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ANGELICA MORENO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

ANGELICA MORENO, an individual,

Plaintiff,

vs.

NAVIN HARILAL DOSHI LLC, a
California limited liability company;
NAVIN HARILAL DOSHI, an individual;
PRATIMA DOSHI, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV01089

COMPLAINT FOR:

- 1. DISCRIMINATION BASED UPON
AGE IN VIOLATION OF GOVT.
CODE §12940 (a);**
- 2. HOSTILE WORK ENVIRONMENT
IN VIOLATION OF GOVT. CODE
§12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF
GOVT. CODE §12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION FROM
OCCURRING IN VIOLATION OF
GOVT. CODE §12940(k);**
- 5. HARASSMENT BASED ON AGE IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 6. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
IN VIOLATION OF GOVT. CODE
§12940 *et seq.*;**
- 7. WILLFUL MISCLASSIFICATION
AS EXEMPT (WAGE ORDER NOS.
5, 15);**
- 8. FAILURE TO PAY PREMIUM
OVERTIME/DOUBLE TIME
WAGES DUE (Cal. *Labor Code* §§
510, 511, 558, 1194, 1198; WAGE
ORDER NOS. 5, 15);**
- 9. FAILURE TO PAY MINIMUM
WAGES DUE (Cal. *Labor Code* §§**

1194, 1194.2, 1197, 1197.1 1198;
WAGE ORDER NOS. 5, 15;
10. FAILURE TO PROVIDE MEAL
PERIODS (Cal. *Labor Code* §226.7;
WAGE ORDER NOS. 5, 15);
11. FAILURE TO PAY FOR REST
PERIODS NOT PROVIDED (Cal.
Labor Code § 226.7; WAGE ORDER
NOS. 5, 15;
12. FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS (Cal. Labor Code
§226);
13. FAILURE TO PAY ALL WAGES
DUE ON TERMINATION (Cal.
Labor Code §203);
14. FAILURE TO REIMBURSE
BUSINESS EXPENSES Cal. *Labor*
Code §2802);
15. FAILURE TO PROVIDE A
UNIFORM MAINTENANCE
ALLOWANCE (Cal. *Labor Code*
§2802);
16. FAILURE TO ALLOW
INSPECTION OF EMPLOYMENT
RECORDS (Cal. *Labor Code*
§1198.5); AND
17. UNFAIR COMPETITION (Cal. Bus.
& Prof. Code §§17200 et seq.).

DEMAND FOR A JURY TRIAL

Angelica Moreno (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes, *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* violations as against the persons identified herein, occurred in Los Angeles County and because Defendant Navin Harilal Doshi LLC owned and operated their business in Los Angeles County.

1 **II. PARTIES**

2 3. At all times relevant hereto, Plaintiff Angelica Moreno (hereinafter “Plaintiff”)
3 was an individual over age 18 and a resident of Los Angeles, California.

4 4. Plaintiff is informed and believes and thereon alleges that at all times material
5 hereto, Defendant Navin Harilal Doshi LLC (“NHD”), has been, and is a California limited
6 liability company, with a principal place of business at 6418 Springpark Avenue, Los Angeles,
7 CA 90056. At all times material hereto, NHD has been, and is, a property management
8 company.

9 5. Plaintiff is informed and believes and thereon alleges that Defendant Navin
10 Harilal Doshi (“Navin”) is an individual, who at all times relevant herein, was a resident of Los
11 Angeles County. Navin is the owner/manager of NHD.

12 6. Plaintiff is informed and believes and thereon alleges that Defendant Pratima
13 Doshi (“Pratima”) (collectively with NHD and Navin) is an individual, who at all times
14 relevant herein, was a resident of Los Angeles County. Pratima is the former supervisor of
15 Plaintiff at NHD and the wife of Navin.

16 7. Plaintiff was employed by NHD, as a Housekeeper. Plaintiff is informed and
17 believes and thereon alleges that at all times material hereto NHD has been authorized to do
18 business and has been doing business in the State of California.

19 8. Plaintiff is informed and believes and thereon alleges, that at all times relevant
20 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or
21 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
22 herein alleged, were acting within the course and scope of such agency or employment, and
23 with the approval and ratification of each of the other Defendants.

24 9. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
25 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
26 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
27 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
28

1 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
2 individual person who owned, controlled, or managed the business for which Plaintiff worked
3 and/or who directly or indirectly exercised operational control over the wages, hours, and
4 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director
5 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
6 Defendants, which included decision-making responsibility for, and establishment of, age
7 discrimination and harassment practices and policies, and wage and hour violations, for
8 Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the
9 remaining Defendants, are “employers” as a matter of law and are liable on the causes of action
10 alleged herein.

11 10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
12 through 100 are, and at all times relevant hereto were, persons, corporations or other business
13 entities organized and existing under and by virtue of the laws of the State of California, and
14 are/were qualified to transact and conduct business in the State of California, and did transact
15 and conduct business in the State of California, and are thus subject to the jurisdiction of the
16 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
17 employ persons, conduct business and engage in age discrimination and wage and hour
18 violations, in the County of Los Angeles.

19 11. Plaintiff is further informed and believes, and thereon alleges, that each of the
20 fictitiously named Defendants aided and assisted the named Defendants in committing the
21 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
22 Defendant.

23 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
24 **ACTION**

25 **Employment Information**

26 12. Plaintiff was an employee of NHD since in or about January 1998. Plaintiff
27 worked as a housekeeper at NHD. She worked at NHD’s offices which is also the residence of
28 Navin and Pratima. Plaintiff cleaned, cooked, shopped, washed cars and gave massages.

1 Plaintiff worked 8 or more hours per day. She was employed at NHD until December 2, 2024,
2 when Plaintiff was wrongfully terminated.

3 **Discrimination, Harassment and Wrongful Termination**

4 13. Plaintiff was denied a work environment free of age discrimination and
5 harassment and was targeted for wrongful termination on or about December 2, 2024.

6 14. Plaintiff is 62 years old.

