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ELECTRONICALLY FILED BY

Superior Court of California,

County of Monterey

On 7/20/2022 2:35 PM

By: Rowena Esquerra, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

SARA PEREZ LINARES,

Plaintiff,

vs.

SPACETEL LLC; OSAMAH
ALGHAZALI; OMAR ALGHAZALI;
and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: 22CV002109

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
-) **ALL HOURS WORKED;**
-) **2) FAILURE TO PAY MINIMUM**
-) **WAGES;**
-) **3) FAILURE TO PAY OVERTIME;**
-) **4) FAILURE TO PROVIDE**
-) **ACCURATE ITEMIZED WAGE**
-) **STATEMENTS;**
-) **5) FAILURE TO PAY WAGES WHEN**
-) **EMPLOYMENT ENDS;**
-) **6) FAILURE TO PAY WAGES OWED**
-) **EVERY PAY PERIOD;**
-) **7) FAILURE TO GIVE REST BREAKS;**
-) **8) FAILURE TO GIVE MEAL**
-) **BREAKS;**
-) **9) PRIVATE ATTORNEYS GENERAL**
-) **ACT ("PAGA");**
-) **10) FAILURE TO REIMBURSE FOR**
-) **BUSINESS EXPENSES;**
-) **11) FAILURE TO PROVIDE**
-) **PERSONNEL RECORDS;**
-) **12) FAILURE TO PROVIDE PAY**
-) **RECORDS;**
-) **13) RETALIATION IN VIOLATION OF**
-) **LABOR CODE SECTION 1102.5;**
-) **14) RETALIATION IN VIOLATION OF**
-) **LABOR CODE SECTION 98.6;**
-) **15) WRONGFUL TERMINATION IN**
-) **VIOLATION OF PUBLIC POLICY;**

16) VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS
CODE SECTION 17200.

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, SARA PEREZ LINARES (hereinafter "Plaintiff"), and alleges
as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Monterey in this judicial district because Defendants SPACETEL LLC, OSAMAH ALGHAZALI, OMAR ALGHAZALI, and DOES 1 to 25, inclusive, do business in the County of Monterey and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Monterey 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 Monterey, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant SPACETEL LLC is and was a California limited liability company, doing business in Monterey County, California, and which employed Plaintiff.

4. Defendant OSAMAH ALGHAZALI is a citizen of California based on Plaintiff's information and belief.

5. Defendant OMAR ALGHAZALI is a citizen of California based on Plaintiff's information and belief.

6. In relevant part, Labor Code section 558.1 states:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

1 (b) For purposes of this section, the term “other person acting on behalf
2 of an employer” is limited to a natural person who is an owner, director,
3 officer, or managing agent of the employer, and the term “managing
4 agent” has the same meaning as in subdivision (b) of Section 3294 of the
Civil Code.

5 7. Plaintiff is informed and believes and thereon alleges that OSAMAH ALGHAZALI is a
6 natural person and an owner, director, officer, and/or managing agent of Defendant SPACETEL,
7 LLC who directly or indirectly, or through an agent or any other person, employed or exercised
8 control over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees
9 (as defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for his
10 violations of, or causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1193.6,
11 1194, 2802 and the Wage Order (nos. 4/7) pursuant to Labor Code section 558.1.

12 8. Plaintiff is informed and believes and thereon alleges that OMAR ALGHAZALI is a
13 natural person and an owner, director, officer, and/or managing agent of Defendant SPACETEL,
14 LLC who directly or indirectly, or through an agent or any other person, employed or exercised
15 control over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees
16 (as defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for his
17 violations of, or causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1193.6,
18 1194, 2802, and the Wage Order (nos. 4/7) pursuant to Labor Code section 558.1. SPACETEL,
19 LLC, OSAMAH ALGHAZALI, and OMAR ALGHAZALI are hereinafter collectively referred
20 to as “Defendants”, “or “SPACETEL”.

21 9. The “Aggrieved Employees” are all current and former non-exempt hourly paid
22 employees who worked for SPACETEL at any and all of their California locations during the
23 relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code
24 Private Attorneys General Act of 2004 (“PAGA”).

