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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 10/3/2022 8:00 AM
By: Kemar Davis, Deputy

9 Attorneys for Plaintiff and all Aggrieved Employees

10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF MONTEREY**

12
13 MARIA ELENA VILLALOBOS, an
14 individual; on behalf of herself and all
Aggrieved Employees,

15
16 Plaintiff,

17 v.

18 PEGGY DAY ENTERPRISES, INC. a
19 California corporation; MARGARET A.
20 HENEKS, an individual; and
DOES 1-100, inclusive,

21 Defendants.
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Case No.: 22CV002959

COMPLAINT FOR DAMAGES

1. Failure to Pay Regular and Minimum Wages (Labor Code §§ 1194, 1197, 1771, 221; IWC Wage Order 15);
2. Failure to Pay Overtime Wages (Labor Code §§ 510, 1194, 221; IWC Wage Order 15);
3. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512; IWC Wage Order 15);
4. Failure to Authorize and Permit Rest Periods (Labor Code § 226.7; IWC Wage Order 15);
5. Failure to Reimburse Business Expenses (Labor Code §§ 2802, 2804; IWC Wage Order 15);
6. Failure to Provide Itemized Accurate Wage Statements (Labor Code § 226; IWC Wage Order 15);
7. Continuing Wages Penalty (Labor Code §§ 201, 202, 203, 203);
8. Unfair Competition (Bus. and Prof. Code § 17200, *et seq.*);
9. Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*);
10. Retaliation for Using Accrued Sick Days (Labor Code § 246.5);

11. Disability Discrimination (Gov't Code § 12940(a));
12. Failure to Provide Reasonable Accommodation (Gov't Code § 12940(m));
13. Failure to Engage in the Interactive Process (Gov't Code § 12940 (n));
14. Retaliation for Engaging in Protected Activity (Gov't Code § 12940(h));
15. Wrongful termination in Violation of Public Policy;
16. Intentional Infliction of Emotional Distress.

DEMAND FOR JURY TRIAL

Plaintiff MARIA ELENA VILLALOBOS alleges as follows:

NATURE OF ACTION

1. Plaintiff MARIA ELENA VILLALOBOS ("VILLALOBOS" or "Plaintiff"), on behalf of herself and all other "Aggrieved Employees" (as defined herein), brings this action against Defendants PEGGY DAY ENTERPRISES, INC., a California corporation ("PEGGY DAY"); MARGARET A. HENEKS, an individual ("HENEKS"); and DOES 1-100, inclusive, (collectively "Defendants"), seeking damages, penalties, injunctive relief and restitution for: failure to pay regular and minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to reimburse business expenses, failure to provide itemized accurate wage statements, continuing wages penalty, violations of California Business and Professions Code §17200, *et seq.*, violations of the Labor Code Private Attorneys General Act of 2004, retaliation for using accrued sick days, disability discrimination, failure to provide reasonable accommodation, failure to engage in the interactive process, retaliation for engaging in protected activity, wrongful termination in violation of public policy; and intentional infliction of emotional distress.

PRELIMINARY ALLEGATIONS

2. At all times herein mentioned Plaintiff has resided in the County of Monterey, within the State of California.

1 3. Defendant PEGGY DAY's registered address is located in Monterey County,
2 California. At all times relevant to this complaint, PEGGY DAY operated a home care
3 business throughout Monterey County and surrounding areas in California.

4 4. Plaintiff is informed, believes, and thereon alleges, that at all times herein
5 mentioned, Defendant HENEKS was an individual who resides in and conducts business in the
6 County of Monterey, California.

7 5. The true names and capacities of the Defendants sued herein as DOES 1 through
8 100 are unknown to Plaintiff, and therefore Plaintiff sues these Defendants by such fictitious
9 names. Plaintiff will amend this Complaint to allege their true names and capacities when
10 ascertained. Plaintiff is informed, believes, and on that basis alleges, that each of the
11 fictitiously named Defendants are responsible for the occurrences and injuries to Plaintiff as
12 herein alleged. Each reference in this Complaint to "Defendant," "Defendants," or a
13 specifically named Defendant refers to, and includes all Defendants sued under fictitious
14 names.

15 6. Plaintiff is informed, believes, and thereon alleges, that, at all times herein
16 mentioned, each of the Defendants sued herein were the agents and employees of each of the
17 remaining Defendants and were at all times acting within the purpose and scope of such
18 agency and employment.

19 7. Plaintiff is informed, believes, and thereon alleges, that HENEKS is the owner
20 and/or director and/or officer of PEGGY DAY and acted on behalf of PEGGY DAY at all
21 times relevant to this Complaint. Accordingly, HENEKS is individually liable for the damages
22 alleged in this action pursuant to Labor Code § 558.1 during all time periods said statute was
23 legally operative.

24 8. During the period of Plaintiff's employment, Defendants conducted their
25 businesses in association with each another and shared control over the wages, hours and
26 working conditions of Plaintiff.

27 9. At all relevant times, Defendants were the "employers" of Plaintiff within the
28 meaning of all applicable state laws and statutes.

1 10. From approximately September 2021 until approximately April 2022, Plaintiff
2 was employed and worked for Defendants as a non-exempt, hourly-paid employee in
3 Defendants' home care business.

4 11. Defendants required Plaintiff and other Aggrieved Employees to work at
5 multiple locations on the same day but failed to compensate Plaintiff and other Aggrieved
6 Employees for the time spent traveling between these multiple job locations on the same
7 workday. Plaintiff was required to clock out of her timekeeping system after finishing her first
8 job, then drive directly to the next location, and clock back in only after arriving at the next
9 job. Thus, Defendants implemented an illegal policy of failing to compensate Plaintiff and
10 other Aggrieved Employees for this compensable work time spent traveling between multiple
11 work locations in the same workday.

12 12. Defendants also implemented an illegal rounding policy that was not neutral and
13 systematically resulted in the underpayment of wages to Plaintiff and other Aggrieved
14 Employees.

15 13. Defendants paid non-discretionary bonuses to Plaintiff and the other Aggrieved
16 Employees, but failed to factor these non-discretionary bonuses into the regular rate of pay for
17 purposes of calculating overtime.

18 14. Defendants misclassified Plaintiff and the other Aggrieved Employees as
19 "caregivers or personal attendants" and paid them overtime only after 9 hours of work per day
20 instead of 8 hours of work per day. Defendants further relied on this misclassification to deny
21 Plaintiff and other Aggrieved Employees meal and rest periods.

