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Assigned for All Purposes

Judge William Claster

CX-104

Attorney for Plaintiff,
JEISSY AVILA FERREIRA

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

JEISSY AVILA FERREIRA, an individual,
Plaintiff,

v.

GARDEN GROVE COMMUNITY CARE
FACILITY, INC., a California corporation;
ABN RESIDENT CARE, INC., a California
corporation; CLAUDIA OLTEANU, an
individual; CHRISTINE ALFARO, an
individual; ILLARION ALFARO, an
individual; and DOES 1 through 20, inclusive,
Defendants.

Case No. 30-2022-01270808-CU-WT-CXC

COMPLAINT FOR DAMAGES FOR:

1. **DISCRIMINATION IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.;**
2. **HARASSMENT IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.;**
3. **RETALIATION IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.;**
4. **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION IN VIOLATION OF GOV'T CODE § 12940(k);**
5. **NEGLIGENT SUPERVISION AND RETENTION;**
6. **INTRUSION INTO PRIVATE AFFAIRS;**
7. **RETALIATION (LAB. CODE §98.6);**
8. **RETALIATION (LAB. CODE §§1102.5, 1102.6, 6310);**
9. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
10. **FOR DECLARATORY JUDGMENT.**
11. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 226.7, 510, 1194, 1197);**

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12. **FAILURE TO PAY MINIMUM WAGES**
(CAL. LABOR CODE §§1182.12, 1194,
1194.2, 1197);
 13. **FAILURE TO PAY OVERTIME**
COMPENSATION (CAL. LABOR CODE
§§510, 1194);
 14. **FAILURE TO PROVIDE MEAL AND**
REST PERIODS (CAL. LABOR CODE
§§226.7, 512);
 15. **FAILURE TO PROVIDE ITEMIZED**
WAGE AND HOUR STATEMENTS (CAL.
LABOR CODE §§226, 226.3, 1174 ET
SEQ.);
 16. **WAITING TIME PENALTIES** (CAL.
LABOR CODE §§201-203);
 17. **PRIVATE ATTORNEY GENERAL ACT**
(CAL. LABOR CODE §§2699, ET. SEQ.);
AND
 18. **UNFAIR COMPETITION** (BUS. & PROF.
CODE §17200 ET SEQ.).
 19. **FAILURE TO INDEMNIFY FOR**
NECESSARY BUSINESS EXPENSES
(CAL. LABOR CODE § 2802);
 20. **FAILURE TO PERMIT INSPECTION OF**
PERSONNEL AND PAYROLL RECORDS
(CAL. LABOR CODE §§ 226, 1198.5);

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DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, JEISSY AVILA FERREIRA, and for causes of action against
the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Orange County because
Defendants' obligations and liability arise therein, because Defendants maintain offices and transact

1 business within Orange County, and because the work that is the subject of this action was performed by
2 Plaintiff in Orange County.

3 **THE PARTIES**

4 2. Plaintiff, JEISSY AVILA FERREIRA, is and at all times relevant hereto was a resident
5 of the County of Orange, State of California.

6 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
7 hereto, Defendant GARDEN GROVE COMMUNITY CARE FACILITY, INC., (hereinafter referred to
8 as "GARDEN GROVE COMMUNITY") was and is a California corporation doing business at 11661
9 Puryear Lane, Garden Grove CA 92840 in the County of Orange, State of California.

10 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
11 hereto, Defendant ABN RESIDENT CARE, INC., (hereinafter referred to as "ABN") was and is a
12 California corporation doing business at 11661 Puryear Lane, Garden Grove CA 92840 in the County of
13 Orange, State of California.

14 5. GARDEN GROVE COMMUNITY and ABN are collectively referred to as
15 "EMPLOYERS."

16 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
17 hereto, EMPLOYERS owned and operated a business that operated nursing home facilities.

18 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
19 hereto, Defendant CLAUDIA OLTEANU (hereinafter referred to as "OLTEANU") was and is an
20 individual resident of the County of Orange, State of California. OLTEANU was Plaintiff's manager,
21 corporate agent, supervisor, and/or coworker at EMPLOYERS.

22 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
23 hereto, Defendant CHRISTINE ALFARO (hereinafter referred to as "CHRISTINE") was and is an
24 individual resident of the County of Orange, State of California. CHRISTINE was Plaintiff's manager,
25 corporate agent, supervisor, and/or coworker at EMPLOYERS.

26 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
27 hereto, Defendant ILLARION ALFARO (hereinafter referred to as "ILLARION") was and is an
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1 individual resident of the County of Orange, State of California. ILLARION was Plaintiff's manager,
2 corporate agent, supervisor, and/or coworker at EMPLOYERS.

3 10. OLTEANU, CHRISTINE and ILLARION are hereinafter referred to collectively as
4 "INDIVIDUAL DEFENDANTS".

5 11. At all times relevant herein, INDIVIDUAL DEFENDANTS were each "supervisors"
6 within the meaning of Government Code section 12926, subdivision (t). Plaintiff is informed and
7 believes, and thereon alleges that at all time relevant to this action, INDIVIDUAL DEFENDANTS and
8 DOES 1-20 were managers and/or supervisors of EMPLOYERS, acting as managing agents for
9 EMPLOYERS; INDIVIDUAL DEFENDANTS and DOES 1-20 were each acting within the course and
10 scope of his or her employment and on behalf of Defendant such that his or her acts or omissions are
11 imputed to EMPLOYERS under the doctrine of *respondeat superior*; or, alternatively, at all times
12 relevant to this action, EMPLOYERS cloaked INDIVIDUAL DEFENDANTS and DOES 1-20 with the
13 appearance of actual authority, such that Plaintiff was justified in relying thereon, and therefore his or her
14 acts or omissions are imputed to EMPLOYERS under the doctrine of *respondeat superior*.

15 12. EMPLOYERS, OLTEANU, CHRISTINE and ILLARION are hereinafter referred to
16 collectively as "Defendants".

17 13. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
18 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
19 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
20 persons and are therefore subject to the jurisdiction of this Court.

21 14. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
22 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
23 Commission Order No. 5-2001, and are each an "employer or other person acting on behalf of an
24 employer" as such term is used in Labor Code sections 558, 558.1, and 1197.1, and liable to Plaintiff on
25 that basis.

26 15. The true names and capacities, whether individual, corporate, associate, or otherwise, of
27 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
28 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to

1 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
2 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
3 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
4 alleged hereinafter.

5 16. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
6 of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANTS, acted
7 in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
8 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so,
9 including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based
10 thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20
11 and the INDIVIDUAL DEFENDANTS, and each of them, formed and executed a conspiracy or common
12 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
13 herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff
14 harm.

15 17. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
16 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, co-
17 conspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other
18 Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within
19 the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor
20 status and/or joint venture and with the permission and consent of each of the other Defendants.

21 18. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
22 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
23 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
24 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
25 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
26 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
27 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
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1 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
2 actually causing Plaintiff harm.

3 19. Whenever and wherever reference is made in this complaint to any act or failure to act by
4 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
5 and/or failures to act by each Defendant acting individually, jointly and severally.

6 20. Plaintiff has filed complaints of retaliation, harassment, and wrongful termination under
7 Government Code sections 12940, et seq., the California Fair Employment and Housing Act ("FEHA")
8 with the California Department of Fair Employment and Housing ("DFEH") and has satisfied Plaintiff's
9 administrative prerequisites with respect to these and all related filings.

10 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

11 21. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
12 of interest and ownership between EMPLOYERS and DOES 1-20 that the individuality and separateness
13 of defendants have ceased to exist.

14 22. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
15 purported corporate existence, EMPLOYERS and DOES 1-20 are, in reality, one and the same, including,
16 but not limited to because:

17 a. EMPLOYERS are completely dominated and controlled by one another and
18 DOES 1-20, who personally committed the frauds and violated the laws as set forth in this complaint,
19 and who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
20 accomplish some other wrongful or inequitable purpose.

21 b. EMPLOYERS and DOES 1-20 derive actual and significant monetary benefits by
22 and through one another's unlawful conduct, and by using one another as the funding source for their
23 own personal expenditures.

24 c. EMPLOYERS and DOES 1-20, while really one and the same, were segregated to
25 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
26 accomplishing some other wrongful or inequitable purpose.

27 d. EMPLOYERS do not comply with all requisite corporate formalities to maintain
28 a legal and separate corporate existence.

1 e. The business affairs of EMPLOYERS and DOES 1-20 are, and at all times relevant
2 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
3 inextricable confusion. EMPLOYERS are, and at all times relevant hereto were, used by one another
4 and DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
5 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
6 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
7 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
8 existence of EMPLOYERS and DOES 1-20 should be disregarded in equity and for the ends of justice
9 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

10 23. Accordingly, EMPLOYERS constitute the alter ego of one another and DOES 1-20, and
11 the fiction of their separate corporate existence must be disregarded.