25 10. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
26 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
27 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
28 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
for the conduct alleged herein. Upon discovering the true names and capacities of these

1 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
2 capacities of these fictitiously named defendants.

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

8 **GENERAL ALLEGATIONS**

9 12. Plaintiff first started working for SPACETEL in or around July 2021 as a Sales
10 Representative at the Cricket Wireless store located at 851 Fifth Street, Suite L, Gonzalez, CA
11 93926. Plaintiff's employment was wrongfully terminated in or around March/April 2022.
12 During her employment tenure, Plaintiff was classified as an hourly, non-exempt employee and
13 earned \$15.00/hour plus commissions.

14 13. It is Plaintiff's position that SPACETEL has violated numerous California Labor Code
15 Sections against Plaintiff and other similarly situated Aggrieved Employees, including all
16 hourly, non-exempt employees who worked for SPACETEL at any of their California locations.

17 14. SPACETEL did not provide Plaintiff and other Aggrieved Employees with the minimum
18 wages to which they were entitled for work performed and for all hours worked pursuant to
19 California Labor Code sections 1194, 1197 and 1197.1. This was so because Plaintiff would
20 simply not be paid for the actual hours she worked. For instance, for the period February 1
21 through February 15, 2022, Plaintiff worked 58.2 hours but was only paid for 36 hours. In
22 addition, the company had a policy and practice of rounding down work hours and engaging in
23 "time shaving", which is akin to a minimum wage violation under California law. In addition,
24 and to the extent that Plaintiff and others worked through their meal periods while "off the
25 clock", they were not compensated at all for these work hours in contravention of California's
26 minimum wage laws.

27 15. Due to the above, SPACETEL also violated Labor Code §510 because it failed to pay
28 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

1 employment. Plaintiff and other similarly situated Aggrieved Employees worked more than 8
2 hours per day, 12 hours per day and/or 40 hours per week, however, they were not accurately
3 and fully compensated for their overtime hours. Moreover, Plaintiff and others were not properly
4 compensated at the correct overtime rate of pay in that SPACETEL did not properly consider
5 commissions and bonuses in calculating the correct regular rate of pay for purposes of
6 deciphering the correct overtime rate of pay.

7 16. SPACETEL violated Labor Code §§ 512 and 226.7 and the applicable Industrial Welfare
8 Commission Wage Order nos. 4 or 7 because it failed to provide Plaintiff and other similarly
9 situated Aggrieved Employees the requisite 30-minute, uninterrupted meal periods for every five
10 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
11 periods. SPACETEL did not completely relieve Plaintiff of all duties during said meal periods.
12 SPACETEL did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of
13 compensation for each workday that one or more statutory meal periods was not provided.
14 Receiving a timely, thirty-minute uninterrupted meal break prior to the 5th hour worked was not
15 part of the company culture and was not enforced by SPACETEL. Moreover, it was not part of
16 company policy to allow a second meal period when the work shifts were 10 hours or longer.
17 There are also occasions wherein Plaintiff and other Aggrieved Employees would clock out for
18 lunch but continue working through lunch due to being short-staffed and being too busy with
19 work obligations. As such, it was the normal practice and custom of SPACETEL not to authorize,
20 permit, and enforce timely, statutory meal periods.

21 17. Similarly, SPACETEL violated Labor Code § 226.7 and the applicable Industrial
22 Welfare Commission Wage Order nos. 4 or 7 because it failed to provide Plaintiff and other
23 similarly situated Aggrieved Employees 10-minute rest periods for every four hours of work, or
24 majority portion thereof, throughout their employment. SPACETEL did not completely relieve
25 Plaintiff of all duty during said rest periods. SPACETEL did not pay to Plaintiff one additional
26 hour of pay at Plaintiff's regular rate of compensation for each workday that one or more
27 statutory rest periods was not provided. Like the situation with meal periods described above,
28 Plaintiff and other Aggrieved Employees were simply too busy and too short-staffed to be able
to take uninterrupted ten-minute rest breaks multiple times during a workday. Rest breaks were

1 not discussed and were not authorized or enforced as part of the overall company culture, despite
2 what it may state in any Employee handbook. As such, it was the normal practice and custom of
3 SPACETEL not to authorize, permit, and enforce statutory rest periods.

