

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Holly Fujie

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

22STCV23406

NARISEH YOUSEFI,

Plaintiff,

vs.

GOLDEN OAKS HOSPICE, INC.; IDEAL
CARE HOME HEALTH, INC.; and DOES
1 to 25; inclusive,

Defendants.

) CASE NO.:

) **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 OWED**
) **EVERY PAY PERIOD;**
) **6) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **7) FAILURE TO GIVE REST BREAKS;**
) **8) FAILURE TO GIVE MEAL BREAKS**
) **9) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **10) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **11) DISCRIMINATION ON THE BASIS**
) **OF PHYSICAL DISABILITY IN**
) **VIOLATION OF FAIR**
) **EMPLOYMENT AND HOUSING**
) **ACT ("FEHA");**
) **12) FAILURE TO ACCOMMODATE**
) **PHYSICAL DISABILITY IN**
) **VIOLATION OF FEHA;**
) **13) FAILURE TO ENGAGE IN**
) **INTERACTIVE PROCESS TO**
) **DETERMINE REASONABLE**

**ACCOMMODATION IN
VIOLATION OF FEHA;
14) RETALIATION IN VIOLATION OF
FEHA;
15) FAILURE TO PREVENT
DISCRIMINATION AND
RETALIATION IN VIOLATION OF
FEHA;
16) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
17) FAILURE TO PROVIDE
PERSONNEL RECORDS;
18) FAILURE TO PROVIDE PAY
RECORDS;
19) VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS
CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, NARISEH YOUSEFI (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 County of Los Angeles in this judicial district because Defendants GOLDEN OAKS HOSPICE, INC.; IDEAL CARE HOME HEALTH, INC.; and DOES 1 to 25, inclusive do business in the County of Los Angeles and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant GOLDEN OAKS HOSPICE, INC. is and was a California corporation, doing business in Los Angeles County, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant

1 IDEAL CARE HOME HEALTH, INC. is and was a California corporation, doing business in
2 Los Angeles County, and which employed Plaintiff. Plaintiff is informed and believes that at
3 all times mentioned herein, Defendants GOLDEN OAKS HOSPICE, INC. and IDEAL CARE
4 HOME HEALTH, INC. were “joint employers” under the law in that they each controlled the
5 hours, wages, and/or working conditions of Plaintiff and other aggrieved employees.

6 Moreover, GOLDEN OAKS HOSPICE, INC. and IDEAL CARE HOME HEALTH, INC. are
7 considered an “integrated enterprise” under the law in that they had (1) interrelation of
8 operations; (2) common management; (3) centralized control of labor relations; and (4)
9 common ownership or financial control. GOLDEN OAKS HOSPICE, INC. and IDEAL
10 CARE HOME HEALTH, INC. are hereinafter collectively referred to as “IDEAL CARE” or
11 “Defendant(s)”.

12
13 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
14 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
15 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
16 defendants, numbers 1 to 25, reside in the State of California and are in some manner
17 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
18 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
19 and capacities of these fictitiously named defendants.

20
21 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
22 that information and belief, alleges that at all times herein mentioned, each of the remaining
23 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
24 under the authority of their agency, employment, or representative capacity, with the consent
25 of his/her codefendants.

26
27 **GENERAL ALLEGATIONS**
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1 7. Plaintiff started working for IDEAL CARE on or around October 2021 in the marketing
2 department and was wrongfully terminated in February 2022. Plaintiff was classified as hourly,
3 non-exempt employee. To the extent IDEAL CARE argues that Plaintiff was in fact classified
4 as an exempt, salaried employee, that would be a misclassification in that Plaintiff did not meet
5 the executive (no authority to hire and fire), administrative, or professional (did not have a
6 marketing degree and does not meet requirements) exemptions. Moreover, even if Plaintiff was
7 arguably an administrative, executive, or professional employee, she did not exercise
8 independent discretion or judgment as part of more than 50% of her job duties.

9 8. It is Plaintiff's position that IDEAL CARE has violated numerous Labor Code Sections
10 against Plaintiff and other similarly situated aggrieved employees.

11 9. IDEAL CARE did not provide Plaintiff and other similarly situated aggrieved
12 employees with the minimum wages to which they were entitled for work performed and as
13 such did not compensate Plaintiff and others for all hours worked at the minimum wage rate
14 pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because the
15 company had a policy and practice of rounding down hours worked to the detriment of
16 employees, which is akin to a minimum wage violation. In addition, and to the extent Plaintiff
17 and other employees had to work through their clock while "clocked out", that would be
18 considered a minimum wage violation.

