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6 STATE BAR NO. 71411

7 Plaintiffs Peggy Plakos and Doreen Perea, and All Other
8 Attorney for Current and Former Employees Similarly Situated

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **CENTRAL DISTRICT**

13 **PEGGY PLAKOS**, an Individual, and
14 **DOREEN PEREA**, an Individual, and All
15 Other Current and Former Employees
16 Similarly Situated

17 **Plaintiffs,**

18 **vs.**

19 **VENTURA TRANSFER COMPANY**, a
20 California Corporation, **RANDALL**
21 **CLIFFORD**, **GREG CLIFFORD**,
22 **STEVEN CLIFFORD**, **DAVID**
23 **CLIFFORD**, **JULIO VILLA**, Individuals,
24 and **DOES 1 to 50, Inclusive.**

25 **Defendants.**

26 **CASE NO. 22STCV34742**

27 **COMPLAINT FOR DAMAGES AND**
28 **RESTITUTION:**

1. Age Discrimination, *Cal. Govt. Code* §12940, *et seq.* against Peggy Plakos;
2. Age Harassment, *Cal. Govt. Code* §12940, *et seq.* against Peggy Plakos;
3. Failure to Prevent and Remedy Discrimination and Harassment, *Cal. Govt. Code* § 12904, *et seq.* against Peggy Plakos;
4. Wrongful Termination, *Cal. Govt. Code* § 12900, *et seq.* against Peggy Plakos;
5. Wrongful Termination in Violation of Public Policy against Peggy Plakos;
6. Age Discrimination, *Cal. Govt. Code* §12940, *et seq.* against Doreen Perea;
7. Age Harassment *Cal. Govt. Code* § 12940, *et seq.* against Doreen Perea;
8. Failure to Prevent and Remedy Discrimination and Harassment *Cal. Govt. Code* §12904 *et seq.* against Doreen Perea;
9. Wrongful Termination, *Cal. Govt. Code* §2900, *et seq.* against Doreen Perea;
10. Wrongful Termination in Violation of Public Policy against Doreen Perea;
11. Failure to Provide Required Rest Breaks, *California Labor Code* § 226.7;

12. Failure to Provide Meal Periods, *California Labor Code* § 226.7;
13. Failure to Pay Minimum Wages, *California Labor Code* §§1194, 1197 and 1197.1;
14. Failure to Pay Overtime Wages, *California Labor Code* §§510 and 1194;
15. Failure to Provide Accurate Itemized Wage Statement to Employees, *California Labor Code* §226 (a) and §226(e)(2)(B);
16. Failure to Pay Unpaid Wages Upon Termination, *California Labor Code* §203
17. Failure to Indemnify Employees, *California Labor Code* §2802
18. PAGA, Labor Code §2699
19. Unlawful Business Practices Under *Business and Professions Code* §17200;

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Peggy Plakos ("PLAKOS") was a Customer Care Manager employed by Ventura Transfer Company (herein referred to as "VTC") and/or RANDALL CLIFFORD, GREG CLIFFORD, STEVEN CLIFFORD, and DAVID CLIFFORD individuals (collectively referred to as "DEFENDANTS") within the State of California from July, 2016 until she was wrongfully terminated on January 19, 2022, without any prior notice or warning.

The purported reason for her termination was "job elimination." However, that was merely a pretext for the true reason of *age discrimination*. Ms. Plakos is 65 years old and her job duties were largely given to the owner's daughter, Ms. Andrea Clifford, age

1 26. Although she technically has not yet been given Ms. Plakos' job title of Customer
2 Care Manager, it appears that she is being groomed for that position.

3 In this regard, Andrea Clifford was first employed as a Customer Care
4 Representative in or about 2019. Her first cousin, director of operations, Ms. Plakos'
5 boss, David Clifford, (herein "DAVID") asked PLAKOS in the presence of Andrea,
6 "*how many more years do you plan to work at VTC?*" Another example of VTC's ageist
7 policies was that they segregated the "retirement meetings" by age groups, using football
8 terminology, calling the older employees group, 50 plus, the "Red Zone."
9

10 On or about October 7, 2021, Andrea Clifford got upset with work and abruptly
11 resigned after hours, without giving any notice whatsoever. Thereafter, during the first or
12 second week of January 2022, PLAKOS was informed that: "Andy was going to help out
13 part time." PLAKOS protested that she did not want her to work in the department,
14 because Andrea had walked off the job, without warning causing stress to the entire
15 department. However, she was overruled by her boss, DAVID, because "she was the
16 owner's daughter." A few days later, on January 19, 2022, PLAKOS was called into the
17 conference room, where she was informed that after almost six years of service "*her*
18 *position was eliminated.*"
19

20 Significantly, it should be noted that 2021 was VTC's best year ever, in both
21 revenues and volume, and that they were getting busier when her job was "eliminated."
22

23 PLAKOS received positive evaluations throughout her employment. On "Ventura
24 Transfer Company Performance Appraisal Form" her department manager stated, "Peggy
25 has done an excellent job of coming in and earning the respect of her peers and team
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1 members. Her integrity and work ethic are excellent. Leads by example and is helping her
2 team to become a more professional organization... Works (with) her team and motivates
3 them to perform their best.” (See Exhibit 8 PLAKOS VT 000019-000020).

4
5 In or about the beginning of January, 2022, Andrea Clifford returned to work at
6 VTC in a part time capacity. After PLAKOS was terminated on January 19, 2022, some
7 of her job duties were assigned to Andrea Clifford. PLAKOS is 65 years old, whereas
8 Andrea Clifford is only 26 years old. Andrea took over PLAKOS’ duties of “credit card
9 payments” for the company and being the “after-hours contact,” as well as one of
10 PLAKOS’ customer accounts.
11

12 VTC has a systemic pattern and practice of age discrimination. Another example
13 was Veronica Williams’ termination. Veronica Williams worked for VTC as a customer
14 care representative from in or about 2017 to April 8, 2020, when her employment was
15 terminated. During Veronica Williams’ employment with VTC, PLAKOS was her
16 manager. On April 8, 2020, Veronica Williams was terminated from VTC. She was 66
17 years old when she was terminated. After Veronica Williams was terminated, Nicole
18 Jackson who was much younger than Veronica took over her duties. Nicole Jackson had
19 no experience in the transportation industry, and had only worked in the furniture
20 industry up until she was hired by VTC.
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23 A further example of Age Discrimination at VTC was Doreen Perea. Plaintiff
24 Doreen Perea (“PEREA”) was a dispatcher employed by VTC and/or DEFENDANTS
25 within the State of California for more than 20 years, from 2000 until April 22, 2022. On
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1 April 22, 2022, PEREA was wrongfully terminated by her manager, Defendant, JULIO
2 VILLA (herein referred to as "VILLA") because of her age, 58.

3
4 Significantly, in or about March 2022, VILLA hired a younger woman, Danielle,
5 allegedly to fill a new position, that was going to be created - the "night dispatcher."
6 VILLA never told PEREA that she was training her replacement. VILLA instructed
7 PEREA to train Danielle in the procedures of being a dispatcher. After training her for
8 about a month, PEREA was abruptly wrongfully terminated by VILLA. Danielle has
9 replaced PEREA as the dispatcher at VTC, but the new position of "night dispatcher"
10 was never created.
11

12 VTC is engaging in a pattern of age discrimination, by terminating three elderly
13 women, PLAKOS, age 65, in January 2022, PEREA, age 58, in April 2022, and Veronica
14 Williams, age 66, in April 2020, and replacing them with much younger employees.
15

16 **JURISDICTION AND VENUE**

17 2. Venue as to each Defendant is proper in this judicial district, pursuant to
18 *Code of Civil Procedure* § 395. The unlawful acts alleged herein have a direct effect on
19 Plaintiffs within the State of California.
20

21 3. This Court is the proper Court, and this action is properly filed in the
22 Superior Court of the State of California, County of Los Angeles, because Defendants'
23 obligations and liability arise in the County of Los Angeles, because Defendants maintain
24 offices and transact business in the County of Los Angeles, and because the work, which
25 is the subject of this action, was performed by Plaintiffs in the County of Los Angeles.
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PARTIES

Plaintiffs

4. Peggy Plakos (herein "PLAKOS") is a resident of the County of Los Angeles.

5. Doreen Perea (herein "PEREA") is a resident in the County of Los Angeles.

Defendants

6. Plaintiffs are informed and believe that Defendant VENTURA TRANSFER COMPANY, ("VTC"), at all relevant times hereto, was and is a California corporation, duly authorized to do business in the State of California with its principal place of business located at 2418 East 223rd Street, Long Beach, CA 90810 in Los Angeles County. At all relevant times hereto, VTC was, and now is, doing business and employing individuals in the County of Los Angeles, State of California. All of the contracts, events, incidents and transactions that took place between Plaintiffs and VTC that are the subject of this action were entered into or occurred in Los Angeles County, California.

7. Defendant RANDALL CLIFFORD ("RANDALL") is an individual, who is the Chief Executive Officer, Secretary, Chief Financial Officer and a Director of VTC. Plaintiffs are informed and believe that at all relevant times hereto, RANDALL was, and now is, doing business and employing individuals in the County of Los Angeles, State of California. All of the contracts, events, incidents and transactions that took place between

1 Plaintiffs and RANDALL that are the subject of this action were entered into or occurred
2 in Los Angeles County, California.

3
4 8. Defendant GREG CLIFFORD ("GREG") is an individual, who is a
5 Director of VTC. Plaintiffs are informed and believe that at all relevant times hereto,
6 GREG was, and now is, doing business and employing individuals in the County of Los
7 Angeles, State of California. All of the contracts, events, incidents and transactions that
8 took place between Plaintiffs and GREG that are the subject of this action were entered
9 into or occurred in Los Angeles County, California.
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11 9. Defendant STEVEN CLIFFORD ("STEVEN") is an individual, who is a
12 Director of VTC. Plaintiffs are informed and believe that at all relevant times hereto,
13 STEVEN was, and now is, doing business and employing individuals in the County of
14 Los Angeles, State of California. All of the contracts, events, incidents and transactions
15 that took place between Plaintiffs and STEVEN that are the subject of this action were
16 entered into or occurred in Los Angeles County, California.
17

18 10. Defendant DAVID CLIFFORD ("DAVID") is an individual. Plaintiffs are
19 informed and believe that at all relevant times hereto, DAVID was, and now is, doing
20 business and employing individuals in the County of Los Angeles, State of California.
21 All of the contracts, events, incidents and transactions that took place between Plaintiffs
22 and DAVID that are the subject of this action were entered into or occurred in Los
23 Angeles County, California.
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26 11. Plaintiffs are informed, believe, and thereupon allege that Defendant Julio
27 Villa, was the manager/supervisor of Plaintiff PEREA and a managing agent of
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1 Defendants and based upon information and belief was a resident of the County of Los
2 Angeles, State of California, at all times relevant (herein referred to as "VILLA").

3
4 12. The true names and capacities of the Defendants named herein as DOES 1
5 through 50, inclusive, whether individual, corporate, associate, or otherwise are unknown
6 to Plaintiffs who therefore sue such Defendants by fictitious names pursuant to California
7 *Code of Civil Procedure* §474. Plaintiffs are informed and believe that all of the DOE
8 Defendants are California residents. At all relevant times, DOES 1 through 50 were
9 acting within the course and cope of their employment and agency with RANDALL,
10 GREG, STEVEN. DAVID, VILLA and/or with VTC. Plaintiffs will amend this
11 Complaint to show such true names and capacities when they have been determined.
12 Plaintiffs are informed and believe and thereby allege that each DOE Defendant herein is
13 in some manner responsible for the injuries and damages herein.
14

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16 13. All references to "Defendants" herein include the named Defendants
17 RANDALL, GREG, STEVEN. DAVID, VILLA, VTC and DOE defendants 1 through
18 50.