22 15. Despite Defendants' misclassification of Plaintiff and other Aggrieved
23 Employees as "caregivers or personal attendants", the vast majority of Plaintiff and other
24 Aggrieved Employees' work-related duties – far in excess of 20% – fell outside the scope of
25 the caregiver/personal attendant role. Plaintiff and other Aggrieved Employees were required
26 to perform primarily non-caregiving/non-personal attendant duties, including but not limited to
27 housecleaning, laundry, and cooking. As a result of this misclassification, Plaintiff and other
28

1 Aggrieved Employees were deprived of overtime after 8 hours per day and were denied the
2 meal and rest periods to which they were legally entitled.

3 16. Even if, *arguendo*, some of Defendants' employees were correctly classified,
4 and thus were entitled to overtime only after 9 hours of work per day, Defendants still failed to
5 record all hours worked and failed to pay overtime owed when they worked more than 9 hours
6 per day. On days in which Defendants' employees worked more than 9 hours per day and were
7 not compensated for time spent traveling between job locations, Defendants' failure to
8 compensate them for this travel time deprived them of overtime pay due and owing.

9 17. Plaintiff and other Aggrieved Employees performed significant housekeeping
10 duties, which exceeded 20% of their work responsibilities. As such, Plaintiff and other
11 Aggrieved Employees were entitled to receive meal and rest breaks but were not provided any
12 of the meal or rest breaks to which they were entitled.

13 18. Defendants required Plaintiff and other Aggrieved Employees to utilize their
14 own personal vehicles to drive between job locations, and their own personal cellphones to
15 record their work hours. Defendants' reimbursements for mileage were not reflective of the
16 true mileage driven, thus failing to fully compensate Plaintiff and other Aggrieved Employees
17 for the use of their personal vehicles. In addition, Defendants failed to reimburse Plaintiff and
18 other Aggrieved Employees for use of their personal cellphones.

19 19. Defendants failed to provide Plaintiff and other Aggrieved Employees with
20 accurate itemized paystubs. Plaintiff and other Aggrieved Employees' paystubs did not reflect
21 all hours worked and the pay rates itemized were inaccurate. Plaintiff and other Aggrieved
22 Employees should have been paid overtime after 8 hours of work per day but were
23 compensated overtime only after 9 hours of work per day. Moreover, Plaintiff and other
24 Aggrieved Employees' paystubs did not reflect the correct overtime rate, as Defendants failed
25 to factor Plaintiff and other Aggrieved Employees' non-discretionary bonus payments into
26 their regular rate of pay for purposes of calculating overtime. Defendants also failed to pay
27 meal and rest period premiums to Plaintiff and the other Aggrieved Employees despite failing
28 to provide Plaintiff and the other Aggrieved Employees with the meal and rest periods to

1 which they were entitled. Further, Defendants issued Plaintiff a final paystub in which Plaintiff
2 was compensated at the incorrect hourly rate of \$15 per hour, instead of her regular hourly rate
3 of \$20 per hour and Defendants failed to compensate Plaintiff for all hours that she had
4 worked.

5 20. Defendants also failed to pay Plaintiff and the other Aggrieved Employees all of
6 the wages they were due upon their separation from Defendants' employment, including but
7 not limited to minimum wages, overtime, and meal and rest period premiums. Because of
8 Defendants' failure to pay all wages due at separation, Defendants had a continuing obligation
9 to pay ongoing wages for 30 days as a penalty. During the 30 days after the end of Plaintiff's
10 employment, Defendants failed to pay Plaintiff the ongoing wages penalty to which she was
11 entitled.

12 21. On or about April 5, 2022, Plaintiff was experiencing extreme pain in her groin
13 area and debilitating migraines during her shift. Plaintiff called her manager Francesca and
14 advised her that she was in extreme pain, and that she needed to visit a doctor. Plaintiff visited
15 her doctor who diagnosed an abscess and prescribed Plaintiff antibiotics. The following day,
16 Plaintiff returned to work.

17 22. On or about April 12, 2022, during her shift Plaintiff again began experiencing
18 extreme pain in her groin area. Plaintiff called her manager Francesca and advised her that she
19 was experiencing severe pain and needed to visit the doctor immediately. Plaintiff left work
20 and went to the doctor.

21 23. Plaintiff's doctor recommended that Plaintiff undergo a surgical incision and
22 drainage procedure to remove the abscess. Plaintiff underwent the procedure and Plaintiff's
23 doctor issued her a doctor's note placing her on a medical leave of absence from April 12,
24 2022, until April 15, 2022.

25 24. Later that day, Plaintiff called her manager Francesca to inform her that she had
26 been placed on a medical leave of absence. Francesca did not answer the call, therefore
27 Plaintiff left her a voicemail. After arriving home, Plaintiff emailed her doctor's note to
28 Francesca informing her that Plaintiff's doctor had placed her on a medical leave of absence.

1 25. On or about April 14, 2022, while out on medical leave, Plaintiff began
2 experiencing discomfort at the site of the incision. Plaintiff visited the doctor who diagnosed
3 her with an infection in the region at which she had undergone the surgical procedure.
4 Plaintiff's doctor instructed her to return the following day for a follow-up appointment.

5 26. The following morning, on April 15, 2022, Plaintiff returned to the doctor for
6 her follow up appointment.

7 27. Later that day, on April 15, 2022, Defendants sent a text to Plaintiff informing
8 her of open shift availability. Despite being in pain, Plaintiff responded advising Defendants
9 that she was available to work that shift scheduled for later that day.

10 28. Defendants replied by accusing Plaintiff of taking unauthorized time off of work
11 and failing to provide medical documentation. Plaintiff responded that she had a medical
12 emergency and had still both called and provided medical documentation.

13 29. Defendants then texted Plaintiff confirming that they had received Plaintiff's
14 email with the subject line "sick" but accused Plaintiff of failing to call about her medical
15 condition and falsely accused Plaintiff of blocking their telephone number. Plaintiff again
16 responded that she had notified Defendants of her medical emergency both over the phone and
17 by sending her doctor's note via email.

18 30. Defendants refused to allow Plaintiff to return to work, and instead informed
19 Plaintiff that she must attend Defendants' offices for a meeting before she could be assigned
20 any further shifts.

21 31. On April 19, 2022, Plaintiff attended the scheduled meeting at Defendants'
22 offices. Plaintiff again informed Defendants that she had undergone a surgical procedure, had
23 been out due to complications, that she had medical notes for the leave, and that she had called
24 and provided Defendants with the medical documentation placing her on leave. Defendants
25 ignored Plaintiff's explanation, and instead handed her a termination letter stating that Plaintiff
26 was fired "due to reoccurring problems."

