

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Thomas Long

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IRENE RIOS,

Plaintiff,

vs.

SAMARITANA MEDICAL CLINIC INC.;
PROVIDERS MEDICAL
MANAGEMENT, INC.; EDUARDO G.
SANCHEZ; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: 22ST CV 34375
)
)

) **COMPLAINT FOR DAMAGES FOR:**
)
)

-) 1) **FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) 2) **FAILURE TO PAY MINIMUM**
) **WAGES;**
) 3) **FAILURE TO PAY OVERTIME;**
) 4) **FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) 5) **FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) 6) **FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) 7) **FAILURE TO GIVE REST BREAKS;**
) 8) **FAILURE TO GIVE MEAL BREAKS**
) 9) **FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) 10) **PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) 11) **SEXUAL HARASSMENT IN**
) **VIOLATION OF FAIR**
) **EMPLOYMENT AND HOUSING**
) **ACT ("FEHA");**
) 12) **FAILURE TO PREVENT**
) **HARASSMENT IN VIOLATION OF**
) **FEHA;**
) 13) **NEGLIGENT RETENTION AND**
) **SUPERVISION;**
) 14) **WRONGFUL CONSTRUCTIVE**
) **DISCHARGE IN VIOLATION OF**
) **PUBLIC POLICY;**

1) **15) VIOLATION OF CALIFORNIA**
2) **BUSINESS AND PROFESSIONS**
3) **CODE SECTION 17200.**

4) **DEMAND FOR JURY TRIAL**
5)

6 **COMES NOW** Plaintiff, IRENE RIOS (hereinafter "Plaintiff"), and alleges as follows:

7 **PARTIES, JURISDICTION, VENUE**

8 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
9 County of Los Angeles in this judicial district because Defendants SAMARITANA MEDICAL
10 CLINIC INC.; PROVIDERS MEDICAL MANAGEMENT, INC.; EDUARDO G. SANCHEZ;
11 and DOES 1 to 25, inclusive do business in the County of Los Angeles and because
12 Defendants' obligations and liabilities arise therein, and because the work that was
13 performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover,
14 Plaintiff's damages sought herein exceed \$25,000.

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

16 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
17 SAMARITANA MEDICAL CLINIC INC. is and was a California corporation, doing business
18 in Los Angeles County, and which employed Plaintiff.

19 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
20 PROVIDERS MEDICAL MANAGEMENT, INC. is and was a California corporation, doing
21 business in Los Angeles County, and which employed Plaintiff. Plaintiff alleges that
22 SAMARITANA MEDICAL CLINIC INC. and PROVIDERS MEDICAL MANAGEMENT,
23 INC. are "joint employers" in that they both controlled the wages, hours, and/or working
24 conditions of Plaintiff and other similarly situated aggrieved employees.

25 5. Plaintiff is informed and believes that at all times herein mentioned, Defendant
26 EDUARDO G. SANCHEZ is a male resident of the County of Los Angeles, State of California,
27 and an owner, director, officer, and/or managing agent of Defendants SAMARITANA
28 MEDICAL CLINIC INC. and PROVIDERS MEDICAL MANAGEMENT, INC. EDUARDO

1 G. SANCHEZ is being included in this lawsuit pursuant to California Labor Code Section 558.1
2 for the specific labor code violations alleged herein as he controlled the hours, wages, and
3 working conditions of Plaintiff and others and was directly involved in the day-to-day operations
4 of the Defendants' businesses. Defendants SAMARITANA MEDICAL CLINIC INC.,
5 PROVIDERS MEDICAL MANAGEMENT, INC. and EDUARDO G. SANCHEZ are
6 collectively referred to herein as "SAMARITANA" or "Defendant(s)".

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

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

18 GENERAL ALLEGATIONS

19 8. Plaintiff started to work at SAMARITANA as a medical assistant in 2022. Plaintiff was
20 classified as an hourly, non-exempt employee and was paid \$15 per hour. SAMARITANA has
21 committed the below labor code violations against Plaintiff and other hourly, non-exempt
22 employees.