12 24. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
13 thereon alleges that EMPLOYERS and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
14 enterprise, and that Plaintiff was an employee of EMPLOYERS and DOES 1-20. Plaintiff performed
15 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
16 Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in
17 which Defendants' business was and is conducted.

18 25. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
19 between DOES 1-20, EMPLOYERS, or any of them, (1) there is an express or implied agreement of
20 assumption pursuant to which EMPLOYERS and/or DOES 1-20 agreed to be liable for the debts of the
21 other Defendants, (2) the transaction between EMPLOYERS and/or DOES 1-20 and the other Defendants
22 amounts to a consolidation or merger of the two corporations, (3) EMPLOYERS and/or DOES 1-20 are
23 a mere continuation of the other Defendants, or (4) the transfer of assets to EMPLOYERS and/or DOES
24 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, EMPLOYERS
25 and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.
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1 **FACTUAL ALLEGATIONS**

2 26. In or about September 2021, EMPLOYERS hired Plaintiff to live and work as a caretaker
3 in two (2) of their facilities.

4 27. EMPLOYERS owned and operated two (2) facilities: (1) Devoted Family Care Home,
5 located at 12041 Gilbert Street, Garden Grove, CA 92841, and (2) Garden of Eden Guest Home, located
6 at 11661 Puryear Lane, Garden Grove CA 92840.

7 28. Plaintiff lived in Devoted Family Care Home for approximately one and a half (1.5)
8 months. Plaintiff lived in Garden of Eden Guest Home for approximately three and a half (3.5) months.

9 29. OLTEANU was one of the owners of EMPLOYERS.

10 30. CHRISTINE and her husband ILLARION were the main supervisors at EMPLOYERS.

11 **WAGE & HOUR ALLEGATIONS**

12 31. During Plaintiff's first stint working for EMPLOYERS, from September 2021 through
13 December 2, 2021, EMPLOYERS promised to pay Plaintiff \$120.00 per day.

14 32. At the time of Plaintiff's re-hiring, from December 19, 2021, until January 19, 2021, the
15 date of Plaintiff's termination, EMPLOYERS promised to pay Plaintiff \$120.00 per day.

16 33. At all relevant times, Plaintiff was a full-time, non-exempt employee. Plaintiff worked
17 from Monday through Sunday, from 6 a.m. until 6 p.m.

18 34. EMPLOYERS failed to pay Plaintiff for hours worked and EMPLOYERS' failure to pay
19 any wages for Plaintiff's time spent working is a direct violation of Labor Code §§ 1194, 1197, and 510.

20 35. Throughout Plaintiff's employment, EMPLOYERS violated Labor Code § 221 by
21 collecting and/or receiving from Plaintiff, and other aggrieved employees, part of their wages paid by
22 EMPLOYERS to said employees.

23 36. Defendants violated Labor Code §§ 204 and 223 because Defendants failed to pay wages
24 for all hours worked paid at least twice during each calendar month to employees as required "by
25 contract" under Labor Code section 223, as well as an improper collection of wages paid to an employee
26 under Labor Code section 221. *Gonzales v. Downtown LA Motors*, 215 Cal. App. 4th 36 (2d App. Dist.
27 Mar. 6, 2013).

37. Throughout Plaintiff's employment Plaintiff was required to work seven (7) consecutive days a week without rest, which is in violation of Labor Code §§ 551 and 552.

38. Plaintiff was not paid the requisite overtime pay for working on the seventh day.

39. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of Plaintiffs' right to take one or more of their statutory 10-minute rest breaks for every four hours worked or major fraction thereof, and Plaintiff tended to work twelve (12) hours days at a minimum, meaning she was entitled to a second 10-minute rest break on days she worked more than eight (8) hours, but Defendants did not provide nor advise Plaintiff of one or more of his required rest breaks.

40. Throughout Plaintiff's employment, Plaintiff was not provided a second 30-minute meal period on each day Plaintiff worked ten (10) or more hours, which was at least seven (7) days per week.

41. Throughout Plaintiff's employment, Plaintiff was only paid by check and was not provided with paystubs that complied with Labor Code §226.

42. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code §2699. Thus, Plaintiffs, as aggrieved employees, brings an action against Defendants, on behalf of themselves and other current and former employees.

43. Additionally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, as aggrieved employees, Plaintiffs may investigate and pursue claims and penalties on behalf of other aggrieved employees for other violations that they were not personally “aggrieved” by.

FEHA ALLEGATIONS

44. CHRISTINE once asked Plaintiff to give ILLARION a back massage. Plaintiff politely declined CHRISTINE's request. Plaintiff told CHRISTINE that Plaintiff was a "caretaker not a masseuse".

45. CHRISTINE became visibly angry with Plaintiff when she refused to give ILLARION a massage.

46. In retaliation for Plaintiff's refusal to give him a back massage, ILLARION told some of Plaintiff's coworkers at EMPLOYERS that Plaintiff was physically assaulting an elderly patient.

1 47. Plaintiff complained to CHRISTINE that ILLARION was now spreading false
2 accusations about Plaintiff hitting a patient. CHRISTINE ignored these complaints about her husband.

3 48. Plaintiff also made verbal and written complaints to ILLARION directly about his
4 conduct.

5 49. Lastly, Plaintiff went up the chain of command and spoke with OLTEANU, who Plaintiff
6 knew to be one of the owners of EMPLOYERS, about the incident. OLTEANU simply told Plaintiff to
7 ignore CHRISTINE and ILLARION.

8 50. CHRISTINE and ILLARION suffered no form of discipline for their actions.

9 51. During the time, Plaintiff lived in the garage of Garden of Eden Guest Home, CHRISTINE
10 and ILLARION lived in the adjacent house.

11 52. CHRISTINE and ILLARION began walking into Plaintiff's garage whenever they
12 pleased, oftentimes in the middle of the night while Plaintiff was sleeping, for the express purpose of
13 disturbing her sleep. On one occasion, ILLARION walked into Plaintiff's room late at night, while
14 Plaintiff was changing into her pajamas. Plaintiff felt that this was a massive invasion of her privacy, as
15 Plaintiff was partially naked when ILLARION entered her room.

16 53. On or about November 15, 2021, Plaintiff was injured when she fell while mopping.
17 Plaintiff lost her balance and hit her head on the edge of a bed. This limited Plaintiff's ability to perform
18 the major life activity of working and therefore constituted a disability.

19 54. Plaintiff began suffering from headaches soon after the incident. While showering later
20 that night, Plaintiff noticed that there was a gash on her head that was bleeding. Plaintiff reported the
21 injury to OLTEANU, and another one of her supervisors, CASANDRA DOE (hereinafter referred to as
22 "CASSANDRA").

23 55. CASANDRA texted Plaintiff about the cut and stated that "we should make sure it is
24 sealed but no doctor. There is glue for open skin."

25 56. Thereafter, nothing was done about the cut on Plaintiff's head, and Plaintiff continued to
26 suffer headaches.

27 57. Thereafter, in a retaliatory fashion for Plaintiff's complaints and/or for suffering an injury,
28 Defendants terminated Plaintiff's employment on or about January 19, 2022.

58. Plaintiff's termination was substantially motivated by Plaintiff's sex, gender, actual or perceived disability and/or medical condition, use of or anticipated use of medical leave, and engagement in protected activities, such as participating in an investigation for elder abuse and reporting injuries she sustained while at work, and Defendants' retaliatory animus is evidenced by the previously mentioned facts.

GENERAL ALLEGATIONS

59. Defendants' conduct described herein was undertaken, authorized, and/or ratified Defendants' officers, directors and/or managing agents, including, but not limited to those identified herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

60. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general and special damages, including severe and profound pain and emotional distress, anxiety, depression, headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological counseling and treatment, and past and future lost wages and benefits.

61. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses, commissions, benefits and loss or diminution of earning capacity.

62. Plaintiff claims general damages for emotional and mental distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

63. Because the acts taken toward Plaintiff were carried out by officers, directors and/or managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this Court.

FIRST CAUSE OF ACTION
FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.
AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE

64. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as though set forth in full herein.

65. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants and each of them.

66. As such term is used under FEHA, "on the bases enumerated in this part" means or refers to discrimination on the bases of one or more of the protected characteristics under FEHA. FEHA requires Defendants to refrain from discriminating against an employee on the basis of her sex, gender, actual or perceived disability and/or medical condition, use of or anticipated use of medical leave, including and/or engagement in protected activities, and to prevent discrimination, harassment, and retaliation from occurring on the same bases.

67. Plaintiff was a member of multiple protected classes as a result of Plaintiff's sex, gender, actual or perceived disability and/or medical condition, use of or anticipated use of medical leave, and/or engagement in protected activities.