19 10. Due to the "off the clock" work as alleged above, IDEAL CARE violated Labor Code
20 §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees overtime,
21 even though they worked more than 8 hours per day, 12 hours per day and/or 40 hours per week
22 throughout their employment. Plaintiff's and others' actual work hours entitled them to overtime
23 compensation (both daily and weekly), especially due to the "off the clock" as described above,
24 however, they were not paid for their overtime hours worked. In addition, any bonus and/or
25 incentive payments provided to employees was not factored into the regular rate of pay for
26 purposes of computing employees' overtime rate of pay.

27 11. IDEAL CARE also violated Labor Code § 226.7 and the applicable Industrial Welfare
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Commission Wage Order (no. 4 or 5) because it failed to provide Plaintiff and others with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. IDEAL CARE did not completely relieve Plaintiff and others of all duty during said rest periods. IDEAL CARE did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not company policy and not part of the company culture for employees such as Plaintiff and others to take rest breaks. In fact, Plaintiff did not receive a single, uninterrupted ten-minute rest period throughout her employment at IDEAL CARE. As such, the culture and work environment at IDEAL CARE did not lend itself to the employees receiving statutory breaks wherein they were relieved of all work duties. It was the normal practice and custom of IDEAL CARE not to authorize, permit, and enforce statutory rest periods. As such, the work environment and culture at IDEAL CARE was not conducive to receiving statutory rest breaks under California law.

12. IDEAL CARE violated Labor Code §§ 512 and 226.7 along with the applicable Industrial Welfare Commission Wage Order (no. 4 or 5) because it failed to provide Plaintiff and others the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. IDEAL CARE did not completely relieve Plaintiff and others of all duty during said meal periods. IDEAL CARE did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory meal periods was not provided. Plaintiff was not always able to take an uninterrupted, thirty-minute meal period BEFORE the 5th hour worked. This was because Plaintiff's meal breaks would be taken after the fifth hour worked OR would be interrupted by calls/text messages from "Carla" on Plaintiff's personal cell phone. As such, it was the normal practice and custom of IDEAL CARE not to authorize, permit, and enforce statutory meal periods. As such, the work environment and culture at IDEAL CARE was not conducive to receiving statutory meal breaks under California law.

13. Furthermore, during the relevant time period, and due to the labor code violations as

1 alleged above, IDEAL CARE failed to pay Plaintiff and others all wages due to them within any
2 time period specified by California Labor Code section 204. IDEAL CARE was also in violation
3 of California Labor Code section 226(a), by failing to include pertinent information on the wage
4 statements, including but not limited to, all hours worked (minimum wages and overtime due to
5 the “off the clock” work), gross wages earned, net wages earned, total pay, the correct legal
6 name and address of the employing entity (it is unclear who Plaintiff’s actual employer was as
7 her pay stubs had “Ideal Care Home Health, Inc.” on them but should have had both entities at
8 the very least), the correct start and end of the pay period, all applicable hourly rates, itemized
9 deductions, premium pay for the missed meal and rest breaks, and business expense
10 reimbursement, among others. As such, IDEAL CARE did not provide Plaintiff and other
11 similarly situated aggrieved employees with complete, accurate itemized wage statements.

12 14. During the relevant time period, IDEAL CARE also failed to keep accurate and complete
13 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
14 others pursuant to California Labor Code sections 1174(d).

15 15. IDEAL CARE also violated Labor Code § 203 because it willfully failed to pay Plaintiff
16 and other similarly situated aggrieved employees earned and due wages upon separation of
17 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
18 These earned but unpaid wages include minimum wages, overtime compensation, and premium
19 pay for missed meal and rest breaks.

20 16. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
21 business-related expenses and costs that were not fully reimbursed by IDEAL CARE. These
22 costs include, but are not limited to, use of personal cell phones for work purposes (although the
23 company provided a company phone, Plaintiff still had to utilize her cell phone for work
24 purposes and would get messages from Carla on her personal cell phone) and mileage
25 reimbursement. Although the company would try to reimburse Plaintiff for “gas”, the company
26 was supposed to reimburse Plaintiff at the IRS mileage reimbursement rate because that takes
27 into account more than gas and includes wear and tear on the vehicle. As such, IDEAL CARE
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1 failed to fully and accurately reimburse Plaintiff and others for their incurred business expenses.
2 Accordingly, IDEAL CARE was in violation of California Labor Code sections 2800 and 2802.