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20 14. Plaintiffs are informed and believe that RANDALL, GREG, STEVEN,
21 DAVID, VILLA and DOES 1-50, at all relevant times herein, have been employees of, a
22 manager of, and supervisors with VTC, and have had day to day oversight, control and
23 management of VTC's business and operations. Plaintiffs are informed and believe that
24 RANDALL, GREG, STEVEN, DAVID, VILLA and DOES 1-50 exercised frequent and
25 consistent authority over Plaintiffs in their day-to-day performance of their job function.
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1 15. Plaintiffs are informed and believe that, at all relevant times, RANDALL,
2 GREG, STEVEN, DAVID, VILLA and DOES 1-50 have acted on or have overseen
3 administrative functions of Defendants, including payroll and employment policies, and
4 that Defendants have maintained certain books and records under their direction.
5

6 16. Plaintiffs are informed and believe that, at all relevant times, RANDALL,
7 GREG, STEVEN, DAVID, VILLA and DOES 1-50 engaged in the acts alleged herein,
8 and/or condoned, permitted, authorized, and/or ratified the conduct of their employees
9 and agents, and other Defendants, and are vicariously or strictly liable for the wrongful
10 conduct of their employees and agents as alleged herein.
11

12 17. Plaintiffs are informed and believe that, at all relevant times, RANDALL,
13 GREG, STEVEN, DAVID, VILLA and DOES 1-50 were employers and have caused the
14 provisions of the *Labor Code* regulating hours and days of work in the Wage Orders to be
15 violated under *Labor Code* §558(a).
16

17 18. From March 2020 until her termination on July 14, 2022, PLAKOS was a
18 non-exempt employee of Defendants and was directly supervised by RANDALL, GREG,
19 STEVEN, DAVID, VILLA and DOES 1-50, and each of them.
20

21 **Alter Ego**

22 19. Plaintiffs are informed and believe, and thereon allege, that Defendants
23 RANDALL, GREG, STEVEN, and DAVID are the owners of Defendant VTC. There
24 exists and, at all times mentioned has existed a unity of interest and ownership between
25 Defendants RANDALL, GREG, STEVEN, and DAVID, on the one hand, and Defendant
26 VTC, on the other hand, such that any individuality and separateness among these
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1 Defendants and individuals, and each of them, have ceased, and that VTC is the *alter ego*
2 of Defendants RANDALL, GREG, STEVEN, and DAVID.

3
4 20. Plaintiffs are informed and believe, and thereon allege that:

5 A. Defendants RANDALL, GREG, STEVEN, and DAVID have
6 completely controlled dominated, managed and operated Defendant VTC, for their
7 sole and exclusive benefit;

8 B. Defendants RANDALL, GREG, STEVEN, and DAVID were the
9 equitable owners and persons in charge of Defendant VTC;

10 C. Defendants RANDALL, GREG, STEVEN, and DAVID
11 commingled the assets of the company with their assets to suit their needs and
12 convenience.

13 D. Defendants RANDALL, GREG, STEVEN, and DAVID have failed
14 to maintain the proper degree of separateness with Defendant VTC and have failed
15 to observe corporate formalities. The activities of Defendant VTC have been
16 carried out without the holding of corporate formalities, meetings, and proper
17 records or minutes of company proceedings have not been maintained.

18 E. Defendants RANDALL, GREG, STEVEN, and DAVID at all times
19 herein mentioned, have controlled and operated Defendant VTC and other
20 companies, devised to avoid individual agency and respondent superior liability
21 and for the purpose of substituting a financially insolvent company and/or
22 company with limited financial resources, in the place of Defendants RANDALL,
23 GREG, STEVEN, and DAVID.
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1 F. Defendants RANDALL, GREG, STEVEN, and DAVID have so
2 inadequately capitalized Defendant VTC, compared with the business to be done
3 by this company and the risks of loss attendant thereto, that their capitalization is
4 trifling and/or illusory. Plaintiffs are informed and believe and thereon allege that
5 Defendants RANDALL, GREG, STEVEN, and DAVID have committed
6 additional acts and omissions sufficient to impose alter ego liability of which
7 Plaintiffs are presently unaware. Additional acts and omissions on the part of
8 Defendants RANDALL, GREG, STEVEN, and DAVID consistent with those
9 factors listed in *Associated Vendors Inc. v. Oakland Meat Co.* (1962) 210 Cal.
10 App. 2d 825, 838-840, and subsequent cases, will be developed during discovery
11 of this litigation.
12

13 G. An inequitable result will ensue if the corporate veil is not pierced,
14 including, but not limited to, Plaintiffs' inability to recover damages for violations
15 of California law. As such, adherence to the fiction of the separate existence of
16 Defendant VTC, as an entity distinct from Defendants RANDALL, GREG,
17 STEVEN, and DAVID would permit an abuse of the corporate privilege, sanction
18 fraud and promote injustice. Defendant VTC, a California Corporation, has
19 insufficient assets to respond to the ultimate award of general damages, special
20 damages, punitive damages, attorneys' fees, costs, and interest in this action.
21

22 21. Plaintiffs are informed and believe and on such grounds allege that at all
23 times herein mentioned Defendants and each of them were, and are doing business
24 throughout California and in the County of Los Angeles, and are "persons" as defined in
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1 California *Labor Code* §18. In addition, Defendants are considered an “employer” as that
2 term is used in the California *Labor Code*, and the applicable California Industrial
3 Welfare Commission’s order (“Wage Order”) regulating wages, hours and working
4 conditions.
5

6 GENERAL ALLEGATIONS

7 Peggy Plakos

8
9 22. Plaintiff PLAKOS was hired by Defendants in or about July, 2016 to work
10 as a Customer Care Manager at VTC, located at 2418 East 223rd Street, California 90810
11 in the County of Los Angeles, State of California, until January 19, 2022, when her
12 employment was wrongfully terminated.
13

14 23. The purported reason for her termination was “job elimination.” However,
15 that was merely a pretext for the true reason of *age discrimination*. PLAKOS is 65 years
16 old and her job duties have largely been given to the owner’s daughter, Ms. Andrea
17 Clifford, age 26 (“ANDREA”). Although she technically has not yet been given
18 PLAKOS’ job title of Customer Care Manager, it appears that she is being groomed for
19 that position.
20

21 24. In this regard, ANDREA was first employed as a Customer Care
22 Representative in or about 2019. Her first cousin, director of operations, Ms. PLAKOS’
23 boss, Defendant DAVID, a supervisor and manager of Defendants, asked PLAKOS in the
24 presence of ANDREA: “*how many more years do you plan to work at VTC?*”
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1 25. Another example of VTC's ageist policies was that they segregated the
2 "retirement meetings" by age, utilizing football terminology, calling the older employees
3 group, 50 plus, the "*Red Zone*."

4
5 26. On or about October 7, 2021, ANDREA got upset with work and abruptly
6 resigned after hours, without giving any notice whatsoever. Thereafter, during the first or
7 second week of January 2022, PLAKOS was informed that "Andy was going to help out
8 part time." PLAKOS protested that she did not want her to work in the department
9 because she had walked off the job without warning causing stress to the entire
10 department. However, she was overruled because "she was the owner's daughter." A few
11 days after PLAKOS' complaint, on January 19, 2022, PLAKOS was called into the
12 conference room where she was informed that after almost six years of service "*her*
13 *position was eliminated.*"
14

15
16 27. Significantly, 2021 was VTC's best year ever, in both revenues and
17 volume, and they were getting busier when her job was "eliminated."

18
19 28. PLAKOS received positive evaluations throughout her employment. On
20 "Ventura Transfer Company Performance Appraisal Form" her department manager
21 stated, "Peggy has done an excellent job of coming in and earning the respect of her peers
22 and team members. Her integrity and work ethic are excellent. Leads by example and is
23 helping her team to become a more professional organization... Works (with) her team
24 and motivates them to perform their best." (See Exhibit 8 – PLAKOS – VT-000019-
25 000020).
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1 29. In or about the beginning of January, 2022, ANDREA returned to work at
2 VTC in a part time capacity. After PLAKOS was terminated on January 19, 2022, some
3 of her job duties were assigned to ANDREA. PLAKOS is 65 years old, and ANDREA is
4 26 years old. ANDREA took over PLAKOS' duties of "credit card payments" for the
5 company and being the "after-hours contact," as well as one of her customer accounts.
6

7 30. PLAKOS is informed and believes and thereon alleges that her *age* was a
8 substantial factor in Defendants' decision to terminate her employment.
9

10 31. PLAKOS was wrongfully terminated because of her age – 65. As a result of
11 the above mentioned discrimination and harassment culminating in PLAKOS' wrongful
12 termination, PLAKOS filed a written Complaint for discrimination, harassment, and
13 termination with the California Department of Fair Employment and Housing ("DFEH")
14 on February 22, 2022 and received her Right-to-Sue Notice on the same date. Plaintiff
15 filed an Amended Complaint with the DFEH on February 28, 2022. A copy of Plaintiff's
16 Complaint is attached as Exhibit No. 1, her Right-to-Sue Notice attached as Exhibit No.2,
17 and her Amended Complaint as Exhibit No. 3.
18

19
20 **Veronica Williams**

21 32. Another example of age discrimination that occurred at VTC was Veronica
22 Williams' termination. Veronica Williams worked for VTC as a customer care
23 representative from in or about 2017 to April 8, 2020, when her employment was
24 terminated. During Veronica Williams' employment with VTC, PLAKOS was her
25 manager. On April 8, 2020, Veronica Williams was terminated from VTC. She was 66
26 years old when she was terminated. After Veronica Williams was terminated, Nicole
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1 Jackson who much was younger than Veronica took over her duties. Nicole Jackson had
2 no prior experience in the transportation industry, and had only worked in the furniture
3 industry up until she was hired by VTC.
4

5 **Doreen Perea**

6 33. A further example of age discrimination at VTC was PEREA's termination.
7 Plaintiff PEREA was hired by Defendants in or about 2000 to work as a Dispatcher at
8 VTC, located at 2418 East 223rd Street, California 90810 in the County of Los Angeles,
9 State of California, until April 22, 2022, when her employment was terminated.
10

11 34. In or about March 2022, VILLA, a supervisor and managing agent of
12 Defendants, hired a younger woman, Danielle, allegedly to become the "night
13 dispatcher." VILLA instructed PEREA to train Danielle in the procedures of being a
14 dispatcher, but he did not inform her that she was training her own replacement. After
15 training her for about a month, PEREA was abruptly wrongfully terminated by VILLA.
16 Danielle has replaced PEREA as the dispatcher at VTC, but the position of *night*
17 *dispatcher* was never created.
18

19
20 35. After 20 years of service, on April 22, 2022, PEREA was wrongfully
21 terminated by her manager, Defendant VILLA because of her age, 58.