68. At all times relevant hereto, Plaintiff performed her position competently.

69. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination, retaliation, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or return to work, and termination, and was harmed thereby.

70. Plaintiff is informed and believes that Plaintiff's sex, gender, actual or perceived disability and/or medical condition, use of or anticipated use of medical leave, and/or engagement in protected activities, and/or some combination of these protected characteristics under Government Code section 12926, subdivision (j) were motivating reasons and/or factors in Defendants' decisions to subject Plaintiff to the aforementioned adverse employment actions.

71. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff's damage as stated below.

1 72. Defendants discriminated against Plaintiff by, among other things, terminating Plaintiff's
2 employment because of her sex, gender actual or perceived disability and/or medical condition, use of or
3 anticipated use of medical leave, and/or engagement in protected activities.

4 73. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
5 by reference.

6 74. The foregoing conduct of Defendants individually, or by and through their officers,
7 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
8 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
9 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
10 such as to constitute malice, oppression, or fraud under Civil Code section 3294, thereby entitling Plaintiff
11 to punitive damages in an amount appropriate to punish or make an example of Defendants.

12 75. Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a
13 reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

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15 **SECOND CAUSE OF ACTION**
16 **FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.**
17 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

18 76. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as
19 though set forth in full herein.

20 77. At all times hereto, the FEHA was in full force and effect and was binding upon
21 Defendants and each of them.

22 78. As such term is used under FEHA, "on the bases enumerated in this part" means or refers
23 to harassment on the bases of one or more of the protected characteristics under FEHA.

24 79. These laws set forth in the preceding paragraph require Defendants to refrain from
25 harassing, or creating, or maintaining a hostile work environment against an employee based upon the
26 employee's sex, gender, actual or perceived disability and/or medical condition, use of or anticipated use
27 of medical leave, and/or engagement in protected activities, as set forth hereinabove.

1 80. Defendants' harassing conduct was severe or pervasive, unwelcome by Plaintiff, and a
2 reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile
3 or abusive.

4 81. Defendants violated the FEHA and the public policy of the State of California which is
5 embodied in the FEHA by creating a hostile work environment and harassed Plaintiff because of
6 Plaintiff's sex, gender, actual or perceived disability and/or medical condition, use of or anticipated use
7 of medical leave, and/or engagement in protected activities, and/or some combination of these protected
8 characteristics, as set forth hereinabove.

9 82. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or Defendants
10 knew or should have known of the conduct but failed to take immediate and appropriate corrective action.

11 83. The above said acts of Defendants constitute violations of the FEHA and violations of the
12 public policy of the State of California. Such violations were a proximate cause in Plaintiff's damage as
13 stated below.

14 84. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
15 by reference.

16 85. The foregoing conduct of Defendants individually, or by and through their officers,
17 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
18 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
19 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such
20 as to constitute malice, oppression, or fraud under Civil Code section 3294, thereby entitling Plaintiff to
21 punitive damages in an amount appropriate to punish or make an example of Defendants.

22 86. Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a
23 reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

1 **THIRD CAUSE OF ACTION**

2 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.**

3 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

4 87. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as
5 though set forth in full herein.

6 88. At all times hereto, the FEHA was in full force and effect and was binding upon
7 Defendants and each of them.

8 89. Defendants set in motion, beginning with their harassment of Plaintiff, as set forth
9 hereinabove, a campaign which directly led to Plaintiff's termination after complaining about the
10 discriminatory conduct as alleged hereinabove. Defendants therefore did or attempted to aid, abet, incite,
11 compel, or coerce the retaliation which Plaintiff suffered. Government Code section 12940, subdivision
12 (i).

13 90. The laws set forth in the preceding paragraphs require Defendants to refrain from
14 retaliating against an employee for engaging in protected activity.

15 91. Plaintiff engaged in the protected activities of complaining about and protesting
16 Defendants' discriminatory and harassing conduct based upon her sex, gender, actual or perceived
17 disability and/or medical condition, use of or anticipated use of medical leave, and/or engagement in
18 protected activities, and violation of local, state and federal laws.

19 92. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination,
20 failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or return to work,
21 termination, and was harmed thereby.

22 93. Plaintiff is informed and believes that Plaintiff's conduct of complaining about and
23 protesting about Defendants' discriminatory and unlawful conduct were motivating reasons and/or
24 factors in the decisions to subject Plaintiff to the aforementioned adverse employment actions.

25 94. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff's
26 employment for attempting to exercise Plaintiff's protected rights, as set forth hereinabove.

1 95. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
2 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or at
3 the direction of, each other Defendants and the other Managers.

4 96. The above said acts of Defendants constitute violations of the FEHA and were a proximate
5 cause in Plaintiff's damage as stated below.

6 97. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
7 by reference.

8 98. The foregoing conduct of Defendants individually, or by and through their officers,
9 directors and/or managing agents, was intended by Defendants to cause injury to the Plaintiff or was
10 despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of
11 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
12 such as to constitute malice, oppression, or fraud under Civil Code section 3294, thereby entitling
13 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

14 99. Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a
15 reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

16
17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**
19 **IN VIOLATION OF GOV'T CODE § 12940(k)**
20 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

21 100. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as
22 though set forth in full herein.

23 101. At all times hereto, the FEHA, including in particular Government Code section 12940,
24 subdivision (k), was in full force and effect and was binding upon Defendants. This subsection imposes
25 a duty on Defendants to take all reasonable steps necessary to prevent discrimination, harassment, and
26 retaliation from occurring. As alleged above, Defendants violated this subsection and breached their duty
27 by failing to take all reasonable steps necessary to prevent discrimination, harassment and retaliation
28 from occurring.

1 102. Plaintiff is informed and believes Defendants failed to take immediate and appropriate
2 corrective action to end the discrimination, harassment, and retaliation. Plaintiff also believes Defendants
3 failed to take all reasonable steps necessary to prevent the discrimination, harassment, and retaliation
4 from occurring.

5 103. In failing and/or refusing to take immediate and appropriate corrective action to end the
6 discrimination, harassment, and retaliation and in failing and/or refusing to take all or reasonable steps
7 necessary to prevent discrimination, harassment and retaliation from occurring, Defendants violated
8 Government Code section 1290, subdivision (k).

9 104. The above said acts of Defendants constitute violations of the FEHA and were a proximate
10 cause in Plaintiff's damage as stated below.

11 105. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
12 by reference.

13 106. The foregoing conduct of Defendants individually, or by and through their officers,
14 directors and/or managing agents, was intended by Defendants to cause injury to the Plaintiff or was
15 despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of
16 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
17 such as to constitute malice, oppression, or fraud under Civil Code section 3294, thereby entitling
18 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

19 107. Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a
20 reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

21
22 **FIFTH CAUSE OF ACTION**
23 **FOR COMMON LAW NEGLIGENT SUPERVISION AND RETENTION**
24 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

25 108. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as
26 though set forth in full herein.

27 109. An employer is liable for negligent supervision or retention of an employee if the
28 employer knew or should have known that the employee created a particular risk to others; that the

1 employee harmed the plaintiff, and that the employer's negligence in supervising or retaining the
2 employee was a substantial factor in causing the plaintiff's harm.

3 110. Employers owed Plaintiff a duty of reasonable care to supervise their employees and to
4 take reasonable steps to prevent them from harassing, threatening or injuring Plaintiff.

5 111. Employers further owed Plaintiff a duty of reasonable care to discharge from
6 employment employees who had harassed, threatened or injured or were reasonably likely to harass,
7 threaten or injure others with whom they came into contact at work, including Plaintiff.

8 112. Employers had reason to know that the ILLARION created a risk or threat of injury to
9 Plaintiff, as alleged herein, due to Plaintiff's complaints of ILLARION's behavior, including but not
10 limited to ILLARION's harassment of Plaintiff, and ratification by Employers.

11 113. Employers breached its duties by failing to properly supervise or control ILLARION;
12 and by failing to terminate the employment of the ILLARION so that Plaintiff could work in a
13 reasonably safe environment free from discrimination, hostility, intimidation, and harassment.

14 114. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
15 by reference.

16 115. Pursuant to this Court's statutory authority, Plaintiff requests an award of punitive
17 damages, in addition to general and special damages, and other relief the court deems proper.

18 116. Pursuant to this Court's statutory authority, Plaintiff requests an award of attorneys'
19 fees, and costs in prosecuting this action, including expert fees and any other relief the court deems
20 proper.

21 117. The foregoing conduct of Defendants, by and through its officers, directors and/or
22 managing agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct
23 carried out by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected
24 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute
25 malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in
26 an amount appropriate to punish or make an example of Defendants.

SIXTH CAUSE OF ACTION
FOR INTRUSTION INTO PRIVATE AFFAIRS
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

118. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 56, inclusive, as though set forth in full herein.