3 17. Plaintiff was terminated after suffering an on-the-job auto collision (for which she was
4 never even offered to make a worker's compensation claim or given the appropriate paperwork
5 to do so) and after she had to miss work due to a medical procedure/medical condition.

6 18. Defendants claimed that Plaintiff had abandoned her job, however, that was a pretext
7 and not factually accurate.

8 19. The truth was that Plaintiff had been advised to "stay home" despite following up
9 several times to return to work, including on February 2, 2022.

10 20. The company told Plaintiff not to show up to work, then terminated her on that very
11 same basis because the company wanted Plaintiff gone, especially after getting hurt due to an
12 on-the-job auto collision.

13 21. Plaintiff had injuries to her back and legs, which was considered a physical disability.
14 Defendants were unequivocally aware of Plaintiff's injuries and physical disability, especially
15 due to Plaintiff having been involved in an auto collision while on the job and having to go to
16 the hospital/emergency room after the collision. Defendants made no efforts or attempt to
17 provide Plaintiff with reasonable accommodations or to engage in the interactive process.
18 Defendants simply told Plaintiff to "stay home" and then utilized Plaintiff's absence at work to
19 terminate her from her employment in contravention of California law.

20 22. Plaintiff has exhausted her administrative remedies. Prior to the filing of this lawsuit,
21 Plaintiff filed a complaint with the Department of Fair Employment and Housing ("DFEH"),
22 alleging claims in this complaint. The DFEH immediately issued to Plaintiff a right to sue
23 letter.

24 **FIRST CAUSE OF ACTION**

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

26 (California Industrial Welfare Commission Order 4/5-2001, California Code of
27 Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)
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1 **(Plaintiff against all named defendants and all DOE defendants)**

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

4 24. At all times relevant herein, Defendants were required to compensate its employees
5 for all hours worked upon reporting for work at the appointed time stated by the employer
6 pursuant to Industrial Welfare Commission Order 4/5-2001, California Code of Regulations,
7 Title 8, Section 11040/11050.

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

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

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

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

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

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGES**

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

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

27 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

2 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an
3 employer to suffer or permit a California employee to work without paying wages at the
4 minimum wage rate for all hours worked as required by the applicable Industrial Welfare
5 Commission Wage Order No. 4/5-2001, codified at California Code of Regulations,
6 Title 8, Section 11040/11050, subdivision 4.

7 32. Pursuant to IWC Wage Order no. 4/5-2001, subdivision 2(K), at all relevant times,
8 “hours worked” included “the time during which an employee is subject to the control of an
9 employer, and includes all the time the employee is suffered or permitted to work, whether or
10 not required to do so...”

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

16 34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
17 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
18 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
19 to believe that their acts or omissions were not contrary to California law.

20 35. For all hours worked by Plaintiff for which she was paid less than the minimum wage
21 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
22 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
23 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
24 Plaintiff is also entitled to attorney’s fees, costs and interests according to proof.

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

28 **THIRD CAUSE OF ACTION**

1 **FAILURE TO PAY OVERTIME**

2 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**
3 **Regulations Title 8 Section 11040/11050)**

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

5 37. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

7 38. Pursuant to Industrial Welfare Commission 4-2001/5-2001, California Code of
8 Regulations, Title 8, Section 11040/11050 for the period of Plaintiff's employment,
9 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
10 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
11 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
12 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
13 consecutive work day in a week.

14 39. Plaintiff was a non-exempt employee entitled to the protections of the California
15 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
16 Title 8, Section 11040/11050.

17 40. Plaintiff worked more than eight (8) hours or twelve (12) hours in a single workday or
18 forty (40) hours in a single workweek on numerous occasions.

19 41. Plaintiff was entitled to the above overtime premiums.

20 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times
21 Plaintiff's regular rate of pay for hours worked past eight (8) in a day and two-times Plaintiff's
22 regular rate of pay for hours worked past twelve (12) in a day.

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

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

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

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

47. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus reasonable attorney's fees and costs of suit.