7 15. In or about 2020, Plaintiff was experiencing health issues due to stress and
8 anxiety at work. Plaintiff was unable to sleep. As such, this condition constitutes a physical
9 disability, as that term is defined in *Government Code* § 12926(l)(1)(A), (B).

10 16. Plaintiff requested that Navin and Pratima provide her with light duty, but they
11 failed to do so.

12 17. Instead, Pratima told Plaintiff she was old, going blind, sick and falling apart.

13 18. In or about November 2024, Plaintiff requested 2 weeks off from work so that
14 she could travel to El Salvador and obtain medicine for her condition.

15 19. Pratima agreed to allow Plaintiff to have the time off.

16 20. Plaintiff was scheduled to return to work on December 3, 2024. However, on or
17 about December 2, 2024, Pratima called Plaintiff and told her that she was no longer needed
18 and that she had hired someone younger. Pratima told Plaintiff that was being let go because
19 she was too old to do her job.

20 21. As a result of the harassment and discrimination, Plaintiff suffered emotional
21 distress and aggravation of her injury.

22 22. NHD's wrongful termination of Plaintiff was wrongfully motivated by
23 discrimination against her due to her age.

24 23. At all times material hereto, NHD regularly employed five or more persons and
25 therefore are employers, as that term is defined in *Government Code* § 12926(d).

26 24. On January 15, 2025, Plaintiff filed an administrative complaint with the
27 Department of Fair Employment and Housing ("DFEH") alleging discrimination and
28

1 harassment by NHD, Navin and Pratima. On January 15, 2025, the DFEH issued to Plaintiff a
2 Right to Sue Notice as to NHD, Navin and Pratima.

3 **Wage and Hour Violations**

4 25. Plaintiff was paid \$100 per day no matter how many hours she worked. She was
5 paid biweekly. Plaintiff was alternately paid in cash and then at the end of the following two
6 period by check. Plaintiff worked 8 or more hours per day, 4 days per week. Plaintiff did not
7 clock in/out.

8 26. The employment by NHD of Plaintiff is governed by Industrial Welfare
9 Commission Wage Order No. 5, which covers those persons employed in the public
10 housekeeping industry and/or No. 15 which covers those persons employed in household
11 occupations.

12 27. This action is based on Defendant NHD's willful misclassification of Plaintiff as
13 exempt, giving rise to numerous violations of California labor law.

14 28. Under California law, non-exempt employees as defined by IWC Wage Order
15 Nos. 5, 15, are entitled to overtime wages for work in excess of 8 hours per day.

16 29. Under California law, non-exempt employees as defined by IWC Wage Order
17 Nos. 5, 15, are entitled to double time wages for work in excess of 12 hours per day or for work
18 in excess of 8 hours on the seventh consecutive day.

19 30. Under California law, non-exempt employees as defined by Wage Order Nos. 5,
20 15, are entitled to minimum wages.

21 31. At times Plaintiff was not afforded meal breaks, her meal breaks were afforded
22 late, shortened and/or interrupted.

23 32. Plaintiff was never afforded rest breaks.

24 33. Defendants routinely failed to provide Plaintiff with itemized wage statements
25 that properly and accurately itemized the number of hours she worked at the effective regular
26 rates of pay.

27 34. Defendants failed to pay Plaintiff all wages due on termination.

28 35. Defendants failed to reimburse Plaintiff's necessary business expenses.

1 36. Defendants failed to reimburse Plaintiff for her uniform expenses.

2 37. Defendants failed to provide Plaintiff with her requested employment records.

3 38. Pursuant to the California Labor Code, Plaintiff intends to file a notice with
4 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants
5 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to
6 amend this Complaint once she completes and complies with the provisions under the law.
7

8 **FIRST CAUSE OF ACTION**

9 **(Discrimination Based on Age in Violation of Government Code §§12940(a) - By Plaintiff**
10 **Against Defendant NHD and Does 1 through 100)**

11 39. Plaintiff realleges and incorporates by reference all of the allegations set forth in
12 this Complaint.

13 40. Under the California Fair Employment and Housing Act ("FEHA"),
14 Government Code § 12940(a), an employer cannot discriminate against an employee, because
15 of her age.

16 41. At all times herein mentioned, Plaintiff was a member of a protected class due to
17 his age, in that she was over the age of 40 years and had reached a certain level of experience in
18 her profession or occupation.

19 42. Plaintiff was fully qualified and competent to perform her respective duties.

20 43. NHD's decision to discharge Plaintiff was motivated by Plaintiff's age because,
21 among other things, NHD and Pratima told Plaintiff that she was being terminated because she
22 was too old to perform in her position and that Pratima hired someone younger.

23 44. By discharging Plaintiff because of her age, NHD violated Government Code §
24 12940(a).

25 45. As a direct and proximate result of the NHD's conduct, individually and
26 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
27 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost and
28 will continue to lose employment benefits.

1 46. As a direct and proximate result of the NHD's actions, Plaintiff has suffered
2 severe and serious injury to her person, all to her damage in at least \$99,532.80, according to
3 proof.

4 47. NHD's conduct in discriminating against Plaintiff because of her age subjected
5 her to cruel and unjust hardship in conscious disregard of her rights, as it was anticipated by
6 NHD that Plaintiff would be unable to find comparable employment in the foreseeable future.
7 Plaintiff is informed and believes, and thereon alleges, that her wrongful termination by NHD
8 was done with the intent to cause her injury. As a consequence of the aforesaid oppressive,
9 malicious and despicable conduct, Plaintiff is entitled to an award of punitive damages in a
10 sum to be shown according to proof.

11 48. Pursuant to California Government Code §12965(b), Plaintiff requests an award
12 of attorneys' fees in this action.

13 **SECOND CAUSE OF ACTION**

14 **(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against**
15 **Defendant NHD and Does 1 through 100)**

16 49. Plaintiff realleges and incorporates by reference all of the allegations set forth in
17 this Complaint.
18

19 50. The offensive conduct to which Plaintiff was subjected constitutes a hostile
20 work environment in violation to FEHA, California Government Code §12940 et seq. During
21 his employment, NHD violated FEHA, California Government Code §12940 (j), by
22 discriminating against Plaintiff due to her age.

