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

MICHAEL WEST

Plaintiff,

vs.

ISCO MACHINERY, INC.; DAVID
 ERLENDSSON; and DOES 1 to 25,
 inclusive,

Defendants.

CASE NO.: **22STCV34648**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 10) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 11) DISCRIMINATION ON THE BASIS OF PHYSICAL DISABILITY IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT ("FEHA");**
- 12) RETALIATION IN VIOLATION OF FEHA;**
- 13) FAILURE TO PREVENT DISCRIMINATION AND**

1) RETALIATION IN VIOLATION OF
2) FEHA;
3) 14) WRONGFUL TERMINATION IN
4) VIOLATION OF PUBLIC POLICY;
5) 15) VIOLATION OF BUSINESS AND
6) PROFESSIONS CODE SECTION
7) 17200

8) JURY TRIAL DEMANDED
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COMES NOW Plaintiff, MICHAEL WEST (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants ISCO MACHINERY, INC.; DAVID ERLENDSSON; and DOES 1 to 25, inclusive, do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant ISCO MACHINERY, INC. is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Defendant DAVID ERLENDSSON is an individual, who at all relevant times and on information and belief resided in the State of California. Plaintiff is informed and believes that DAVID ERLENDSSON was and is acting on behalf of and was the managing agent and owner of ISCO MACHINERY, INC. Plaintiff is informed and believes and thereon alleges that DAVID ERLENDSSON was involved in the day-to-day operations of the business, controlled

1 the wages, hours, and working conditions of Plaintiff and other similarly situated aggrieved
2 employees and is therefore being included in this complaint pursuant to California Labor Code
3 section 558.1. ISCO MACHINERY, INC. and DAVID ERLENDSSON are collectively
4 referred to herein as “ISCO” or “Defendant(s)”.

5 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
6 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
7 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
8 defendants, numbers 1 to 25, reside in the State of California and are in some manner
9 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
10 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
11 and capacities of these fictitiously named defendants.
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13 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
14 that information and belief, alleges that at all times herein mentioned, each of the remaining
15 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
16 under the authority of their agency, employment, or representative capacity, with the consent
17 of his/her codefendants.
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19 **GENERAL ALLEGATIONS**

20 7. Plaintiff started working for ISCO on or around September 2020 with his employment
21 ending on or around April 2022. During his employment tenure, Plaintiff was classified as an
22 hourly, non-exempt employee and earned \$25 per hour.

23 8. ISCO has committed numerous labor code violations against Plaintiff and other
24 similarly situated aggrieved employees.

25 9. ISCO has committed the below labor code violations against Plaintiff and other hourly,
26 non-exempt employees. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App.
27 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer,
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1 Securitas Security Services USA, Inc., an onsite security provider. After about a year of
2 employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim,
3 Huff specifically alleged violations to the Labor Code requiring immediate payment of wages
4 upon termination of employment and weekly payment of wages to temporary employees. The
5 trial court determined Huff was not a temporary employee, and therefore, lacked standing to
6 bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial
7 court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the
8 issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did
9 not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
10 PAGA representative to sue for violations that the representative has personally suffered. The
11 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
12 and others. The statute also states that an “aggrieved employee” is “any person who was
13 employed by the alleged violator and against whom one or more of the alleged violations was
14 committed.” Because at least one of the violations that Huff had alleged had affected him
15 personally, the Court of Appeal denied Securitas’ motion.

16 10. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
17 other employees, it allows for suits broader than the specific violations the named employee
18 experienced. Therefore, even if the employee did not personally experience the Labor Code
19 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
20 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
21 hourly, non-exempt employees, regardless of position or department.

22 11. ISCO did not provide Plaintiff and other similarly situated aggrieved employees with the
23 minimum wages to which they were entitled for all work performed and did not compensate him
24 and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and
25 1197.1. This is so because Plaintiff and others consistently worked “off the clock” in that the
26 company had a policy of rounding down hours to the detriment of employees who would not be
27 paid for all hours worked. Consequently, Plaintiff was not being paid for all hours worked and
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1 was not being paid the minimum wage for all hours worked. In addition, and to the extent that
2 Plaintiff performed work obligations during any alleged meal period, it would be akin to a
3 minimum wage violation since Plaintiff and others were not paid for all hour worked.