119. At all times hereto, Plaintiff had a legitimate expectation of privacy while changing her clothes during work in the only place provided by Defendants.

120. Defendants owed a duty to Plaintiff to ensure that she was in a private location, free from intrusion while changing her clothes.

121. The failure to ensure that Plaintiff was changing her clothes in a private location, free from intrusion, is highly offensive to a reasonable person.

122. The intrusion was into a place or thing, which was private and is entitled to be private. Plaintiff changed in Defendants' garage, which also served as her residence, with the expectation that people would not intrude and that her ability to change clothes would be private.

123. The failure to provide a private location, free from intrusion, while Plaintiff changed clothes constitutes an intentional interference with Plaintiff's interest in solitude or seclusion, as to her private affairs, of a kind that would be highly offensive to a reasonable person.

124. Defendants acted with a knowing state of mind when they made minimal and inadequate security practices to prevent intrusion from employees while Plaintiff changed clothes. ILLARION and CHRISTINE were able to enter the garage, which also served as Plaintiff's residence, whenever they sought fit, including while Plaintiff was partially naked and changing her clothes.

125. Acting with this knowledge, Defendants had notice and knew that their inadequate security practices would cause injury to Plaintiff.

126. Defendants' minimal and inadequate security practices, which allowed ILLARION and CHRISTINE to enter into the only place made available for Plaintiff to change clothes, would be highly offensive to a reasonable person.

127. As a proximate result of Defendants' acts and omissions, Plaintiff's privacy was violated causing Plaintiff to suffer damages.

1 128. Unless and until enjoined, and restrained by order of this Court, Defendants' wrongful
2 conduct will continue to cause great and irreparable injury to Plaintiff and other aggrieved employees.

3 129. The damage allegations of Paragraphs 57 through 61, inclusive, are herein incorporated
4 by reference.

5 130. The foregoing conduct of Defendants individually, or by and through their officers,
6 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
7 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
8 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
9 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
10 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

11
12 **SEVENTH CAUSE OF ACTION**

13 **RETALIATION**

14 **LABOR CODE §98.6**

15 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

16 131. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as
17 though set forth in full herein.

18 132. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an
19 employee for political activities; for complaining that he or she is owed unpaid wages, for
20 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,
21 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's
22 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for
23 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private
24 Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code. Thus,
25 Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating
26 against an employee who, among other things, has exercised his or her rights under that Chapter (Chapter
27 5 of the Labor Code, which encompasses §1102.5), including the right to take meal breaks, and/or made
28 a written or oral complaint that he or she is owed unpaid wages. An employee who has been discharged

1 or retaliated against in violation of Labor Code §98.6 is entitled to recovery of a civil penalty against the
2 employer in an amount not exceeding ten thousand dollars (\$10,000.00) for each violation of that section.

3 133. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff was
4 terminated from Plaintiff's employment with Defendants as a result of Plaintiff's participation in an
5 investigation for elder abuse at the facility and her complaints about unfair treatment and various injuries
6 Plaintiff sustained while at work but never received medical attention for.

7 134. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
8 Defendants, and Defendants' officers and/or managing agents, including those identified herein as DOES
9 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for
10 Defendants. The aforementioned conduct of said managing agents and individuals was therefore
11 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and
12 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
13 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
14 and designated herein as DOES 1-20, inclusive.

15 135. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
16 by reference.

17 136. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
18 \$10,000.00 for Defendants' violations of Labor Code § 98.6.

19 137. Because the acts taken toward Plaintiff were carried out by managerial employees acting
20 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and
21 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
22 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

EIGHTH CAUSE OF ACTION
FOR RETALIATION
IN VIOLATION OF LABOR CODE §§ 1102.5, 1102.6 6310
AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE

138. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as though set forth in full herein.

139. At all relevant times, Labor Code §1102.5(a) was in full force and effect, and was binding on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from discharging an employee or in any manner discriminating or retaliating against, or taking any adverse action against, an employee because, among other things, the employee disclosed information to a government or law enforcement agency, or to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties. Pursuant to Labor Code §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.

140. At all relevant times, Labor Code section 6310 was in full force and effect and was binding on Defendants. Labor Code section 6310 prohibits discrimination, including discharge or a threat of the same, demotion, suspension or other adverse action because an employee made an oral or written complaint to their employer with reference to employee health or safety. Any employee who is discriminated against shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer. Any employer who willfully refuses to rehire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a misdemeanor.

1 141. Defendants subjected Plaintiff to the adverse employment action, including without
2 limitation, termination because Plaintiff reported the suspected violations of California Law and the
3 Labor Code to Plaintiff's supervisors, including that she had been falsely accused of elder abuse by a
4 supervisor in retaliation for refusing to give the supervisor a massage and that Plaintiff never received
5 medical attention for injuries she suffered about work.

6 142. Plaintiff was terminated from his employment with Defendants as a result of his exercise
7 of his rights under Labor Code section §§98.6, 1102.5, 6310. Defendants' retaliatory animus is
8 evidenced by, among other things, the following facts: (1) Plaintiff's termination occurred following
9 Plaintiff making complaints about conduct she believed was unlawful, (2) there were no performance
10 issues or any other legitimate reason for Plaintiff's termination.

11 143. Plaintiff's reports of these violations were a motivating and contributing factor for the
12 adverse employment actions by Defendants against Plaintiff.

13 144. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
14 Defendants, and Defendants' officers and/or managing agents, including INDIVIDUAL DEFENDANTS
15 and those identified herein as DOES 1-20, who were authorized and empowered to make decisions that
16 reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and
17 individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced
18 knowledge of the actions and conduct of said individuals whose actions and conduct were ratified,
19 authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this
20 time and are therefore identified and designated herein as DOES 1-20, inclusive.

21 145. Said conduct violates Labor Code Labor Code §§1102.5, 1102.6, and 6310, and such
22 violations were a proximate cause in Plaintiff's damages as hereinabove stated.

23 146. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
24 \$10,000.00 for Defendants' violations of Labor Code § 1102.5.

25 147. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
26 by reference.

27 148. The foregoing conduct of Defendants individually, or by and through their managing
28 agents, was intended by Defendants to cause injury to Plaintiff, or was despicable conduct carried on

1 by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
2 cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice,
3 oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an
4 amount appropriate to punish or make an example of Defendants.

5
6 **NINTH CAUSE OF ACTION**
7 **FOR WRONGFUL TERMINATION**
8 **IN VIOLATION OF PUBLIC POLICY**
9 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

10 149. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as
11 though set forth in full herein.

12 150. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
13 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
14 discriminating against any employee on the basis of sex, disability, medical condition, real or perceived,
15 and use of medical leave, and from retaliating against any employee who engages in protected activity.
16 At all times mentioned in this complaint, Article I, Section 8 of the California Constitution was in full
17 force and effect and binding on Defendants. This law requires Defendants to refrain from disqualifying
18 a person from pursuing employment on the basis of sex.

19 151. At all times mentioned in this complaint, it was a fundamental policy of the State of
20 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of sex,
21 gender, actual or perceived disability and/or medical condition, use of or anticipated use of medical leave,
22 and/or engagement in protected activities, opposing workplace harassment and violation of the wage and
23 hour laws.

24 152. At all times mentioned in this complaint, Labor Code §§ 98.6, 232.5, and 1102.5 were in
25 full force and effect and binding on Defendants. Labor Code § 98.6 reflects the State's broad public
26 policy interest in protecting the rights of individual employees and job applicants who could not otherwise
27 afford to protect themselves from violations of the Labor Code. Labor Code § 1102.5 reflects the State's
28 broad public policy interest in encouraging workplace "whistleblowers," who may without fear of

1 retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether the
2 reporting is made to governmental agencies or to the employer itself, and irrespective of whether the
3 employee's suspicions are correct that the challenged conduct actually violates some law. Indeed, the
4 law in California is that an employee's good faith but mistaken belief in the illegality of his or her co-
5 workers', supervisor's, and employer's conduct is protected from employer retaliation in the whistle-
6 blowing context. These laws require Defendants to refrain, among other things, from discharging,
7 suspending, or in any other manner discriminating against an employee because the employee has made
8 a bona fide oral or written complaint to his or her employer and disclosed the employer's working
9 conditions, or the employer believes that the employee disclosed or may disclose information to a
10 government or law enforcement agency, and the employee shall be entitled to reinstatement and
11 reimbursement for lost wages and work benefits caused by the acts of the employer. The Labor code
12 furthers that any employer who willfully refuses to rehire, promote, or otherwise restore an employee is
13 guilty of a misdemeanor.

14 153. At all times mentioned in this complaint, it was a fundamental policy of the State of
15 California that Defendants cannot retaliate against any employee on the basis of engagement in protected
16 activity.