27 32. Defendants failed to pay Plaintiff all regular wages, minimum wages, and
28 overtime wages owed; failed to provide Plaintiff with legally mandated meal periods; failed to

1 authorize and permit Plaintiff to take rest periods; failed to reimburse Plaintiff for necessary
 2 business expenses she incurred in the discharge of her work-related duties, failed to provide
 3 Plaintiff with itemized accurate wage statements; failed to pay all wages owed to Plaintiff upon
 4 termination of her employment; subjected Plaintiff to retaliation for using accrued sick days,
 5 discriminated against Plaintiff due to her disability, failed to provide Plaintiff a reasonable
 6 accommodation, failed to engage in the interactive process, retaliated against Plaintiff for
 7 engaging in protected activity, wrongfully terminated Plaintiff in violation of public policy;
 8 and intentionally inflicted emotional distress upon Plaintiff.

9 33. At all times relevant to this action, Defendants were the joint employers of
 10 Plaintiff and are accordingly jointly and severally liable for all wages, restitution, penalties and
 11 attorney's fees and costs owed to Plaintiff.

12 **JURISDICTION AND VENUE**

13 34. Pursuant to Article VI, §10 of the California Constitution, subject matter
 14 jurisdiction is proper in the Superior Court of California, County of Monterey, State of
 15 California.

16 35. Pursuant to §§395 and 395.5 of the California Code of Civil Procedure, venue is
 17 proper in the Superior Court of California for the County of Monterey, State of California,
 18 because this is where Plaintiff was employed, it is where the wrongful misconduct alleged
 19 occurred, and it is where Defendants do business.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY REGULAR AND MINIMUM WAGES**

22 **[Cal. Labor Code §§ 1194, 1197, 558.1, and IWC Wage Order 15]**

23 **(Against All Defendants)**

24 36. Plaintiff re-alleges and incorporates into this cause of action each of the
 25 preceding paragraphs.

26 37. During Plaintiff's employment with Defendants, Plaintiff was required,
 27 suffered, and permitted to work regular and overtime hours by Defendants.
 28

38. Defendants failed to accurately record the actual hours worked by Plaintiff on each date Plaintiff performed work for Defendants.

39. Defendants failed to compensate Plaintiff at the applicable minimum wage rate for all hours Plaintiff worked.

40. Defendants failed to compensate Plaintiff at her regular rate of pay for all hours worked.

41. Based upon the days and hours Plaintiff worked during said time period, Defendants, and each of them, are liable to Plaintiff for unpaid minimum and regular wages.

42. In addition, pursuant to Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid.

43. In addition, Defendants are liable to Plaintiff for reasonable attorney's fees, which are hereby demanded, in an amount to be proven according to law.

44. In addition, Defendants are liable to Plaintiff for costs of suit.

45. HENEKS, while acting as owner, officer, director and/or managing agent of PEGGY DAY caused said corporation to violate provisions of California Industrial Welfare Commission Wage Order 15 as well as California Labor Code § 1194 with respect to Plaintiff. Therefore, pursuant to Labor Code § 558.1, HENEKS is jointly and severally liable along with PEGGY DAY for unpaid regular and minimum wages, liquidated damages, attorney's fees, prejudgment interest and costs, pursuant to California Labor Code § 1194.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

[Cal. Labor Code §§ 510; 1194; 558.1, and IWC Wage Order 15]

(Against All Defendants)

46. Plaintiff re-alleges and incorporates into this cause of action each of the preceding paragraphs.

47. During Plaintiff's employment with Defendants, Plaintiff was required, suffered, and permitted to work overtime hours by Defendants.

1 48. Based upon the days and hours Plaintiff worked during said time period,
2 pursuant to California Labor Code §§ 1194, and 510 Defendants, and each of them, did not pay
3 Plaintiff all overtime wages owed and are liable to Plaintiff for unpaid overtime compensation.

4 49. Pursuant to Labor Code § 204, Plaintiff was entitled to receive all wages owing,
5 on designated days, no less frequently than twice a month. Because Defendants failed timely to
6 pay Plaintiff all compensation legally owing, including overtime compensation, Defendants are
7 liable for prejudgment interest in an amount to be proven at trial.

8 50. In addition, Defendants are liable to Plaintiff for reasonable attorney's fees,
9 which are hereby demanded, in an amount to be proven according to law.

10 51. In addition, Defendants are liable to Plaintiff for costs of suit.

11 52. HENEKS, while acting as owner, officer, director and/or managing agent of
12 PEGGY DAY, caused said corporation to violate provisions of California Industrial Welfare
13 Commission Wage Order 15 as well as California Labor Code §§ 1194, and 510 with respect to
14 Plaintiff. Therefore, pursuant to Labor Code § 558.1, HENEKS, is jointly and severally liable
15 along with PEGGY DAY for unpaid overtime wages, attorney's fees, prejudgment interest and
16 costs, pursuant to California Labor Code §§ 1194, and 510.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PROVIDE MEAL PERIODS**

19 **[Cal. Labor Code §§ 226.7, 512, 558.1, and IWC Wage Order 15]**

20 **(Against All Defendants)**

21 53. Plaintiff re-alleges and incorporates into this cause of action each of the
22 preceding paragraphs.

23 54. Pursuant to Labor Code § 512, Labor Code § 226.7, and California Industrial
24 Welfare Commission Wage Order 15, Plaintiff was, each workday, entitled to one off-duty
25 meal period (no less than 30 minutes in duration) for every work period exceeding 5 hours.

26 55. Plaintiff was entitled to a first meal period no later than the end of her fifth hour
27 of work, and a second meal period no later than the end of her tenth hour of work.

1 56. Despite Plaintiff's duties consisting of more than 20% housekeeping work,
2 Plaintiff was misclassified as a personal attendant and was not provided meal periods.

3 57. Defendants failed to pay Plaintiff one extra hour of pay for each day Plaintiff
4 did not receive all legally required meal periods.

5 58. As a result, Defendants, and each of them, are liable for unpaid compensation
6 pursuant to California Labor Code § 226.7(b).

7 59. Because Defendants failed to timely pay Plaintiff all compensation legally
8 owing, including compensation for meal periods not received, Defendants are liable for
9 prejudgment interest in an amount to be proven at trial.