48. 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.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff against all named defendants and all DOE defendants)

49. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 48, inclusive, of this Complaint as though fully set forth herein.

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

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

52. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation

occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

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

54. 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.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

55. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.

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

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

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

59. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an

1 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
2 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
3 from Defendants' records or indirectly based on information from Defendants' records.

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

7 **SIXTH CAUSE OF ACTION**

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

9 **(California Labor Code Sections 201, 202, 203)**

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

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

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

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

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

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

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

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

68. 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)

69. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.

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

- a. Title 8 of the California Code of Regulations Sections 11040/11050(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 11040/11050(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 11040/11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any

1 provision of the Wage Order, and \$100.00 for each additional violation thereafter
2 per employee; and

3 d. California Labor Code section 226.7, which states that (a) no employer shall require
4 any employee to work during any rest period mandated by an applicable order of
5 the Industrial Welfare Commission, and (b) if an employer fails to provide an
6 employee a rest period in accordance with an applicable order of the Industrial
7 Welfare Commission, the employer shall pay the employee one (1) additional hour
8 of pay at employee's regular rate of compensation for each work day that the rest
9 period is not provided.
10

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

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

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

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

24 **EIGHTH CAUSE OF ACTION**

25 **FAILURE TO GIVE MEAL BREAKS**

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

27 75. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 74, inclusive, of this Complaint as though fully set forth herein.

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

- 4 a. California Labor Code section 512(a), which requires that employees be given a 30-
5 minute uninterrupted meal break after five (5) hours of work, and a second
6 uninterrupted meal break after ten (10) hours of work;
7
8 b. California Labor Code section 226.7, which states that (a) no employer shall require
9 any employee to work during any meal period mandated by an applicable order of
10 the Industrial Welfare Commission, and (b) if any employer fails to provide an
11 employee a meal period in accordance with an applicable order of the Industrial
12 Welfare Commission, the employer shall pay the employee one (1) additional hour
13 of pay at the employee's regular rate of compensation for each workday that the
14 meal period is not provided;
15
16 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
17 under Title 8 of the California Code of Regulations Section 11040/11050, which
18 states that if an employer fails to provide an employee a meal period in accordance
19 with the applicable provisions of the Wage Order, the employer shall pay the
20 employee one (1) hour of pay at the employee's regular rate of compensation for
21 each workday that the meal period is not provided;
22
23 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
24 codified under Title 8 of the California Code of Regulations Section 11040/11050,
25 which requires an employer to maintain records documenting its employees' meal
26 periods;
27
28 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as

1 codified under California Code of Regulations Section 11040/11050, which
2 penalizes the employer \$50.00 for each initial violation, per employee, of any
3 provision of the Wage Order, and \$100.00 for each additional violation thereafter
4 per employee; and

- 5 f. California Labor Code section 1171 and 1173, which have given the California
6 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
7 and 5) as enforceable law.
8

9 77. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
10 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
11 to take a second relieved meal break after ten (10) hours of work, as required by California
12 law. California Labor Code section 512(a) and California Industrial Welfare Commission
13 Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.
14 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
15 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
16 all work duty. California Labor Code section 226.7 provides that employers may not require
17 their employees to work through their meal periods. California Labor Code section 226.7 and
18 California Code of Regulations section 11040/11050 requires that if the employer fails to
19 provide the employee with an uninterrupted meal period, the employer must pay the employee
20 one (1) hour of pay for each work day that the meal period is not given.
21

22 78. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
23 regulations, and wage orders alleged in this cause of action along with any allowable interest,
24 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
25 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
26

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

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

4 **NINTH CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT**

6 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
7 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1,**
8 **1198, 2802)**

9 **(Against All Named Defendants and all DOE Defendants)**

10 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

27 86. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
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1 violator and had one or more of the alleged violations committed against her, and therefore is
2 properly suited to represent the interests of other current and former employees, including all
3 current and former hourly, non-exempt employees who worked for IDEAL CARE in the
4 State of California during the applicable PAGA Period.

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

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

12 89. California Labor Code section 2699 et seq. imposes penalties upon culpable
13 Defendants for violating the Labor Code.

14 90. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
15 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
16 seeking individual/victim specific relief or underpaid wages for herself or other employees
17 under this specific PAGA cause of action. Plaintiff has separate causes of action in this
18 Complaint for individual wages but is not seeking wages through the PAGA action.