4 12. Pursuant to California Industrial Welfare Commission Order No. 4-2001/7-2001, Section
5 9(B), "When tools or equipment are required by the employer or are necessary to the
6 performance of a job, such tools and equipment shall be provided and maintained by the
7 employer, except that an employee whose wages are at least two (2) times the minimum wage
8 provided herein may be required to provide and maintain hand tools and equipment customarily
9 required by the trade or craft." ISCO unequivocally required its employees, including Plaintiff,
10 and others, to provide their own tools. The latter was company policy. As such, ISCO violated
11 the aforementioned IWC Wage Order(s) in that ISCO required its employees to provide and
12 maintain hand tools and equipment customarily required by the trade but did NOT compensate
13 these employees at least two (2) times the minimum wage, including Plaintiff.

14 13. Due to the above , including the "off the clock" work, ISCO also violated Labor Code
15 §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees overtime,
16 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
17 throughout their employment. This is so because ISCO did not factor in the "off the clock" hours
18 for purposes of overtime payment and also did pay the correct amount of overtime in that the
19 regular rate of pay for their employees was incorrect and not double the minimum wage. In
20 addition, any bonuses or incentive payments were not factored into the employees' regular rate
21 of pay for purposes of calculating the correct and accurate overtime rate of pay.

22 14. ISCO violated Labor Code §§ 512 and 226.7 along with the applicable Industrial Welfare
23 Commission Wage Order (no. 4 or 7) because it failed to provide Plaintiff and other similarly
24 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
25 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
26 periods. ISCO did not completely relieve Plaintiffs of all duties during said meal periods. ISCO
27 did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for
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1 each workday that one or more statutory meal periods was not provided. It was not part of the
2 company culture for employees such as Plaintiff and others to consistently receive a meal break
3 before the 5th hour worked and for the meal break to be at least 30-minutes and uninterrupted. It
4 was the normal practice and custom of ISCO not to authorize, permit, and enforce statutory meal
5 periods. As such, the environment and culture at ISCO was not conducive to receiving statutory
6 meal breaks under California law.

7 15. Similarly, ISCO violated Labor Code § 226.7 along with the applicable Industrial
8 Welfare Commission Wage Order (no. 4 or 7) because it failed to provide Plaintiff and other
9 similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or
10 majority portion thereof, throughout their employment. ISCO did not completely relieve
11 Plaintiff of all duty during said rest periods. ISCO did not pay to Plaintiff one additional hour
12 of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory
13 rest periods was not provided. Like the situation involving meal breaks, it was not company
14 policy and not part of the company culture for employees such as Plaintiff and others to timely,
15 uninterrupted rest breaks per day. As such, the culture at ISCO did not lend itself to the
16 employees receiving at least two timely and uninterrupted statutory breaks wherein they were
17 relieved of all work duties. It was the normal practice and custom of ISCO not to authorize,
18 permit, and enforce statutory rest periods.

19 16. Furthermore, during the relevant time period, and due to the violations as alleged above,
20 ISCO failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to
21 them within any time period specified by California Labor Code section 204. ISCO was also in
22 violation of California Labor Code section 226(a) by failing to include pertinent information on
23 the wage statements, including but not limited to, all hours worked, all hourly rates in effect,
24 overtime hours worked, gross wages earned, premium pay for missed meal and rest breaks, all
25 deductions, net wages earned, gross wages earned, all deductions, the correct name and address
26 of the employing entity, the start and end of the pay period, and reimbursement for business
27 expenses, among others. As such, ISCO did not provide Plaintiff and other similarly situated
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1 aggrieved employees with complete, accurate itemized wage statements during the PAGA
2 period.

3 17. ISCO violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
4 similarly situated aggrieved employees their earned and due wages upon separation of
5 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
6 These earned but unpaid wages include compensation for all hours worked, overtime
7 compensation, premium pay for missed meal and rest breaks, and business expense
8 reimbursement, among others.

9 18. During the relevant time period, ISCO also failed to keep accurate and complete payroll
10 records showing the hours worked by Plaintiff and other similarly situated aggrieved employees
11 (including when meal breaks were taken) as well as the correct wages paid to Plaintiff and other
12 aggrieved employees pursuant to California Labor Code sections 1174(d).

13 19. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related
14 expenses and costs that were not reimbursed by ISCO. These costs include, but are not limited
15 to, use of personal cell phones for work purposes, and reimbursement for use of personal hand
16 tools for work purposes in effectuating job duties. Accordingly, ISCO was in violation of
17 California Labor Code sections 2800 and 2802.