22 36. VTC is engaging in a pattern of age discrimination, by terminating three
23 elderly women, PLAKOS, age 65, in January 2022, PEREA, age 58, in April 2022, and
24 Veronica Williams, age 66, in April 2020, and replacing them with younger employees.
25

26 37. PEREA is informed and believes and thereon alleges that her *age* was a
27 substantial factor in Defendants' decision to terminate her employment.
28

1 38. PEREA was wrongfully terminated because of her age – 58. As a result of
2 the above mention discrimination and harassment culminating in PEREA’s wrongful
3 termination, PEREA filed a written Complaint for discrimination, harassment, and
4 termination with the DFEH on May 19, 2022 and received her Right-to-Sue Notice on the
5 same date. A copy of PEREA’s Complaint is attached as Exhibit No. 4, and her Right-to-
6 Sue Notice is attached hereto as Exhibit No. 5.
7

8
9 **WAGE AND HOUR VIOLATIONS**

10 39. From March 2020, until January 19, 2022 Defendants improperly,
11 intentionally, and illegally misclassified PLAKOS as an *exempt employee*, when in fact
12 she was *non-exempt*. PLAKOS doesn’t fit within any of California’s exemptions for
13 wage and hour laws: Executive, Administrative, or Professional. It is the employee’s
14 *actual duties* and not the job title that determines the employee’s exempt or non-exempt
15 status. (29 C.F.R. §541.2). PLAKOS’ position at VTC was that of a customer care
16 manager. However, in or about March 2020 and until the end of her employment, at least
17 75% of her job duties consisted of performing clerical duties because there were not
18 enough customer care representatives to take care of customer issues. Her duties
19 primarily consisted of: taking customer’s orders, handling customer care issues,
20 coordinating customer’s logistics, answering phones, calling terminals, making
21 appointments at terminals, tracking shipments for arrival information and availability.
22 These are all non-exempt duties that were performed by the customer care
23 representatives. When performing these duties, PLAKOS did not exercise discretion or
24 independent judgement. Therefore, she was misclassified as an exempt employee, when
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1 in fact, she was non-exempt. Defendants were aware that she was performing non-exempt
2 duties, but they suffered and permitted her to continue to do so. (See Exhibit No. 6
3 PLAKOS VT 000033 "Please try and pull yourself out of CCR role going forward. The
4 department would benefit from your management and direction rather than performing
5 the tasks of the CCR.")
6

7 40. From at least March 2020 and continuing to on or about January 19, 2022,
8 PLAKOS has not been provided rest periods for work periods in excess of four (4) hours
9 and was not compensated one hour's wage in lieu thereof, as required by California wage
10 and hour laws.
11

12 41. From at least March 2020 and continuing to on or about January 19, 2022,
13 PLAKOS failed to receive an uninterrupted meal period of no less than thirty (30)
14 minutes before the end of a five (5) hour work period and was not compensated one
15 hour's wages in lieu thereof, as required by California wage and hour laws.
16

17 42. From at least March 2020 and continuing to on or about January 19, 2022,
18 PLAKOS has not been provided with an *accurate* itemized statement in writing, pursuant
19 to *California Labor Code* §226(e)(2)(B), showing gross wages earned, total hours
20 worked, rates of pay and all deductions.
21

22 43. From January 19, 2022, Defendants willfully failed to provide all wages to
23 PLAKOS at the termination of her employment with Defendants.
24

25 44. From March 2020 to January 19, 2022, PLAKOS has been a non-exempt
26 employee within the meaning of the California Labor Code, and the implementing rules
27 and regulations of the IWC California Wage Orders.
28

1 45. PLAKOS is covered by California Industrial Welfare Commission
2 Occupational Wage Order No. 4-2001.
3

4
5 **FIRST CAUSE OF ACTION**

6 **BY PLAINTIFF PEGGY PLAKOS FOR AGE DISCRIMINATION CAL**
7 **GOVT. CODE §12940 AGAINST DEFENDANT VENTURA TRANSFER**
8 **COMPANY and Does 1 through 50**

9 46. Plaintiff alleges and incorporates by reference all of the allegations
10 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

11 47. Plaintiff PLAKOS is at all times hereto an “employee” within the meaning
12 of *California Labor Code* §12926(d) and *California Government Code* §12940 (a) and
13 (c), which prohibit age discrimination in employment.

14 48. Defendant VTC was at all material times an “employer” as defined by
15 *California Labor Code* §12926(d) and within the meaning of *California Government*
16 *Code* §12940 (a) and (c) and, as such, is barred from discriminating in employment
17 decisions on the basis of age as set forth in *California Government Code* §§12940 and
18 12941.
19

20 49. Defendant VTC has discriminated against Plaintiff PLAKOS on the basis
21 of age, in violation of *California Government Code* §12940 (a) and (c), Article 1 of the
22 California constitution and related statutes by engaging in the course of conduct more
23 fully set forth in the General Allegations stated above.
24

25 50. The unlawful discrimination toward Plaintiff PLAKOS, as alleged in the
26 General Allegations stated above, was approved and ratified by Defendants.
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1 51. As a proximate result of Defendants' discrimination against Plaintiff,
2 Plaintiff has suffered and continues to suffer humiliation, serious mental anguish, and
3 emotional and physical distress all on account of which Plaintiff is entitled to
4 compensatory damages. The amount and nature of such damages exceed the
5 jurisdictional limits of this Court, but are presently unknown to Plaintiff, who will seek
6 leave to amend this Complaint upon ascertaining such information, or prove the same at
7 the time of trial.
8

9
10 52. As more fully set forth above, the age discrimination committed by
11 Defendants was committed intentionally, maliciously, wantonly, oppressively, and
12 fraudulently with a conscious disregard for Plaintiff's rights and with the intent to vex,
13 injure, punish, and annoy Plaintiff as to cause the injuries sustained by Plaintiff. Such
14 acts amounted to oppression, fraud, and malice as described in *California Civil Code*
15 §3294. Plaintiff is therefore entitled to punitive or exemplary damages in an amount
16 sufficient to punish and make an example of Defendants.
17

18 **SECOND CAUSE OF ACTION**

19
20 **BY PLAINTIFF PEGGY PLAKOS FOR AGE HARASSMENT CAL GOVT.**
21 **CODE §12940 AGAINST DEFENDANTS VENTURA TRANSFER COMPANY,**
22 **RANDALL CLIFFORD, GREG CLIFFORD, STEVEN CLIFFORD, DAVID**
23 **CLIFFORD, and Does 1 through 50**

24 53. Plaintiff alleges and incorporates by reference all of the allegations
25 contained in the preceding paragraphs of this Complaint as though fully set herein.
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1 54. Plaintiff is at all times herein an "employee" within the meaning of
2 *California Government Code* §12926(c) and §12940 (a) and (c), which prohibits age
3 harassment in employment.
4

5 55. Defendant VTC is at all material times an "employer" as defined by
6 *California Government Code* §12926(d) and within the meaning of *California*
7 *Government Code* §12940 (a) and (c) and, as such, was barred from harassing and
8 discriminating in employment decisions on the basis of age possessed or thought to be
9 possessed by an employee, as set forth in *California Government Code* §12940.
10

11 56. The unlawful harassment toward Plaintiff, as alleged in the General
12 Allegations set forth above, was approved and ratified by Defendants, and each of them.
13

14 57. Defendants RANDALL, GREG, STEVEN, and DAVID are managerial or
15 supervisory employees of Defendant VTC and owe a duty to Plaintiff to refrain from age
16 discrimination and harassment in the workplace.

17 58. Defendants harassed Plaintiff on the basis of her age, in violation of
18 *California Government Code* §12940 (a) and (c), Article 1 of the *California Constitution*
19 and related statutes by engaging in the course of conduct more fully set forth in the
20 General Allegations stated above.
21

22 59. As more fully set forth above, the age harassment by Defendants was
23 committed intentionally, maliciously, wantonly, oppressively, and fraudulently with a
24 conscious disregard of Plaintiff's rights and with the intent to vex, injure, punish, and
25 annoy Plaintiff so as to cause the injuries sustained by Plaintiff. Such acts amounted to
26 oppression, fraud, and malice, as described in *California Civil Code* §3294. Plaintiff is
27
28

therefore entitled to punitive or exemplary damages in an amount sufficient to punish and make an example of Defendants.

THIRD CAUSE OF ACTION

**BY PLAINTIFF PEGGY PLAKOS FOR FAILURE TO PREVENT AND
REMEDY DISCRIMINATION AND HARASSMENT *CAL GOVT. CODE §12940*,
AGAINST DEFENDANT VENTURA TRANSFER COMPANY and Does 1 through**

50

60. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

61. Defendant VTC failed to take all reasonable steps necessary to prevent the discrimination and harassment of Plaintiff from occurring, in violation of *California Government Code §12940(j)* and (k), by engaging in the course of conduct set forth in the General Allegations and all paragraphs stated above, among other things.

62. Specifically, VTC failed to take any meaningful preventative action against its employees and agents who were discriminating against, harassing Plaintiff or enabling others to discriminate against and harass Plaintiff. If Defendant had a written policy addressing the issue of discrimination and harassment, the policy was not enforced and was consistently disregarded.

63. Furthermore, Defendants were aware that Plaintiff was subjected to discrimination and harassment on account of her age, but failed to take immediate and appropriate corrective action to remedy the discrimination and harassment or to correct

1 those managers, supervisors, and employees who were enabling others to harass and
2 discriminate against Plaintiff.

3
4 64. As a result of Defendants' failure to prevent the unlawful discrimination
5 and harassment of Plaintiff, Plaintiff has suffered and continues to suffer substantial (a)
6 humiliation, serious mental anguish, and emotional and physical distress; and (b) loss of
7 past and future earnings and employment benefits and opportunities; on account of which
8 Plaintiff is entitled to compensatory damages. The exact amount and nature of such
9 damages exceed the jurisdictional limits of this Court, but are presently unknown to
10 Plaintiff, who will either seek leave to amend this Complaint upon ascertaining such
11 information or will prove the same at the time of the trial.

12
13
14 65. As more fully set forth above, Defendants' failure to prevent discrimination
15 and harassment was committed intentionally, maliciously, wantonly, oppressively, and
16 fraudulently with a conscious disregard of Plaintiff's rights and with the intent to vex,
17 injure, punish, and annoy Plaintiff so as to cause the injuries sustained by Plaintiff. Such
18 acts amounted to oppression, fraud, and malice, as described in *California Civil Code*
19 §3294. Plaintiff is therefore entitled to punitive or exemplary damages in an amount
20 sufficient to punish and make an example of Defendants.

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23 **FOURTH CAUSE OF ACTION**

24 **BY PLAINTIFF PEGGY PLAKOS FOR WRONGFUL TERMINATION, CAL**
25 **GOVT. CODE §12940, AGAINST VENTURA TRANSFER COMPANY and Does 1**
26 **through 50**

27 66. Plaintiff alleges and incorporates by reference all of the allegations
28 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

1 67. Plaintiff is informed and believes that her employment was terminated as a
2 result of her age, in violation of *California Government Code* § 12940(a).

3
4 68. At all times, Plaintiff was an employee within the meaning of *California*
5 *Government Code* §12926, and at all times during her employment, she performed in a
6 competent, satisfactory manner.

7
8 69. Plaintiff filed Charges of Discrimination with the DFEH. Plaintiff has
9 exhausted her administrative remedies, received her Notice of Right-to-Sue, and timely
10 filed this action.

11
12 70. As a direct, foreseeable, and proximate result of Defendants' conduct, as
13 alleged above, Plaintiff has suffered lost income, employment, and career opportunities,
14 and has suffered and continues to suffer other economic loss, the precise amount of
15 which will be proven at trial.

16
17 71. As a further direct and proximate result of Defendants' discriminatory
18 conduct and actions against her, in violation of *California Government Code* §12900, *et*
19 *seq.*, as described above, Plaintiff has been damaged and deprived of the security, solace,
20 and peace of mind, for which she entered the employment relationship with Defendants,
21 and each of them, thereby causing her to suffer emotional and mental distress, anguish,
22 embarrassment, and humiliation, all to her general damages in an amount according to
23 proof at trial, but in excess of the jurisdictional minimum of this Court.
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1 72. Plaintiff further requests attorney's fees and prejudgment interest to be
2 awarded to her, pursuant to *California Government Code* §12965.

3
4 73. Plaintiff is informed and believes, and, based thereon, alleges that the
5 outrageous conduct of Defendants described above was done with malice, fraud, and
6 oppression and with conscious disregard for her rights and with the intent, design, and
7 purpose of injuring her. Defendants, through their officers, managing agents, and/or their
8 supervisors, authorized, condoned, and/or ratified the unlawful conduct of all of the other
9 Defendants named in this action. By reason thereof, Plaintiff is entitled to punitive or
10 exemplary damages from all Defendants in a sum according to proof at trial.
11

12
13 **FIFTH CAUSE OF ACTION**

14 **BY PLAINTIFF PEGGY PLAKOS FOR WRONGFUL TERMINATION IN**
15 **VIOLATION OF PUBLIC POLICY AGAINST DEFENDANT VENTURA**
16 **TRANSFER COMPANY and Does 1 through 50**

17 74. Plaintiff alleges and incorporates by reference all of the allegations
18 contained in the preceding paragraphs of this Complaint as though fully set forth herein.
19

20 75. Defendant VTC violated the Fair Employment Housing Act (FEHA),
21 *California Government Code* §12940, et seq., by terminating Plaintiff as a result of her
22 age.
23

24 76. The above acts of Defendants constitute wrongful termination in violation
25 of public policy.