19 91. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
20 the following:

21 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210,
22 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802
23 via 2698 and 2699 and any other Labor Codes/Industrial Welfare Commission
24 Orders (4 or 5) violated based on the facts alleged in this Complaint.

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

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

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

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

94. 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.”

95. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendants, Plaintiff and the others incurred reasonable and necessary expenses in the course of completing her job duties, which were not reimbursed by Defendants. These costs include, but are not limited to, use of personal cell phones for work purposes (although the company provided a company phone, Plaintiff still had to utilize her cell phone for work purposes and would get messages from Carla on her personal cell phone) and mileage reimbursement. Although the company would try to reimburse Plaintiff for “gas”, the company was supposed to reimburse Plaintiff at the IRS mileage reimbursement rate because that takes into account more than gas and includes wear and tear on the vehicle.

96. 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

DISCRIMINATION ON THE BASIS OF PHYSICAL DISABILITY IN VIOLATION

OF FEHA

(Plaintiff against all named Defendants and all DOE Defendants)

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

1 98. At all times mentioned herein, the FEHA, Government Code section 12900 et
2 seq., was in full force and effect and binding upon Defendants and each of them.

3 99. Government Code section 12940(a) provides that it is an unlawful employment
4 practice for an employer to discharge a person from employment because of “[r]ace, religious
5 creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
6 genetic information, marital status, sex, age, sexual orientation, or military and veteran status.”

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

11 101. Plaintiff’s physical injuries, including to her back/legs, which was debilitating,
12 and which limited a major life activity, qualifies as a disability under the FEHA, and Plaintiff
13 was entitled to its protection.

14 102. Defendants knew of Plaintiff’s disabilities. Defendants violated California
15 Government
16 Code section 12940 et. seq. by discriminating against Plaintiff on the basis of her disability
17

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

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

3 105. As a proximate result of the foregoing conduct, which violated the provisions of
4 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
5 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

6 **TWELFTH CAUSE OF ACTION**

7 **FAILURE TO ACCOMMODATE PHYSICAL DISABILITY IN VIOLATION OF**

8 **FEHA**

9
10 **(Plaintiff against all named Defendants and all DOE Defendants)**

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

13 107. California Government Code section 12940(p) provides that it is unlawful for an
14 employer to fail to make reasonable accommodation for the known physical disability of an
15 employee.

16 108. Defendants knew Plaintiff of Plaintiff's physical injuries and disabilities.

17 109. Defendants failed to make reasonable accommodations of Plaintiff's physical
18 disability of which Defendants were unequivocally aware.

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

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

5 112. As a proximate result of the foregoing conduct, which violated the provisions of
6 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
7 fees and costs in the prosecution of this claim, in an amount to be proven at trial.
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9 **THIRTEENTH CAUSE OF ACTION**

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

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

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

14 114. California Government Code section 12940(n) provides that it is unlawful for an
15 employer to fail to engage in a timely, good faith, interactive process with an employee to
16 determine effective accommodations for that employee's physical disability.
17

18 115. As described above, Defendants knew that Plaintiff suffered from a physical
19 disability and had suffered on-the-job injuries. Despite the latter, Defendants failed to engage
20 in any kind of interactive process with Plaintiff in order to determine whether they could
21 provide Plaintiff with reasonable accommodations. Instead, Defendants pursued discriminatory
22 actions against Plaintiff, including terminating Plaintiff's employment.

23 116. As a direct and proximate result of the aforementioned acts and omissions of
24 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
25 loss of income (past and future), loss of employment benefits (past and future), general and
26 compensatory damages (past and future), mental pain and anguish and emotional distress (past
27 and future), and will continue to suffer in the future, in an amount to be proved at trial.
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1 117. The foregoing conduct engaged in by Defendants and each of their directors,
2 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
3 ratified, and carried on with a conscious and willful disregard of their workers' right to engage
4 in the interactive process and receive reasonable accommodations, so as to justify the
5 imposition of punitive damages to punish and set an example of said Defendants.

6 118. As a proximate result of the foregoing conduct, which violated the provisions of
7 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
8 fees and costs in the prosecution of this claim, in an amount to be proven at trial.
9

10 **FOURTEENTH CAUSE OF ACTION**

11 **RETALIATION IN VIOLATION OF FEHA**

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

13 119. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 118, inclusive, of this Complaint as though fully set forth herein.