23 51. NHD's harassment was hostile, abusive, continuous and pervasive to create a
24 hostile work environment for Plaintiff.

25 52. NHD's harassment was unwelcome, humiliating, offensive and adversely
26 affected the terms of Plaintiff's employment.

27 //

28 //

53. Plaintiff was subjectively offended by NHD's conduct and any reasonable person in Plaintiff's position would perceive NHD's conduct as being offensive, hostile and abusive.

54. As a direct result of NHD's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity, in at least the amount of \$1,000,000, subject to proof at trial.

55. Plaintiff is hereby entitled to general and compensatory damages in at least the amount of \$99,532.80, subject to proof at trial.

56. NHD did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

57. All actions of NHD were known, ratified and approved by the officers or managing agents of NHD. Therefore, Plaintiff is entitled to punitive or exemplary damages against NHD in an amount to be determined at the time of trial.

58. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

THIRD CAUSE OF ACTION

(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against Defendant NHD and Does 1 through 100)

59. Plaintiff realleges and incorporates by reference all of the allegations set forth above in the Complaint.

60. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h), which provides that it is unlawful to retaliate against a person "because the person has opposed any practices forbidden under [Government Code sections 12900 through 12966] or because the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

61. As a result of her age, Plaintiff was denied the right to work in an environment free of discrimination and harassment and was wrongfully terminated by NHD.

62. NHD's retaliatory conduct toward Plaintiff caused her emotional injury, including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. NHD's retaliatory conduct was a substantial factor and the proximate cause of Plaintiff's damages.

63. Plaintiff's age was the reason NHD retaliated against her.

64. Plaintiff has suffered monetary damages, lost wages and privileges of employment illegally caused by NHD's discriminatory conduct in the amount of at least \$99,532.80, according to proof.

65. NHD did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

66. All actions of NHD were known, ratified and approved by the officers or managing agents of NHD. Therefore, Plaintiff is entitled to punitive or exemplary damages against the NHD in an amount to be determined at the time of trial.

67. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

FOURTH CAUSE OF ACTION

**(Failure to Prevent Discrimination from Occurring in Violation of Government Code
§12940(k) - By Plaintiff Against Defendant NHD and Does 1 through 100)**

68. Plaintiff realleges and incorporates by reference all of the allegations set forth above in the Complaint.

69. NHD's conduct in subjecting Plaintiff to discriminatory conduct due to Plaintiff's age constituted breach of their duty under FEHA, including the duty to take immediate and appropriate corrective action and to take all reasonable steps to prevent discrimination and retaliation from occurring pursuant to California Government Code Section 12940(k).

1 70. NHD failed to take measures to prevent discrimination and retaliation.

2 71. As a direct result of NHD's failure to take all reasonable steps necessary to
3 prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering,
4 extreme and severe mental anguish and emotional distress, loss of earnings and earning
5 capacity, in the amount of at least \$1,000,000, according to proof at trial.

6 72. Plaintiff is hereby entitled to general and compensatory damages in the amount
7 of at least \$99,532.80, according to proof at trial.

8 73. NHD did the things hereinabove alleged, intentionally, oppressively, and
9 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
10 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
11 community.

12 74. All actions of NHD were known, ratified and approved by the officers or
13 managing agents of NHD. Therefore, Plaintiff is entitled to punitive or exemplary damages
14 against the NHD in an amount to be determined at the time of trial.

15 75. Pursuant to California Government Code §12965(b), Plaintiff requests an award
16 of attorneys' fees in this action.

17 **FIFTH CAUSE OF ACTION**

18 **(Harassment Due to Age in Violation of Govt. Code §12940(a)– By Plaintiff against all**
19 **Defendants and Does 1 through 100)**

20 76. Plaintiff realleges and incorporates by reference all of the allegations set forth in
21 this Complaint.

22 77. Beginning in or about 2020 and on multiple occasions thereafter, Plaintiff was
23 harassed by the actions, conduct and comments of NHD's owners/managers, Navin and
24 Pratima, which actions, conduct and comments combined to create and allow a pattern of
25 harassment towards her due to her age.

26 78. Defendants' actions constituted a continuing violation of Cal. Gov. Code §
27 12940, et seq.

28

79. Defendants negligently and in bad faith failed to properly investigate Plaintiff's claims of age discrimination and harassment and take appropriate remedial action.

80. Defendants engaged in retaliatory actions against Plaintiff due to her age and Plaintiff was subjected to unfair and hostile treatment by Defendants.

81. All of the conduct by Defendants, was done with the full knowledge and ratification of the management employees of NHD and was consistent with the recognized policies and procedures of NHD, which tolerated and encouraged such discriminatory conduct.

82. At all times herein mentioned, Defendants were legally required to refrain from discriminating against and harassing any employee on the basis of age, among other things. Within the time provided by law, Plaintiff filed a complaint with the DFEH, in full compliance with these sections, and received a right to sue letter.

83. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged in this Complaint. As a direct and proximate result of the conduct of Defendants, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in at least \$1,000,000, subject to proof at trial.

84. Defendants did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

85. All actions of Defendants were known, ratified and approved by the officers or managing agents of NHD. Therefore, Plaintiff is entitled to punitive or exemplary damages against the Defendants, and each of them, in an amount to be determined at the time of trial.

86. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

SIXTH CAUSE OF ACTION

(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 et seq.)

– By Plaintiff Against Defendant NHD Does 1 through 100)

1 87. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 88. Plaintiff alleges that significant policies exist in the State of California that
4 prohibit discrimination, retaliation, wrongfully terminating an employee due to their age,
5 complaining about harassment and protesting against unlawful employment practices. Among
6 others, the right to be free from discrimination and retaliation are codified in the California and
7 United States Constitutions and the provisions of Government Code §§12900 *et seq.*

8 89. These policies are set forth in various laws including but not limited to
9 Government Code §§12940 (a), 12940 (k); Cal. Const. Art. 1, §8 (employment
10 discrimination).