26 77. As a result of Defendants' wrongful conduct, Plaintiff has suffered and
27 continues to suffer, substantial humiliation, serious mental anguish, and emotional
28

1 physical distress, on account of which Plaintiff is entitled to compensatory damages. The
2 exact amount and nature of such damages exceed the jurisdictional limits of this Court,
3 but are presently unknown to Plaintiff, who will seek either leave to amend this
4 Complaint upon ascertaining such information or will prove the same at time of trial.
5

6 78. As more fully set forth above, the acts of Defendants were intentional,
7 malicious, wanton, oppressive, and fraudulent with a conscious disregard of Plaintiff's
8 rights and with the intent to vex, injure, punish, and annoy Plaintiff so as to cause the
9 injuries sustained by Plaintiff. Such acts amounted to oppression, fraud, and malice, as
10 described in *California Civil Code* §3294. Plaintiff is therefore entitled to punitive or
11 exemplary damages in an amount sufficient to punish and make an example of
12 Defendants.
13

14 SIXTH CAUSE OF ACTION

15 **BY PLAINTIFF DOREEN PEREA FOR AGE DISCRIMINATION CAL GOVT.**
16 **CODE §12940 AGAINST DEFENDANT VENTURA TRANSFER COMPANY and**
17 **Does 1 through 50**
18

19 79. Plaintiff alleges and incorporates by reference all of the allegations
20 contained in the preceding paragraphs of this Complaint as though fully set forth herein.
21

22 80. Plaintiff PEREA is at all times hereto an "employee" within the meaning of
23 *California Labor Code* §12926(d) and *California Government Code* §12940 (a) and (c),
24 which prohibit age discrimination in employment.
25

26 81. Defendant VTC was at all material times an "employer" as defined by
27 *California Labor Code* §12926(d) and within the meaning of *California Government*
28

1 Code §12940 (a) and (c) and, as such, is barred from discriminating in employment
2 decisions on the basis of age as set forth in *California Government Code* §§12940 and
3 12941.

4
5 82. Defendant VTC has discriminated against Plaintiff on the basis of age, in
6 violation of *California Government Code* §12940 (a) and (c), Article 1 of the California
7 constitution and related statutes by engaging in the course of conduct more fully set forth
8 in the General Allegations stated above.

9
10 83. The unlawful discrimination toward Plaintiff, as alleged in the General
11 Allegations stated above, was approved and ratified by Defendants.

12 84. As a proximate result of Defendants' discrimination against Plaintiff,
13 Plaintiff has suffered and continues to suffer humiliation, serious mental anguish, and
14 emotional and physical distress all on account of which Plaintiff is entitled to
15 compensatory damages. The amount and nature of such damages exceed the
16 jurisdictional limits of this Court, but are presently unknown to Plaintiff, who will seek
17 leave to amend this Complaint upon ascertaining such information, or prove the same at
18 the time of trial.

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21 85. As more fully set forth above, the age discrimination committed by
22 Defendants was committed intentionally, maliciously, wantonly, oppressively, and
23 fraudulently with a conscious disregard for Plaintiff's rights and with the intent to vex,
24 injure, punish, and annoy Plaintiff as to cause the injuries sustained by Plaintiff. Such
25 acts amounted to oppression, fraud, and malice as described in *California Civil Code*
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§3294. Plaintiff is therefore entitled to punitive or exemplary damages in an amount sufficient to punish and make an example of Defendants.

SEVENTH CAUSE OF ACTION

BY PLAINTIFF DOREEN PEREA FOR AGE HARASSMENT *CAL GOVT. CODE* §12940 AGAINST ALL DEFENDANTS, and Does 1 through 50

86. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set herein.

87. Plaintiff PEREA is at all times herein an “employee” within the meaning of *California Government Code* §12926(c) and §12940 (a) and (c), which prohibits age harassment in employment.

88. Defendant VTC is at all material times an “employer” as defined by *California Government Code* §12926(d) and within the meaning of *California Government Code* §12940 (a) and (c) and, as such, was barred from harassing and discriminating in employment decisions on the basis of age possessed or thought to be possessed by an employee, as set forth in *California Government Code* §12940.

89. The unlawful harassment toward Plaintiff, as alleged in the General Allegations set forth above, was approved and ratified by Defendants, and each of them.

90. Defendants RANDALL, GREG, STEVEN, DAVID and VILLA are managerial or supervisory employees of Defendant VTC and owe a duty to Plaintiff PEREA to refrain from age discrimination and harassment in the workplace.

91. Defendants harassed Plaintiff on the basis of her age, in violation of *California Government Code* §12940 (a) and (c), Article 1 of the *California Constitution*

1 and related statutes by engaging in the course of conduct more fully set forth in the
2 General Allegations stated above.

3 92. As more fully set forth above, the age harassment by Defendants was
4 committed intentionally, maliciously, wantonly, oppressively, and fraudulently with a
5 conscious disregard of Plaintiff's rights and with the intent to vex, injure, punish, and
6 annoy Plaintiff so as to cause the injuries sustained by Plaintiff. Such acts amounted to
7 oppression, fraud, and malice, as described in *California Civil Code* §3294. Plaintiff is
8 therefore entitled to punitive or exemplary damages in an amount sufficient to punish and
9 make an example of Defendants.
10
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12 **EIGHTH CAUSE OF ACTION**

13 **BY PLAINTIFF DOREEN PEREA FOR FAILURE TO PREVENT AND**
14 **REMEDY DISCRIMINATION AND HARASSMENT *CAL GOVT. CODE* §12940,**
15 **AGAINST VENTURA TRANSFER COMPANY and Does 1 through 50**
16

17 93. Plaintiff alleges and incorporates by reference all of the allegations
18 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

19 94. Defendant VTC failed to take all reasonable steps necessary to prevent the
20 discrimination and harassment of Plaintiff from occurring, in violation of *California*
21 *Government Code* §12940(j) and (k), by engaging in the course of conduct set forth in the
22 General Allegations and all paragraphs stated above, among other things.
23

24 95. Specifically, VTC failed to take any meaningful preventative action against
25 its employees and agents who were discriminating against, harassing Plaintiff or enabling
26 others to discriminate against and harass Plaintiff. If Defendant had a written policy
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28

1 addressing the issue of discrimination and harassment, the policy was not enforced and
2 was consistently disregarded.

3
4 96. Furthermore, Defendants were aware that Plaintiff was subjected to
5 discrimination and harassment on account of her age, but failed to take immediate and
6 appropriate corrective action to remedy the discrimination and harassment or to correct
7 those managers, supervisors, and employees who were enabling others to harass and
8 discriminate against Plaintiff.
9

10 97. As a result of Defendants' failure to prevent the unlawful discrimination
11 and harassment of Plaintiff, Plaintiff has suffered and continues to suffer substantial (a)
12 humiliation, serious mental anguish, and emotional and physical distress; and (b) loss of
13 past and future earnings and employment benefits and opportunities; on account of which
14 Plaintiff is entitled to compensatory damages. The exact amount and nature of such
15 damages exceed the jurisdictional limits of this Court, but are presently unknown to
16 Plaintiff, who will either seek leave to amend this Complaint upon ascertaining such
17 information or will prove the same at the time of the trial.
18
19

20 98. As more fully set forth above, Defendants' failure to prevent discrimination
21 and harassment was committed intentionally, maliciously, wantonly, oppressively, and
22 fraudulently with a conscious disregard of Plaintiff's rights and with the intent to vex,
23 injure, punish, and annoy Plaintiff so as to cause the injuries sustained by Plaintiff. Such
24 acts amounted to oppression, fraud, and malice, as described in *California Civil Code*
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§3294. Plaintiff is therefore entitled to punitive or exemplary damages in an amount sufficient to punish and make an example of Defendants.

NINTH CAUSE OF ACTION

BY PLAINTIFF DOREEN PEREA FOR WRONGFUL TERMINATION, CAL GOVT. CODE §12940, AGAINST VENTURA TRANSFER COMPANY and Does 1 through 50

99. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

100. Plaintiff is informed and believes that her employment was terminated as a result of her age, in violation of *California Government Code* § 12940(a).

101. At all times, Plaintiff was an employee within the meaning of *California Government Code* §12926, and at all times during her employment, she performed in a competent, satisfactory manner.

102. Plaintiff filed Charges of Discrimination with the DFEH. Plaintiff has exhausted her administrative remedies, received her Notice of Right-to-Sue, and timely filed this action. (See Exhibit Nos. 4 and 5).

103. As a direct, foreseeable, and proximate result of Defendants' conduct, as alleged above, Plaintiff has suffered lost income, employment, and career opportunities, and has suffered and continues to suffer other economic loss, the precise amount of which will be proven at trial.

104. As a further direct and proximate result of Defendants' discriminatory conduct and actions against her, in violation of *California Government Code* §12900, *et seq.*, as described above, Plaintiff has been damaged and deprived of the security, solace, and peace of mind, for which she entered the employment relationship with Defendants, and each of them, thereby causing her to suffer emotional and mental distress, anguish, embarrassment, and humiliation, all to her general damages in an amount according to proof at trial, but in excess of the jurisdictional minimum of this Court.

105. Plaintiff further requests attorney's fees and prejudgment interest to be awarded to her, pursuant to *California Government Code* §12965.

106. Plaintiff is informed and believes, and, based thereon, alleges that the outrageous conduct of Defendants described above was done with malice, fraud, and oppression and with conscious disregard for her rights and with the intent, design, and purpose of injuring her. Defendants, through their officers, managing agents, and/or its supervisors, authorized, condoned, and/or ratified the unlawful conduct of all of the other Defendants named in this action. By reason thereof, Plaintiff is entitled to punitive or exemplary damages from all Defendants in a sum according to proof at trial.

TENTH CAUSE OF ACTION

BY PLAINTIFF DOREEN PEREA FOR WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY AGAINST DEFENDANT VENTURA TRANSFER COMPANY and Does 1 through 50

107. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

1 108. Defendant VTC violated the Fair Employment Housing Act (FEHA),
2 *California Government Code* §12940, et seq., by terminating Plaintiff as a result of her
3 age.
4

5 109. The aforementioned acts of Defendants constitute wrongful termination in
6 violation of public policy.
7

8 110. As a result of Defendants' wrongful conduct, Plaintiff has suffered and
9 continues to suffer, substantial humiliation, serious mental anguish, and emotional
10 physical distress, on account of which Plaintiff is entitled to compensatory damages. The
11 exact amount and nature of such damages exceed the jurisdictional limits of this Court,
12 but are presently unknown to Plaintiff, who will seek either leave to amend this
13 Complaint upon ascertaining such information or will prove the same at time of trial.
14

15 111. As more fully set forth above, the acts of Defendants were intentional,
16 malicious, wanton, oppressive, and fraudulent with a conscious disregard of Plaintiff's
17 rights and with the intent to vex, injure, punish, and annoy Plaintiff so as to cause the
18 injuries sustained by Plaintiff. Such acts amounted to oppression, fraud, and malice, as
19 described in *California Civil Code* §3294. Plaintiff is therefore entitled to punitive or
20 exemplary damages in an amount sufficient to punish and make an example of
21 Defendants.
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ELEVENTH CAUSE OF ACTION

**BY PLAINTIFF PEGGY PLAKOS FOR FAILURE TO PROVIDE REQUIRED
REST PERIODS *CALIFORNIA LABOR CODE* §226.7 AGAINST DEFENDANT
VENTURA TRANSFER COMPANY, and Does 1 through 50**

112. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

113. *California Labor Code* §226.7(a) states: "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

114. *California Labor Code* §516 provides that the Industrial Welfare Commission may adopt or amend working condition orders with respect to break periods for any workers in California consistent with the health and welfare of those workers.

115. Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

116. Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this

1 order, the employer shall pay the employee one (1) hour of pay at the employee's regular
2 rate of compensation for each workday that the rest period is not provided."

3
4 117. Plaintiff consistently worked over four (4) hours per day and, therefore, was
5 entitled to a rest period of not less than ten (10) minutes prior to exceeding four (4) hours
6 of employment.