4 18. Furthermore, during the relevant time period, SPACETEL failed to pay Plaintiff and
5 other similarly situated Aggrieved Employees all wages due to them within any time period
6 specified by California Labor Code section 204 and also failed to timely pay wages in violation
7 of Labor Code section 204. There were numerous occasions wherein Plaintiff would simply not
8 get her payroll check on the pre-determined pay date and simply would not be paid for her hours
9 worked. SPACETEL was also in violation of California Labor Code section 226(a) by failing to
10 include pertinent information on the wage statements, including but not limited to, all hours
11 worked, overtime hours worked, all applicable and accurate hourly rates of pay, gross wages
12 earned, net wages earned, the correct name and **correct address (3191 W SHAW AVE., SUITE**
13 **A, FRESNO CA 93711)** of the legal employer, the correct start and end of the pay period,
14 premium pay for missed meal and rest breaks, all deductions, and reimbursement for business
15 expenses, among others. As such, SPACETEL did not provide Plaintiff and other similarly
16 situated Aggrieved Employees with complete, accurate itemized wage statements.

17 19. SPACETEL violated Labor Code § 203 because it willfully failed to pay other similarly
18 situated Aggrieved Employees their earned and due wages upon separation of employment,
19 either immediately upon involuntary termination, or within 72 hours of resignation. These earned
20 but unpaid wages include the unpaid minimum wages, overtime, premium pay for missed meal
21 and rest breaks, and business expense reimbursement, among others.

22 20. During the relevant time period, SPACETEL also failed to keep accurate and complete
23 payroll records showing the hours worked by Plaintiff and other similarly situated Aggrieved
24 Employees as well as the correct wages paid to Plaintiff and other Aggrieved Employees
25 pursuant to California Labor Code sections 1174(d).

26 21. During the relevant time period, Plaintiff and other Aggrieved Employees incurred
27 necessary, business-related expenses and costs that were not reimbursed by SPACETEL. These
28 costs include, but are not limited to, the use their personal cell phones for work purposes.
Accordingly, SPACETEL was in violation of California Labor Code sections 2800 and 2802.

22. Furthermore, SPACETEL failed to provide sick pay in contravention of California Labor Code section 246.

23. In addition, Plaintiff has been retaliated against in violation of Labor Code sections 1102.5 and 98.6 for complaining to management (Lorena Chavez) about labor code violations, including not getting her statutory breaks.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 4/7-2001, California Code of Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)

(Plaintiff against all named defendants and all DOE defendants)

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

25. At all times relevant herein, Defendants were required to compensate their employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4/7-2001, California Code of Regulations, Title 8, Section 11040/11070.

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

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

28. As a proximate result of the aforementioned 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.

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

30. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged

1 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
2 amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

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

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

7 31. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
8 1 through 30, inclusive, of this Complaint as though fully set forth herein.

9 32. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
10 to suffer or permit a California employee to work without paying wages at the minimum wage
11 rate for all hours worked as required by the applicable Industrial Welfare Commission
12 (hereinafter "IWC") Wage Order nos. 4/7-2001, codified at California Code of Regulations, Title
13 8, Section 11040/11070, subdivision 4.

14 33. Pursuant to IWC Wage Order nos. 4/7-2001, subdivision 2(K) and 2(G) respectively, at
15 all relevant times, "hours worked" included "the time during which an employee is subject to
16 the control of an employer, and includes all the time the employee is suffered or permitted to
17 work, whether or not required to do so..."

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

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

27 36. For all hours worked by Plaintiff for which she was paid less than the minimum wage
28 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum wage
rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount equal to

1 unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is
2 also entitled to attorney's fees, costs and interests according to proof.

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

6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME**

8 **(California Industrial Welfare Commission Order 4/7-2001, California Code of**
9 **Regulations Title 8 Section 11040/11070; California Labor Code Section 510)**
10 **(Plaintiff against all named defendants and all DOE defendants)**

11 38. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
12 1 through 37, inclusive, of this Complaint as though fully set forth herein.