11 90. Plaintiff was 62 years old at the time of her termination and was told by Pratima
12 that she was being terminated due to her age.

13 91. NHD, acting through their employees, intentionally created and knowingly
14 permitted the discrimination based on age and harassment.

15 92. NHD wrongfully terminated Plaintiff in violation of important and well-
16 established public policies, including, but not limited to, policies against employment
17 discrimination based upon age and against harassment.

18 93. NHD's wrongful conduct proximately caused Plaintiff to suffer general, special
19 and statutory damages in the amount of at least \$99,532.80, according to proof.

20 94. As a further proximate result of the unlawful acts of NHD as alleged above,
21 Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and emotional
22 and physical distress that a reasonable person would suffer upon losing her job. As a result of
23 such actions and consequent harm, Plaintiff has suffered such damages in the amount of at
24 least \$1,000,000, according to proof.

25 95. The above acts of NHD constituted a wrongful termination of Plaintiff and were
26 in violation of public policy as described above. Such termination was a substantial factor in
27 causing damage and injury to Plaintiff as set forth below.

28

96. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to, complaining about harassment were factors in NHD's conduct as alleged hereinabove.

97. As a result of NHD's conduct, Plaintiff is entitled to recover punitive damages in amount according to proof at trial.

98. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

SEVENTH CAUSE OF ACTION

WILLFUL MISCLASSIFICATION AS EXEMPT

(Wage Order Nos. 5, 15 By Plaintiff Against all Defendants and Does 1-100)

99. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

100. Defendants misclassified Plaintiff as an exempt employee rather than non-exempt in violation of IWC Wage Order Nos. 5, 15, for their own financial benefit.

101. Plaintiff was paid a salary of \$100.00 per day no matter how many hours she worked. She was paid biweekly. Plaintiff was alternately paid in cash and then at the end of the following two period by check.

102. The California Industrial Welfare Commission Wage Order Nos. 5, 15 identify three exemptions to the provisions of the wage order: executive exemption, administrative exemption, and professional exemption. None of the exemptions apply to Plaintiff.

103. On information and belief Defendants decided to wrongfully treat Plaintiff as an exempt employee.

104. Plaintiff did not meet the requirements of being “salary exempt” as set forth by California Labor Code § 515(a). Plaintiff was not allowed to make independent decisions. Plaintiff did not manage any employees of Defendants. She did not have authority to hire or fire employees. Further, Plaintiff did not have independent judgment or discretion in her job position. Plaintiff performed more hourly work than management work.

105. Defendants thus improperly classified Plaintiff as exempt from the wage and hour requirements set forth in the Labor Code and IWC Wage Order Nos. 5, 15, because she did not qualify as exempt.

106. Because of this misclassification, Plaintiff suffered damages as a result of Defendants' violation of IWC Wage Order Nos. 5, 15, in an amount according to proof.

107. Based on Defendants' conduct as alleged herein. Defendants are liable for damages and statutory penalties pursuant to Labor Code §226, Labor Code §218.5 and penalties pursuant to Labor Code §§203 and 206.

EIGHTH CAUSE OF ACTION

(Failure to Pay Overtime/Double Time in violation of Labor Code §§510, 511, 558, 1194, 1194.3, 1198 and Wage Order Nos. 5, 15 by Plaintiff Against all Defendants and Does 1-100)

108. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

109. During Plaintiff's entire employment with Defendants, pursuant to Cal. Lab. Code §§200, 510, 1194, and 1198, and IWC Wage Order Nos. 5, 15, Defendants were required to compensate Plaintiff with premium pay for all overtime performed, for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh (7th) consecutive day of any work week. Further, Defendants were required to compensate Plaintiff with premium pay for all double-time performed, for hours worked in excess of twelve (12) hours per workday and for work in excess of eight hours on any seventh day of a workweek.

110. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee who had not been paid overtime/double time compensation could recover the unpaid balance of the full amount of overtime/double time wages due, including interest thereon, together with reasonable attorneys' fees and costs of suit.

111. California Labor Code section 510, subdivision (a), states in relevant part:

1 Any work in excess of 12 hours in one day shall be compensated at the rate of
2 no less than twice the regular rate of pay for an employee. In addition, any work
3 in excess of eight hours on any seventh day of a workweek shall be compensated
4 at the rate of no less than twice the regular rate of pay of an employee.

5 112. Further, California Labor Code section 1198 provides,

6 The maximum hours of work and the standard conditions of labor fixed by the
7 commission shall be the maximum hours of work and the standard conditions
8 of labor for employees. The employment of any employee for longer hours than
9 those fixed by the order or under conditions of labor prohibited by the order is
10 unlawful.

11 113. Pursuant to IWC Wage Order Nos. 5, 15 § 3, "Employment beyond eight (8)
12 hours in any workday is permissible provided the employee is compensated for such overtime
13 at not less than: ... (b) Double the employee's regular rate of pay for all hours worked in excess
14 of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
15 (7th) consecutive day of work in a workweek."

16 114. California Labor Code section 558 provides in pertinent part:

17 (a) Any employer or other person acting on behalf of an employer who
18 violates, or causes to be violated, a section of this chapter or any
19 provision regulating hours and days of work in any order of the
20 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

21 (1) For any initial violation, fifty dollars (\$50) for each underpaid
22 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

23 (2) For each subsequent violation, one hundred dollars (\$100) for each
24 underpaid employee for each pay period for which the employee was
25 underpaid in addition to an amount sufficient to recover underpaid
wages.

26 (3) Wages recovered pursuant to this section shall be paid to the affected
27 employee...
28

1 (c) The civil penalties provided for in this section are in addition to any
2 other civil or criminal penalty provided by law.