7
8 118. As a matter of Defendants' established company policy, Defendants failed to
9 authorize and permit the required rest periods established by *California Labor Code* §226.7
10 and *California Labor Code* §516 and Section 12 of the IWC Wage Order(s).

11
12 119. Under Section 12 of the IWC Wage Order(s) and *California Labor Code*
13 §226.7 which states "if an employer fails to provide an employee a meal or rest period in
14 accordance with an applicable order of the Industrial Welfare Commission, the employer
15 shall pay the employee one additional hour of pay at the employee's regular rate of
16 compensation for each work day that the meal or rest period is not provided," Plaintiff is
17 entitled to damages in an amount equal to one (1) additional hour of pay at each employee's
18 regular rate of compensation for each work day that rest period was not so provided.

19
20
21 120. Under *California Labor Code* §218.6 and *California Civil Code* §3287(a),
22 Plaintiff seeks recovery of pre-judgment interest on all amounts recovered herein.

23
24 121. Under *California Labor Code* §218.5 and *California Code of Civil*
25 *Procedure* §1021.5, Plaintiff requests that the Court award reasonable attorneys' fees and
26 costs incurred by her in this action.
27
28

TWELFTH CAUSE OF ACTION

BY PLAINTIFF PEGGY PLAKOS FOR FAILURE TO PROVIDE MEAL PERIODS CALIFORNIA LABOR CODE §226.7 AGAINST VENTURA TRANSFER COMPANY and Does 1 through 50

122. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

123. Labor Code §226.7 requires an employer to pay an additional one (1) hour of compensation for each meal period that Plaintiff was not actually relieved of all duties, not performing any work, and free to leave the premises for thirty (30) minutes. As such, Defendants are responsible for paying premium compensation for missed meal periods.

124. Plaintiff regularly worked in excess of five (5) hours per day and, accordingly, had a right to take a thirty (30) minute meal period each day worked in excess of five (5) hours.

125. As a pattern and practice, Defendants regularly required Plaintiff to work through her meal periods without proper compensation.

126. Under Labor Code §226.7, Plaintiff is entitled to damages in an amount equal to one (1) hour of wages per missed meal periods, according to proof at trial.

THIRTEENTH CAUSE OF ACTION

BY PLAINTIFF PEGGY PLAKOS FOR FAILURE TO PAY MINIMUM WAGES CALIFORNIA LABOR CODE §1194, 1197 and 1197.1 AGAINST DEFENDANT VENTURA TRANSFER COMPANY and Does 1 through 50

1 127. Plaintiff alleges and incorporates by reference all of the allegations
2 contained in the preceding paragraphs of this Complaint as though fully set forth herein.
3

4 128. At all relevant times, *California Labor Code* §1194, §1197, and §1197.1
5 provide that the minimum wage must be paid to employees, and the payment of a lesser
6 wage than the minimum so fixed is unlawful.
7

8 129. During the relevant time period, Defendants regularly failed to pay the
9 minimum wage to Plaintiff pursuant to *California Labor Code* §1194, §1197, and
10 §1197.1. Defendants' failure to pay Plaintiff minimum wages as required violates
11 *California Labor Code* §1194, §1197, and §1197.1. Pursuant to the aforesaid sections,
12 Plaintiff is entitled to recover the unpaid balance of her minimum wage compensation as
13 well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to
14 the wages unlawfully unpaid and interest thereon.
15

16 130. Pursuant to *California Labor Code* §1194.2, Plaintiff is entitled to recover
17 liquidated damages in an amount equal to the wages unlawfully unpaid and interest
18 thereon.
19
20

21 **FOURTEENTH CAUSE OF ACTION**

22 **BY PLAINTIFF PEGGY PLAKOS FOR FAILURE TO PAY OVERTIME**
23 **WAGES CALIFORNIA LABOR CODE §510 AND §1194 AGAINST DEFENDANT**
24 **VENTURA TRANSFER COMPANY and Does 1 through 50**

25 131. Plaintiff alleges and incorporates by reference all of the allegations
26 contained in the preceding paragraphs of this Complaint as though fully set forth herein.
27
28

132. Defendants willfully violated the provisions of the Labor Code by failing to compensate Plaintiff for all hours worked.

133. By their policy of requiring a non-exempt employee to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating such employee at the rate of time and one-half (1 ½), as alleged above, Defendants willfully violated the provisions of Labor Code Sections 510 and 1194.

134. Defendants willfully violated the provisions of the Labor Code by regularly requiring Plaintiff to work beyond 8 hours per day without compensating her for overtime.

135. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of overtime compensation in an amount according to proof at trial, and is entitled to recovery of such amount, plus interest and penalties thereon, attorneys fees, and costs, under Labor Code §§218.5 and/or 1194.

FIFTEENTH CAUSE OF ACTION

**BY PLAINTIFF PEGGY PLAKOS FOR FAILURE TO TIMELY FURNISH
ACCURATE ITEMIZED WAGE STATEMENTS *CALIFORNIA LABOR CODE*
§226 AGAINST DEFENDANT VENTURA TRANSFER COMPANY and Does 1
through 50**

136. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

137. *California Labor Code* §226(a) states in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her

1 employees, either as a detachable part of the check, draft, or voucher paying the
2 employee's wages, or separately when wages are paid by personal check or cash, an
3 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
4 worked by the employee...(4) all deductions...(5) net wages earned, (6) the inclusive
5 dates of the period for which the employee is paid...(8) the name and address of the legal
6 entity that is the employer, and (9) all applicable hourly rates in effect during each pay
7 period and the corresponding number of hours worked at each hourly rate by the
8 employee...".
9
10

11 138. As a pattern and practice, in violation of *California Labor Code* §226(a)
12 and the IWC Wage Orders §7(A), Defendants did not furnish the Plaintiff with an
13 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
14 worked by the employee, (3) all deductions, (4) net wages earned and/or (5) overtime
15 hours worked, (6) all applicable hourly rates in effect during each respective pay period
16 and the corresponding number of hours worked at each hourly rate by her.
17
18

19 139. Plaintiff has suffered injury as a result of Defendants' failure to maintain
20 accurate records for Plaintiff because she was not timely provided written accurate
21 itemized statements showing all requisite information, including but not limited to total
22 hours worked by the employee, net wages earned and all applicable hourly rates in effect
23 during the pay period and the corresponding number of hours worked at each hourly rate,
24 in violation of *California Labor Code* §226 and the IWC Wage Orders §7(A), such that
25 Plaintiff was misled by Defendants as to the correct information regarding various items,
26
27
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1 including but not limited to total hours worked by the employee, overtime hours worked,
2 net wages earned and all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate.
4

5 140. Under *California Labor Code* §226(e), Plaintiff is entitled to fifty dollars
6 (\$50.00) for the initial pay period in which a violation hereunder occurs and one hundred
7 dollars (\$100.00) for each violation in a subsequent pay period, not exceeding an
8 aggregate penalty of four thousand dollars (\$4,000.00).
9

10 141. Under *California Labor Code* §226(e) and/or §226(g), Plaintiff is entitled
11 to an award of costs and reasonable attorneys' fees.
12

13 142. Plaintiff is also entitled to injunctive relief to ensure Defendants are
14 compliant with this section, pursuant to *California Labor Code* §226(g).
15

16 **SIXTEENTH CAUSE OF ACTION**

17 **BY PLAINTIFF PEGGY PLAKOS FOR FAILURE TO PAY UNPAID WAGES**
18 **UPON TERMINATION *CALIFORNIA LABOR CODE* §203 AGAINST**
19 **DEFENDANT VENTURA TRANSFER COMPANY and Does 1 through 50**

20 143. Plaintiff alleges and incorporates by reference all the allegations contained
21 in the preceding paragraphs of this Complaint as though fully set forth herein.
22

23 144. *California Labor Code* §203 provides that if an employer willfully fails to
24 pay, without abatement or reduction, in accordance with *California Labor Code* §§201,
25 201.5, 202 and 205.5, any wages of an employee who is discharged or who quits, the
26 wages of the employee shall continue at the same rate, for up to thirty (30) days from the
27 due date thereof, until paid or until an action therefore is commenced.
28

145. Defendants willfully failed to pay Plaintiff her entire wages due and owing at the time of her termination, and failed to pay those sums for more than thirty (30) days thereafter.

146. Defendants' willful failure to pay wages to Plaintiff violates *California Labor Code* §203 because Defendants knew or should have known wages were due to Plaintiff, but Defendants failed to pay them.

147. Thus, Plaintiff is entitled to recover under *California Labor Code* §203, in the amount of her daily wage multiplied by thirty (30) days.

148. Under *Civil Code* §3287, Plaintiff seeks recovery of pre-judgment interest on all amounts recovered herein.

SEVENTEENTH CAUSE OF ACTION

BY PLAINTIFF PEGGY PLAKOS FOR FAILURE TO INDEMNIFY EMPLOYEES CALIFORNIA LABOR CODE §2802 AGAINST DEFENDANT VENTURA TRANSFER COMPANY and Does 1 through 50

149. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

150. *Labor Code* §2802(a) requires an employer to fully reimburse his employees for all necessary expenses incurred in the discharge of the employees' duties.

It provides:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequences of the discharge of his or her duties, or his or her

1 obedience to the directions of the employer, even though unlawful,
2 unless the employee, at the time of obeying the directions, believed
3 them to be unlawful.
4

5 151. PLAKOS has claims for her unreimbursed business expense for the cost of
6 a COVID-19 test. PLAKOS was never reimbursed for this expense.
7

8 152. Defendants failed to indemnify Plaintiff for her expenses, in violation of
9 *Labor Code* §2802(a), causing her to suffer damages in amounts which will be
10 ascertained according to proof at trial.
11

12 153. Pursuant to *Labor Code* §2802(c), Plaintiff is entitled to an award of costs
13 and reasonable attorneys' fees.
14

15 **EIGHTEENTH CAUSE OF ACTION**

16 **CIVIL PENALTIES (*LABOR CODE* §§2699, *et seq.*)**

17 **(On Behalf of Plaintiff and All Others Similarly Situated Against VENTURA**
18 **TRANSFER COMPANY, RANDALL CLIFFORD, GREG CLIFFORD, STEVEN**
19 **CLIFFORD, and Does 1 through 50**

20 154. Plaintiff and all other current and former employees similarly situated allege
21 and incorporate herein by this reference each and every allegation set forth in all previous
22 paragraphs of the Complaint, as if fully set forth herein.

23 155. At all times mentioned, the *California Labor Code* §2698, *et seq.*, was
24 applicable to Plaintiff and all other current and former employees similarly situated during
25 their employment by Defendants.
26
27
28

1 156. At all times mentioned, *California Labor Code* §2698, *et seq.*, "The Labor
2 Code Private Attorney General Act" (hereinafter "PAGA") provides that for any provision
3 of law under the Labor Code that provides for a Civil penalty to be assessed and collected
4 by the Labor and Workforce Development Agency for violation of the Labor Code may,
5 as an alternative, be recovered through a civil action brought by an aggrieved employee
6 pursuant to procedures outlined in *California Labor Code* §2699.3.
7

8
9 157. Pursuant to *Labor Code* §2699.3, an aggrieved employee, may commence a
10 civil action arising under *Labor Code* §2699 after the following requirements have been
11 met:
12

13 a. The aggrieved employee shall give written notice (hereinafter "Notice") by
14 online filing with the Labor and Workforce Development Agency (hereinafter
15 "Agency") and by certified mail to the employer of the specific provisions of the
16 Labor Code alleged to have been violated, including the facts and theories to support
17 the alleged violation.
18

19
20 b. A notice filed with the Labor and Workforce Development Agency and any
21 employer response to that notice shall be accompanied by a filing fee of seventy-
22 five dollars (\$75).
23

24 c. The Agency shall notify the employer and the aggrieved employee by
25 certified mail that it does not intend to investigate the alleged violation within sixty
26 (60) calendar days of the postmark date of the Notice. Upon receipt of the Notice
27 or if no Notice is provided within sixty-five (65) calendar days of the postmark date
28

1 of the Notice, the aggrieved employee may amend an existing complaint within
2 sixty days of receiving the Notice that the Agency does not intend to investigate the
3 alleged violation, to add a cause of action pursuant to *Labor Code* §2699 to recover
4 civil penalties in addition to any other penalties that the employee may be entitled
5 to.
6

7
8 d. When filing a new PAGA lawsuit in court, a filed-stamped copy of the
9 complaint must be provided to LWDA.
10

11 158. Plaintiff has satisfied the jurisdictional prerequisites to the maintenance of
12 this Cause of Action as more fully set out in *Labor Code* §2699.3 in that on March 2,
13 2022, Plaintiff and all other current and former employees similarly situated gave notice
14 to the Labor and Workforce Development Agency of Defendants' violations of *Labor*
15 *Code* §§201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198 and
16 2802, including the facts and theories to support the alleged violation, and Plaintiffs'
17 intent to recover penalties based on the violations set forth herein. This same notice was
18 served upon the LWDA online and to Defendants by certified mail on or about March 2,
19 2022. See Exhibit No.7, March 2, 2022 Notice to the LWDA and the Defendants.
20
21 Plaintiffs therefore satisfied the requirements of *Labor Code* §2699 and may recover civil
22 penalties, in addition to other remedies for violations of *California Labor Code* §§201,
23 202, 203, 204, 226(a), 226.7, 226.8, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198,
24 and 2802.
25
26
27
28

1 159. As set forth more fully above, Defendants VTC and RANDALL, GREG
2 and STEVEN violated *Labor Code* §§201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
3 558, 1174, 1174.5, 1194, 1197, 1198, and 2802.

