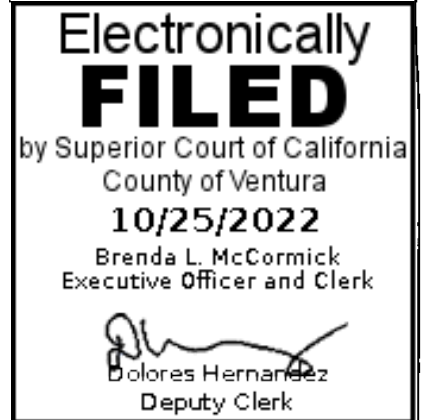


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Attorney for Plaintiff,
BLANCA GUADALUPE ORTIZ



SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

BLANCA GUADALUPE ORTIZ, an
individual,

Plaintiff,

v.

SOLARX AUTO INSURANCE AGENCY,
INC a California corporation; SLX
INSURANCE AGENCY, INC a California
corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. 56-2022-00571730-CU-OE-VTA

COMPLAINT FOR DAMAGES FOR:

1. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
2. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
3. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
4. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.);**
5. **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS (CAL. LABOR CODE §§226 AND 1198.5); AND**
6. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.)**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, BLANCA GUADALUPE ORTIZ, and for causes of action
against the Defendants and each of them, alleges as follows:

1 **JURISDICTION**

2 1. This Court is the proper court, and this action is properly filed in Ventura County, because
3 Defendants' obligations and liability arise therein, because Defendants maintain offices and transact
4 business within Ventura County, and because the work that is the subject of this action was performed
5 by Plaintiff in Ventura County.

6
7 **THE PARTIES**

8 2. Plaintiff, BLANCA GUADALUPE ORTIZ, is and at all times relevant hereto was a
9 resident of the County of Ventura, State of California.

10 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
11 hereto, Defendant SOLARX AUTO INSURANCE AGENCY, INC (hereinafter referred to as
12 "SOLARX") was and is a California corporation doing business at 434 W. Pleasant Valley Road, Oxnard,
13 93033 in the County of Ventura, State of California.

14 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
15 hereto, Defendant SLX INSURANCE AGENCY, INC (hereinafter referred to as "SLX") was and is a
16 California corporation doing business at 761 E Thousand Oaks Blvd, Thousand Oaks, 91360 in the
17 County of Ventura, State of California.

18 5. SOLARX and SLX are hereinafter collectively referred to as "Employers."

19 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
20 hereto, Employers owned and operated a private insurance company for cars, houses rental and business
21 insurance company.

22 7. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
23 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
24 Commission Order No. 4-2001 and are each any "employer or other person acting on behalf of an
25 employer" as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

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

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

5 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
6 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
7 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
8 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
9 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
10 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

11 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
12 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
13 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
14 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
15 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
16 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
17 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
18 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
19 actually causing Plaintiff harm.

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

23
24 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

25 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
26 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
27 defendants have ceased to exist.
28

1 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
2 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
3 but not limited to because:

4 a. Employers are completely dominated and controlled by one another and DOES 1-
5 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
6 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
7 accomplish some other wrongful or inequitable purpose.

8 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
9 through one another's unlawful conduct, and by using one another as the funding source for their own
10 personal expenditures.

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

14 d. Employers do not comply with all requisite corporate formalities to maintain a
15 legal and separate corporate existence.

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

25 14. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the
26 fiction of their separate corporate existence must be disregarded.

27 15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
28 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint

1 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services
2 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
3 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
4 Defendants' business was and is conducted.

5 16. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
6 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of
7 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other
8 Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts
9 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere
10 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for
11 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES
12 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

13
14 **FACTUAL ALLEGATIONS**

15 17. On or about May 16, 2013, Employers hired Plaintiff to work as a customer service
16 assistant and was eventually promoted to Office Manager. Plaintiff was a full-time, non-exempt
17 employee, and performed all of Plaintiff's job duties satisfactorily throughout her employment.

18 18. Between October 13, 2018 and August 20, 2021, and Plaintiff's hourly wage rate was
19 \$18.00. During this time period, Plaintiff's non-fixed schedule was five days per week, for approximately
20 7 to 8 hours per day.