3 115. Pursuant to Cal. Labor Code §558.1:

4 (a) Any employer or other person acting on behalf of an employer, who
5 violates, or causes to be violated, any provision regulating...hours and days of work in any
6 order of the Industrial Welfare Commission, or violates, or causes to be violated Sections 203,
7 226, 226.7...may be held liable as the employer for such violation.

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

12 (c) Nothing in this section shall be construed to limit the definition of employer
13 under existing law.

14 116. Navin and Pratima are persons acting on behalf of NHD and are therefore liable
15 to Plaintiff as employers. Navin and Pratima caused the laws relating to overtime/double time
16 to be violated.

17 117. At times, Defendants expected Plaintiff to work overtime/double time, but never
18 paid her for any of the overtime/double time hours she worked. She was merely paid her
19 regular daily salary of \$100.00.

20 118. Throughout Plaintiff’s employment, Defendants failed and refused to pay and
21 properly calculate overtime/double time compensation to Plaintiff as required by law.

22 119. The foregoing overtime/double time compensation is owed and unpaid. As a
23 direct and proximate result of Defendants’ failure and refusal to pay overtime/double time
24 compensation, Plaintiff suffered damages in the amount of at least \$99,532.80, to be proven at
25 trial.

26 120. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
27 counsel in order to enforce Plaintiff’s rights to overtime/double time pay, is entitled to recover
28 Plaintiff’s attorneys’ fees, costs and interest.

1 **NINTH CAUSE OF ACTION**

2 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
3 **119, IWC Wage Order Nos. 5, 15 – By all Plaintiff Against all Defendants Does 1 through**
4 **100)**

5 121. Plaintiff realleges and incorporates by reference all of the allegations set forth in
6 this Complaint.

7 122. *Labor Code* § 1197 states the California requirement that employees must be
8 paid at least the minimum wage fixed by the Commission, and any payment of less than the
9 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving
10 less than the legal minimum wage... to recover in a civil action the unpaid balance of the full
11 amount of this minimum wage.” IWC Wage Order Nos. 5, 15 also obligates employers to pay
12 each employee minimum wages for all hours worked. These minimum wage standards apply to
13 each hour employees worked for which they were not paid. Therefore, an employer’s failure to
14 pay for any particular hour of time worked by an employee is unlawful, even if averaging an
15 employee’s total pay over all hours worked, paid or not, results in an average hourly wage
16 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

17 123. Here, Plaintiff was not paid minimum wages due to NHD’s failure to afford
18 Plaintiff compliant meal/rest breaks.

19 124. California Labor Code section 558 provides in pertinent part:
20

21 (a) Any employer or other person acting on behalf of an employer who
22 violates, or causes to be violated, a section of this chapter or any
23 provision regulating hours and days of work in any order of the
24 Industrial Welfare Commission shall be subject to a civil penalty as
25 follows:

26 (1) For any initial violation, fifty dollars (\$50) for each underpaid
27 employee for each pay period for which the employee was underpaid in
28 addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each
underpaid employee for each pay period for which the employee was

1 underpaid in addition to an amount sufficient to recover underpaid
2 wages.

3 (3) Wages recovered pursuant to this section shall be paid to the affected
4 employee...

5 (c) The civil penalties provided for in this section are in addition to any
6 other civil or criminal penalty provided by law.

7 125. Pursuant to Cal. Labor Code §558.1:

8 (a) Any employer or other person acting on behalf of an employer, who
9 violates, or causes to be violated, any provision regulating...hours and days of work in any
10 order of the Industrial Welfare Commission, or violates, or causes to be violated Sections 203,
11 226, 226.7...may be held liable as the employer for such violation.

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

16 (c) Nothing in this section shall be construed to limit the definition of employer
17 under existing law.

18 126. Navin and Pratima are persons acting on behalf of NHD and are therefore liable
19 to Plaintiff as employers. Navin and Pratima caused the laws relating to minimum wages to be
20 violated.

21 127. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
22 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
23 wage, including interest thereon, reasonable attorneys’ fees, and costs of suit.

24 128. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
25 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
26 *Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under
27 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
28 the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*,
154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime

1 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
2 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
3 (N.D. Cal. 2016).

4 129. Plaintiff suffered and continued to suffer losses related to the use and
5 enjoyment of compensation due and owing to her as a direct result of Defendants' unlawful
6 acts and Labor Code violations in an amount to be shown according to proof at trial.

7 130. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
8 wages against employers and those individuals acting on their behalf. Plaintiff requests that
9 this Court assess said penalty against Defendants in an amount to be proven at trial.

10 131. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and
11 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendants
12 owe her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts
13 according to proof.

14 **TENTH CAUSE OF ACTION**

15 **(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Wage Order** 16 **Nos. 5, 15 – By Plaintiff Against all Defendants and Does 1 through 100)**

17 132. Plaintiff realleges and incorporates by reference all of the allegations set forth in
18 this Complaint.

19 133. California Labor Code §226.7(a) prohibits an employer from requiring an
20 employee to work during any meal period mandated by an applicable Industrial Wage Order.
21 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
22 employee to work during a meal or rest break or recovery period mandated pursuant to an
23 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
24 Commission..."

25 134. California Labor Code §1198 makes unlawful the employment of an employee
26 under conditions the IWC prohibits.

27 135. IWC Wage Order Nos. 5, 15 provide, in relevant part: "No employer shall
28 employ any person for a work period of more than five (5) hours without a meal period of not

1 less than 30-minutes, except that when a work period of not more than six (6) hours will
2 complete the day's work the meal period may be waived by mutual consent of the employer and
3 the employee."

4 136. IWC Wage Order Nos. 5, 15 further provide, in relevant part: "Unless the
5 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
6 considered an 'on duty' meal period and counted as time worked."

7 137. Section 512(a) of the California Labor Code provides, in relevant part, that:
8 An employer may not employ an employee for a work period of more than five
9 hours per day without providing the employee with a meal period of not less
10 than 30-minutes, except that if the total work period per day of the employee is
11 no more than six hours, the meal period may be waived by mutual consent of
12 both the employer and employee.