17 154. Plaintiff believes and thereon alleges that Plaintiff's sex, gender actual or perceived
18 disability and/or medical condition, use of or anticipated use of medical leave and/or engagement in
19 protected activities were factors in Defendants' conduct as alleged hereinabove.

20 155. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's
21 employment on the basis of her sex, gender actual or perceived disability and/or medical condition, use
22 of or anticipated use of medical leave and/or engagement in protected activities were a proximate cause
23 in Plaintiff's damages as stated below.

24 156. At all times mentioned in this complaint, it was a fundamental policy of the State of
25 California that Defendants cannot discriminate and/or retaliate against any employee who is a member
26 of protected class under FEHA.

1 157. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's use of
2 medical leave, complaints about Labor Code violations, and/or Plaintiff's status of a protected member
3 of class under the FEHA was a proximate cause in Plaintiff's damages as stated below.

4 158. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
5 engagement in protected activities under Labor Code §§ 98.6 and/or 1102.5 was a proximate cause in
6 Plaintiff's damages as stated below.

7 159. Plaintiff believes and thereon alleges that Defendants violated Labor Code sections 98.6
8 and/or 1102.5 after discharging and retaliating against her after she exercised her rights under the Labor
9 Code.

10 160. The above said acts of Defendants constitute violations of the Government Code, Labor
11 Code, and the public policy of the State of California embodied therein as set forth above. Defendants
12 violated these laws by retaliating against Plaintiff and terminating Plaintiff's employment in retaliation
13 for exercise of protected rights.

14 161. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
15 by reference.

16 162. The foregoing conduct of Defendants individually, or by and through their officers,
17 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
18 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
19 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
20 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
21 punitive damages in an amount appropriate to punish or make an example of Defendants.

22 163. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
23 attorneys' fees and costs, including expert fees pursuant to the FEHA.

TENTH CAUSE OF ACTION
FOR DECLARATORY JUDGMENT
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

164. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 163, inclusive, as though set forth in full herein.

165. Government Code section 12920 sets forth the public policy of the State of California as follows:

It is hereby declared as the public policy of this state that it is necessary to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

It is recognized that the practice of denying employment opportunity and discriminating in the terms of employment for these reasons foments domestic strife and unrest, deprives the state of the fullest utilization of its capacities for development and advancement, and substantially and adversely affects the interests of employees, Defendants, and the public in general.

Further, the practice of discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in housing accommodations is declared to be against public policy.

It is the purpose of this part to provide effective remedies that will eliminate these discriminatory practices.

This part shall be deemed an exercise of the police power of the state for the protection of the welfare, health, and peace of the people of this state.

166. Government Code section 12920.5 embodies the intent of the California legislature and states:

In order to eliminate discrimination, it is necessary to provide effective remedies that will both prevent and deter unlawful employment practices and redress the adverse effects of those practices on aggrieved persons. To that end, this part shall be deemed an exercise of the Legislature's authority pursuant to Section 1 of Article XIV of the California Constitution.

167. Moreover, Government Code section 12921, subdivision (a) says in pertinent part:

1 The opportunity to seek, obtain, and hold employment without
2 discrimination because of race, religious creed, color, national origin,
3 ancestry, physical disability, mental disability, medical condition, genetic
information, marital status, sex, gender, gender identity, gender expression,
age, or sexual orientation is hereby recognized as and declared to be a civil
right.

4
5 168. An actual controversy has arisen and now exists between Plaintiff and Defendants
6 concerning their respective rights and duties as it is believed that Defendants may allege that they did not
7 discriminate and retaliate against Plaintiff; that Plaintiff was not terminated as a result of Plaintiff's sex,
8 gender actual or perceived disability and/or medical condition, use of or anticipated use of medical leave
9 and/or engagement in protected activities, and/or some combination of these protected characteristics.
10 Plaintiff contends that Defendants did discriminate and retaliate against Plaintiff on the basis of Plaintiff's
11 sex, gender actual or perceived disability and/or medical condition, use of or anticipated use of medical
12 leave and/or engagement in protected activities, and/or some combination of these protected
13 characteristics; and that Plaintiff was retaliated against and, ultimately wrongfully terminated as a result
14 of Plaintiff's sex, gender actual or perceived disability and/or medical condition, use of or anticipated
15 use of medical leave and/or engagement in protected activities, and/or some combination of these
16 protected characteristics. Plaintiff is informed and believes, and on that basis alleges, that Defendants
shall dispute Plaintiff's contentions.

17
18 169. Pursuant to Code of Civil Procedure section 1060, Plaintiff desires a judicial
19 determination of Plaintiff's rights and duties, and a declaration that Defendants harassed Plaintiff on the
20 basis of Plaintiff's sex, gender actual or perceived disability and/or medical condition, use of or
21 anticipated use of medical leave and/or engagement in protected activities, and/or some combination of
these protected characteristics.

22
23 170. Pursuant to Code of Civil Procedure section 1060, Plaintiff seeks a judicial determination
24 of Plaintiff's rights and duties, and a declaration that Plaintiff's sex, gender actual or perceived disability
25 and/or medical condition, use of or anticipated use of medical leave and/or engagement in protected
26 activities, and/or some combination of these protected characteristics was a substantial motivating factor
in the decision to subject Plaintiff to the aforementioned adverse employment actions.

27
28 171. A judicial declaration is necessary and appropriate at this time under the circumstances in
order that Plaintiff, for Plaintiff and on behalf of employees in the State of California and in conformity

1 with the public policy of the State, obtain a judicial declaration of the wrongdoing of Defendants and to
2 condemn such discriminatory employment policies or practices prospectively. *Harris v. City of Santa*
3 *Monica* (2013) 56 Cal.4th 203.

4 172. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
5 by reference.

6 173. A judicial declaration is necessary and appropriate at this time such that Defendants may
7 also be aware of their obligations under the law to not engage in discriminatory practices and to not
8 violate the law in the future.

9 174. Government Code section 12965, subdivision (b), provides that an aggrieved party, such
10 as the Plaintiff herein, may be awarded reasonable attorney's fees and costs: "In civil actions brought
11 under this section, the court, in its discretion, may award to the prevailing party, including the department,
12 reasonable attorney's fees and costs, including expert witness fees." Such fees and costs expended by an
13 aggrieved party may be awarded for the purpose of redressing, preventing, or deterring discrimination
14 and harassment.

15
16 **ELEVENTH CAUSE OF ACTION**

17 **FOR FAILURE TO PAY WAGES DUE**

18 **LABOR CODE §§201, 226.7, 510, 1182.12, 1194, 1194.2, 1197**

19 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

20 175. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as
21 though set forth in full herein.

22 176. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
23 required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants
24 routinely underpaid Plaintiff, failed to pay Plaintiff for hours worked beyond eight in a day or 40 per
25 week, and failed to pay Plaintiff wages for missed meal and rest breaks.

26 177. Labor Code §§ 1194(a) states in pertinent part: "Notwithstanding any agreement to work
27 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a
28

1 civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon,
2 reasonable attorney's fees, and costs of suit."

3 178. Labor Code §§ 1194.2(a) states in pertinent part: "In any action under ... 1194 or 1197.1
4 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
5 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal
6 to the wages unlawfully unpaid and interest thereon."

7 179. Labor Code § 1197 states: "The minimum wage for employees fixed by the commission
8 or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment
9 of a lower wage than the minimum so fixed is unlawful."

10 180. Defendants violated Labor Code §§ 204 and 223 because Defendants failed to pay wages
11 for all hours worked paid at least twice during each calendar month to employees as required "by
12 contract" under Labor Code section 223, as well as an improper collection of wages paid to an employee
13 under Labor Code section 221. *Gonzales v. Downtown LA Motors*, 215 Cal. App. 4th 36 (2d App. Dist.
14 Mar. 6, 2013).

15 181. Defendants, as a pattern and practice in uniform administration of corporate policy with
16 regard to Plaintiff and the other aggrieved employees, required Plaintiff and the other aggrieved
17 employees to perform labor without compensation. Specifically, Plaintiff and the other aggrieved
18 employees were made to work through their rest breaks and were not paid for all hours worked.

19 182. As such, Defendants required the Plaintiff and the other aggrieved employees to remain
20 under Defendants' control without paying therefore, which resulted in Plaintiff and the other aggrieved
21 employees earning less than the legally required minimum wage and/or prevailing wage in the State of
22 California.

23 183. Defendants' pattern and practice in uniform administration of corporate policy regarding
24 Defendants' failure to pay the legal minimum wage to Plaintiff and the other aggrieved employees as
25 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
26 Plaintiff and the other aggrieved employees, in a civil action, for the unpaid balance of the full amount
27 of the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage
28 and the straight time compensation, including interest thereon.

1 184. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
2 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

3 185. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
4 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
5 recover such amounts, plus interest thereon, attorneys' fees and costs.