18 20. Moreover, Plaintiff would also have individual claims against ISCO pursuant to the Fair
19 Employment and Housing Act (FEHA) in that Plaintiff was discriminated against and retaliated
20 against due to his physical disabilities, which he had conveyed to management. After taking a
21 leave of absence due to health issues in December 2021, Plaintiff returned to the workplace in
22 April 2022.

23 21. When returning to work in April 2022, Plaintiff had an initial meeting with management
24 and was finally given a copy of the employee handbook for the first time in his employment
25 tenure. After that initial meeting, Plaintiff was sent out into the yard to do some work and was
26 called back a few hours later in order to receive his first written warning. Plaintiff was then sent
27 back out to the yard to continue to work and clocked out for lunch. He was thereafter not able
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1 to clock back in as he was waiting for the manager to come back. As such, Plaintiff worked “off
2 the clock” for about 30 minutes on a project. When the manager returned, Plaintiff was then
3 terminated. This happened all on the same day and on the day that Plaintiff returned to work
4 from leave for his medical issues, of which the company was well aware.

5 22. Plaintiff was discriminated against and retaliated against under FEHA for taking time off
6 due to his underlying health issues and physical disabilities.

7 **FIRST CAUSE OF ACTION**

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

9 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of
10 Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)**

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

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

14 24. At all times relevant herein, Defendants were required to compensate its employees for
15 all hours worked upon reporting for work at the appointed time stated by the employer
16 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
17 Title 8, Section 11040 and/or Industrial Welfare Commission Order 7-2001, California Code of
18 Regulations, Title 8, Section 11070.

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

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

24 27. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
25 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
26 this Court.

27 28. Defendants’ conduct described herein violates Labor Code Section 512, 558, 1194, and
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1 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
2 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
3 reasonable attorney's fees and costs of suit.

4 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
6 amount known to Plaintiff once he has obtained all of his payroll records from
7 Defendants.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

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

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

12 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

14 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
15 to suffer or permit a California employee to work without paying wages at the minimum wage
16 rate for all hours worked as required by the applicable Industrial Welfare Commission
17 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
18 8, Section 11040, subdivision 4 and/or Wage Order No. 7-2001, codified at California Code of
19 Regulations, Title 8, Section 11070, subdivision 4.

20 32. Pursuant to IWC Wage Order no. 4-2001 and/or 7-2001, subdivision 2(K), at all
21 relevant times, "hours worked" included "the time during which an employee is subject to the
22 control of an employer, and includes all the time the employee is suffered or permitted to work,
23 whether or not required to do so..."

24 33. During his employment, Plaintiff was regularly required as a matter of uniform
25 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
26 was paid less than the minimum wage rate by Defendants for hours worked in violation of
27 California Labor Code Section 1197 and the applicable California Industrial Wage
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1 Commission wage order(s).

2 34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
3 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
4 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
5 to believe that their acts or omissions were not contrary to California law.

6 35. For all hours worked by Plaintiff for which he was paid less than the minimum wage
7 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
8 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
9 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
10 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME**

16 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
17 **Regulations Title 8 Section 11040/11070)**

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

19 37. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

21 38. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
22 Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 7-2001,
23 California Code of Regulations, Title 8, Section 11070, for the period of Plaintiff's
24 employment, Defendants were required to compensate Plaintiff for all overtime, which is
25 calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of
26 eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for
27 hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on
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1 the seventh consecutive workday in a week.

2 39. Plaintiff was a non-exempt employee entitled to the protections of the California
3 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
4 Section 11040 and/or California Industrial Welfare Commission Order No. 7-2001, California
5 Code of Regulations, Title 8, Section 11070.

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

8 41. Plaintiff worked more than twelve (12) hours in a single workday.

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

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

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

14 45. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular
15 rate of pay for hours worked past twelve (12) in a day.

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

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

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

23 49. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
24 Regulations, Title 8, Sections 11040 and/or 11070 , Plaintiff is entitled to recover damages for
25 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
26 reasonable attorney's fees and costs of suit.

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

3 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

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

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

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

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

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

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

63. Under this cause of action, Plaintiff also prays for attorney's fees and costs under

1 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
2 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

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

6 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

16 68. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
17 informed, believes, and thereon alleges, that all times relevant during the liability period,
18 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
19 including overtime hours and the minimum wage as well as premiums for missed rest breaks
20 and meal breaks.