15 120. At all times herein mentioned, Government Code section 12940 et. seq. was in
16 full force and effect and was binding upon Defendants and each of them. Said statute imposes
17 certain duties upon Defendants concerning discrimination and retaliation against persons, such
18 as Plaintiff, on the basis of physical disability or on the basis of Plaintiff requesting time off of
19 work/missing time from work due to a physical disability or medical procedure. Said statutes
20 were intended to prevent the type of injury and damage set forth herein. Plaintiff was, at all
21 times herein mentioned, a member of the class of persons intended to be protected by said
22 statutes. As alleged above, Plaintiff was retaliated against and terminated from her employment
23 as a result of her physical disability, and for requesting time off as a result of her physical
24 disability/medical issue.
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27 121. As a direct and proximate result of Defendants' conduct, Plaintiff has been
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1 harmed in that Plaintiff has suffered the loss of wages, salary, and benefits, among other things.
2 As a result, Plaintiff has suffered such damages in an amount according to proof.

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

7 123. In committing the foregoing acts, Defendants have been guilty of oppression,
8 fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to
9 punitive damages in a sum appropriate to punish and make an example out of the foregoing
10 Defendants.
11

12 124. The acts of oppression, fraud, and/or malice, were engaged in by employees of
13 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
14 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
15 wrongful conduct for which an award of punitive damages is sought, and/or was personally
16 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
17 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
18 part of an officer, director, or managing agent of each of the Defendants, thereby entitling
19 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with
20 California Civil Code section 3294 in a sum appropriate to punish and make an example of
21 each Defendant
22

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

3 **FIFTEENTH CAUSE OF ACTION**

4 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION**
5 **OF FEHA**

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

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

9 127. At all times herein mentioned, FEHA, California Government Code section
10 12940(k), was in full force and effect and was binding on Defendants. According to
11 Government Code § 12940(k), it is an unlawful employment practice for an employer to fail to
12 take all reasonable steps necessary to prevent disability discrimination from occurring.

13 128. As described above, Defendants knew that Plaintiff suffered from a physical
14 disability. Defendants failed to engage in any kind of interactive process with Plaintiff in order
15 to determine whether it could provide Plaintiff with reasonable accommodations. Instead,
16 Defendants pursued discriminatory actions against Plaintiff, including terminating Plaintiff's
17 employment.

18 129. During the course of Plaintiff's employment, Defendants failed to prevent their
19 employees, including management, from engaging in intentional actions that resulted in
20 Plaintiff being treated less favorably and eventually being terminated because of Plaintiff's
21 protected status (i.e., her physical disability). During the course of Plaintiff's employment,
22 Defendants failed to prevent their employees from engaging in unjustified employment
23 practices against employees in such protected classes. During the course of Plaintiff's
24 employment, Defendants failed to prevent a pattern and practice by its employees of
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1 intentional discrimination and retaliation on the basis of physical disability, and/or other
2 protected status and/or protected activity.

3 130. Plaintiff believes and, on that basis, alleges that her physical disability,
4 and requesting as well as taking time off work to recover and treat for her injuries and physical
5 disabilities, were substantial motivating factors in Defendants' employees' discriminating
6 against her and retaliating against her.

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

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

18 133. As a proximate result of the foregoing conduct, which violated the provisions of
19 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
20 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

21 **SIXTEENTH CAUSE OF ACTION**

22 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC**
23 **POLICY**

24 **(Plaintiff against All Named and DOE Defendants)**

25 134. Plaintiff re-alleges and incorporates by reference each and every allegation in
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27
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1 paragraphs 1 through 133 inclusive, of this Complaint as though fully set forth herein.

2 135. At all times during her employment with Defendants, Plaintiff performed her
3 duties with the utmost diligence and competence.