4
5 160. Plaintiff PLAKOS and all other similarly situated former non-exempt
6 employees, seek relief against them under *Labor Code* §558.

7
8 161. Pursuant to *Labor Code* §2699(f) and (g), Plaintiff PLAKOS, and all other
9 current and former non-exempt employees similarly situated, are entitled to recover civil
10 penalties in the amount of one hundred dollars (\$100) for each aggrieved employee per
11 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
12 employee per pay period for each subsequent violation, plus costs and attorney's fees, for
13 violations of *Labor Code* §§201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1174,
14 1174.5, 1194, 1197, 1198, and 2802.

15
16
17 **NINETEENTH CAUSE OF ACTION**

18 **BY PLAINTIFF PEGGY PLAKOS FOR UNLAWFUL BUSINESS PRACTICES**
19 ***BUSINESS AND PROFESSIONS CODE* §17200 AGAINST DEFENDANT**
20 **VENTURA TRANSFER COMPANY and Does 1 through 50**

21 162. Plaintiff alleges and incorporates by reference all of the allegations
22 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

23
24 163. *Business & Professions Code* §17200 provides in pertinent part that
25 "...[U]nfair competition shall mean and include any unlawful, unfair or fraudulent
26 business act...".
27
28

1 164. *Business & Professions Code* §17205 provides that unless otherwise
2 expressly provided, the remedies or penalties provided for unfair competition “are
3 cumulative to each other and to the remedies or penalties available under all other laws of
4 this state.”
5

6 165. *Business & Professions Code* §17204 provides that an action for any relief
7 from unfair competition may be prosecuted by any person who has suffered injury in fact
8 and has lost money or property as a result of such unfair competition.
9

10 166. Defendants have engaged in unfair business practices in California by
11 practicing, employing and utilizing the employment practices outlined in the preceding
12 paragraphs, specifically, by requiring Plaintiff to perform the labor services complained
13 of herein without the requisite compensation.
14

15 167. Defendants have engaged in unlawful, unfair and fraudulent business acts
16 or practices prohibited by *Business & Professions Code* §17200, including those set forth
17 in the preceding paragraphs of the Complaint, thereby depriving Plaintiff of the minimum
18 working standards and conditions due to her under the *California Labor Code* and/or the
19 IWC Wage Orders, as specifically described herein.
20

21 168. Defendants’ use of such practices constitutes an unfair business practice,
22 unfair competition and provides an unfair advantage over Defendants’ competitors.
23

24 169. Plaintiff has suffered injury in fact and has lost money or property as a
25 result of such unfair competition.
26
27
28

170. Plaintiff seeks full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair practices complained of herein.

171. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

172. Therefore, Plaintiff requests that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the above conduct.

173. Plaintiff, on behalf of herself seeks the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

PRAYER

As to the First through Tenth Causes of Action:

WHEREFORE, Plaintiffs PLAKOS and PEREA pray for judgment against Defendants as follows:

As to the First through Tenth Causes of Action:

1. For such general, special and compensatory, actual and liquidated damages, according to proof at trial;
2. For exemplary and punitive damages, according to proof at trial;
3. For injunctive relief, according to proof;

4. For reasonable attorneys' fees, under *California Government Code* §12965 (b) and CCP §1021.5;
5. For prejudgment interest;
6. For costs of the litigations; and
7. For such other relief as the Court may deem proper.

WHEREFORE, Plaintiff PLAKOS prays for judgment against Defendants as follows:

As to the Eleventh to Seventeenth Causes of Action:

8. For damages for unpaid penalty wages under *California Labor Code* §226(e);
9. For damages for unpaid penalty wages under *California Labor Code* §203;
10. For damages for unpaid wages for missed rest periods under *California Labor Code* §226.7;
11. For damages for failure to provide meal periods, under *Labor Code* §226.7, according to proof at trial;
12. For damages for unpaid overtime wages, under *Labor Code* §§510 and 1194, according to proof at trial;
13. For damages for unpaid minimum wages, under *California Labor Code* §§1194, 1197 and 1197.1;

14. For statutory damages for failure to provide accurate itemized wage statements to employees under *California Labor Code* §226;

15. For damages for failure to indemnify employees, under *California Labor Code* §2802;

16. For restitution under *Business and Professions Code* §17203;

As to the Eighteenth Cause of Action for Violation of PAGA:

17. For civil penalties allowable under *Labor Code* §2699 *et seq.*, for violations of *Labor Code* §§201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1193, and 2802;

As to the Eleventh to Eighteenth Causes of Action:

18. For reasonable attorneys' fees and costs per *Labor Code* §§218.5, 226(e) and (g), 1102.5 (j), 1194, and CCP §1021.5, and all related statutes;

JURY TRIAL DEMAND

Plaintiffs request a jury trial for all causes of action.

Dated: October 31, 2022


Eli M. Kantor
Attorney for Plaintiff
PEGGY PLAKOS and
DOREEN PEREA and all other
current and former employees
similarly situated

Exhibit 1

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**

7 Peggy Plakos

DFEH No. 202202-1621 1023

8 Complainant,

9 vs.

10 Ventura Transfer Company
11 2418 East 223rd Street
12 Long Beach, CA 90810

13 Randall Clifford
14 2418 East 223rd Street
15 Long Beach, CA 90810

16 Greg Clifford
17 2418 East 223rd Street
18 Long Beach, CA 90810

19 Steven Clifford
20 2418 East 223rd Street
21 Long Beach, CA 90810

22 Respondents

23 1. Respondent **Ventura Transfer Company** is an **employer** subject to suit under the California
24 Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

25 2. Complainant is naming **Randall Clifford** individual as Co-Respondent(s).
26 Complainant is naming **Greg Clifford** individual as Co-Respondent(s).
27 Complainant is naming **Steven Clifford** individual as Co-Respondent(s).

28 3. Complainant **Peggy Plakos**, resides in the City of **San Pedro**, State of **CA**.

 4. Complainant alleges that on or about **January 19, 2022**, respondent took the
following adverse actions:

1 **Complainant was harassed** because of complainant's age (40 and over).

2 **Complainant was discriminated against** because of complainant's age (40 and over) and
3 as a result of the discrimination was terminated, asked impermissible non-job-related
4 questions.

5 **Complainant experienced retaliation** because complainant reported or resisted any form
6 of discrimination or harassment and as a result was terminated, asked impermissible non-
7 job-related questions.

8 **Additional Complaint Details:** Peggy Plakos was employed as the Customer Care
9 Manager at Ventura Transfer Company, Herein "VTC", a California Corporation located in
10 Long Beach, CA from July, 2016 until she was wrongfully terminated on January 19, 2022,
11 without any prior notice or warning. The purported reason for her termination was "job
12 elimination". However, that was merely a pretext for the true discriminatory reason of age
13 discrimination. Ms. Plakos is 65 years old and her job duties have largely been given to the
14 owner's daughter, Ms. Andrea Clifford, age 26. Although she technically has not yet been
15 given Ms. Plakos job title of Custom Care Manager, she is being groomed for that position.

16 In this regard, Andrea Clifford was first employed as a Customer Care Representative in or
17 about 2019. Her first cousin, director of operations, Ms. Plakos boss, asked Ms. Plakos in
18 the presence of Andrea, how many more years did she plan to work at VTC.

19 Another example of VTC's ageist policies was that they segregated the "retirement
20 meetings" by age, calling the older employees group 50 plus the "Red Zone"

21 On or about October 7, 2021, Andrea Clifford got upset with work and abruptly resigned
22 after hours, without giving any notice whatsoever.

23 Thereafter, during the first or second week of January 2022, Ms Plakos was informed that
24 "Andi was going to help out part time." Ms. Plakos protested that she did not want her to
25 work in her department, because she had walked off the job, without warning causing stress
26 to the entire department. However, she was overruled because "she was the owners
27 daughter". Shortly, thereafter, on January 19, 2022, she was called into the conference
28 room where she was informed that after almost 6 years of service "her position was
eliminated."

Significantly, 2021 was VTC's best year ever, and they were getting busier when her job
was "eliminated".

1 VERIFICATION

2 I, **Eli Kantor**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On February 22, 2022, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Beverly Hills, California**
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Exhibit 2



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

February 22, 2022

Peggy Plakos
2171 Grandeur Drive
San Pedro, CA 90732

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202202-16211023
Right to Sue: Plakos / Ventura Transfer Company et al.

Dear Peggy Plakos:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective February 22, 2022 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

Exhibit 3

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
 (Gov. Code, § 12900 et seq.)

5 **In the Matter of the Complaint of**
6 Peggy Plakos

DFEH No. 202202-1621 1023

7 Complainant,

8 vs.

9 Ventura Transfer Company
10 2418 East 223rd Street
11 Long Beach, CA 90810

12 Randall Clifford
13 2418 East 223rd Street
14 Long Beach, CA 90810

15 Greg Clifford
16 2418 East 223rd Street
17 Long Beach, CA 90810

18 Steven Clifford
19 2418 East 223rd Street
20 Long Beach, CA 90810

21 David Clifford
22 2418 East 223rd Street
23 Long Beach, CA 90810

24 Respondents

25 1. Respondent **Ventura Transfer Company** is an **employer** subject to suit under the California
26 Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

27 2. Complainant is naming **Randall Clifford** individual as Co-Respondent(s).
28 Complainant is naming **Greg Clifford** individual as Co-Respondent(s).
Complainant is naming **Steven Clifford** individual as Co-Respondent(s).
Complainant is naming **David Clifford** individual as Co-Respondent(s).

3. Complainant **Peggy Plakos**, resides in the City of **San Pedro**, State of **CA**.

-1-

Complaint – DFEH No. 202202-16211023

Date Filed: February 22, 2022
Date Amended: February 28, 2022

1 4. Complainant alleges that on or about **January 19, 2022**, respondent took the
2 following adverse actions:

3 **Complainant was harassed** because of complainant's age (40 and over).

4 **Complainant was discriminated against** because of complainant's age (40 and over) and
5 as a result of the discrimination was terminated, asked impermissible non-job-related
6 questions.

7 **Complainant experienced retaliation** because complainant reported or resisted any form
8 of discrimination or harassment and as a result was terminated, asked impermissible non-
9 job-related questions.