6 186. Pursuant to Labor Code § 1194.2(a), Plaintiff and the other aggrieved employees seek
7 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

8 187. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, Plaintiff
9 and the other aggrieved employees seek recovery of pre-judgment interest on all amounts recovered
10 herein.

11 188. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
12 by reference.

13 189. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), Plaintiff and the other
14 aggrieved employees request that the Court award reasonable attorneys' fees and costs incurred by them
15 in this action

16 190. Labor Code §558(a) provides that any person acting on behalf of an employer who
17 violates, or causes to be violated, any statute or provision regulating hours and days of work in any order
18 of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid
19 employee for each pay period in which the employee was underpaid in addition to an amount sufficient
20 to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting
21 on behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period
22 for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

TWELFTH CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

191. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as though set forth in full herein.

192. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum wage for every hour worked.

193. Pursuant to Labor Code § 515(d)(2), salary is deemed to provide compensation only for the employee's regular, nonovertime hours, notwithstanding any private agreement to the contrary. As a result, Plaintiff was paid no wages at all, for hours beyond 8 in a day, or 40 in a week. Based upon Plaintiff's salary, from December 19, 2021, until January 19, 2021, pursuant to Labor Code §515(d)(1), Plaintiff's hourly wage rate is 1/40th of the Plaintiff's weekly salary, or \$15.00.

194. The historical minimum wage requirements in California are as follows:

Effective	26+ employees	1-25 employees
1/1/21	\$13.00	\$14.00
1/1/20	\$12.00	\$13.00
1/1/19	\$12.00	\$11.00
1/1/18	\$11.00	\$10.50
1/1/17	\$10.50	\$10.00

Effective	New wage	Old Wage
1/1/16	\$10.00	\$9.00
7/1/14	\$9.00	\$8.00
1/1/08	\$8.00	\$7.50
1/1/07	\$7.50	\$6.75

195. In the one year immediately preceding the filing of this complaint, Defendants failed and refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code §1182.12, in each of the following ways:

1 196. From September 2021 through December 2, 2021, Plaintiff worked approximately 28
2 hours per week without getting paid anything. Therefore, Plaintiff is owed \$5,460 calculated at 28 unpaid
3 hours per week for 13 weeks, at \$15.00 per hour.

4 197. From December 19, 2021, through December 31, Plaintiff worked approximately 28 hours
5 per week without getting paid anything. Therefore, Plaintiff is owed \$720.00 calculated at 28 unpaid
6 hours per week for 1 week and five days, at \$15.00 per hour.

7 198. From January 1, 2022, through January 19, 2022, Plaintiff worked approximately 28 hours
8 per week without getting paid anything. Therefore, Plaintiff is owed \$1,080.00 calculated at 28 unpaid
9 hours per week for 2 weeks and four days, at \$15.00 per hour.

10 199. For the entirety of claim periods set forth above, September 2021 through January 19,
11 2022, Plaintiff is owed unpaid minimum wages in the amount of \$7,260.00.

12 200. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is
13 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action
14 for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between
15 the straight time compensation paid and applicable minimum wage, including interest thereon.

16 201. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable
17 attorneys' fees and costs incurred by Plaintiff in this action.

18 202. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
19 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
20 additional 7,260.00, plus interest thereon.

21 203. The damage allegations of Paragraphs 59 through 63, inclusive, are herein incorporated
22 by reference.

23 204. Pursuant to Labor Code § 1194.2(a), the Plaintiff and the other aggrieved employees seek
24 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

25 205. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, Plaintiff
26 and the other aggrieved employees seek recovery of pre-judgment interest on all amounts recovered
27 herein.
28

THIRTEENTH CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
LABOR CODE §§510, 1194
AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE

206. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as though set forth in full herein.

207. Labor Code §510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight (8) hours of work done on the seventh consecutive day of work done in any work week and double-time compensation for any work done beyond the first eight (8) hours on the seventh consecutive day of work.

208. At all relevant times, Defendants required Plaintiff to work more than eight hours per day and/or more than 40 hours per workweek.

209. Plaintiff regularly worked approximately 12 hours each day, 7 days a week, without a day of rest.

210. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

211. In the one-year last past, Plaintiff worked 28 hours of overtime each week, all of which should have been paid at 1.5 times or 2.0 times Plaintiff's regular hourly wage rate at that time. Defendants failed to pay Plaintiff the requisite overtime wages in each of the following ways in the one year immediately preceding the filing of this complaint:

a. From September 2021 through December 2, 2021, Plaintiff's hourly overtime rate was \$22.50, and Plaintiff worked 24 hours of overtime each week for thirteen (13) weeks, or 312 hours, but did not receive any wages for these hours at all. Therefore, less the hourly wage of \$15.00 per hour

1 which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$7.50 for each of
2 those hours, totaling \$2,340.00;

3 b. From September 2021 through December 2, 2021, Plaintiff's hourly double-time
4 rate was \$30.00, and Plaintiff worked 4 hours of overtime each week for thirteen (13) weeks, or 52 hours,
5 but did not receive any wages for these hours at all. Therefore, less the hourly wage of \$15.00 per hour
6 which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$15.00 for each of
7 those hours, totaling \$780.00;

8 c. From December 19, 2021, through December 31, 2021, Plaintiff's hourly overtime
9 rate was \$22.50, and Plaintiff worked 24 hours of overtime each week for one (1) week and five (5) days,
10 or 44 hours, but did not receive any wages for these hours at all. Therefore, less the hourly wage of \$15.00
11 per hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$7.50 for
12 each of those hours, totaling \$330.00;

13 d. From December 19, 2021, through December 31, 2021, Plaintiff's hourly double-
14 time rate was \$30.00, and Plaintiff worked 4 hours of overtime each week for one (1) week and five (5)
15 days, or 4 hours, but did not receive any wages for these hours at all. Therefore, less the hourly wage of
16 \$15.00 per hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed
17 \$15.00 for each of those hours, totaling \$60.00;

18 e. From January 1, 2022, through January 19, 2022, Plaintiff's hourly overtime rate
19 was \$22.50, and Plaintiff worked 24 hours of overtime each week for two (2) weeks and four (4) days,
20 or 64 hours, but did not receive any wages for these hours at all. Therefore, the hourly wage of \$15.00
21 per hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$7.50 for
22 each of those hours, totaling \$480.00;

23 f. From January 1, 2022, through January 19, 2022, Plaintiff's hourly double-time
24 rate was \$30.00, and Plaintiff worked 4 hours of overtime each week for two (2) weeks and four (4) days,
25 or 8 hours, but did not receive any wages for these hours at all. Therefore, the hourly wage of \$15.00 per
26 hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$15.00 for
27 each of those hours, totaling \$120.00;

28

1 212. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
2 of at least \$4,110.00, above and beyond the wages sought in the preceding cause of action for these same
3 hours.

4 213. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
5 Code §510, 8 Code Regulations §11050, and Industrial Welfare Commission Order No. 5-2001

6 214. Plaintiffs have been deprived of their rightfully earned overtime compensation as a direct
7 and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiffs are entitled
8 to recover such amounts, plus interest thereon, attorneys' fees, and costs.

9
10 **FOURTEENTH CAUSE OF ACTION**
11 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
12 **LABOR CODE § 226.7, 512**
13 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

14 215. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as
15 though set forth in full herein.

16 216. Labor Code §512 requires employers to provide every employee with an uninterrupted
17 meal period of not less than thirty (30) consecutive minutes, for every period of work exceeding five (5)
18 hours.

19 217. Labor Code §226.7 require an employer to provide employees with an uninterrupted rest
20 period of not less than ten (10) minutes, for every period worked of four (4) hours, or a substantial portion
21 thereof.

22 218. For approximately four (4) months, Plaintiff worked at least seven (7), twelve-hour
23 workdays per week, and was thereby entitled to take two (2) uninterrupted 30-minute meal periods on
24 those days.

25 219. Defendants failed and refused to provide Plaintiff with meal periods, and failed to
26 compensate Plaintiff for missed meal periods, as required by Labor Code §§226.7 and the applicable
27 sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001.

1 220. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate,
2 whichever is greater, for each day that Plaintiff was denied such meal periods, calculated as follows:

3 a. From approximately September 1, 2021, through December 2, 2021, Plaintiff's statutory
4 30-minute meal periods were missed, interrupted or cut short no less than 7 days per week for 13 weeks,
5 or on approximately 92 days. Consequently, Plaintiff is owed one hour of pay at \$15.00 for each day, or
6 \$1,380.00 plus interest thereon, for unpaid missed or interrupted meal periods;

7 b. From approximately December 19, 2021, through January 19, 2022, Plaintiff's statutory
8 30-minute meal periods were missed, interrupted or cut short no less than 7 days per week for
9 approximately 4 weeks, or on approximately 31 days. Consequently, Plaintiff is owed one hour of pay at
10 \$15.00 for each day, or \$465.00 plus interest thereon, for unpaid missed or interrupted meal periods;

11 221. Thus, the total missed meal period compensation owing Plaintiff for this time period is \$1,
12 845.00.