13 138. The Labor Code and Wage Order Nos. 5, 15 provisions cited above require
14 California employers to provide employees with off-duty 30-minute meal periods on or before
15 the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make
16 employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their
17 shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on
18 or before the fifth hour of their shifts.

19 139. Plaintiff was routinely not afforded uninterrupted meal breaks, her meal breaks
20 were afforded late, shortened and/or she was not afforded any meal breaks.

21 140. California Labor Code section 558 provides in pertinent part:

22 (a) Any employer or other person acting on behalf of an employer who
23 violates, or causes to be violated, a section of this chapter or any
24 provision regulating hours and days of work in any order of the
25 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

26 (1) For any initial violation, fifty dollars (\$50) for each underpaid
27 employee for each pay period for which the employee was underpaid in
28 addition to an amount sufficient to recover underpaid wages.

1 (2) For each subsequent violation, one hundred dollars (\$100) for each
2 underpaid employee for each pay period for which the employee was
3 underpaid in addition to an amount sufficient to recover underpaid
wages.

4 (3) Wages recovered pursuant to this section shall be paid to the affected
5 employee...

6 (c) The civil penalties provided for in this section are in addition to any
7 other civil or criminal penalty provided by law.

8 141. Pursuant to Cal. Labor Code §558.1:

9 (a) Any employer or other person acting on behalf of an employer, who
10 violates, or causes to be violated, any provision regulating...hours and days of work in any
11 order of the Industrial Welfare Commission, or violates, or causes to be violated Sections 203,
12 226, 226.7...may be held liable as the employer for such violation.

13 (b) For purposes of this section, the term "other person acting on behalf of an
14 employer" is limited to a natural person who is an owner, director, officer, or managing agent
15 of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of
16 Section 3294 of the Civil Code.

17 (c) Nothing in this section shall be construed to limit the definition of employer
18 under existing law.

19 142. Navin and Pratima are persons acting on behalf of NHD and are therefore liable
20 to Plaintiff as employers. Navin and Pratima caused the laws relating to meal breaks to be
21 violated.

22 143. Defendants further violated IWC Wage Order Nos. 5, 15 and Labor Code §
23 226.7 by failing to pay one hour of compensation to Plaintiff at her individual and regular rate
24 of pay for each work day that the meal period was not provided, in an amount according to
25 proof. This amount remains owed and unpaid.

26 144. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
27 recover wages due based on the deprivation of meal periods under Cal. Labor Code
28 § 226.7(b).

1 145. As a direct and proximate result of Defendants' unlawful conduct as alleged
2 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages
3 and lost interest, in an amount to be established at trial, and is entitled to recover economic and
4 statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendants'
5 violations of the California Labor Code and IWC Wage Order Nos. 5, 15.

6 **ELEVENTH CAUSE OF ACTION**

7 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7; IWC Wage Order**
8 **Nos. 5, 15 – By Plaintiff Against all Defendants and Does 1 through 100)**

9 146. Plaintiff realleges and incorporates by reference all of the allegations set forth in
10 this Complaint.

11 147. Labor Code § 226.7 and IWC Wage Order Nos. 5, 15 provide that employers
12 shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest
13 time per four hours of work, or major fraction thereof.

14 148. Labor Code § 226.7 and Wage Order Nos. 5, 15 provide that if an employer fails
15 to provide an employee with rest periods in accordance with those provisions, the employer
16 shall pay the employee one hour of pay at the employee's regular rate of compensation for each
17 workday that the rest periods were not so provided.

18 149. Defendants have intentionally and improperly failed to afford Plaintiff any rest
19 periods in violation of Labor Code § 226.7 and Wage Order Nos. 5, 15.

20 150. California Labor Code section 558 provides in pertinent part:

21 (a) Any employer or other person acting on behalf of an employer who
22 violates, or causes to be violated, a section of this chapter or any
23 provision regulating hours and days of work in any order of the
24 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

25 (1) For any initial violation, fifty dollars (\$50) for each underpaid
26 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

27 (2) For each subsequent violation, one hundred dollars (\$100) for each
28 underpaid employee for each pay period for which the employee was

1 underpaid in addition to an amount sufficient to recover underpaid
2 wages.

3 (3) Wages recovered pursuant to this section shall be paid to the affected
4 employee...

5 (c) The civil penalties provided for in this section are in addition to any
6 other civil or criminal penalty provided by law.

7 151. Pursuant to Cal. Labor Code §558.1:

8 (a) Any employer or other person acting on behalf of an employer, who
9 violates, or causes to be violated, any provision regulating...hours and days of work in any
10 order of the Industrial Welfare Commission, or violates, or causes to be violated Sections 203,
11 226, 226.7...may be held liable as the employer for such violation.

12 (b) For purposes of this section, the term "other person acting on behalf of an
13 employer" is limited to a natural person who is an owner, director, officer, or managing agent
14 of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of
15 Section 3294 of the Civil Code.

16 (c) Nothing in this section shall be construed to limit the definition of employer
17 under existing law.

18 152. Navin and Pratima are persons acting on behalf of NHD and are therefore liable
19 to Plaintiff as employers. Navin and Pratima caused the laws relating to rest periods to be
20 violated.

21 153. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

22 154. At all times relevant hereto, NHD failed to provide rest periods as required by
23 Labor Code § 226.7 and IWC Wage Order Nos. 5, 15.

24 155. By virtue of NHD's unlawful failure to afford rest periods, Plaintiff has suffered,
25 and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but
26 which exceed the jurisdictional limits of the Court and which will be ascertained according to
27 proof at trial.

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1 **TWELFTH CAUSE OF ACTION**

2 **(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code**
3 **§226– By Plaintiff Against all Defendants and Does 1 through 100)**

4 156. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 157. At all times relevant herein, Defendants failed to issue any payroll statements to
7 Plaintiff which violated Cal. Lab. Code §226(a), in that Defendants failed to properly and
8 accurately itemize the number of hours she worked at the effective regular rates of pay.
9 Plaintiff was paid half in cash and half in check, but was not provided any paystubs.