23 9. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
24 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
25 Security Services USA, Inc., an onsite security provider. After about a year of employment,
26 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
27 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
28 termination of employment and weekly payment of wages to temporary employees. The trial

1 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
2 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
3 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
4 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
5 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
6 PAGA representative to sue for violations that the representative has personally suffered. The
7 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
8 and others. The statute also states that an “aggrieved employee” is “any person who was
9 employed by the alleged violator and against whom one or more of the alleged violations was
10 committed.” Because at least one of the violations that Huff had alleged had affected him
11 personally, the Court of Appeal denied Securitas’ motion. In sum, since PAGA allows
12 Plaintiffs to bring suit on behalf of both themselves and other employees, it allows for suits
13 broader than the specific violations the named employee experienced. Therefore, even if the
14 employee did not personally experience the Labor Code violations, the employer may still be
15 liable to under PAGA. Consequently, it is Plaintiff’s position that Plaintiff can equivocally
16 bring the following labor code violations on behalf of all other employees, including hourly,
17 non-exempt employees and even salaried employees.

18 10. It is Plaintiff’s position that SAMARITANA has committed the following labor code
19 violations against Plaintiff and other hourly, non-exempt employees who worked for
20 SAMARITANA at any of their California locations during the relevant PAGA period:

21 11. SAMARITANA did not provide Plaintiff and other similarly situated aggrieved
22 employees, including hourly, non-exempt employees with the minimum wages to which they
23 were entitled for all work performed and did not compensate her and others for all hours
24 worked pursuant to California Labor Code sections 1194, 1197 and 1197.1. Plaintiff and others
25 were not paid for all hours worked and consistently worked “off the clock” in that the company
26 had a policy and practice of rounding down work hours to the detriment of employees, which is
27 akin to a minimum wage violation. Moreover, to the extent hourly employees worked through
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1 their meal periods or their meal periods were interrupted, they were not compensated for that
2 time, which would be akin to a minimum wage violation. Moreover, there were numerous
3 employees who were requested by management and the company to “clock out” but continue
4 working in contravention of California’s minimum wage laws.

5 12. Due to the above “off the clock” work, SAMARITANA also violated Labor Code §510
6 because it failed to pay Plaintiff and others the correct and accurate overtime compensation, even
7 though they worked more than 8 hours per day (1.5 times the regular rate of pay), 12 hours per
8 day (2 times the regular rate of pay) and/or 40 hours per week (1.5 times the regular rate of pay)
9 throughout their employment. Moreover, SAMARITANA did not factor in any bonuses or
10 incentive payments in deciphering Plaintiff and others’ regular rate of pay for purposes of
11 figuring out the correct overtime rate of pay.

12 13. SAMARITANA violated Labor Code § 226.7 along with Industrial Welfare Commission
13 Wage Order no. 4 because it failed to provide Plaintiff and other similarly situated aggrieved
14 employees, including hourly, non-exempt employees, 10-minute rest periods for every four
15 hours of work, or majority portion thereof, throughout their employment. SAMARITANA did
16 not completely relieve Plaintiff of all duty during said rest periods. SAMARITANA did not pay
17 to Plaintiff one additional hour of pay at Plaintiff’s regular rate of compensation for each
18 workday that one or more statutory rest periods was not provided. Rest breaks were not
19 authorized or enforced at the company. In fact, it was not part of SAMARITANA’s culture for
20 employees such as Plaintiff and others to consistently take even one 10-minute rest break every
21 day wherein they are relieved of all work duties. In fact, Plaintiff did not receive a single rest
22 break during her employment tenure since rest breaks simply were not part of the company
23 policy.

24 14. SAMARITANA also violated Labor Code §§ 512 and 226.7 along with Industrial
25 Welfare Commission Wage Order No. 4 because it failed to provide Plaintiff and other similarly
26 situated aggrieved employees, including hourly, non-exempt employees, the requisite 30-minute,
27 uninterrupted meal periods for every five (5) hours of work throughout their employment, and
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1 Plaintiff did not validly waive said meal periods. SAMARITANA did not completely relieve
2 Plaintiff of all duties during said meal periods. SAMARITANA did not pay to Plaintiff one
3 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
4 more statutory meal periods was not provided. If SAMARITANA had Plaintiff and others sign
5 a meal period waiver, it would not be valid and enforceable since Plaintiff and others generally
6 worked more than a 6-hour shift. If SAMARITANA had Plaintiff and others sign an on-duty
7 meal period agreement wherein Plaintiff agreed to work through her meal period, it would also
8 be invalid and unenforceable because the nature of Plaintiff's job does not prevent her from
9 taking a meal period. As such, Plaintiff and others did not consistently receive statutory, timely
10 meal periods during their employment. In other words, there wasn't always an uninterrupted and
11 timely 30-minute meal period for any employees, including Plaintiff, that was taken before the
12 5th hour worked. In addition, if Plaintiff and others worked a 10-hour shift or longer, a second
13 meal period was not provided and authorized. As was the case with rest periods, consistent meal
14 breaks were definitively not part of the SAMARITANA's culture. The meal periods were not
15 always authorized and were not enforced. Furthermore, even if SAMARITANA did in fact
16 provide meal or rest period penalties to Plaintiff and others for late, short, interrupted, or no meal
17 or rest periods, that does not absolve SAMARITANA of PAGA penalties. *In Kirby v. Immoos*
18 *Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, the Court stated that "section 226.7 does not
19 give employers a lawful choice between providing *either* meal and rest breaks *or* an additional
20 hour of pay" (emphasis in original). Thus, the extra hour of pay does not excuse the violation;
21 the employer has still committed a violation even if the remedy for the violation has been
22 paid. *See also Wert v. U.S. Bancorp* (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4).