13 222. For approximately four (4) months, Plaintiff worked seven (7) twelve-hour workdays per
14 week and was thereby entitled to take two (2) 10-minute rest periods on each day of work.

15 223. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate,
16 whichever is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

17 a. From approximately September 1, 2021, through December 2, 2021, Plaintiff was not
18 permitted and not advised of Plaintiff's right to take on or more of Plaintiff's statutory 10-minute rest
19 period for days on which Plaintiff worked for at least four hours, which was each day Plaintiff worked,
20 or approximately 92 days. Consequently, Plaintiff is owed one hour of pay at \$15.00 for each day, or
21 \$1,380.00 plus interest thereon, for unpaid rest periods;

22 b. From approximately December 19, 2021, through January 19, 2022, Plaintiff was not
23 permitted and not advised of Plaintiff's right to take on or more of Plaintiff's statutory 10-minute rest
24 period for days on which Plaintiff worked for at least four hours, which was each day Plaintiff worked,
25 or approximately 31 days. Consequently, Plaintiff is owed one hour of pay at \$15.00 for each day, or
26 \$465.00 plus interest thereon, for unpaid rest periods.

27 224. Thus, the total missed rest period compensation owing Plaintiff for this time period is
28 \$1,845.00.

225. Thus, the total missed meal and rest period compensation owing Plaintiff for this time period is \$3,690.00.

226. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

227. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover such amounts in the combined amount of \$3,690.00, pursuant to Labor Code §226.7(b), plus interest thereon and costs of suit.

FIFTEENTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS

LABOR CODE §§226, 226.3, 1174 ET SEQ.

AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE

228. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as though set forth in full herein.

229. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

230. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

231. At all relevant times, Defendants failed to provide Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in

1 effect during each pay period and the corresponding number of hours worked at each hourly rate by
2 Plaintiff. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and contained
3 almost none of the required information, including hours actually worked.

4 232. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

5 233. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
6 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
7 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
8 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
9 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
10 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
11 meal period, and rest period wages.

12 234. Plaintiff was paid every two (2) weeks, and therefore Defendants violated Labor Code
13 §226 approximately twenty-six (26) times during the last year that Plaintiff worked for Defendants.
14 Consequently, Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory
15 maximum amount of \$4,000.00, whichever is greater.

16 235. In addition, thereto, Plaintiff is entitled civil penalties pursuant to Labor Code §226.3 in
17 the amount of \$25,250.00 (\$250.00 + \$1,000.00 x 25 subsequent pay periods).

18 236. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
19 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
20 applicable provisions, as well as attorneys' fees and costs.

21
22 **SIXTEENTH CAUSE OF ACTION**

23 **FOR WAITING TIME PENALTIES**

24 **LABOR CODE §§201-203**

25 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

26 237. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as
27 though set forth in full herein.

1 238. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
2 other compensation due immediately upon termination or within 72 hours of resignation, as required.
3 These wages refer to, at a minimum, unpaid overtime compensation, that Defendants should have paid,
4 but did not pay to Plaintiff during the term of Plaintiff's employment and which were, at the latest, due
5 within the time restraints of Labor Code §§201-203.

6 239. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
7 203.

8 240. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
9 is entitled to payment of Plaintiff's overtime, as previously pleaded herein, and more than \$6,300.00 in
10 wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of \$210.00, inclusive of
11 overtime and double-time.

12 241. Based on Defendants' conduct as alleged herein, Defendants are liable for \$6,300.00 in
13 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
14 fees and costs.

15
16 **SEVENTEENTH CAUSE OF ACTION**
17 **FOR PRIVATE ATTORNEY GENERAL ACT**
18 **LABOR CODE §2699**
19 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

20 242. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 241, inclusive, as
21 though set forth in full herein.

22 243. Under Labor Code §2699, Plaintiffs, as an aggrieved employee, may bring an action
23 against Defendants, on behalf of himself and other current or former employees, seeking statutory civil
24 penalties for Defendants' violations of the California Labor Code.

25 244. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
26 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
27 previously pleaded in this Complaint.
28

245. On March 22, 2022, more than 65 calendar days before filing this Complaint, Plaintiffs provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 98.6, 200, 201, 202, 203, 204, 221, 226, 226.3, 226.7, 510, 512, 558, and 1102.5, 1174, 1182.12, 1194, 1194.2, 1197.1, 2802 each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

246. As of the filing of this Complaint, Plaintiffs have not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

247. Further, as of the filing of this Complaint, Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

248. Additionally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, as aggrieved employees, Plaintiffs may investigate and pursue claims and penalties on behalf of other aggrieved employees for other violations that they were not personally “aggrieved” by.

PENALTIES

249. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil penalties, as follows:

1 a) As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor
2 Code except for those for which a civil penalty is specifically provided, in the amount of one hundred
3 dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars
4 (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and

5 b) As applicable, civil penalties under Labor Code §558 (in addition to and entirely
6 independent and apart from any other penalty provided for in the Labor Code), for violations of Labor
7 Code §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the
8 aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and
9 \$100 for each subsequent violation for each underpaid employee for each pay period for which the
10 employee was underpaid; and also an additional amount sufficient to recover under paid wages as
11 penalties, with all wages recovered pursuant to Labor Code §557 paid to the aggrieved employees.
12 Within the one year immediately preceding the filing of this Complaint, Defendants, and each of them,
13 violated Labor Code §558 on 26 pay periods, the first of which Defendants are penalized \$50.00, and the
14 remainder of which Defendants are penalized \$100.00 each, for a total due in Labor Code §558 penalties
15 of \$2,550.00;

16 c) As applicable, civil penalties under Labor Code §1197.1 (in addition to and entirely
17 independent and apart from any other penalty provided in the Labor Code) for violations of Labor Code
18 §§1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay period the
19 aggrieved employee was intentionally underpaid in addition to an amount sufficient to recover underpaid
20 wages, and \$250 for each subsequent violation for each underpaid aggrieved employees regardless of
21 whether the initial violation was intentionally committed in addition to an amount sufficient to recover
22 underpaid wages, with all wages recovered pursuant to Labor Code §1197.1. Plaintiff may also recover
23 penalties under § 1197.1 on behalf of herself and for the other aggrieved employees;

24 d) As applicable, civil penalties under Labor Code §98.6 (in addition to and entirely
25 independent and apart from any other penalty provided for in the Labor Code), for violations of Labor
26 Code §98.6, in the amount of \$10,000 per aggrieved employee for each violation of this section, to be
27 awarded to the employee or employees who suffered the violation;

1 e) As applicable, civil penalties under Labor Code §§201-203 (in addition to and entirely
2 independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee
3 who was discharged or quit, and was not paid all earned wages at termination in accordance with Labor
4 Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one day of pay, at the same
5 rate, for each day that he or she was paid late, until payment was/is made, up to a maximum of thirty (30)
6 days;

7 f) As applicable, Labor Code §204 (in addition to an entirely independent and apart from
8 any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed to
9 pay all earned wages during employment, in the amount of a civil penalty of \$100 for the initial violation,
10 and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of
11 the amount unlawfully withheld; and

12 g) As applicable, civil penalties under Labor Code §221 (in addition to an entirely
13 independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee
14 who Defendants failed to pay all earned wages during employment, in the amount of a civil penalty of
15 \$100 for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent
16 violation;

17 h) As applicable, Labor Code §510 (in addition to and entirely independent and apart from
18 any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed to
19 pay overtime wages during employment, in the amount of a civil penalty of \$100 for the initial violation,
20 and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of
21 the amount unlawfully withheld;

22 i) As applicable, Labor Code §§551 and 552 (in addition to and entirely independent and
23 apart from any other penalty provided in the Labor Code), for any aggrieved employee who Defendants
24 failed to pay overtime wages during employment, in the amount of a civil penalty of \$100 for the initial
25 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25
26 percent of the amount unlawfully withheld;

27 j) As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely
28 independent and apart from any other civil penalty provided in the Labor Code), for each violation of

1 Labor Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation
2 and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

3 k) As applicable, Labor Code §226.7 (in addition to an entirely independent and apart from
4 any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed to
5 pay all earned wages during employment, in the amount of a civil penalty of \$100 for the initial violation,
6 and \$200 for each aggrieved employee per pay period for each subsequent violation;

7 l) As applicable, Labor Code §512 (in addition to an entirely independent and apart from
8 any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed to
9 pay all earned wages during employment, in the amount of a civil penalty of \$100 for the initial violation,
10 and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of
11 the amount unlawfully withheld;

12 m) As applicable, civil penalties under Labor Code §1102.5 (in addition to and entirely
13 independent and apart from any other penalty provided in the Labor Code) for violations of Labor Code
14 §§1102.5, in the amount of \$10,000 for each aggrieved employee for each violation; and

15 n) As applicable, any and all additional applicable civil penalties and sums as provided by
16 the Labor Code and/or other relevant statutes.