4 136. Plaintiff is informed and believes and thereon alleges that Defendants' decision
5 to discriminate against her and retaliate against her, as alleged herein, was motivated by
6 Plaintiff's physical disability, and Plaintiff having to miss work due to her disability. Plaintiff
7 is further informed and believes and thereon alleges that any other reasons proffered by
8 Defendants were and are pretextual in nature. Defendants intentionally created the
9 aforementioned discrimination and retaliation and failed to reasonably accommodate Plaintiff's
10 physical disability, thereby not giving Plaintiff an opportunity to work in an environment free
11 of discrimination and retaliation.
12

13 137. The employment of Plaintiff was wrongfully terminated on or around February
14 2, 2022 or early February 2022 in violation of the fundamental public policy of the State of
15 California with respect to discriminating against an employee on account of her physical
16 disability as well as denying reasonable accommodations to Plaintiff. Plaintiff was forced to
17 hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and
18 constitutional expressions of public policy including, but not limited to, California Government
19 Code sections 12940 et seq., and the California Constitution, Article 1 section 8.

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

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

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

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

13 **SEVENTEENTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE PERSONNEL RECORDS**

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

16 141. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 140, inclusive, of this Complaint as though fully set forth herein.
18

19 142. Labor Code section 1198.5 dictates "every current and former employee, or his
20 or her representative, has the right to inspect and receive a copy of the personnel records that
21 the employer maintains relating to the employee's performance or to any grievance concerning
22 the employee."

23 143. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
24 employer shall make the contents of those personnel records available for inspection to the
25 current or former employee, or his or her representative, at reasonable intervals and at
26 reasonable times..." On information and belief, Defendants intentionally failed to provide
27 Plaintiff with personnel records when requested by Plaintiff via certified letter, return receipt
28 requested, on March 25, 2022, as required by law. Plaintiff requested her personnel records in

1 accordance with California Labor Code section 1198.5(k) on March 25, 2022, via certified
2 mail.

3 144. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
4 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
5 suffered and continues to suffer substantial losses related to Defendants' failure to provide
6 personnel records.

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

11 **EIGHTEENTH CAUSE OF ACTION**
12 **FAILURE TO PROVIDE PAY RECORDS**

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

14 146. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 145, inclusive, of this Complaint as though fully set forth herein.

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

19 148. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer
20 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
21 pertaining to a current or former employee shall comply with the request as soon as
22 practicable, but no later than 21 calendar days from the date of the request." On information
23 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
24 by Plaintiff via certified letter, return receipt requested, on March 25, 2022, and as required by
25 law. Plaintiff requested her pay records in accordance with California Labor Code section 226
26 on March 25, 2022, via certified mail, return receipt requested. Defendants failed to provide
27 Plaintiff with an opportunity to inspect or copy her pay records within 21 days.

28 149. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered
and continues to suffer substantial losses related to Defendants' failure to provide pay records.

1 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
2 amount of \$750.00, along with costs and attorney's fees.

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

5 **NINETEENTH CAUSE OF ACTION**

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

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

8 **(Plaintiff against All Named Defendants and all DOE defendants)**

9
10 151. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 150, inclusive, of this Complaint as though fully set forth herein.

12 152. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
13 constitutes unfair and unlawful business practices under California Business and
14 Professions Code Section 17200, et seq.

15 153. Defendants' violations of California labor laws and the labor code as well as FEHA,
16 as alleged above constitutes a business practice because it was done repeatedly over a
17 significant period of time in a systematic manner that was detrimental to Plaintiff and other
18 similarly situated aggrieved employees.

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

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

- 25 1. For special and consequential damages to Plaintiff in an amount subject to proof at
26 trial;
27 2. For general damages in an amount subject to proof at trial;
28

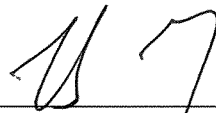
3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
6. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount subject to proof at trial;
7. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
10. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and Representative PAGA claim/action;
11. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of attorney's fees, costs, interest, and penalties according to proof to the extent permitted by law;
12. For restitution and/or damages for all amounts unlawfully withheld from the wages of Plaintiff, as may be proven;
13. For punitive and exemplary damages against Defendants in an amount subject to proof;
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;

1 17. Reasonable attorney's fees where available by law, including but not limited to,
2 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section
3 1021.5, FEHA; and/or other applicable laws; and

4 18. For such other and further relief as this Court may deem proper.
5

6 DATED: July 19, 2022

MESSRELIAN LAW INC.

7
8 By 
9 Harout Messrelian, Esq.
10 Attorneys for Plaintiff Nariseh Yousefi

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
13
14

15 DATED: July 19, 2022

MESSRELIAN LAW INC.

16
17 By 
18 Harout Messrelian, Esq.
19 Attorneys for Plaintiff Nariseh Yousefi
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