10 60. HENEKS, while acting as owner, officer, director and/or managing agent of
11 PEGGY DAY caused said corporation to violate provisions of California Industrial Welfare
12 Commission Wage Order 15 as well as California Labor Code §§ 512 and 226.7 with respect to
13 Plaintiff. Therefore, pursuant to Labor Code § 558.1, HENEKS is jointly and severally liable
14 along with PEGGY DAY for meal period premium pay, damages, prejudgment interest and
15 costs, pursuant to California Labor Code §§ 512 and 226.7.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

18 **[Cal. Labor Code §§ 226.7, 558.1, and IWC Wage Order 15]**

19 **(Against All Defendants)**

20 61. Plaintiff re-alleges and incorporates into this cause of action each of the
21 preceding paragraphs.

22 62. Pursuant to Labor Code § 226.7, and California Industrial Welfare Commission
23 Wage Order 15, Plaintiff was, each workday, entitled to one off-duty rest period (no less than
24 10 minutes in duration) for every 4 hours worked, or major fraction thereof. Defendants, and
25 each of them, contrary to law, did not authorize and permit Plaintiff to take the off-duty rest
26 periods to which she was entitled and also did not pay Plaintiff one extra hour of pay for each
27 day that Plaintiff did not receive all legally required rest periods.

1 63. As a result, Defendants, and each of them, are liable for unpaid compensation
2 pursuant to Labor Code § 226.7(b).

3 64. Because Defendants failed timely to pay Plaintiff all compensation legally
4 owing, including compensation for rest periods not received, Defendants are liable for
5 prejudgment interest in an amount to be proven at trial.

6 65. HENEKS, while acting as owner, officer, director and/or managing agent of
7 PEGGY DAY caused said corporation to violate provisions of California Industrial Welfare
8 Commission Wage Order 15 as well as California Labor Code § 226.7 with respect to Plaintiff.
9 Therefore, pursuant to Labor Code § 558.1, HENEKS is jointly and severally liable along with
10 PEGGY DAY for rest period premium pay, damages, prejudgment interest and costs, pursuant
11 to California Labor Code §§ 512 and 226.7.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO INDEMNIFY OR REIMBURSE BUSINESS EXPENSES**

14 **[Cal. Labor Code §§ 2802, 2804 and IWC Wage Order 15]**

15 **(Against All Defendants)**

16 66. Plaintiff re-alleges and incorporates into this cause of action each of the
17 preceding paragraphs.

18 67. Pursuant to Labor Code § 2802(a), Plaintiff was entitled to indemnification or
19 reimbursement for “all necessary expenditures or losses incurred in direct consequence of the
20 discharge of his or her duties.”

21 68. Defendants systematically required Plaintiff to incur necessary business
22 expenses on Defendants’ behalf.

23 69. Defendants required Plaintiff to utilize her own personal vehicle to drive
24 between job locations in the same workday, and to utilize her own personal cellphone for work
25 related duties. Defendants’ reimbursements for mileage were not reflective of the true mileage
26 driven, and thus failed to fully compensate Plaintiff for the use of her personal vehicle. In
27 addition, Defendants failed to reimburse Plaintiff for use of her personal cellphone.

71. Defendants' conduct violates IWC Wage Order 15 and California Labor Code section 2802.

72. Plaintiff has suffered damages in amounts to be proven at trial and is entitled to all appropriate remedies provided by the California Labor Code and the Industrial Welfare Commission Wage Orders, including unpaid wages, liquidated damages, and civil penalties.

73. In addition, pursuant to Labor Code § 2802 (c), Defendants are liable to Plaintiff for reasonable attorney's fees and costs, which are hereby demanded, in an amount to be proven at trial.

74. HENEKS, while acting as owner, officer, director and/or managing agent of PEGGY DAY caused said corporation to violate provisions of California Industrial Welfare Commission Wage Order 15 as well as California Labor Code § 2802 with respect to Plaintiff. Therefore, pursuant to Labor Code § 558.1, HENEKS is jointly and severally liable along with PEGGY DAY for all expense reimbursements, damages, attorney's fees, prejudgment interest and costs, pursuant to California Labor Code §§ 512 and 226.7.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ITEMIZED ACCURATE WAGE STATEMENTS

[Cal. Labor Code §§ 226, 558.1, and IWC Wage Order 15]

(Against All Defendants)

75. Plaintiff re-alleges and incorporates into this cause of action each of the preceding paragraphs.

76. Defendants were obligated by California Labor Code § 226, and California Industrial Welfare Commission Wage Order 15, to keep accurate records of Plaintiff's days and hours worked and to provide Plaintiff, each time Plaintiff was paid, an accurate statement of (among other things), meal and rest period premium pay for meal and rest periods not provided, the total hours Plaintiff worked in the applicable pay period, and total gross wages earned. Each and every pay period, Defendants knowingly and intentionally failed to provide

1 Plaintiff with accurate wage statements. As a result, Plaintiff was denied the accurate wage
 2 statements to which Plaintiff was legally entitled and Plaintiff cannot promptly and easily
 3 determine the exact hours Plaintiff worked during each pay period. In addition, Plaintiff will
 4 incur costs attempting to obtain information which Defendants should have provided in
 5 accurate pay statements.

6 77. Accordingly, Plaintiff is entitled to the penalty specified in Labor Code §226(e)
 7 up to \$4,000.00.

8 78. In addition, Defendants are liable to Plaintiff for reasonable attorney's fees,
 9 costs, and interest, which are hereby demanded, in an amount to be proven according to law.

10 79. HENEKS, while acting as owner, officer, director and/or managing agent of
 11 PEGGY DAY, caused said corporation to violate provisions of California Industrial Welfare
 12 Commission Wage Order 15 as well as California Labor Code § 226 with respect to Plaintiff.
 13 Therefore, pursuant to Labor Code § 558.1, HENEKS is jointly and severally liable along with
 14 PEGGY DAY for penalties, attorney's fees, prejudgment interest and costs, pursuant to
 15 California Labor Code § 226.

16 **SEVENTH CAUSE OF ACTION**

17 **CONTINUING WAGES PENALTY**

18 **[Cal. Labor Code §§ 201, 202, 203, and 558.1]**

19 **(Against All Defendants)**

20 80. Plaintiff re-alleges and incorporates into this cause of action each of the
 21 preceding paragraphs.

22 81. Pursuant to Labor Code § 201 and § 202, upon termination of her employment,
 23 Plaintiff was entitled to receive timely payment of all earned wages, including regular wages,
 24 overtime compensation and compensation for meal and rest periods not received. Because
 25 Defendants failed to pay such wages, Plaintiff is entitled to continuing wages set forth in
 26 California Labor Code § 203.