17 250. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties
18 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and
19 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)
20 to the aggrieved employees.

21 251. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
22 recovery of pre-judgment interest on all amounts recovered herein.

23 252. As a direct and proximate result of Defendants' California Labor Code violations as set
24 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
25 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
26 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
27 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
28 provide for a penalty, §§ 200, 226.3 and 558.

1 253. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
2 recovery of pre-judgment interest on all amounts recovered herein.

3 254. Further, Plaintiffs are entitled; to recover reasonable attorneys' fees and costs pursuant to
4 Labor Code §§2699(g)(1) and any other applicable statute.

5
6 **EIGHTEENTH CAUSE OF ACTION**

7 **FOR UNFAIR COMPETITION**

8 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

9 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

10 255. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 254, inclusive, as
11 though set forth in full herein.

12 256. Defendants' violations of 8 Code of Regulations §11050, Industrial Welfare Commission
13 Order No. 5-2001, Labor Code §§ 98.6, 200, 201, 202, 203, 204, 221, 226, 226.3, 226.7, 510, 512, 558,
14 1102.5, 1194, 1197.1, 2699, 6310, and other applicable provisions, as alleged herein, including
15 Defendants' failure and refusal to pay overtime wages, Defendants' failure to provide and pay premium
16 wages for missed meal and rest breaks, Defendants' receipt and/or collection of wages paid, Defendants'
17 retaliation for engagement in protected activity, Defendants' failure to provide timely and accurate wage
18 and hour statements, Defendants' failure to pay compensation due in a timely manner upon termination
19 or resignation, and Defendants' failure to maintain complete and accurate payroll records for the
20 Plaintiffs, constitute unfair business practices in violation of Business & Professions Code §§17200, et
21 seq.

22 257. As a result of Defendants' unfair business practices, Defendants have reaped unfair
23 benefits and illegal profits at the expense of Plaintiffs and members of the public. Defendants should be
24 made to disgorge their ill-gotten gains and restore such monies to Plaintiffs.

25 258. Defendants' unfair business practices entitle Plaintiffs to seek preliminary and permanent
26 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
27 to the Plaintiffs the overtime compensation and other monies and benefits unlawfully withheld from
28 Plaintiffs.

NINETEENTH CAUSE OF ACTION
FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES
LABOR CODE §2802
AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE

259. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as though set forth in full herein.

260. Pursuant to Labor Code §450(a), “no employer...may compel or coerce any employee...to patronize his or her employer, or any other person, in the purchase of any thing of value.”

261. Pursuant to Labor Code §2802(a), “an 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, or of his or her obedience to the directions of the employer.”

262. Plaintiff was required by Defendants to expend Plaintiff’s personal funds because of the duties required by Defendants, as alleged hereinabove.

263. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse Plaintiff for all necessary expenditures incurred in the performance of Plaintiff’s duties.

264. Defendants have failed and refused to reimburse Plaintiff for all necessary business expenditures, including for using her personal cellphone for business related purposes.

265. As a proximate result of the aforementioned violations of Labor Code §§450(a) and 2502(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary aforementioned expenditures.

266. As a proximate result of the aforementioned violations of Labor Code §§450(a) and 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial but estimated as follows: Plaintiff was required to use her own cellphone throughout his employment for work related purposes, for approximately 4 months. Defendants have at the very least failed to reimburse Plaintiff for her cellphone use in the amount according to proof.

267. Pursuant to Labor Code §2802(b), Plaintiff requests that the Court award interest at the same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary expenditure or loss.

1 268. Pursuant to Labor Code §2802(c), Plaintiff requests that the Court award Plaintiff
2 reasonable attorneys' fees and costs incurred in this action.

3
4 **TWENTIETH CAUSE OF ACTION**

5 **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**

6 **LABOR CODE §§226 *et seq.*, 1198.5**

7 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

8 269. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 58, inclusive, as
9 though set forth in full herein.

10 270. Labor Code §226(c) requires an employer, within twenty-one (21) days of a written
11 request thereof, to inspect or receive a copy of an employee's records. Pursuant to Labor Code §226(f),
12 an employer's failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

13 271. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request
14 thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's
15 failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

16 272. On March 22, 2022, Plaintiff made a written request to inspect or receive a copy of
17 Plaintiff's personnel and payroll records from Defendants, which Defendants received.

18 273. Defendants failed and refused to permit Plaintiff's inspection of his personnel and payroll
19 records, and failed to provide a copy of Plaintiff's personnel and payroll records to him within the time
20 required by Labor Code §§ 226 *et seq.*, 1198.5, or ever.

21 274. As a result of Defendants' failure and refusal to comply with Labor Code §§ 226, and
22 1198.5, Plaintiff is entitled to recover from Defendants a civil penalty of \$1,500.00

23
24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
26 according to proof but estimated to be no less than \$1,000,000 as follows:

27 1. For a money judgment representing compensatory damages including lost wages,
28 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,

1 together with interest on these amounts; for other special damages; and for general damages for loss of
2 earning capacity;

3 2. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than \$10,000.00;

4 3. For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than
5 \$10,000.00;

6 4. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5,
7 Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00;

8 5. As a result of Defendants' failure and refusal to comply with Labor Code §226(f), Plaintiff
9 is entitled to recover from Defendants a civil penalty of \$750.00;

10 6. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12,
11 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 5-2001, in the amount of no less than
12 \$7,260.00;

13 7. For liquidated damages pursuant to Labor Code §1194.2 in the amount of \$\$7,260.00, plus
14 interest;

15 8. For payment of unpaid overtime compensation pursuant to Labor Code §§ 510, 1194,
16 Industrial Welfare Commission Order No. 5-2001, and 8 Code of Regulations §11050, in the amount of
17 no less than \$4,110.00;

18 9. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less
19 than \$2,550.00;

20 10. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
21 in the amount of no less than \$3,690.00;

22 11. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

23 12. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
24 less than \$25,250.00;

25 13. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
26 than \$6,300.00;

1 14. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than an
2 amount according to proof on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants'
3 aggrieved employees, estimated to exceed \$500,000.00;

4 15. For civil penalties under Labor Code §§ 210 and 225.5, in addition to and entirely
5 independent and apart from any other penalty provided in the Labor Code, for each violation of Labor
6 Code §§204, 221 and 223, in the amount of \$100 for each aggrieved employee per pay period for each
7 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation or for each
8 willful or intentional violation, in addition to 25 percent of the amount unlawfully withheld;

9 16. For civil penalties under Labor Code §226.3, in addition to and entirely independent and
10 apart from any other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved
11 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for
12 each subsequent violation;

13 17. For civil penalties under Labor Code §§203 and/or 256, in addition to and entirely
14 independent and apart from any other penalty provided in the Labor Code, in the amount of one day of
15 pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination,
16 until payment was/is made, up to a maximum of thirty (30) days;

17 18. For civil penalties under Labor Code §§551 and 552, in addition to and entirely
18 independent and apart from any other penalty provided in the Labor Code, in the amount of \$100 for each
19 aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay
20 period for each subsequent violation;

21 19. For reasonable attorneys' fees and costs incurred pursuant to Labor Code §2699(g)(1) and
22 any other applicable statute; and

23 20. For prejudgment interest on each of the foregoing at the legal rate from the date the
24 obligation became due through the date of judgment in this matter.

25 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
26 amount according to proof, as follows:

27 21. For injunctive relief compelling Defendants to report to federal and state authorities wages
28 earned by Plaintiffs, and other employees, and pay all state and federal taxes owing, employer matching

1 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
2 this in an amount according to proof.

3 22. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
4 conduct, failure to pay wages and other compensation in accordance with the law;

5 23. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
6 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

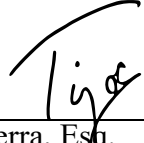
7 24. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
8 Code and/or any other basis;

9 25. For post-judgment interest; and

10 26. For any other relief that is just and proper.

11
12 DATED: July 19, 2022

GUERRA & CASILLAS LLP

13
14 By: 

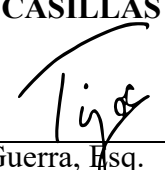
15 Ruben Guerra, Esq.
16 Tizoc Perez-Casillas, Esq.
17 Attorneys for Plaintiff
18 JEISSY AVILA FERREIRA
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JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: July 19, 2022

GUERRA & CASILLAS LLP

By: 

Ruben Guerra, Esq.
Tizoc Perez-Castillas, Esq.
Attorneys for Plaintiff
JEISSY AVILA FERREIRA