13 39. Pursuant to Industrial Welfare Commission Order Nos. 4/7-2001, Cal. Code of Regs.,
14 Title 8, Sections 11040/11070, for the period of Plaintiff's employment, Defendants were
15 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
16 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
17 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
18 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
19 week.

20 40. Plaintiff was a non-exempt employee entitled to the protections of the California
21 Industrial Welfare Commission Order Nos. 4/7-2001, California Code of Regulations, Title 8,
22 Sections 11040/11070.

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

25 42. Plaintiff was entitled to the above overtime premiums.

26 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
27 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
28 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
twelve (12) in a day.

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

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

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

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

9 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
10 Regulations, Title 8, Sections 11040/11070, Plaintiff is entitled to recover damages for the
11 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
12 reasonable attorney's fees and costs of suit.

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

16 **FOURTH CAUSE OF ACTION**

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

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

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

20 50. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
21 1 through 49, inclusive, of this Complaint as though fully set forth herein.

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

24 52. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
25 accurately reflected all information required by Labor Code Section 226, including but not
26 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
27 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
28 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed to
maintain and provide accurate itemized wage statements to Plaintiff in accordance with

1 California Labor Code Section 226(a).

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

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

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

16 **FIFTH CAUSE OF ACTION**

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

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

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

20 56. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
21 1 through 55, inclusive, of this Complaint as though fully set forth herein.

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

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

27 59. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
28 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

1 an action is commenced; however, the wages shall not continue for more than 30 days for failure
2 to pay an employee owed wages.

3 60. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
4 from her employment, Defendants willfully refused and continue to refuse to pay her unpaid
5 wages as required by Labor Code Section 203.

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

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

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

16 **SIXTH CAUSE OF ACTION**

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

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

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

20 64. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
21 1 through 63, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

69. 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.

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

70. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

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

- a. Title 8 of the California Code of Regulations Sections 11040/11070(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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;
- b. Title 8 of the California Code of Regulations Sections 11040/11070(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations sections 11040/11070(20)(A), 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
- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the

Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest 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 employee's regular rate of compensation for each work day that the rest period is not provided.

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

73. 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.

74. 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.

75. 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.

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

76. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

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

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

1 of pay at the employee's regular rate of compensation for each workday that the meal
2 period is not provided;

- 3 c. California Industrial Welfare Commission Order Nos. 4/7 section 11(B), as codified
4 under Title 8 of the California Code of Regulations Section 11040/11070, which
5 states that if an employer fails to provide an employee a meal period in accordance
6 with the applicable provisions of the Wage Order, the employer shall pay the
7 employee one (1) hour of pay at the employee's regular rate of compensation for each
8 workday that the meal period is not provided;
- 9 d. California Industrial Welfare Commission Wage Order Nos. 4/7 Section 7(A)(3), as
10 codified under Title 8 of the California Code of Regulations Section 11040/11070,
11 which requires an employer to maintain records documenting its employees' meal
12 periods;
- 13 e. California Industrial Welfare Commission wage order Nos. 4/7 Section 20(A), as
14 codified under California Code of Regulations Section 11040/11070, which penalizes
15 the employer \$50.00 for each initial violation, per employee, of any provision of the
16 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 17 f. California Labor Code section 1171 and 1173, which have given the California Labor
18 Commission jurisdiction to enact Wage Orders (such as Wage Order Nos. 4/7) as
enforceable law.

19 78. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
20 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
21 to take a second relieved meal break after ten (10) hours of work, as required by California law.
22 California Labor Code section 512(a) and California Industrial Welfare Commission Order Nos.
23 4/7, as codified under California Code of Regulations Sections 11040/11070 et. seq. requires
24 that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
25 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
26 duty. California Labor Code section 226.7 provides that employers may not require their
27 employees to work through their meal periods. California Labor Code section 226.7 and
28 California Code of Regulations section 11040/11070 requires that if the employer fails to provide

the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

79. 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.

80. 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.

81. 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.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Individual and Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802 and IWC Wage Order Nos. 4/7)

(Against all Defendants and all DOE Defendants)

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

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

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

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

86. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,

1 divisions, commissions, boards, agencies, or employees for violation of the code may, as an
2 alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of
3 himself or herself and other current or formal employees pursuant to the procedures specified in
4 California Labor Code section 2699.3.