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

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

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1 employee a rest period in accordance with an applicable order of the Industrial
2 Welfare Commission, the employer shall pay the employee one (1) additional hour
3 of pay at employee's regular rate of compensation for each work day that the rest
4 period is not provided.

5 73. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
6 rest break after every four (4) hours of work or major fraction thereof, as required by California
7 law.

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

12 75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
13 fees as well as interest under Labor Code section 218.6.

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

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO GIVE MEAL BREAKS**

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

20 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

22 78. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 23 a. California Labor Code section 512(a), which requires that employees be given a 30-
24 minute uninterrupted meal break after five (5) hours of work, and a second
25 uninterrupted meal break after ten (10) hours of work;
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- 1 b. California Labor Code section 226.7, which states that (a) no employer shall require
2 any employee to work during any meal period mandated by an applicable order of
3 the Industrial Welfare Commission, and (b) if any employer fails to provide an
4 employee a meal period in accordance with an applicable order of the Industrial
5 Welfare Commission, the employer shall pay the employee one (1) additional hour
6 of pay at the employee's regular rate of compensation for each workday that the
7 meal period is not provided;
- 8
9 c. California Industrial Welfare Commission Order No. 4 and/or 7 section 11(B), as
10 codified under Title 8 of the California Code of Regulations Section 11040 and/or
11 11070, which state that if an employer fails to provide an employee a meal period in
12 accordance with the applicable provisions of the Wage Order, the employer shall
13 pay the employee one (1) hour of pay at the employee's regular rate of
14 compensation for each workday that the meal period is not provided;
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16 d. California Industrial Welfare Commission Wage Order No. 4 and/or 7 Section
17 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
18 11040 and/or 11070, which require an employer to maintain records documenting
19 its employees' meal periods;
- 20
21 e. California Industrial Welfare Commission wage order No. 4 and/or 7 Section
22 20(A), as codified under California Code of Regulations Section 11040 and/or
23 11070, which penalizes the employer \$50.00 for each initial violation, per
24 employee, of any provision of the Wage Order, and \$100.00 for each additional
25 violation thereafter per employee; and
- 26
27 f. California Labor Code section 1171 and 1173, which have given the California
28 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4

and/or 7) as enforceable law.

79. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or 11070 et seq., require that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040 and/or 11070 require that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each workday that the meal period is not given.

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

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

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

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Individual and Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802)

1 **(Against All Named Defendants and all DOE Defendants)**

2 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
3 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

4 84. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
5 Defendants of the specific violations of the California Labor Code that Defendants
6 and DOE defendants have violated and continue to violate.

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

9 86. Plaintiff therefore has exhausted all administrative remedies required of him under
10 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
11 cause of action and pursue penalties in a representative action for Defendants' violations of the
12 Labor Code.

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

19 88. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
20 violator and had one or more of the alleged violations committed against him, and therefore is
21 properly suited to represent the interests of other current and former employees, including all
22 hourly, non-exempt employees who worked for Defendants in the State of California during
23 the PAGA period at any of their locations in California.

24 89. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
25 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
26 violations of numerous provisions of the California Labor Code as alleged in this Complaint.
27
28

1 90. Plaintiff therefore has exhausted all administrative remedies required of him under
2 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
3 cause of action and pursue penalties in a representative action for Defendants' violations of the
4 Labor Code.

5 91. California Labor Code section 2699 et seq. imposes penalties upon culpable
6 Defendants for violating the Labor Code.

7 92. California Labor Code section 558 establishes a civil penalty as follows: Any
8 employer or other person action on behalf of an employer who violates, or causes to be
9 violated, a section of this chapter or any provision regulating hours and days of work in any
10 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
11 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
12 dollars (\$50) for each underpaid employee for each pay period for which the employee was
13 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
14 employee for each pay period for which the employee was underpaid ...;

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

19 94. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
20 the following:

21 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
22 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, and 2802 via
23 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order
24 Provisions (nos. 4 and/or 7) violated based on the facts alleged in this Complaint.

25 95. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
26 costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved
27 employees as alleged herein in an amount to be shown according to proof at trial and within the
28

jurisdictional limits of this Court.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

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

96. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 95, inclusive, of this Complaint as thought fully set forth herein.

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

98. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing his job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to, use of personal cell phones for work purposes and purchase and use of own hand tools to effectuate job duties.

99. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorney’s fees and costs, under Labor Code section 2802.