23 15. Furthermore, during the relevant time period, and due to the above-cited labor code
24 violations, SAMARITANA failed to pay Plaintiff and other similarly situated aggrieved
25 employees all wages due to them within any time period specified by California Labor Code
26 section 204, including the minimum wages and overtime as described above as well as meal/rest
27 break premiums. SAMARITANA was also in violation of California Labor Code section 226(a)
28 by not providing access to paystubs and failing to include pertinent information on the wage

1 statements, including but not limited to, all hours worked, gross wages earned, net wages earned,
2 all deductions, premium payments for meal and rest breaks, overtime compensation, the correct
3 legal name and address of employing, the correct beginning and end of the pay period, all
4 applicable hourly rates, and all identifying employee information, among other items. As such,
5 SAMARITANA did not provide Plaintiff and other similarly situated aggrieved employees with
6 complete, accurate itemized wage statements.

7 16. SAMARITANA violated Labor Code § 203 because it willfully failed to pay Plaintiff
8 and other aggrieved employees earned and due wages upon separation of employment, either
9 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
10 unpaid wages include compensation for all hours worked including minimum wages, overtime,
11 and premiums for the missed meal and rest breaks. During the relevant time period,
12 SAMARITANA also failed to keep accurate and complete payroll records showing the actual
13 hours worked per day (including the time for meal periods) and the wages paid to Plaintiff and
14 other aggrieved employees pursuant to California Labor Code sections 1174(d). Additionally,
15 during the relevant time period, Plaintiff and others incurred necessary, business-related
16 expenses and costs that were not reimbursed by SAMARITANA. These costs include, but are
17 not limited to, use of personal cell phones for work purposes. Accordingly, SAMARITANA was
18 in violation of California Labor Code sections 2800 and 2802. In addition, SAMARITANA
19 failed to provide a suitable rest break area for employees such as Plaintiff and others in
20 contravention of Industrial Welfare Commission Wage Order no. 4-2001.

21 17. In addition, Plaintiff would have individual claims against SAMARITANA for sexual
22 harassment and failure to prevent sexual harassment in violation of the Fair Employment and
23 Housing Act (FEHA). This is so because Plaintiff experienced consistent sexual harassment by
24 one of the employees, "Celso" (who had cleaning duties), at SAMARITANA that made Plaintiff
25 work environment intolerable. When Plaintiff would run into "Celso" at the workplace,
26 this individual would put his hands down his pants, grab his penis, and look at Plaintiff while
27 smiling. There was also an occasion wherein "Celso" tried to follow Plaintiff to the
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1 bathroom and yet another occasion where this employee touched Plaintiff thigh.
2 Plaintiff reported it to management multiple times, but absolutely nothing was done. It is
3 important to note that “Celso” is family members with the owner of the clinic. These
4 aforementioned incidents occurred in March 2022 (March 1, 2022 and March 9, 2022). Plaintiff
5 did fill out a written statement and tried contacting Human Resources about the situation, but
6 Human Resources advised Plaintiff that she had to go through the manager about the situation,
7 which Plaintiff had already been trying to do but with no luck. Other co-workers, including Lydia
8 and Angie said that “Celso” was very touchy with others as well. Moreover, “Celso” also
9 would go behind the female employees and hug them. One co-worker described how “Celso”
10 would hug her and she would be able to feel him on her thighs. The bottom line is that
11 SAMARITANA unequivocally was aware of this individual’s sexually harassing propensities
12 (as it had been reported to the manager, “Carlos”, on several different occasions by different
13 employees), was on notice of his inappropriate and illegal behavior, and decided to do nothing
14 to protect Plaintiff and others. SAMARITANA condoned and ratified a hostile work
15 environment in violation of FEHA. Due to the hostile work environment and SAMARITANA’s
16 failure to prevent harassment, Plaintiff’s working environment became intolerable, and she was
17 forced to quit her employment in March 2022.