10 **Additional Complaint Details:** Peggy Plakos was employed as the Customer Care
11 Manager at Ventura Transfer Company, Herein "VTC", a California Corporation located in
12 Long Beach, CA from July, 2016 until she was wrongfully terminated on January 19, 2022,
13 without any prior notice or warning. The purported reason for her termination was "job
14 elimination". However, that was merely a pretext for the true discriminatory reason of age
15 discrimination. Ms. Plakos is 65 years old and her job duties have largely been given to the
16 owner's daughter, Ms. Andrea Clifford, age 26. Although she technically has not yet been
17 given Ms. Plakos job title of Custom Care Manager, she is being groomed for that position.

18 In this regard, Andrea Clifford was first employed as a Customer Care Representative in or
19 about 2019. Her first cousin, director of operations, Ms. Plakos boss, David Clifford, asked
20 Ms. Plakos in the presence of Andrea, how many more years did she plan to work at VTC.

21 Another example of VTC's ageist policies was that they segregated the "retirement
22 meetings" by age, calling the older employees group 50 plus the "Red Zone"

23 On or about October 7, 2021, Andrea Clifford got upset with work and abruptly resigned
24 after hours, without giving any notice whatsoever.

25 Thereafter, during the first or second week of January 2022, Ms Plakos was informed that
26 "Andi was going to help out part time." Ms. Plakos protested that she did not want her to
27 work in her department, because she had walked off the job, without warning causing stress
28 to the entire department. However, she was overruled because "she was the owners
daughter". Shortly, thereafter, on January 19, 2022, she was called into the conference
room where she was informed that after almost 6 years of service "her position was
eliminated."

Significantly, 2021 was VTC's best year ever, and they were getting busier when her job
was "eliminated".

1 VERIFICATION

2 I, **Eli M. Kantor, Esq.**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On February 22, 2022, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Beverly Hills, CA**
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Exhibit 4

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**

7 Doreen Perea

DFEH No. 202205-17048819

8 Complainant,

9 vs.

10 Ventura Transfer Company
11 2418 East 223rd Street
12 Long Beach, CA 90810

13 Julio Villa
14 2418 East 223rd Street
15 Long Beach, CA 90810

16 Respondents

17 1. Respondent **Ventura Transfer Company** is an **employer** subject to suit under the California
18 Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

19 2. Complainant is naming **Julio Villa** individual as Co-Respondent(s).

20 3. Complainant **Doreen Perea**, resides in the City of **City of Commerce**, State of **CA**.

21 4. Complainant alleges that on or about **April 22, 2022**, respondent took the
22 following adverse actions:

23 **Complainant was harassed** because of complainant's age (40 and over).

24 **Complainant was discriminated against** because of complainant's age (40 and over) and
25 as a result of the discrimination was terminated.

26 **Additional Complaint Details:** I was employed by Ventura Transfer Company ("VTC")
27 since 2000. After almost 20 years of dedicated service as a dispatcher and other positions
28 at VTC, I was wrongfully terminated on April 22, 2022, by my Manager, Julio Villa, because
 of my age, 58.

1 In or about March 2022, Mr. Villa hired a younger woman, Danielle, allegedly to become the
2 "night dispatcher". Mr. Villa instructed me to train her in the procedures of being a
3 dispatcher. After training her for about a month, I was abruptly wrongfully terminated by Mr.
4 Villa. It is my understanding that the younger woman, who I trained, Danielle, has replaced
5 me as the dispatcher. To the best of my knowledge, there is no night dispatcher. It is my
6 understanding that VTC is engaging in a pattern of age discrimination, having previously
7 terminated two other elderly women, Peggy Plakos, age 64, in January 2022 and Veronica
8 Williams, age 66, in April 2020, and replacing them with younger employees.
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1 VERIFICATION

2 I, **Eli M. Kantor**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On May 19, 2022, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

Beverly Hills, CA

Exhibit 5



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

May 19, 2022

Doreen Perea
5933 Bartmus Street
City of Commerce, CA 90040

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202205-17048819
Right to Sue: Perea / Ventura Transfer Company et al.

Dear Doreen Perea:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective May 19, 2022 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

Exhibit 6

Teamwork and Cooperation

Weight 6.25%

Willingness to collaborate, cooperate, and to assist others in getting a job done. Readiness to respond positively to instructions and procedures. Builds strong interdepartmental relationships.

Supervisor Rating

Meets Expectations

Comments



Keegan, Bryan 04/15/2020

This is an area where I see team members being brought into the conversation when needed. Your relationships with your fellow managers are improving and the level of cooperation between departments is improving. I have seen progress, please continue along this line and keep things going in a positive direction.

Job Knowledge

Weight 6.25%

Knowledge of techniques, skills, equipment, procedures, and materials of the current job.

Supervisor Rating

Exceeds Expectations

Comments



Keegan, Bryan 04/15/2020

Your understanding of drayage and port operations adds an element of expertise the company wouldn't have otherwise. Your background in this area brings a technical expertise that I find invaluable.

Follows Policies and Procedures

Weight 6.25%

Follows company-wide and job specific policies and procedures.

Supervisor Rating

Meets Expectations

Comments



Keegan, Bryan 04/20/2020

While I understand that you are not a fan of the written documentation procedure I appreciate your taking the time to bring this method into your management process this year.

Please try and pull yourself out of CCR role going forward. The department would benefit from your management and direction rather than performing the tasks of the CCR.

Thank you.

Exhibit 7

ELI M. KANTOR
ATTORNEY AT LAW
9595 WILSHIRE BOULEVARD, SUITE 408
BEVERLY HILLS, CALIFORNIA 90212
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ELI M. KANTOR
JONATHAN D. KANTOR

March 2, 2022

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Labor Workforce Development Agency
800 Capitol Mall
Suite 5000
Sacramento, CA 95814

RE: Peggy Plakos / Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford and any and all related entities or parties which are the alter egos of these parties

Dear Sir or Madam:

Pursuant to Labor Code Sections 2998, *et seq.*, of the Private Attorneys General Act, Peggy Plakos (herein "Plakos") provides notice on behalf of herself and other current and former California employees (herein "aggrieved employees") with employer, Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford and any and all related entities or parties which are the alter egos of such employers (hereinafter "employers"), of violations of *Labor Code* Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802, and any other applicable sections affording the types of penalties described.

As set forth below, Plakos alleges that Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford, and their agents, have violated the above sections of the Labor Code by failing to provide her and other aggrieved employees with accurate wage statements; failing to pay them overtime wages for all hours worked, by failing to provide her and other aggrieved employees with meal and rest periods, or pay them premium wages in lieu thereof, failing to keep records, and failing to reimburse them for business expenses, failing to timely pay them earned wages, failing to pay them vested but unused vacation pay upon termination, failing to timely pay them earned wages, failing to ensure that employees receive paychecks that may be cashed without delay and without a fee or a discount, and failing to timely pay them earned wages upon termination, among other violations.

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Based on these alleged violations of the Labor Code, Plakos intends to seek civil penalties in the amounts set forth below, if the Labor and Workforce Development Agency ("LWDA") declines to investigate these allegations.

Relevant Facts

Peggy Plakos was hired by Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford, on July 5, 2016. She was terminated by the above mentioned employers on January 19, 2022. At all relevant times Peggy Plakos was misclassified as an exempt employee when, in fact, she was a non-exempt employee, primarily performing non-exempt duties. Therefore, as set forth below, Plakos alleges that Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford, and their agents, have violated the above sections of the Labor Code by failing to provide her and other aggrieved employees with accurate wage statements; failing to timely pay them earned wages upon termination, failing to pay them overtime wages for all hours worked, failing to keep records, failing to provide her and other aggrieved employees with meal and rest periods, or pay them premium wages in lieu thereof, failing to reimburse them for business expenses, failing to timely pay them earned wages upon termination, and by failing to timely pay them earned wages, among other violations.

The employers who are being sent copies of this letter, may be contacted directly at:

Ventura Transfer Company
2418 East 223rd Street
Long Beach, CA 90810

Randall J. Clifford
2418 East 223rd Street
Long Beach, CA 90810

Greg Clifford
2418 East 223rd Street
Long Beach, CA 90810

Steven Clifford
2418 East 223rd Street
Long Beach, CA 90810

BACKGROUND

Plakos has been subject to one or more of the alleged violations during her employment within the one-year period before the mailing of this notice.

Plakos is informed and believes that, at all relevant times, employers have been the agents, employees, representatives, servants, masters, or employers of each other, and in doing the things herein alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of these other employers.

Plakos is informed and believes that, at all relevant times, each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all employers mentioned herein, each acting as agents and/or employees, and/or under the direction and control of each of the other employers, and that said acts and failures were within the course and scope of said agency, employment, and/or direction or control.

At all relevant times, Plakos and aggrieved employees have been both “employees” within the meaning of Section 2(F) of the Wage Order and “aggrieved employees” within the meaning of *Labor Code* §2699(c). At all relevant times, Plakos and aggrieved employees have been non-exempt employees of employers, and are entitled to the full protections of the *Labor Code* and the Wage Order.

At all relevant times, employers have failed to keep legally required records concerning Plakos and aggrieved employees, including, but not limited to, accurate records of their hours worked.

Failures to Provide Accurate Wage Statements ***(Labor Code § 226(a))***

Labor Code § 226 (a) states:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing

showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

At all relevant times, Defendants failed to provide Plakos and aggrieved employees with accurate itemized wage statements in writing as required under *Labor Code* 226(a). Specifically, the wage statements given to Plakos and the aggrieved employees failed to accurately reflect:

1. Their applicable wage rates, and corresponding units worked at each applicable rate, by not paying them premium wages in lieu of meal and rest periods;
2. Their applicable hours worked at corresponding each wage rate as a result of not paying them legal overtime wages for all hours worked; and
3. The amounts of their gross and net wages earned as a result of these failures.

For employers' violations of *Labor Code* § 226(a), Plakos intends to seek civil penalties against them as follows on behalf of herself and aggrieved employees in the amount of \$250 per employee per violation if a civil action results in an initial citation or its functional equivalent, and \$1,000 per employee per violation if a civil action results in

a subsequent citation or its functional equivalent (penalties established by *Labor Code* § 226.3).

Failures to Provide Meal and Rest Periods
(*Labor Code* §§226.7, 512 and 1198)

Labor Code §512(a) states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, *Labor Code* §1198 states:

The employment of any employee... under conditions of labor prohibited by the order is unlawful.

In relevant part, Section 11 of Wage Order 4 states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

In relevant part, Section 12 of Wage Order 4 states:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

Labor Code §226.7 states:

- (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

At all relevant times, employers have violated, and/or caused to be violated, the above referenced provisions of the *Labor Code* and the Wage Order by:

1. Failing to maintain practices that ensure that legally mandated meal periods are provided to Plakos and aggrieved employees, and that rest periods are affirmatively authorized and permitted for Plakos and aggrieved employees. Specifically, Plakos and aggrieved employees were required to remain under the Employers' control and work through their rest periods, which they were continuously denied. Plakos and aggrieved employees were required to work through their meal periods which they were consistently denied. On shifts over ten hours, second meal periods were not provided;
2. Employers failed to pay Plakos and aggrieved employees "premium pay," i.e. one hour of wages at each Employee's effective regular rate of pay, for each meal period that the Employers failed to provide. Employers failed to pay Plakos and aggrieved employees "premium pay," i.e. one hour of wages for each day on which requisite rest breaks were not provided.
3. Employing Plakos and aggrieved employees, or causing them to be employed, under conditions that violate the *Labor Code* and the Wage Order; and
4. Underpaying Plakos and aggrieved employees, or causing them to be underpaid, in violation of the *Labor Code* and the Wage Order.

For employers' violations of the above referenced *Labor Code* sections, Plakos intends to seek civil penalties against them on behalf of herself and aggrieved employees as follows:

1. **Against any and all employers, including but not limited to Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford:** For all initial violations of *Labor Code* §512, \$50.00 for each aggrieved employee per pay period for each violation, in addition to an amount sufficient to recover underpaid

wages and, for all subsequent violations, \$100.00 for each aggrieved employee per pay period for each violation, in addition to an amount sufficient to recover underpaid wages (penalty amounts established by *Labor Code* §558);

2. **Against any and all employers, including but not limited to Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford:** For all violations of *Labor Code* §§226.7 and 1198, \$100.00 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* §2699(f)(2));
3. **Against Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford, in addition to any such penalties afforded above:** For violations of *Labor Code* §§226.7 and 1198, a civil penalty of \$500.00 (penalty amount established by *Labor Code* §2699(f)(1)).

