commence a representative action under PAGA.

8 188. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved
9 employees, and the State of California according to proof, pursuant to the California Labor Code,
10 including California Labor Code §§ 2699(a) and 2699(f), which provides for \$100 for each initial
11 violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to
12 PAGA, Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor
13 Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendants in a representative
14 action for the violations set forth above. Plaintiff is entitled to an award of reasonable attorneys'
15 fees and costs pursuant to Labor Code § 2699(g)(1).

16 **JURY TRIAL DEMANDED**

17 189. Plaintiff demands a jury trial as to all causes of action.

18 **PRAYER FOR RELIEF**

19 190. WHEREFORE, Plaintiff prays judgment against Defendants as follows:

- 20 a. For general economic damages according to proof;
21 b. For general non-economic damages according to proof;
22 c. For special damages according to proof;
23 d. For punitive damages where allowed by law;
24 e. For prejudgment interest pursuant to California Labor Code § 218.6, California
25 Civil Code § 3287 and/or California Civil Code § 3288 and/or any other
26 provision of law providing for prejudgment interest;
27 f. For attorneys' fees where allowed by law;
28 g. For costs of suit incurred herein; and

1 h. For such other and further relief as this Court deems just and proper.
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4 DATED: May 19, 2022

COLBY LAW FIRM, PC

6 
7

8 By: _____

AARON N. COLBY
ZOE YUZNA

10 Attorneys for Plaintiff
11 SAMEENA MATLOOB
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