ELEVENTH CAUSE OF ACTION

DISCRIMINATION ON THE BASIS OF PHYSICAL DISABILITY IN VIOLATION

OF FEHA

(Plaintiff against ISCO MACHINERY, INC. and all DOE Defendants)

100. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

101. At all times mentioned herein, the FEHA, Government Code section 12900 et seq., was in full force and effect and binding upon Defendants and each of them.

102. Government Code section 12940(a) provides that it is an unlawful employment

1 practice for an employer to discharge a person from employment because of “[r]ace, religious
2 creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
3 genetic information, marital status, sex, age, sexual orientation, or military and veteran status.”

4 103. California Government Code section 12926(m) has established a “broad
5 definition” of physical disability: disability protections under the Fair Employment and
6 Housing Act (“FEHA”) even extend to “perceived” physical disabilities. Id. Under the law of
7 this state, “working” is a major life activity. *See* section 12926.1(c).

8
9 104. Plaintiff’s hypertension and issues concerning his cardiovascular/respiratory and other
10 body systems, which was debilitating, and which limited a major life activity, qualifies as a
11 disability under the FEHA, and Plaintiff was entitled to its protection.

12 105. Defendants knew of Plaintiff’s disability Defendants violated California Government
13 Code section 12940 et. seq. by discriminating against Plaintiff on the basis of his disabilities.

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

19
20 107. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
21 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
22 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
23 of their workers’ right to work in an environment in which personnel decisions and company
24 policies are made without regard to physical disability, so as to justify the imposition of
25 punitive damages to punish and set an example of said Defendants.

26
27 108. As a proximate result of the foregoing conduct, which violated the provisions of
28

1 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
2 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

3 **TWELFTH CAUSE OF ACTION**

4 **RETALIATION IN VIOLATION OF FEHA**

5 **(Plaintiff against ISCO MACHINERY, INC. and all DOE Defendants)**

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

8 110. At all times herein mentioned, Government Code section 12940 et. seq. was in
9 full force and effect and was binding upon Defendants and each of them. Said statute imposes
10 certain duties upon Defendants concerning discrimination and retaliation against persons, such
11 as Plaintiff, on the basis of physical disability or on the basis of Plaintiff taking time off of
12 work in the form of medical leave and missing time from work due to a physical disability.
13 Said statutes were intended to prevent the type of injury and damage set forth herein. Plaintiff
14 was, at all times herein mentioned, a member of the class of persons intended to be protected
15 by said statutes. As alleged above, Plaintiff was retaliated against and terminated from his
16 employment as a result of his physical disability and for taking time off as a result of his
17 physical disability.
18

19 111. As a direct and proximate result of Defendants' conduct, Plaintiff has been
20 harmed in that Plaintiff has suffered the loss of wages, salary, and benefits, among other things.
21 As a result, Plaintiff has suffered such damages in an amount according to proof.
22

23 112. As a further direct and proximate result of the conduct of Defendants, and each
24 of them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish
25 and emotional distress, and has been harmed in mind and body. As a result, Plaintiff has
26 suffered such damages in an amount according to proof.
27
28

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

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

16 115. FEHA provides for an award of reasonable attorneys' fees and costs incurred by
17 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
18 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
19 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
20 award of attorneys' fees and costs.
21

22 **THIRTEENTH CAUSE OF ACTION**

23 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION**

24 **OF FEHA**

25 **(Plaintiff against ISCO MACHINERY, INC. and all DOE Defendants)**

26 116. Plaintiff re-alleges and incorporates by reference each and every allegation in
27
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1 paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.

2 117. At all times herein mentioned, FEHA, California Government Code section
3 12940(k), was in full force and effect and was binding on Defendants. According to
4 Government Code § 12940(k), it is an unlawful employment practice for an employer to fail to
5 take all reasonable steps necessary to prevent disability discrimination from occurring.

6 118. As described above, Defendants knew that Plaintiff suffered from a physical
7 disability. Defendants failed to engage in any kind of interactive process with Plaintiff in order
8 to determine whether it could provide Plaintiff with reasonable accommodations. Instead,
9 Defendants pursued discriminatory actions against Plaintiff, including terminating Plaintiff's
10 employment.