Failure to Pay Minimum and Overtime Wages
(Labor Code §§ 510, 1194, 1197 and 1198)

Labor Code §1194(a) states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

In relevant part, Section 4 of Wage Order 4 states:

- (A) Every employer shall pay to each employee wages not less than Twelve dollars (\$12.00) per hour for all hours worked, effective January 1, 2019, and not less than thirteen dollars (\$13.00) per hour for all hours worked, effective January 1, 2020 and not less than fourteen dollars (\$14.00) per hour for all hours worked effective January 1, 2021, and not less than fifteen dollars (\$15.00) per hour for all hours worked, effective January 1, 2022.

- (B) Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.

In relevant part, Section 3 of Wage Order 4 states:

(A) Daily Overtime – General Provisions

- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday, or more than 40 hours in any workweek, unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
 - (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
 - (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In conjunction, these provisions of the *Labor Code* and the Wage Order require employers to pay their non-exempt employees no less than minimum at all relevant times, Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford and employers have violated, and/or caused to be violated, the above-referenced provisions of the *Labor Code* and the Wage Order by:

1. Specifically, Plakos and aggrieved employees worked in excess of eight (8) hours a day, 40 hours in one workweek, and/or on a seventh consecutive workday. Plakos and aggrieved employees regularly worked overtime. However, Plakos and aggrieved employees were not paid overtime wages for hours worked in excess of 8 hours a day, 40 hours in one workweek, and/or on a seventh consecutive day.
2. Causing Plakos and aggrieved employees to be paid less than legal minimum and overtime wage rates for all hours worked.

For employers' violations of the above-referenced *Labor Code* sections, Plakos intends to seek civil penalties against them as follows on behalf of herself and aggrieved employees:

1. **Against any and all employers, including, but not limited to Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford:** For all initial violations of *Labor Code* § 510, \$50.00 for each aggrieved employee per pay period for each violation, in addition to an amount sufficient to recover underpaid wages, and for all subsequent violations, \$100.00 for each aggrieved employee per pay period for each violation, in addition to an amount sufficient to recover underpaid wages (penalty amounts established by *Labor Code* § 558);
2. **Against any and all employers, including, but not limited to Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford:** For each initial violation of *Labor Code* § 1197 deemed to be intentionally committed, \$100.00 for each aggrieved employee per pay period for each violation, and, for all subsequent violations, \$250.00 for each aggrieved employee per pay period for each violation, regardless of whether the initial violation is deemed to be intentionally committed (penalty amounts established by *Labor Code* § 1197.1);

Untimely Wage Payments
(*Labor Code* §§ 201, 202, 203, 204 and 256)

In relevant part, *Labor Code* § 201(a) states:

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

In relevant part, *Labor Code* § 203(a) states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

In relevant part, *Labor Code* § 204 states:

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, or any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13 (a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

(b)(1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

At all relevant times, employers have violated, and/or caused to be violated, the above-referenced provisions of the *Labor Code* and the Wage Order by willfully not timely paying earned wages to Plakos and aggrieved employees as a result of the conduct set forth above. Plakos and the aggrieved employees did not receive all the wages that they earned and were owed to them.

For employers' violations of the above-referenced *Labor Code* sections, Plakos intends to seek civil penalties against them as follows on behalf of herself and aggrieved employees:

1. **Against any and all employers, including, but not limited to, Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford:** For all initial violations of *Labor Code* § 201 and 203, \$100 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* § 2699(f)(2)); and
2. **Against any and all employers, including, but not limited to, Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford:** For violations of *Labor Code* §§ 201 and 203, a civil penalty of \$500.00 (penalty established by *Labor Code* § 2699(f)(1)).

In relevant part, *Labor Code* § 210 states:

- (a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

At all relevant times, employers have violated, and/or caused to be violated, the above-referenced provisions of the *Labor Code* and the Wage Order by willfully not timely paying earned wages to Plakos and aggrieved employees as a result of the conduct set forth above. Plakos and the aggrieved employees did not receive all the wages that they earned and were owed to them.

For employer's violations of the above referenced *Labor Code* sections, Plakos intends to seek civil penalties against them as follows on behalf of herself and aggrieved employees:

1. **Against any and all employers, including, but not limited to, Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford:** For all initial violations of *Labor Code* § 210, \$100 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* § 2699(f)(2)).

Failure to Keep Records in Accordance with Labor Code 1174, 1174.5
(Labor Code §§1174, 1174.5)

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Plakos and aggrieved employees proper wages, overtime, premium pay, etc., all discussed herein, Employers failed to maintain proper employment records pursuant to section 1174.

For employers' violations of the above-referenced *Labor Code* sections, Plakos intends to seek civil penalties against them as follows on behalf of herself and aggrieved employees:

1. **Against any and all employers including but not limited to Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford:** For violations of *Labor Code* §§ 1174 a civil penalty of \$500.00 (penalty amount established by *Labor Code* §1174.5).
2. **Against any and all employers including but not limited to Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford:** For all initial violations of *Labor Code* §§ 1174 \$100.00 for each aggrieved employee per pay period for each violation, and for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amount established by *Labor Code* §2699(f)(2)).
3. **Against Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford, in addition to any such penalties afforded above:** For violations of *Labor Code* §§1174, a civil penalty of \$500.00 (penalty amount established by *Labor Code* §2699(f)(1)).

Employers' Failure to Indemnify
(Labor Code §§2802)

In relevant part, *Labor Code* 2802 (a) states:

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...

In the present case, Plakos and aggrieved Employees incurred necessary expenditures in the performance of their job duties for Employers including, but not limited to, the cost of Covid-19 tests. From four years prior to the original filing of this letter and continuing to the present, Employers consistently failed to reimburse Plakos and aggrieved employees for these necessary incurred business expenses. For employer's violations of the above referenced *Labor Code* sections, Plakos intends to seek civil penalties against them on behalf of herself and aggrieved employees as follows:

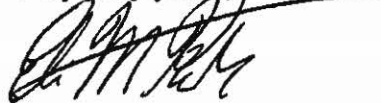
1. **Against any and all employers, including but not limited to Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford:** For all violations of *Labor Code* §2802, \$100.00 for each aggrieved employee per pay period for each violation and, for all subsequent violations, \$200.00 for each aggrieved employee per pay period for each violation (penalty amounts established by *Labor Code* §2699(f)(2));
2. **Against Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford in addition to any such penalties afforded above:** For violations of *Labor Code* §2802, a civil penalty of \$500.00 (penalty amount established by *Labor Code* §2699(f)(1)).

Conclusion

As indicated above, this letter constitutes the notice required under *Labor Code* § 2699.3. Insofar as it is directed toward employers, including, but not limited to Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford, and any other applicable entities or parties, please be advised that Plakos intends to seek attorneys' fees and costs, in addition to civil penalties, in a civil action should the LWDA decline to investigate this matter.

Please do not hesitate to contact me if you have any questions.

Very truly yours,



ELI M. KANTOR

EMK:mc

cc: Ventura Transfer Company, Randall J. Clifford, Greg Clifford, Steven F. Clifford

Exhibit 8

VENTURA TRANSFER COMPANY - PERFORMANCE APPRAISAL FORM		
Managers / Supervisors		
Revised: 03/05/14		
Employee Name: Peggy Plakos	Review period: 7/5/2016 thru 3/31/2017	
Department: Account Services	Position: Dept Manager	
DEFINITIONS		
Exceeds Expectations: Routinely exceeds the performance expectations of the position, demonstrating exceptional skill, initiative and/or creativity.	Meets Expectations: Consistently carries out the responsibilities of the position in a competent and timely manner, meeting the high standards expected at VTC	Below Expectations: Improvement is needed to consistently meet the responsibilities of the position at the standard of performance expected at VTC
Factors to be appraised	Appraisal	Comments (Required if rating is other than "Meets Expectations")
CORE VALUES & COMPETENCIES		
Integrity Works in an ethical manner - adheres to values of integrity and honesty at all times. Takes responsibility for their own actions. Works to build trust with other Team Members, Customers, Suppliers and the public.	☒ Exceeds Expectations ☐ Meets Expectations ☐ Below Expectations	Peggy has done excellent job of coming in and earning the respect of peers and team members. Her integrity and work ethic are excellent.
Safety & Compliance Follows SOPs, wears personal protective equipment, and manages risk. Strives to keep a safe work environment, and looks out for the safety of others.	☐ Exceeds Expectations ☒ Meets Expectations ☐ Below Expectations	Minimal interaction, but always open to training of her staff and supports our organization.
Technical Knowledge & Skill, Quality of Work Has acquired the knowledge and demonstrates the skills necessary to perform high quality work. Strives to be the best. Doesn't repeat mistakes.	☐ Exceeds Expectations ☒ Meets Expectations ☐ Below Expectations	Upon Peggy's arrival, she received virtually NO on the job training and has had to learn her position all on her own. She has done an excellent job in jumping in and learning our systems. She continues to learn and will undoubtedly, become our resident expert.
Productivity Completes "A day's work in a day" consistent with the requirements of the position. Able to multi-task and to prioritize work. Completes tasks on time without follow-up or reminders.	☐ Exceeds Expectations ☒ Meets Expectations ☐ Below Expectations	Again, with NO training, she has made sure her department complies with month end billing and daily postings.
Teamwork Works effectively with others at all levels in a positive manner. Cares about the success of the company and of other Team Members. Offers to assist when needed. Settles conflicts appropriately.	☐ Exceeds Expectations ☒ Meets Expectations ☐ Below Expectations	Works well with her team despite significant nepotism issues. We still have room for improvement and Peggy is fully aware of the work needed to have the best players on the field.
Attendance & Punctuality Is on time, doesn't leave early, and is not excessively absent. (Note: Rating will not consider FMLA approved absences.)	☒ Exceeds Expectations ☐ Meets Expectations ☐ Below Expectations	Outstanding and Reliable!!!!

PLAKOS-VT-000019

MANAGEMENT & SUPERVISION COMPETENCIES		
Leadership and Direction Ensures Team Members understand responsibilities, priorities, and gives clear direction. Leads by example, demonstrating the highest standards of behavior and performance. Follows company procedures.		Leads by example and is helping train her team to become a more professional organization.
	Exceeds Expectations	
	X Meets Expectations	
	Below Expectations	
Employee Relations & Motivating Others Builds enthusiasm to meet goals, praises and criticizes effectively. Recognizes when team members need to be motivated, and confronts performance issues quickly. Creates environment of trust, and open communications.		Works well with her team and motivates them to perform their best.
	Exceeds Expectations	
	X Meets Expectations	
	Below Expectations	
Supports the Organization Inspires dedication to the organization's shared goals and values. Continuously works to improve the whole company (not just own dept.) Able to embrace change as the business changes.		Peggy is fully onboard with supporting VTC. Would like to see her take more initiative in getting the inter-departments to better work together.
	Exceeds Expectations	
	X Meets Expectations	
	Below Expectations	
Team Member Development Finds ways to help team members attain higher levels of performance. Mentors, encourages. Gives feedback consistently, timely, constructively. Not afraid to discipline.		Peggy gives factual, timely feedback to all team members to help them mature and prosper in their perspective roles. Strong advocate for taking true ownership of their accounts.
	Exceeds Expectations	
	X Meets Expectations	
	Below Expectations	
Decision Making & Problem solving Ability to quickly analyze and solve problems using sound judgment. Uses data to evaluate issues, anticipates consequences of decisions, and focuses on results.		Getting better every day!
	Exceeds Expectations	
	X Meets Expectations	
	Below Expectations	
Ability to Deal with Customers Works well with the internal and external customers. Represents the company's values. Is courteous and respectful.		Deals directly with customers with factual information and can handle customers who have escalated their issues.
	Exceeds Expectations	
	X Meets Expectations	
	Below Expectations	
	Exceeds Expectations	
	Meets Expectations	
	Below Expectations	
	Exceeds Expectations	