10 158. Defendants knowingly and intentionally failed to comply with Cal. Lab. Code
11 §226(a), causing damage to Plaintiff. These damages, including but not limited to costs
12 expended calculating her true hours worked, and the amount of employment taxes which were
13 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
14 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
15 violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal.
16 Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and
17 costs.

18 159. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
19 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

20 **THIRTEENTH CAUSE OF ACTION**

21 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By**
22 **Plaintiff Against all Defendants Does 1 through 100)**

23 160. Plaintiff realleges and incorporates by reference all of the allegations set forth in
24 this Complaint.

25 161. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
26 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
27 from employment, unpaid wages are due and payable within 72 hours of resignation.
28

1 162. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
2 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
3 paid, not to exceed thirty days.

4 163. Plaintiff was wrongfully discharged from Defendants' employ and Defendants
5 willfully failed to pay Plaintiff wages due to her.

6 164. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
7 she was not timely paid, not to exceed 30 days' wages.

8 165. By willfully failing to pay Plaintiff for overtime/double time, minimum wages
9 and separate amounts owed for meal/rest periods not provided, as set forth above, in a timely
10 manner as required by Cal. Lab. Code §§ 201 & 202, Defendants are liable to her for penalties
11 pursuant to Cal. Lab. Code § 203, in an amount equal to 30 days of her per diem wage rate in
12 an amount according to proof.

13 **FOURTEENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

15 **(Cal. Labor Code §2802 By all Plaintiff Against all Defendants and Does 1 through 100)**

16 166. Plaintiff realleges and incorporates by reference all of the allegations set forth in
17 this Complaint.

18 167. Labor Code §2802 requires employers to indemnify employees for all necessary
19 expenditures incurred by employees in the discharge of his duties.

20 168. At all times relevant herein, Defendants were aware that Plaintiff was using her
21 personal cell phone and vehicle for business, but failed to indemnify Plaintiff for all her
22 business-related expenses, including wear and tear expenses, in accordance with Labor Code
23 §2802.

24 169. As a result of Defendants' conduct, Plaintiff suffered damages in an amount,
25 subject to proof, to the extent she was not reimbursed for all of her business-related expenses
26 incurred in the discharge of her duties.

27 170. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of
28 her unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

1 **FIFTEENTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE**

3 **(Cal. Labor Code §2802 By all Plaintiff Against all Defendants and Does 1 through 100)**

4 171. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 172. Under California law, if an employer requires non-exempt employees to wear a
7 uniform, the employer must pay for and maintain the uniform for the employee. Labor Code
8 §2802.

9 173. An employer may never impose a financial burden on employees, with respect
10 to purchasing or maintaining clothing, which would reduce the employee's wage rate below the
11 minimum wage.

12 174. Here, Plaintiff was required to purchase clothing.

13 175. Defendants failed to purchase the clothing for Plaintiff nor reimburse her for the
14 cost thereof.

15 176. As a proximate result of the aforementioned violations of § 2802, Plaintiff is
16 entitled to recovery from Defendants for reimbursement of necessary expenditures including
17 interest and attorneys' fees.

18 177. As a proximate result of the aforementioned violations of Labor Code § 2802,
19 Plaintiff has been damaged in an amount according to proof at the time of trial.

20 **SIXTEENTH CAUSE OF ACTION**

21 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

22 **(Cal. Labor Code §1198.5 By Plaintiff Against all Defendants and Does 1 through 100)**

23 178. Plaintiff realleges and incorporates by reference all of the allegations set forth in
24 this Complaint.

25 179. California Labor Code Section 1198.5 provides:

26 (a) Every current and former employee, or his or her representative, has the right
27 to inspect and receive a copy of the personnel records that the employer
28

1 maintains relating to the employee's performance or to any grievance concerning
2 the employee.

3 (b) The employer shall make the contents of those personnel records available
4 for inspection to the current or former employee, or his or her representative, at
5 reasonable intervals and at reasonable times, but not later than 30 calendar days
6 from the date the employer receives a written request, unless the current or
7 former employee, or his or her representative, and the employer agree in writing
8 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
9 date does not exceed 35 calendar days from the employer's receipt of the written
10 request to inspect the records. Upon a written request from a current or former
11 employee, or his or her representative, the employer shall also provide a copy of
12 the personnel records,... later than 30 calendar days from the date the employer
13 receives the request...

14 (k) If an employer fails to permit a current or former employee, or his or her
15 representative, to inspect or copy personnel records within the times specified I
16 this section... the current or former employee may recover a penalty of seven
17 hundred fifty dollars (\$750) from the employer.

18 (l) A current or former employee may also bring an action for injunctive relief
19 to obtain compliance with this section, and may recover costs and reasonable
20 attorney's fees in such an action.

21 180. Additionally, pursuant to IWC Wage Order Nos. 5, 15, at section 7 re: Records,
22 employers are required to keep accurate payroll records on each employee, and such records
23 must be made readily available for inspection by the employee upon reasonable request. The
24 employer must also maintain accurate production records.

25 181. On or about January 15, 2025, Plaintiff 's counsel issued a written request to
26 NHD for copies of her personnel records.

27 182. Under California Labor Code Sections 226, 432 and 1198.5, such records were
28 to include all records relating to Plaintiff's hours worked, wage statements and compensation.

1 Plaintiff's counsel and Defendants did not enter into an agreement to enlarge the time for
2 Defendants' compliance, and Defendants have failed and refused to permit Plaintiff copies of
3 her records.

4 183. As a direct result and consequence of Defendants' failure and refusal to permit
5 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
6 decree mandating Defendants' compliance. Plaintiff has suffered and will suffer harm as a
7 result of Defendants' ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
8 penalty of \$750 based upon Defendants' violation of §1198.5.

9 **SEVENTEENTH CAUSE OF ACTION**

10 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
11 **§17200 et seq.– By Plaintiff Against all Defendants Does 1 through 100)**

12 184. Plaintiff realleges and incorporates by reference all of the allegations set forth in
13 this Complaint.