18 **FIRST CAUSE OF ACTION**

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

20 **(California Industrial Welfare Commission Order 4-2001, California Code of**
21 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

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

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

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

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

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

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

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

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

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

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

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

21 25. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
22 1 through 24, inclusive, of this Complaint as though fully set forth herein.

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

28 27. Pursuant to IWC Wage Order No. 4-2001, subdivision 2(K), at all relevant times,
"hours worked" included "the time during which an employee is subject to the control of an

1 employer, and includes all the time the employee is suffered or permitted to work, whether or
2 not required to do so...”

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

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

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

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

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME**

22 **(California Industrial Welfare Commission Order 4-2001, California Code of
23 Regulations Title 8 Section 11040)**

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

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

27 33. Pursuant to Industrial Welfare Commission 4-2001, California Code of Regulations,
28 Title 8, Section 11040 for the period of Plaintiff’s employment, Defendants were required to
compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the

1 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
2 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
3 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

4 34. Plaintiff was a non-exempt employee entitled to the protections of the California
5 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations,
6 Title 8, Section 11040.

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

9 36. Plaintiff was entitled to the above overtime premiums.

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

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

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

17 40. Defendants know or should know the actual dates of overtime worked, the amount of
18 overtime worked, and the amount of unpaid overtime due.

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

22 42. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
23 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
24 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
25 reasonable attorney's fees and costs of suit.

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

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1 **FOURTH CAUSE OF ACTION**

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

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

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

5 44. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 43, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

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1 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

22 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

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

21 **SEVENTH CAUSE OF ACTION**

22 **FAILURE TO GIVE REST BREAKS**

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

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

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

- 27 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provides
28 that every employer shall authorize and permit all employees to take rest periods,
which insofar as practicable shall be in the middle of each work period. The

1 authorized rest period time shall be based on the total hours worked daily at the rate
2 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

3 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which provides
4 that if an employer fails to provide an employee a rest period in accordance with the
5 applicable provisions of this order, the employer shall pay the employee one (1) hour
6 of pay at employee's regular rate of compensation for each workday that the rest
7 period is not provided;

8 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes
9 the employer \$50.00 for each initial violation, per employee, of any provision of the
10 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

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

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

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

23 68. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
24 fees as well as interest under Labor Code section 218.6.

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

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO GIVE MEAL BREAKS**

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

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

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

- 8 a. California Labor Code section 512(a), which requires that employees be given a 30-
9 minute uninterrupted meal break after five (5) hours of work, and a second
10 uninterrupted meal break after ten (10) hours of work;
- 11 b. California Labor Code section 226.7, which states that (a) no employer shall require
12 any employee to work during any meal period mandated by an applicable order of
13 the Industrial Welfare Commission, and (b) if any employer fails to provide an
14 employee a meal period in accordance with an applicable order of the Industrial
15 Welfare Commission, the employer shall pay the employee one (1) additional hour
16 of pay at the employee's regular rate of compensation for each workday that the meal
17 period is not provided;
- 18 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
19 under Title 8 of the California Code of Regulations Section 11040, which states that
20 if an employer fails to provide an employee a meal period in accordance with the
21 applicable provisions of the Wage Order, the employer shall pay the employee one
22 (1) hour of pay at the employee's regular rate of compensation for each workday that
23 the meal period is not provided;
- 24 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
25 codified under Title 8 of the California Code of Regulations Section 11040, which
26 requires an employer to maintain records documenting its employees' meal periods;
- 27 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
28 codified under California Code of Regulations Section 11040, which penalizes the
employer \$50.00 for each initial violation, per employee, of any provision of the

1 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
2 f. California Labor Code section 1171 and 1173, which have given the California Labor
3 Commission jurisdiction to enact Wage Orders (such as Wage Order No. 4) as
4 enforceable law.

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

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

21 74. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
22 fees as well as interest under Labor Code section 218.6.

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

26 **NINTH CAUSE OF ACTION**

27 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

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

1 paragraphs 1 through 75, inclusive, of this Complaint as thought fully set forth herein.