21 19. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
22 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
23 thereof. One or more of Plaintiff's 10-minute rest breaks were not provided approximately 5 times per
24 week.

25 20. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
26 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
27 worked. One or more of Plaintiff's 30-minute meal periods were interrupted approximately 1 time per
28 week.

1 21. Plaintiff's employment with Employers ended on or about March 31, 2022. Plaintiff was
2 not paid the unpaid meal and rest break compensation at the time of Plaintiff's separation, or ever.

3
4 **FIRST CAUSE OF ACTION**

5 **FOR FAILURE TO PAY WAGES DUE**

6 **LABOR CODE §§201, 1182.12, 1194, 1194.2**

7 **AGAINST ALL DEFENDANTS**

8 22. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
9 though set forth in full herein.

10 23. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
11 required by 8 Code of Regulations §11040, as set forth hereinabove. As alleged herein, Defendants
12 routinely failed to pay Plaintiff for hours worked beyond eight in a day or 40 per week.

13 24. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
14 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

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

18
19 **SECOND CAUSE OF ACTION**

20 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**

21 **LABOR CODE §§226.7, 512**

22 **AGAINST ALL DEFENDANTS**

23 26. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
24 though set forth in full herein.

25 27. Labor Code §512 requires employers to provide every employee with an uninterrupted
26 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

1 28. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
2 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
3 thereof.

4 29. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and
5 was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each
6 day of work.

7 30. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed
8 to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the
9 applicable sections of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-
10 2001, as follows:

11 a. From approximately October 25, 2018 to August 20, 2021, Plaintiff's statutory 30-
12 minute meal periods were interrupted and cut short approximately 1 times per week for 147 weeks, or on
13 approximately 147 days. During this same time period, Plaintiff was deprived of one or more of
14 Plaintiff's statutory 10-minute rest periods on approximately 735 days (5 days per week for 147 weeks).

15 31. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
16 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently,
17 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
18 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
19 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
20 that Plaintiff was denied such rest periods, calculated as follows:

21 a. From approximately October 13, 2018 to August 20, 2021, Defendants failed to
22 provide Plaintiff with an uninterrupted statutory meal period on approximately 147 separate days.
23 Consequently, Plaintiff is owed one hour of pay at \$18.00 for each day, or \$2,646.00, plus interest
24 thereon, for unpaid interrupted meal periods. During this same time period, Defendants failed to provide
25 Plaintiff with the statutory rest period on approximately 735 separate days. Consequently, Plaintiff is
26 owed one hour of pay at \$18.00 for each day, or \$12,330, plus interest thereon, for unpaid rest periods.
27 Thus, Plaintiff is owed a total of \$13,230.00, plus interest thereon, for unpaid meal and rest periods for
28 this time period.

1 32. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
2 period is \$18,576.00.

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

5 34. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
6 such amounts in the combined amount of \$18,576.00, pursuant to Labor Code §226.7(b), plus interest
7 thereon and costs of suit.

8
9 **THIRD CAUSE OF ACTION**
10 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
11 **LABOR CODE §§226 ET SEQ.**
12 **AGAINST ALL DEFENDANTS**

13 35. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
14 though set forth in full herein.

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

23 37. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
24 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
25 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
26 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
27 by Plaintiff. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and
28 contained almost none of the required information, including hours actually worked.

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

2 39. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
3 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
4 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
5 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
6 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
7 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
8 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
9 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

10 40. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
11 §226 approximately multiple times throughout Plaintiff's employment. Consequently, Defendants are
12 liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum amount of
13 \$4,000.00, whichever is greater.

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

17
18 **FOURTH CAUSE OF ACTION**

19 **FOR PRIVATE ATTORNEY GENERAL ACT**

20 **LABOR CODE §2699**

21 **AGAINST ALL DEFENDANTS**

22 42. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
23 though set forth in full herein.

24 43. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
25 Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties
26 for Defendants' violations of the California Labor Code.
27
28

1 44. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
2 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
3 previously pleaded in this Complaint.

4 45. On July 1, 2022, more than 63 calendar days before filing this Complaint, Plaintiff
5 provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail
6 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
7 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201,
8 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is
9 enumerated among the serious violations set forth in Labor Code §2699.5.