14 185. California Business & Professions Code § 17200 et seq. prohibits acts of unfair
15 competition, which shall mean and include any "unlawful and unfair business practices."

16 186. Defendants' conduct as alleged herein has been and continues to be unfair,
17 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
18 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
19 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
20 therefore has standing to bring this suit for restitution.

21 187. The payment of overtime/double time, minimum wages, affording of meal/rest
22 breaks, paying all wages due on termination, issuing accurate wage statements, reimbursing
23 business expenses, providing a uniform maintenance allowance, and providing employment
24 records are fundamental public policies of the State of California. It is also the public policy of
25 this State to enforce minimum labor standards, to ensure that employees are not required or
26 permitted to work under substandard and unlawful conditions, and to protect those employers
27 who comply with the law from losing competitive advantage to other employers who fail to
28 comply with labor standards and requirements.

1 188. Defendants failed to pay Plaintiff for overtime/double time, minimum wages,
2 allow Plaintiff to take meal/rest breaks, to pay all wages due on termination, to issue accurate
3 wage statements, reimburse business expenses, provide a uniform maintenance allowance and
4 to provide her employment records.

5 189. During the applicable limitations period, Defendants violated Plaintiff's rights
6 under the above-referenced Labor Code sections by failing to pay for overtime/double time,
7 minimum wages, meal/rest breaks not afforded in violation of *Labor Code* §§ 226.7 and 203,
8 226, as a result of not correctly calculating her regular rate of pay to include all applicable
9 remuneration, including, but not limited to, overtime/double time, minimum wages and
10 premium pay for improper meal/rest break.

11 190. Through the conduct alleged herein, Defendants acted contrary to these public
12 policies and has thus engaged in unlawful and/or unfair business practices in violation of
13 Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and
14 privileges guaranteed to employees under California law.

15 191. Defendants regularly and routinely violated the following statutes and
16 regulations with respect to Plaintiff:

17 Willful misclassification as exempt (Wage Order Nos. 5, 15)

18 *Cal. Labor Code* §§ 510, 511, 558, 1198 and 1194 and IWC Wage Order Nos. 5,
19 15 as amended (failure to pay overtime/double time);

20 *Cal. Labor Code* § 1197 and IWC Wage Order Nos. 5, 15 (failure to pay
21 minimum wages);

22 *Cal. Lab. Code* § 226 (failure to provide accurate wage statements to employees
23 at the time of payment);

24 *Cal. Lab. Code* §§ 201, 202 and 203 (failure to pay wages due on termination);

25 *Cal. Lab. Code* §§ 226.7 and 512, and IWC Wage Order Nos. 5, 15 (failure to
26 provide meal/rest periods);

27 *Cal. Lab. Code* §2802 (failure to reimburse business expenses);

28 *Cal. Lab. Code* §2802 (failure to provide a uniform maintenance allowance);

1 and

2 *Cal. Lab. Code* §1198.5 (failure to allow inspection of employment records).

3 192. By engaging in these business practices, which are unfair business practices
4 within the meaning of Bus. & Prof. Code §§ 17200 et seq., Defendants harmed Plaintiff and
5 gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
6 entitled to obtain restitution of these funds.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
9 and against Defendants, and each of them, as follows:

10 1. For compensatory damages in the amount of overtime/double time due to
11 Plaintiff, in the amount of at least \$99,532.80, according to proof;

12 2. For compensatory damages in the amount of minimum wages due to Plaintiff, in
13 the amount of at least \$99,532.80, according to proof;

14 3. For compensatory damages for lost wages and employment benefits, in the
15 amount of at least \$99,532.80, according to proof;

16 4. For compensatory damages for physical and emotional distress, in the amount of
17 \$1,000,000, according to proof;

18 5. For an award of consequential damages, according to proof;

19 6. For general damages according to proof;

20 7. For compensation of one hour at the regular rate of pay for each meal/rest period
21 denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order Nos. 5, 15, according to
22 proof;

23 8. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;

24 9. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
25 § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the
26 total amount of days elapsed between the date of involuntary termination, and/or 72 hours after
27 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

1 10. For specific relief enforcing waiting time penalties of 30 days of per diem wages
2 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;

3 11. For compensatory damages in the amount of Plaintiff's out of pocket expenses
4 for cell phone and vehicle use and/or reimbursement of monies incurred while performing
5 Defendants' business-related duties plus interests, costs and attorneys' fees pursuant to *Cal.*
6 *Code Civ. Proc.* §2802(c);

7 12. For compensatory damages in the amount of Plaintiff's out of pocket expenses
8 for purchase of uniforms, plus interest, costs and attorneys' fees pursuant to *Cal. Code Civ.*
9 *Proc.* §2802(c);

10 13. For prejudgment interest accrued on all due and unpaid overtime and minimum
11 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
12 1194(a), according to proof;

13 14. For a preliminary and permanent injunction ordering Defendants to disclose
14 Plaintiff's payroll records and to prevent Defendants from committing such illegal acts in the
15 future;

16 15. For an award of restitution of wages to Plaintiff in an amount equal to the
17 amount of wages owed and unpaid, according to proof;

18 16. For injunctive relief requiring Defendants to comply with *Labor Code*
19 1198.5(b)(1);

20 17. For punitive and exemplary damages in a sum to be determined at trial;

21 18. For reasonable costs, including attorneys' fees, in an amount according to proof
22 pursuant to *Government Code* § 12965(b), *Cal. Lab. Code* §§ 218.5, 1198.5(1), 2802 and *Cal.*
23 *Code Civ. Proc.* §1021.5; and

24 19. For such other and further relief as the Court deems just and proper.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff Angelica Moreno hereby respectfully requests a trial by jury for all claims and
27 issues raised in her Complaint that may be entitled to a jury trial.

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LIPELES LAW GROUP, APC

Date: January 15, 2025

By: 
Thomas H. Schelly
Attorneys for Plaintiff
Angelica Moreno