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

5 78. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
6 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
7 of completing her job duties, which were not reimbursed by Defendant. These expenses
8 include, but are not limited to, use of personal phones for business-related purposes.

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

11 **TENTH CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT**

13 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
14 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198,**
2802, and the applicable Industrial Welfare Commission Wage Order Nos. 4-2001

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

16 80. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

6 85. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
7 violator and had one or more of the alleged violations committed against her, and therefore is
8 properly suited to represent the interests of other current and former hourly, non-exempt
9 employees who worked for VCRH in the State of California at any and all locations during the
10 PAGA period.

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

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

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

20 89. California Labor Code section 558 establishes a civil penalty as follows: Any
21 employer or other person action on behalf of an employer who violates, or causes to be
22 violated, a section of this chapter or any provision regulating hours and days of work in any
23 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
24 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
25 dollars (\$50) for each underpaid employee for each pay period for which the employee was
26 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
27 employee for each pay period for which the employee was underpaid ...;
28

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

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

7 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
8 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802 via 2698 and
9 2699 any other Labor Codes and Wage Orders (including no. 4) violated on the facts
10 alleged in this Complaint.

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

15 **ELEVENTH CAUSE OF ACTION**

16 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

17 **(Plaintiff against SAMARITANA MEDICAL CLINIC INC., PROVIDERS MEDICAL**
18 **MANAGEMENT, INC. and all DOE Defendants)**

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

21 94. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was in
22 full force and effect and was binding on Defendants. Specifically, Government Code section
23 12940(j) prohibits an employer from sexually harassing an employee on the basis of her sex.

24 95. Plaintiff's harasser, "Celso", a male employee who had cleaning and janitorial duties,
25 and who was related to Defendants' owner, was an employee of SAMARITANA and committed
26 the sexual harassment, as described above, while in the course and scope of his employment with
27 SAMARITANA as described herein, and created a hostile sexual environment which materially
28 altered Plaintiff's working conditions, and which constitutes sexual harassment in violation of
California Government Code section 12940(j)(1).

1 96. In engaging in the aforementioned conduct, Defendants and DOES 1 to 25, inclusive,
2 and each of them, aided, abetted, incited, compelled, and/or coerced unlawful employment
3 practices in violation of the announced policy of this State against such practices. Furthermore,
4 they failed to take immediate and appropriate corrective action to prevent this harassment.

5 97. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and will
6 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary
7 loss according to proof. Plaintiff has also suffered and will continue to suffer physical and
8 emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment,
9 fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be
10 ascertained at trial.

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

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

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

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TWELFTH CAUSE OF ACTION
FAILURE TO PREVENT HARASSMENT
IN VIOLATION OF FEHA

**(Plaintiff against SAMARITANA MEDICAL CLINIC INC., PROVIDERS MEDICAL
MANAGEMENT, INC. and all DOE Defendants)**

101. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 100, inclusive, of this Complaint as though fully set forth herein.

102. At all times herein mentioned, FEHA, California Government Code section 12940(k), was in full force and effect and was binding on Defendants. This statute states that it is an unlawful employment practice in California for an employer to “fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.”

103. As alleged above, Plaintiff was subjected to harassment.

104. Defendants failed to take all reasonable steps necessary to prevent harassment. In addition, SAMARITANA failed to remedy such harassment when it realized and was informed that it was occurring. SAMARITANA further failed to train, supervise, and monitor its employees and agents.

105. The failure of Defendants to prevent harassment created and encouraged an environment where such harassment was condoned, encouraged, tolerated, sanctioned, and/or ratified.

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

107. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers’ right to work in an environment free of harassment, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

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

4 **THIRTEENTH CAUSE OF ACTION**

5 **NEGLIGENT RETENTION AND SUPERVISION**

6 **(Plaintiff against SAMARITANA MEDICAL CLINIC INC., PROVIDERS MEDICAL**
7 **MANAGEMENT, INC. and all DOE Defendants)**

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

10 110. Upon information and belief, SAMARTIANA, by and through its agents and
11 employees, knew or reasonably should have known through reasonable investigation, of
12 "Celso's" propensity for sexually harassing behavior.

13 111. Defendants had a duty not to hire or retain Celso, provide proper training to Celso
14 and provide reasonable supervision of Celso.

15 112. Defendants negligently hired, retained and/or failed to adequately train and
16 supervise Celso, wherein Celso was able to commit the wrongful acts complained of herein
17 against Plaintiff. Defendants failed to provide reasonable supervision of Celso despite knowing
18 of his propensities for sexually harassing behavior.