27 82. HENEKS, while acting as owner, officer, director and/or managing agent of
 28 PEGGY DAY caused said corporation to violate provisions of California Industrial Welfare

1 Commission Wage Order 15 as well as California Labor Code §203 with respect to Plaintiff.
2 Therefore, pursuant to Labor Code § 558.1, HENEKS is jointly and severally liable along with
3 HENEKS for the continuing wages penalties, attorney's fees, prejudgment interest and costs,
4 pursuant to California Labor Code § 203.

5 **EIGHTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **[Cal. Bus. & Prof. Code §§ 17200-17208]**

8 **(Against All Defendants)**

9 83. Plaintiff re-alleges and incorporates into this cause of action each of the
10 preceding paragraphs.

11 84. Defendants, and each of them, are "persons" as defined by Business and
12 Professions Code § 17201.

13 85. By this cause of action, Plaintiff seeks to enforce important rights affecting the
14 public interest. Plaintiff sues for her own interests as a former employee of Defendants and as
15 a party harmed by Defendants' unfair business practices.

16 86. Plaintiff has suffered injuries-in-fact and have lost money as a result of
17 Defendants' unfair competition alleged herein.

18 87. Defendants have previously or continue to engage in unlawful, unfair, and/or
19 fraudulent business practices in violation of California Business and Professions Code
20 §17200, *et seq.*

21 88. Defendants, and each of them, have personally and intentionally participated
22 in, assisted, and/or conspired to commit these unlawful, unfair, and fraudulent business
23 practices.

24 89. Defendants, and each of them, have profited from these unlawful, unfair, and
25 fraudulent business practices at the expense of Plaintiff, at the expense of law-abiding
26 businesses, at the expense of Defendants' current and former employees, and at the expense of
27 the public.
28

1 90. As a direct and proximate result of Defendants' unfair and unlawful business
2 practices as alleged herein, Plaintiff has sustained injury and damages, including unpaid
3 minimum wages, unpaid overtime wages, unpaid meal and rest period premium pay, in an
4 amount to be established at trial.

5 91. Defendants, and each of them, should therefore be ordered to immediately
6 cease from engaging in the unlawful, unfair, and fraudulent conduct alleged herein and restore
7 as restitution to Plaintiff those amounts accrued during the relevant claim period, and not
8 otherwise awarded in connection with the previous causes of action, as follows:

- 9 a) Unpaid minimum wage compensation required by California law, in an amount
10 to be proven at trial;
- 11 b) Unpaid overtime compensation required by California law, in an amount to be
12 proven at trial;
- 13 c) Unpaid compensation for meal periods not received in accordance with
14 California law, in an amount to be proven at trial; and
- 15 d) Unpaid compensation for rest periods not received in accordance with
16 California law, in an amount to be proven at trial.

17 92. Plaintiff seeks restitution of all wages due from all Defendants in an amount to
18 be proven at trial, an injunction prohibiting Defendants from engaging in the unlawful, unfair,
19 and fraudulent conduct alleged herein, and attorneys fees, costs and interest.

20 **NINTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT 2004 ("PAGA")**

22 **[Violation of Cal. Labor Code § 2698, et seq.]**

23 **(On Behalf of Plaintiff and all Aggrieved Employees,**

24 **Against All Defendants)**

25 93. Plaintiff re-alleges and incorporates into this cause of action each of the
26 preceding paragraphs.

27 94. The Private Attorneys General Act 2004 (California Labor Code §§ 2698, et
28 seq.) ("PAGA") expressly establishes that any provision of the California Labor Code which

1 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 a violation of the
3 California Labor Code, may be recovered through a civil action brought by an aggrieved
4 employee on behalf of herself or himself, and other current or former employees.

5 95. As reflected in Plaintiff's notice to the LWDA, filed on June 16, 2022, the
6 "Aggrieved Employees" are all of Defendants current and former hourly-paid employees in
7 California, who worked for Defendants at any time beginning one year from the filing of
8 Plaintiff's LWDA notice.

9 96. Plaintiff and the other Aggrieved Employees are "aggrieved employees" as
10 defined by California Labor Code section 2699(c), in that they are all current or former
11 employees of Defendants, and one or more of the alleged violations were committed against
12 them.

13 97. Pursuant to California Labor Code section 2699, Plaintiff, in a representative
14 capacity on behalf of all Aggrieved Employees, requests and is entitled to recover from
15 Defendants and each of them, civil penalties according to proof, interest, attorneys' fees and
16 costs.

17 98. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties
18 recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%)
19 to the Labor and Workforce Development Agency for the enforcement of labor laws and
20 education of employers and employees about their rights and responsibilities and twenty-five
21 percent (25%) to the aggrieved employees.

22 99. As described in greater detail *supra*, at all times relevant to this action,
23 Defendants devised, formulated, implemented, and enforced, the following policies and
24 procedures in violation of California Law, including but not limited to the provisions of the
25 California Labor Code and Industrial Welfare Commission ("IWC") Wage Order 15, which
26 give rise to PAGA civil penalties under California Labor Code § 2698, *et seq.*:

27 **Civil Penalties for Failure to Pay Minimum Wages**
28

1 100. Through their policies and practices, Defendants failed to pay Plaintiff and the
2 other Aggrieved Employees at least the applicable minimum wage for all hours, in violation of
3 Labor Code §§ 1194, 1197, 1191.1, and 1199, and IWC Wage Order 15.

4 **Civil Penalties for Failure to Pay Overtime**

5 101. While employed by Defendants, Plaintiff and the other Aggrieved Employees
6 were required, suffered and permitted to work overtime hours.

7 102. Through their policies and practices, Defendants failed to pay Plaintiff and the
8 other Aggrieved Employees overtime pay, in violation of Labor Code §§510, 1194, 1198, and
9 IWC Wage Order 15.

10 **Civil Penalties for Failure to Provide Meal Periods**

11 103. Through their policies and practices, Defendants failed to provide Plaintiff and
12 the other Aggrieved Employees with legally compliant meal periods, in violation of Labor
13 Code §§226.7, 512, and IWC Wage Order 15.

14 **Civil Penalties for Failure to Authorize and Permit Rest Periods**

15 104. Through their policies and practices, Defendants failed to authorize and permit
16 Plaintiff and the other Aggrieved Employees to take legally compliant rest periods, in violation
17 of Labor Code §§226.7, and IWC Wage Order 15.

18 **Civil Penalties for Failure to Indemnify or Reimburse Business Expenses**

19 105. Through their policies and practices, Defendants failed to indemnify or
20 reimburse Plaintiff and the other Aggrieved Employees for necessary business expenses
21 incurred in the discharge of their work duties, in violation of Labor Code §2802, and IWC
22 Wage Order 15.