5 87. Plaintiff is an “Aggrieved Employee” because Plaintiff was employed by the alleged
6 violator and had one or more of the alleged violations committed against her, and therefore is
7 properly suited to represent the interests of other current and former employees, including all
8 hourly, non-exempt employees who worked for SPACETEL at any of their California locations
9 during the applicable PAGA period.

10 88. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks penalties
11 under California Labor Code sections 2698 and 2699 because of Defendants’ violations of
12 numerous provisions of the California Labor Code as alleged in this Complaint.

13 89. Plaintiff therefore has exhausted all administrative remedies required of her under
14 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
15 cause of action and pursue penalties in a representative action for Defendants’ violations of the
16 Labor Code.

17 90. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendants
18 for violating the Labor Code.

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

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

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

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802 via 2698 and 2699, and any other Labor Codes and Industrial Welfare Commission Wage Orders (Order Nos. 4/7) violated based on the facts alleged in this Complaint.

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

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against all named defendants and all DOE defendants)

95. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 94, inclusive, of this Complaint as though fully set forth herein.

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

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

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

ELEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE PERSONNEL RECORDS

(Plaintiff against all named defendants and all DOE defendants)

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

1 paragraphs 1 through 98, inclusive, of this Complaint as though fully set forth herein.

2 100. Labor Code section 1198.5 dictates “every current and former employee, or his
3 or her representative, has the right to inspect and receive a copy of the personnel records that the
4 employer maintains relating to the employee’s performance or to any grievance concerning the
5 employee.”

6 101. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the
7 employer shall make the contents of those personnel records available for inspection to the
8 current or former employee, or his or her representative, at reasonable intervals and at reasonable
9 times...” On information and belief, Defendants intentionally failed to provide Plaintiff with
10 personnel records when requested by Plaintiff via letter on March 25, 2022, as required by law.
11 Plaintiff requested her personnel records in accordance with California Labor Code section
12 1198.5(k) on March 25, 2022, via U.S. certified mail, return receipt requested.

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

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

21 **TWELFTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE PAY RECORDS**

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

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

26 105. Labor Code section 226 sub-section (b) dictates “an employer...shall afford
27 current and former employees the right to inspect or copy records pertaining to their
28 employment, upon reasonable request to the employer...”

106. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer

1 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
2 pertaining to a current or former employee shall comply with the request as soon as practicable,
3 but no later than 21 calendar days from the date of the request.” On information and belief,
4 Defendants intentionally failed to provide Plaintiff with pay records when requested by Plaintiff
5 via certified letter, return receipt requested, on March 25, 2022, and as required by law. Plaintiff
6 requested her pay records in accordance with California Labor Code section 226 on March 25,
7 2022, via certified mail. Defendant failed to provide Plaintiff with an opportunity to inspect or
8 copy her pay records within 21 days.

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

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

15 **THIRTEENTH CAUSE OF ACTION**

16 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

17 **(Plaintiff against Defendant SPACETELL LLC and all DOE defendants)**

18 109. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 108, inclusive, of this Complaint as though fully set forth herein.

20 110. At all times material to this Complaint, California Labor Code § 1102.5 was in
21 effect and binding on Defendants. This section requires Defendant to refrain from retaliating
22 against an employee for refusing to participate in an activity that he/she reasonably believes
23 would result in a violation of state or federal statute, or a violation or noncompliance with a state
24 or federal rule or regulation. California Labor Code section 1102.5 also requires Defendant to
25 refrain from retaliating against an employee for disclosing information to a person with authority
26 over the employee if the employee has reasonable cause to believe that the information discloses
27 a violation of state or federal statute, or a violation of or noncompliance with a local, state, or
28 federal rule or regulation, regardless of whether disclosing the information is part of the
employee’s job duties.

111. Defendants retaliated against Plaintiff by terminating her employment due to Plaintiff's complaints to her supervisor Lorena Chavez about the labor code violations being committed, including not getting her statutory breaks, as alleged above, all in violation of Labor Code § 1102.5.