19 113. As a result of the above-described conduct, Plaintiff has suffered and continues
20 to suffer a great amount of stress, anxiety, humiliation, embarrassment, loss of sleep, loss of
21 confidence, loss of self-esteem, and general discomfort.

22 114. Defendants engaged in these acts alleged herein and/or condoned, permitted,
23 authorized, and/or ratified the conduct of their employees and agents and are vicariously liable
24 for the wrongful conduct of their employees and agents for this cause of action.

25 **FOURTEENTH CAUSE OF ACTION**

26 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

27 **(Plaintiff against SAMARITANA MEDICAL CLINIC INC., PROVIDERS MEDICAL**
28 **MANAGEMENT, INC. and all DOE Defendants)**

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

1 paragraphs 1 through 114 inclusive, of this Complaint as though fully set forth herein.

2 116. At all times during his employment with SAMARITANA, Plaintiff performed
3 her duties with the utmost diligence and competence.

4 117. Defendants intentionally created an illegal and hostile work environment and
5 atmosphere through the sexually harassing conduct of Celso as described above. This situation
6 became intolerable for Plaintiff and Plaintiff had no alternative but to quit her job.

7 118. The employment of Plaintiff was constructively wrongfully terminated in or
8 around March 2022 in violation of the fundamental public policy of the State of
9 California with respect to harassing an employee on account of her sex. Moreover, Plaintiff
10 was forced to hire an attorney to assist her to end these illegal activities. Said conduct violated
11 statutory and constitutional expressions of public policy including, but not limited to,
12 California Government Code sections 12940 et seq., and the California Constitution, Article 1
13 section 8.

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

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

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

5 **FIFTEENTH CAUSE OF ACTION**

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

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

8 **(Plaintiff against SAMARITANA MEDICAL CLINIC INC., PROVIDERS MEDICAL**
9 **MANAGEMENT, INC. and all DOE defendants)**

10 122. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 121, inclusive, of this Complaint as though fully set forth herein.

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

15 124. Defendants' violations of California labor laws and the Labor Code as well as
16 FEHA, as alleged above constitutes a business practice because it was done repeatedly over a
17 significant period of time in a systematic manner that was detrimental to Plaintiff and other
18 hourly, non-exempt employees.

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

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

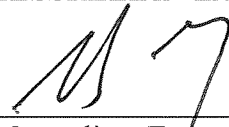
- 25 1. For compensatory damages including lost past and future wages, regular wages,
26 overtime, and all other sums of money, including employment benefits, together with
27 interest on said amounts, and any other economic injury to Plaintiff, according to proof;
28 2. For general damages according to proof;

- 1 3. For special and consequential damages to the extent allowed by law;
- 2 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
- 3 at trial;
- 4 5. For an award of punitive damages against Defendant CALAVO according to proof;
- 5 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
- 6 subject to proof at trial;
- 7 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
- 8 proof at trial;
- 9 8. For restitution and disgorgement for all unfair business practices by Defendant CALAVO
- 10 against Plaintiff in an amount subject to proof at trial;
- 11 9. For an order enjoining Defendant CALAVO from further unfair and unlawful business
- 12 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 13 10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 14 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 15 11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
- 16 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 17 12. For maximum civil penalties available under the Labor Code and applicable Wage
- 18 Order against Defendants as described more particularly in the Complaint and
- 19 representative PAGA claim;
- 20 13. For all remedies available to Plaintiff under the applicable Wage Order and the
- 21 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 22 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 23 to the extent permitted by law via PAGA;
- 24 14. For the imposition of civil penalties and/or statutory penalties;
- 25 15. For all interest as allowed by law;
- 26 16. For all costs and disbursements incurred in this suit;
- 27 17. Reasonable attorney's fees where available by law, including but not limited to,
- 28 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
- Labor Code section 1102.5, the Labor Code, FEHA; and/or other applicable laws; and

1 18. For such other and further relief as this Court may deem proper.
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4 DATED: October 26, 2022

MESSRELIAN LAW INC.

5 By 
6 Harout Messrelian, Esq.
7 Attorneys for Plaintiff Irene Rios

8 **DEMAND FOR JURY TRIAL**

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

10 DATED: October 26, 2022

MESSRELIAN LAW INC.

11 By 
12 Harout Messrelian, Esq.
13 Attorneys for Plaintiff Irene Rios
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