23 **Civil Penalties for Failure to Provide Compliant Wage Statements**

24 106. Through their policies and practices, Defendants failed to provide Plaintiff and
25 the other Aggrieved Employees accurate itemized wage statements in violation of California
26 Labor Code section 226.

27 **Civil Penalties for Failure to Timely Pay Wages Upon Separation**

1 107. Through their policies and practices, Defendants failed to timely pay Plaintiff
2 and the other Aggrieved Employees all wages due upon separation from their employment in
3 violation of California Labor Code sections 201, 202, and 203.

4 108. Further, even though Defendants failed to timely pay employees all wages due
5 upon separation, Defendants also failed to pay Plaintiff and the other Aggrieved Employees
6 continuing wages under Labor Code section 203.

7 **Civil Penalties for Failure to Timely Pay Wages During Employment**

8 109. Through their policies and practices, Defendants intentionally and willfully
9 failed to pay Plaintiff and the other Aggrieved Employees all wages due to them within the
10 specific pay periods required under California Labor Code section 204.

11 110. For example, in violation of Labor Code section 204(b)(1), Defendants did not
12 pay overtime pay “no later than the payday for the next regular payroll period.”

13 **Civil Penalties for Failure to Keep Complete and Accurate Payroll Records**

14 111. Through their policies and practices, Defendants failed to keep complete and
15 accurate payroll records in violation of California Labor Code section 1174(d). Among other
16 violations, Defendants failed to record payment of meal period premium pay for Plaintiff and
17 the other Aggrieved Employees.

18 **Civil Penalties for Violations of IWC Wage Order 15**

19 112. Labor Code section 1199(c) makes it a misdemeanor, punishable by monetary
20 fine, for employers that, among other things, violate the provisions of the IWC Wage Orders.
21 As described herein, Defendant violated the Wage Order 15 in many respects, including
22 without limitation the failure to pay overtime, the failure to provide legally compliant meal
23 periods, and the failure to reimburse business expenses.

24 **Exhaustion of Administrative Remedies under PAGA**

25 113. On or about June 16, 2022, pursuant to Labor Code § 2699.3, Plaintiff filed
26 notice with California’s Labor and Workforce Development Agency (“LWDA”) and posted by
27 certified mail to Defendants notice of the specific provisions of the Labor Code that have been
28 violated, including the facts and theories to support the violations.

121. Plaintiff has suffered damages in amounts to be proven at trial and is entitled to all appropriate remedies provided by the California Labor Code, including injunctive relief, restitution of unpaid wages, civil penalties.

122. In addition, Defendants are liable to Plaintiff for reasonable attorney's fees and costs, which are hereby demanded, in an amount to be proven at trial.

ELEVENTH CAUSE OF ACTION

DISABILITY DISCRIMINATION

[Cal. Gov't Code § 12940(a)]

(Against All Defendants)

123. Plaintiff re-alleges and incorporates into this cause of action each of the preceding paragraphs.

124. The California Fair Employment and Housing Act ("FEHA") prohibits an employer from discriminating against an employee on the basis of characteristics including sex, physical disability, or medical conditions. Cal. Gov. Code § 12940(a).

125. A "disability" under the FEHA is to be "broadly construed." 2 Cal. Code Reg. § 11065(d). The regulations defining disability specifically include a "disorder or condition" that affects one or more body systems including "neurological; immunological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; circulatory; skin; and endocrine; and" and "limits a major life activity." 2 Cal. Code Reg. § 11065(d)(2)(A)-(B).

126. Plaintiff's condition meet those criteria for a "disability" under FEHA.

127. Defendants knew that Plaintiff had a disability, knew that Plaintiff needed leave for her disability, and terminated Plaintiff because of it.

128. As a direct and proximate result of Defendants' unlawful discrimination against Plaintiff, Plaintiff has suffered and continues to suffer damages, including without limitation, past and future lost income and employment benefits, emotional distress, anxiety, humiliation, and other mental and physical suffering.

129. Plaintiff has been forced to hire attorneys to prosecute her claims herein, and

1 has incurred and will continue to incur attorney's fees and litigation costs. Plaintiff is entitled
2 to recover such fees and costs pursuant to Government Code § 12965(b).

3 130. As alleged herein, Defendants' conduct was outrageous and willful, and
4 Defendants acted towards Plaintiff with malice, oppression, fraud, and with reckless and
5 conscious disregard for Plaintiff's rights and for her physical and mental health. Such unlawful
6 actions were taken by and/or ratified by Defendants' managing agents. Accordingly, Plaintiff
7 is entitled to an award of punitive damages.

8 131. Plaintiff exhausted her administrative remedies by timely filing a discrimination
9 complaint with the California Department of Fair Employment and Housing. Plaintiff obtained
10 a Right to Sue on September 30, 2022.

11 **TWELTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS**

13 **[Cal. Gov't Code § 12940(m)]**

14 **(Against All Defendants)**

15 132. Plaintiff re-alleges and incorporates into this cause of action each of the
16 preceding paragraphs.

17 133. The FEHA makes it unlawful for an employer to fail to make reasonable
18 accommodations for an employee with a known physical condition/disability. Cal. Gov. Code
19 § 12940(m).

20 134. As alleged herein, Plaintiff informed Defendants that she had undergone a
21 surgical procedure due to her medical condition and had been placed on a short medical leave
22 of absence to recover.

23 135. Defendants failed to accommodate Plaintiff's condition, even though Plaintiff
24 had requested an accommodation that was clearly reasonable – a short leave of absence to seek
25 medical treatment and to recover from same.

26 136. Given the number of employees that Defendants have, Defendants would have
27 had little difficulty covering Plaintiff's job duties while she was on a short leave of absence.
28 Plaintiff's request for a short leave of absence clearly would not have imposed an undue

1 burden on Defendants.

2 137. Rather than accommodate Plaintiff's condition or make any attempt to engage in
3 a good-faith interactive process, Defendants terminated Plaintiff's employment. Defendants
4 failed to consider Plaintiff's requested medical leave as a reasonable accommodation for her
5 disability.

6 138. As a direct and proximate result of Defendants' unlawful failure to
7 accommodate Plaintiff, Plaintiff has suffered and continues to suffer damages, including
8 without limitation, past and future lost income and employment benefits, emotional distress,
9 anxiety, humiliation, and other mental and physical suffering.

10 139. Plaintiff has been forced to hire attorneys to prosecute her claims herein, and
11 has incurred and will continue to incur attorney's fees and litigation costs. Plaintiff is entitled
12 to recover such fees and costs pursuant to Government Code § 12965(b).