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

113. Plaintiff requests all available relief under Labor Code § 1102.5 including damages, attorney's fees, and the imposition of civil penalties of \$10,000 for each violation.

FOURTEENTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE 98.6

(Plaintiff against Defendant SPACETELL LLC and all DOE defendants)

114. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 113, inclusive, of this Complaint as though fully set forth herein.

115. California Labor Code section 98.6 provides, in pertinent part, as follows:

"A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter...or because the employee or applicant...made a written or oral complaint that he or she is owed unpaid wages...

116. Defendants violated Labor Code Section 98.6 in that they retaliated against Plaintiff by terminating her employment for complaining about wage and hour and labor code violations, including not getting her statutory breaks, that were being committed by Defendants in the workplace.

117. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and

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

3 118. Moreover, pursuant to Labor Code section 98.6, an employer who violates this
4 section is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee
5 for each violation of this section.

6 119. The foregoing conduct engaged in by Defendants and each of its directors,
7 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
8 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
9 an environment free of retaliation, so as to justify the imposition of punitive damages to punish
10 and set an example of said Defendants.

11 **FIFTEENTH CAUSE OF ACTION**

12 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

13 **(Plaintiff against Defendant SPACETELL LLC and all DOE defendants)**

14 120. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 119, inclusive, of this Complaint as though fully set forth herein.

16 121. At all times during her employment with Defendants, Plaintiff performed her
17 duties with the utmost diligence and competence.

18 122. Plaintiff is informed and believes and thereon alleges that Defendants' decision
19 to retaliate against her and terminate her, as alleged herein, was motivated by Plaintiff's
20 complaints to management about the labor code violations being committed at the workplace.

21 123. Plaintiff's employment was wrongfully terminated on or around March/April
22 2022 in violation of the fundamental public policy of the State of California with respect to
23 retaliating against an employee for her complaints about the labor code violations taking place.

24 124. Moreover, Plaintiff was forced to hire an attorney to assist her to end these illegal
25 activities.

26 125. Said conduct violated statutory and constitutional expressions of public policy
27 including, but not limited to, the California Labor Code Sections 98.6, 1102.5, and the California
28 Constitution, Article 1 section 8.

128. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of retaliation, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

(Plaintiff against Defendant SPACETELL LLC and all DOE defendants)

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

1 Aggrieved Employees.

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

6 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
7 follows:

- 8 1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
- 9 2. For general damages in an amount subject to proof at trial;
- 10 3. For punitive and exemplary damages against SPACETEL LLC in an amount subject to
11 proof;
- 12 4. For special and consequential damages to the extent allowed by law;
- 13 5. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
14 at trial;
- 15 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
16 subject to proof at trial;
- 17 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
18 proof at trial;
- 19 8. For restitution and disgorgement for all unfair business practices by Defendant
20 SPACETEL, LLC against Plaintiff in an amount subject to proof at trial;
- 21 9. For an order enjoining Defendant SPACETEL, LLC from further unfair and unlawful
22 business practices in violation of Business and Professions Code Sections 17200, et
23 seq.;
- 24 10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
25 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 26 11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
27 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 28 12. For maximum civil penalties available under the Labor Code and applicable Wage
Order against Defendants as described more particularly in the Complaint and

representative PAGA claim;

13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;

14. For the imposition of civil penalties and/or statutory penalties;

15. For all interest as allowed by law;

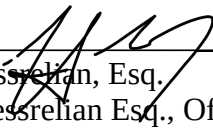
16. For all costs and disbursements incurred in this suit;

17. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and the California Labor Code, including Labor Code section 1102.6 and/or other applicable laws;

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

DATED: July 20, 2022

MESSRELIAN LAW INC.

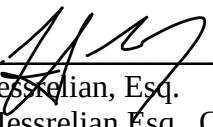
By 
Harout Messrelian, Esq.
Maralle Messrelian Esq., Of Counsel
Attorneys for Plaintiff Sara Perez Linares

DEMAND FOR JURY TRIAL

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

DATED: July 20, 2022

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Maralle Messrelian Esq., Of Counsel
Attorneys for Plaintiff Sara Perez Linares