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

13 47. As a direct and proximate result of Defendants' California Labor Code violations as set
14 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per
15 pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each
16 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
17 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
18 provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

19 48. Plaintiff may also seek these penalties on behalf of herself and these same penalties on
20 behalf of all other aggrieved employees.

21 49. Plaintiff is also entitled to reasonable attorneys' fees and costs, and 25% of the recovered
22 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

1 **FIFTH CAUSE OF ACTION**

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

3 **LABOR CODE §§226 AND 1198.5**

4 **AGAINST ALL DEFENDANTS**

5 50. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
6 though set forth in full herein.

7 51. Labor Code §226(c) requires an employer, within twenty-one days of an oral or written
8 request thereof, to inspect or receive a copy of an employee's payroll records. An employer's failure to
9 do so subjects the employer to a \$750.00 penalty pursuant to Labor Code §226(f), payable to the
10 employee.

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

14 53. On June 7, 2022, Plaintiff made a written request to inspect or receive a copy of Plaintiff's
15 personnel and payroll records from Defendants, which Defendants received.

16 54. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and
17 payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff within
18 the time required by Labor Code §§226 and/or 1198.5, or ever.

19 55. As a result of Defendants' failure and refusal to comply with Labor Code §226(c), Plaintiff
20 is entitled to recover from Defendants a civil penalty of \$750.00.

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

23 57. As a further result of Defendants' failure and refusal to comply with Labor Code §§ 226
24 and 1198.5, Plaintiff has been forced to bring this action seeking injunctive relief to obtain these files,
25 entitling Plaintiff to attorney's fees and costs pursuant to Labor Code §§ 226(h) and 1198.5(l).
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SIXTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
AGAINST ALL DEFENDANTS

58. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

59. Defendants' violations of 8 Code of Regulations §11040, Industrial Welfare Commission Order No. 4-2001, Labor Code §§201-203, 226, 226.7, 512, 1194, 1197, 1198.5, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to provide meal and rest breaks, Defendants' failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner upon termination or resignation, and Defendants' failure to maintain complete and accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

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

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

PRAYER FOR RELIEF

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

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress and loss of earning capacity;

1 2. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
2 in the amount of no less than \$18,576.00;

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

4 4. For statutory penalties pursuant to Labor Code §2699(f), on Plaintiff's own behalf, and
5 similar amounts on behalf of all of Defendants' aggrieved employees, in an amount according to proof;

6 5. For statutory penalties pursuant to Labor Code §226(f) in the amount of no less than
7 \$750.00;

8 6. For statutory penalties pursuant to Labor Code §1198.5 in the amount of no less than
9 \$750.00;

10 7. For return of all monies converted by Defendants, plus general damages for mental pain
11 and anguish and emotional distress;

12 8. For prejudgment interest on each of the foregoing at the legal rate from the date the
13 obligation became due through the date of judgment in this matter.

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

16 9. For injunctive relief compelling Defendants to report to federal and state authorities wages
17 earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching
18 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
19 this in an amount according to the proof;

20 10. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
21 conduct, misclassification of Plaintiff as an independent contractor, and failure to pay wages and other
22 compensation in accordance with the law;

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

25 12. For post-judgment interest; and

26 ///

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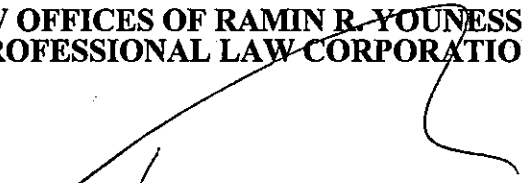
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13. For any other relief that is just and proper.

DATED: October 25, 2022

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

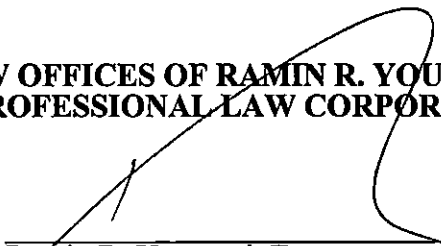
By: 
Ramin R. Younessi, Esq.
Attorney for Plaintiff
BLANCA GUADALUPE ORTIZ

JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: October 25, 2022

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

By: 
Ramin R. Younessi, Esq.
Attorney for Plaintiff
BLANCA GUADALUPE ORTIZ