13 140. As alleged herein, Defendants' conduct was outrageous and willful, and
14 Defendants acted towards Plaintiff with malice, oppression, fraud and with reckless and
15 conscious disregard for Plaintiff's rights and for her physical and mental health. Such unlawful
16 actions were taken by and/or ratified by Defendants' managing agents. Accordingly, Plaintiff
17 is entitled to an award of punitive damages.

18 141. Plaintiff exhausted her administrative remedies by timely filing a discrimination
19 complaint with the California Department of Fair Employment and Housing. Plaintiff obtained
20 a Right to Sue on September 30, 2022.

21 **THIRTEENTH CAUSE OF ACTION**

22 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**

23 **[Cal. Gov't Code § 12940(n)]**

24 **(Against All Defendants)**

25 142. Plaintiff re-alleges and incorporates into this cause of action each of the
26 preceding paragraphs.

27 143. The FEHA makes it unlawful for an employer to fail to engage in a timely good-
28 faith interactive process to assess whether accommodations could be made for an employee

1 with a physical condition/disability/medical condition. Cal. Gov. Code § 12940(n).

2 144. As alleged herein, Plaintiff informed Defendants that Plaintiff informed
3 Defendants that she had undergone a surgical procedure due to her medical condition and had
4 been placed on medical leave of absence. Plaintiff had a physical condition that required
5 medical treatment and she requested treatment and medical leaves as accommodations. These
6 plainly constituted requests for accommodations under the FEHA.

7 145. Defendants did not grant Plaintiff's request for an accommodation and also did
8 not engage in the interactive process with Plaintiff.

9 146. Plaintiff was willing to participate in a good faith interactive process regarding
10 necessary accommodations but was deprived of the opportunity to do so.

11 147. Rather than accommodate Plaintiff's condition or make any attempt to engage in
12 a good faith interactive process, Defendants terminated Plaintiff's employment.

13 148. As a direct and proximate result of Defendants' unlawful failure to engage in the
14 good faith interactive process with her, Plaintiff has suffered and continues to suffer damages,
15 including without limitation, past and future lost income and employment benefits, emotional
16 distress, anxiety, humiliation, and other mental and physical suffering.

17 149. Plaintiff has been forced to hire attorneys to prosecute her claims herein, and
18 has incurred and will continue to incur attorney's fees and litigation costs. Plaintiff is entitled
19 to recover such fees and costs pursuant to Government Code § 12965(b).

20 150. As alleged herein, Defendants' conduct was outrageous and willful, and
21 Defendants acted towards Plaintiff with malice, oppression, fraud and with reckless and
22 conscious disregard for Plaintiff's rights and for her physical and mental health. Such unlawful
23 actions were taken by and/or ratified by Defendants' managing agents. Accordingly, Plaintiff
24 is entitled to an award of punitive damages.

25 151. Plaintiff exhausted her administrative remedies by timely filing a discrimination
26 complaint with the California Department of Fair Employment and Housing. Plaintiff obtained
27 a Right to Sue on September 30, 2022.

28

FOURTEENTH CAUSE OF ACTION**RETALIATION FOR ENGAGING IN PROTECTED ACTIVITY****[Cal. Gov't Code § 12940(h)]****(Against All Defendants)**

152. Plaintiff re-alleges and incorporates into this cause of action each of the preceding paragraphs.

153. The FEHA provides that it is an unlawful employment practice to terminate or otherwise discriminate against an employee for engaging in a protected activity. Cal. Gov. Code § 12940(h).

154. Plaintiff engaged in plainly protected activities, including taking time off work in order to undergo a surgical procedure and recover from her condition, and requesting a medical leave as an accommodation.

155. Plaintiff's disability and requests for accommodation were motivating reasons for her termination by Defendants.

156. As a direct and proximate result of Defendants' unlawful retaliation against Plaintiff, Plaintiff has suffered and continued to suffer damages, including without limitation, past and future lost income and employment benefits, emotional distress, anxiety, humiliation, and other mental and physical suffering.

157. Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and will continue to incur attorney's fees and litigation costs. Plaintiff is entitled to recover such fees and costs pursuant to Government Code § 12965(b).

158. As alleged herein, Defendants' conduct was outrageous and willful, and Defendants acted towards Plaintiff with malice, oppression, fraud and with reckless and conscious disregard for Plaintiff's rights and for her physical and mental health. Such unlawful actions were taken by and/or ratified by Defendants' managing agents. Accordingly, Plaintiff is entitled to an award of punitive damages.

1 159. Plaintiff exhausted her administrative remedies by timely filing a discrimination
2 complaint with the California Department of Fair Employment and Housing. Plaintiff obtained
3 a Right to Sue on September 30, 2022.

4 **FIFTEENTH CAUSE OF ACTION**

5 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

6 **(Against All Defendants)**

7 160. Plaintiff re-alleges and incorporates into this cause of action each of the
8 preceding paragraphs.

9 161. A California employee may bring a cause of action for wrongful termination in
10 violation of public policy if an employer discharges her for a reason that violates fundamental
11 public policy. *See Tameny v. Atlantic Richfield Co.*, 27 Cal.3d 167, 170 (1980) (“when an
12 employer’s discharge of an employee violates fundamental principles of public policy, the
13 discharged employee may maintain a tort action and recover damages traditionally available in
14 such actions.”).

15 162. The provisions of the California Labor Code and the IWC Wage Orders
16 constitute fundamental public policy.

17 163. Defendants wrongfully terminated Plaintiff because Plaintiff took medical leave
18 in order to undergo a surgical procedure for her medical condition and because Plaintiff
19 requested medical leave to recover.

20 164. As a direct and proximate result of Defendants’ wrongful termination of
21 Plaintiff, Plaintiff has suffered and continued to suffer damages, including without limitation,
22 past and future lost income, emotional distress, anxiety, humiliation, and other mental and
23 physical suffering.

24 165. Defendants’ wrongful termination of Plaintiff was a substantial factor in causing
25 this harm to Plaintiff.

26 166. As alleged herein, Defendants’ conduct was outrageous and willful, and
27 Defendants acted towards Plaintiff with malice, oppression, fraud and with reckless and
28 conscious disregard for Plaintiff’s rights and for her physical and mental health. Such unlawful

1 actions were taken by and/or ratified by Defendants' managing agents, including HENEKS, the
2 owner of PEGGY DAY. Accordingly, Plaintiff is entitled to an award of punitive damages.