11 119. During the course of Plaintiff's employment, Defendants failed to prevent their
12 employees, including management, from engaging in intentional actions that resulted in
13 Plaintiff being treated less favorably and eventually being terminated because of Plaintiff's
14 protected status (i.e., his physical disability and taking medical leave due to his physical
15 disabilities). During the course of Plaintiff's employment, Defendants failed to prevent their
16 employees from engaging in unjustified employment practices against employees in such
17 protected classes. During the course of Plaintiff's employment, Defendants failed to prevent a
18 pattern and practice by its employees of intentional discrimination and retaliation on the basis
19 of physical disability and on the basis of taking medical leave, and/or other protected status
20 and/or protected activity.

21 120. Plaintiff believes and, on that basis, alleges that his physical disability and him taking
22 medical leave for his physical disability was a substantial motivating factors in Defendants'
23 employees' discriminating against him and retaliating against him.

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

5 122.The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
6 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
7 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
8 of their workers' right to work in an environment in which personnel decisions and company
9 policies are made without regard to physical disability, so as to justify the imposition of
10 punitive damages to punish and set an example of said Defendants.

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

15 **FOURTEENTH CAUSE OF ACTION**

16 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC**
17 **POLICY**

18 **(Plaintiff Against ISCO MACHINERY, INC. and DOE Defendants)**

19 124.Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 123 inclusive, of this Complaint as though fully set forth herein.

22 125.At all times during his employment with Defendants, Plaintiff performed his
23 duties with the utmost diligence and competence.

24 126.Plaintiff is informed and believes and thereon alleges that Defendants' decision
25 to discriminate against him and retaliate against him, as alleged herein, was motivated by
26 Plaintiff's physical disabilities and taking medical leave due to his disabilities. Plaintiff is
27 further informed and believes and thereon alleges that any other reasons proffered by
28

1 Defendants were and are pretextual in nature. Defendants intentionally created the
2 aforementioned discrimination and retaliation, thereby not giving Plaintiff an opportunity to
3 work in an environment free of discrimination and retaliation.

4 127.The employment of Plaintiff was wrongfully terminated on or around
5 April 2022 in violation of the fundamental public policy of the State of California with
6 respect to discriminating against an employee on account of his physical disability
7 as well as for taking medical leave due to physical disabilities. Plaintiff was forced to hire an
8 attorney to assist him to end these illegal activities. Said conduct violated statutory and
9 constitutional expressions of public policy including, but not limited to, California Government
10 Code sections 12940 et seq., and the California Constitution, Article 1 section 8.
11

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

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

25 130.The foregoing conduct engaged in by Defendants and each of their directors,
26 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
27 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
28

1 an environment free of discrimination and retaliation based on physical disability and where
2 workers do not get retaliated against due to issues related to their physical disabilities,
3 including taking medical leave, so as to justify the imposition of punitive damages to punish
4 and set an example of said Defendants.

5
6 **FIFTEENTH CAUSE OF ACTION**

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

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

9 **(Plaintiff against ISCO MACHINERY, INC. and all DOE defendants)**

10 131. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 130, inclusive, of this Complaint as though fully set forth herein.

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

15 133. Defendant's violations of California labor laws and FEHA constitutes a business
16 practice because it was done repeatedly over a significant period of time in a systematic
17 manner that was detrimental to Plaintiff and other similarly situated aggrieved employees.

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

22 **PRAYER FOR RELIEF**

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

- 25 1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
26 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
27 at trial;
28

3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
5. For restitution and disgorgement for all unfair business practices by Defendant ISCO MACHINERY, INC. against Plaintiff in an amount subject to proof at trial;
6. For an order enjoining Defendant ISCO MACHINERY, INC. from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
9. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claims;
10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
11. For the imposition of civil penalties and/or statutory penalties;
12. For general damages in an amount subject to proof at trial;
13. For punitive damages against Defendant ISCO MACHINERY, INC. in an amount subject to proof at trial;
14. For all interest as allowed by law;
15. For all costs and disbursements incurred in this suit;

1 16. Reasonable attorney's fees where available by law, including but not limited to,
2 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
3 California Labor Code, FEHA, and/or other applicable laws; and

4 17. For such other and further relief as this Court may deem proper.
5

6 DATED: October 28, 2022

MESSRELIAN LAW INC.

7
8 By 
9 Harout Messrelian, Esq.
10 Attorneys for Plaintiff Michael West

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
13

14 DATED: October 28, 2022

MESSRELIAN LAW INC.

15
16 By 
17 Harout Messrelian, Esq.
18 Attorneys for Plaintiff Michael West
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