3 167. Plaintiff is permitted to recover her attorney's fees in connection with her
4 wrongful termination cause of action pursuant to Code of Civil Procedure §1021.5. Plaintiff's
5 action seeks to enforce an important right affecting the public interest, including the right to
6 take a medical leave of absence, and to be free from retaliation for taking medical leave.
7 Plaintiff's action seeks to confer a significant benefit, not only to herself, but to the public
8 and/or a large group of individuals. Further, the importance and the burden of private
9 enforcement of these rights makes an award of attorney's fees necessary and appropriate.

10 **SIXTEENTH CAUSE OF ACTION**

11 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

12 **(Against All Defendants)**

13 168. Plaintiff re-alleges and incorporates into this cause of action each of the
14 preceding paragraphs.

15 169. Defendants engaged in an unlawful, deceitful, and cruel scheme to terminate
16 Plaintiffs' employment for taking a medical leave of absence to recover from a surgical
17 procedure for her medical condition.

18 170. Defendants' actions were plainly retaliatory and targeted Plaintiff for attempting
19 to enforce her rights under California law. Defendants' actions inflicted, and continue to
20 inflict, severe emotional distress, including humiliation, anxiety, and depression.

21 171. Defendants' conduct, individually and through their managers and agents, was
22 intended to cause harm to Plaintiff and was carried on with conscious disregard of Plaintiff's
23 legal rights, physical and emotional health.

24 172. These actions, which were taken by and/or ratified by Defendants and their
25 managing agents, warrant an award of exemplary and punitive damages to Plaintiff.
26
27
28

PRAYER

WHEREFORE Plaintiff prays judgment be entered against Defendants, and each of them,
as follows:

ON THE FIRST CAUSE OF ACTION

1. For unpaid wage compensation pursuant to California Labor Code § 1194 in an amount to be proven at trial;
2. For liquidated damages equal to unpaid minimum wage pursuant to Labor Code 1194.2;
3. For attorneys fees, costs, and interest; and

ON THE SECOND CAUSE OF ACTION

4. For unpaid overtime compensation pursuant to California Labor Code § 1194 in an amount to be proven at trial;
5. For restitution of unpaid overtime compensation owing pursuant to California law in an amount to be proven at trial;
6. For attorneys fees, costs, and interest;

ON THE THIRD CAUSE OF ACTION

7. For compensation for meal periods not received pursuant to Labor Code § 226.7 in an amount to be proven at trial;
8. For restitution of unpaid compensation for meal periods not received pursuant to California law in an amount to be proven at trial;

ON THE FOURTH CAUSE OF ACTION

9. For compensation for rest periods not received pursuant to Labor Code § 226.7 in an amount to be proven at trial;
10. For restitution of unpaid compensation for rest periods not received pursuant to California law in an amount to be proven at trial;

ON THE FIFTH CAUSE OF ACTION

11. For damages equal to the unreimbursed business expenses owed pursuant to California Labor Code § 2802;

12. For attorneys' fees, costs, and interest;

ON THE SIXTH CAUSE OF ACTION

13. For the penalty specified in Labor Code § 226(e) in an amount to be proven at trial of \$4,000.00;

14. For attorneys' fees, costs, and interest;

ON THE SEVENTH CAUSE OF ACTION

15. For the penalty specified in Labor Code § 203 in an amount to be proven at trial;

ON THE EIGHTH CAUSE OF ACTION

16. For restitution of wages under Business & Professions Code §§ 17200, *et seq.*;

17. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business & Professions Code §§ 17200, *et seq.*; and

18. For attorneys' fees, costs, and interest;

ON THE NINTH CAUSE OF ACTION

19. For civil penalties, attorney's fees, and costs pursuant to California Labor Code sections 2698 *et seq.*; and

20. For such other and further relief as the court may deem just and proper.

ON THE TENTH CAUSE OF ACTION

21. For past and future wage loss;

22. For damages for emotional distress, pain, and suffering, according to proof;

23. For punitive damages, according to proof;

24. For pre- and post-judgment interest on the damages awarded; and

25. For attorney's fees and costs;

ON THE ELEVENTH CAUSE OF ACTION

26. For past and future wage loss;

27. For damages for emotional distress, pain, and suffering, according to proof;

28. For punitive damages, according to proof;

29. For pre- and post-judgment interest on the damages awarded; and

30. For attorney's fees and costs;

ON THE TWELTH CAUSE OF ACTION

31. For past and future wage loss;
32. For damages for emotional distress, pain, and suffering, according to proof;
33. For punitive damages, according to proof;
34. For pre- and post-judgment interest on the damages awarded; and
35. For attorney's fees and costs;

ON THE THIRTEENTH CAUSE OF ACTION

36. For past and future wage loss;
37. For damages for emotional distress, pain, and suffering, according to proof;
38. For punitive damages, according to proof;
39. For pre- and post-judgment interest on the damages awarded; and
40. For attorney's fees and costs;

ON THE FOURTEENTH CAUSE OF ACTION

1. For past and future wage loss;
2. For damages for emotional distress, pain, and suffering, according to proof;
3. For punitive damages, according to proof;
4. For pre- and post-judgment interest on the damages awarded; and
5. For attorney's fees and costs;

ON THE FIFTEENTH CAUSE OF ACTION

1. For past and future wage loss;
2. For damages for emotional distress, pain, and suffering, according to proof;
3. For punitive damages, according to proof;
4. For pre- and post-judgment interest on the damages awarded; and
5. For attorney's fees and costs;

ON THE SIXTEENTH CAUSE OF ACTION

1. For past and future wage loss;
2. For damages for emotional distress, pain, and suffering, according to proof;
3. For punitive damages, according to proof;

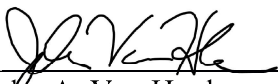
4. For pre- and post-judgment interest on the damages awarded; and
5. For attorney's fees and costs;

ON ALL CAUSES OF ACTION

6. For attorneys' fees, as allowable by statute;
7. For penalties, as allowable by statute;
8. For pre-judgment interest according to proof and as allowable by statute;
9. For costs of suit incurred; and
10. For such further relief as the Court deems proper.

Dated: October 3, 2022

VAN HOOK LAW FIRM
THE BYRNE LAW GROUP


John A. Van Hook
Adrian C. Byrne
Attorneys for Plaintiff, and all Aggrieved
Employees

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and the Aggrieved Employees, hereby demands a trial by a jury.

Dated: October 3, 2022

VAN HOOK LAW FIRM
THE BYRNE LAW GROUP


John A. Van Hook
Adrian C. Byrne
Attorneys for Plaintiff, and all Aggrieved
Employees