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Attorneys for Plaintiff,
ANA LOPEZ MORGADO

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

ANA LOPEZ MORGADO, an
individual,

Plaintiff,

vs.

LDC CAPITAL HOLDINGS LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV04129

COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM
OVERTIME/DOUBLE TIME WAGES
(Cal. Labor Code §§ 510, 1194, 1198; IWC
Wage Order No. 9);**
- 2. FAILURE TO PAY MINIMUM WAGES
(Cal. Labor Code §§1194, 1194.2, 1997,
1197.1, 1198; IWC Wage Order No. 9)**
- 3. FAILURE TO PROVIDE MEAL
PERIODS (Cal. Labor Code § 226.7; IWC
Wage Order No. 9);**
- 4. FAILURE TO PROVIDE REST
PERIODS (Cal. Labor Code § 226.7; IWC
Wage Order No. 9);**
- 5. WAITING TIME PENALTIES (Cal. Labor
Code §226; IWC Wage Order No. 9);**
- 6. FAILURE TO PAY WAGES DUE UPON
TERMINATION (Cal. Labor Code §§201-
203);**
- 7. FAILURE TO REIMBURSE BUSINESS
EXPENSES (Cal. Labor Code §2802);**
- 8. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. Labor
Code §1198.5); and**
- 9. UNFAIR COMPETITION (Cal. Bus. & Prof.
Code §§17200 et seq.**

DEMAND FOR A JURY TRIAL

1 ANA LOPEZ MORGADO ("Plaintiff") alleges the following:

3 **PARTIES**

4 1. Plaintiff was, at all times relevant to the matters alleged herein, over age 18 and
5 a resident of Anaheim, California.

6 2. Plaintiff is informed and believes, and based on that information and belief,
7 alleges, Defendant LDC Capital Holdings LLC ("LDC" or "Defendant") is, and at all times
8 mentioned herein was, a California limited liability company, with a principal place of business
9 at 8001 Somerset Blvd. 81, Paramount, CA 90723. Defendant has been authorized to do
10 business and has been doing business in the County of Los Angeles.

11 3. Starting on or about October 30, 2023 and continuing through January 8, 2025,
12 Defendant LDC employed Plaintiff in Shipping.

13 4. Plaintiff is ignorant of the true names and capacities of the defendants sued
14 herein as DOES 1 through 100, inclusive, and therefore Plaintiff sues these defendants by such
15 fictitious names and capacities. Plaintiff will amend her Complaint to show their true names
16 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
17 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
18 individual person who owned, controlled, or managed the business for which Plaintiff worked
19 and/or who directly or indirectly exercised operational control over the wages, hours, and
20 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director and/or
21 executive positions with the remaining Defendants, and acted on behalf of the remaining
22 Defendants, which included decision-making responsibility for, and establishment of, illegal
23 payroll practices and policies for Defendants which have damaged Plaintiff and others similarly
24 situated. Therefore, DOES 1 through 100, in addition to the remaining Defendants, are
25 "employers" as a matter of law and personally liable on the causes of action alleged herein
26 pursuant to Labor Code §558, as well as other California wage and hour laws and regulations
27 as alleged herein.

1 5. Plaintiff is informed and believes and thereon alleges that at least some of the
2 Defendant DOES 1 through 100 are, and at all times relevant hereto were, persons,
3 corporations or other business entities organized and existing under and by virtue of the laws
4 of the State of California, and are/were qualified to transact and conduct business in the State
5 of California, and did transact and conduct business in the State of California, and are thus
6 subject to the jurisdiction of the State of California. Specifically, said DOES 1 through 100
7 maintain offices, operate businesses, employ persons, and conduct business in, and illegally
8 pay employees by illegal payroll practices and policies in the County of Los Angeles.

9 6. Plaintiff is informed and believes and thereon alleges, that at all times relevant
10 herein, the named defendants and at least some of DOES 1 through 100 were the agents,
11 employees, and/or servants, masters, or employers of the remaining DOES 1 through 100, and
12 in doing the things herein alleged, were acting within the course and scope of such agency or
13 employment, and with the approval and ratification of each of the other defendants.

14 7. Plaintiff is informed and believes and thereon alleges that Defendants, and each
15 of them, directly employed or exercised control over her wages, hours, or working conditions.

16 8. Plaintiff is further informed and believes, and thereon alleges, that each of the
17 fictitiously named Defendants aided and assisted the named Defendants in committing the
18 wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each
19 defendant.

20 9. At all times relevant herein, each of the named defendants was the agent of the
21 other named defendants and in doing the things alleged herein, was acting within the course
22 and scope of said agency.

23 10. Pursuant to the California Labor Code, on or about February 13, 2025, Plaintiff
24 filed a notice with Labor and Workforce Development Agency (LWDA) of her intent to
25 pursue claims against Defendant under the Private Attorney General Act (PAGA). As such,
26 Plaintiff further reserves the right to amend this Complaint once she completes and complies
27 with the provisions under the law.
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JURISDICTION AND VENUE

11. This Court has jurisdiction over this Complaint under Code of Civil Procedure §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

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

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DEFENDANT DID NOT PROPERLY COMPENSATE PLAINTIFF

13. While employed by Defendant, Plaintiff was paid \$19.00 per hour. Plaintiff worked 13 or more hours per day, 5 days per week. Plaintiff performed packing of products.

14. The employment by Defendant of Plaintiff is governed by Industrial Welfare Commission Wage Order No. 9, which covers those persons employed in the transportation industry.

15. Under California law, non-exempt employees as defined by Wage Order No. 9, are entitled to premium wages for overtime worked.

16. At all times relevant herein, Plaintiff routinely worked overtime/double time hours such that she was due pay at overtime/double time rates. Monies for unpaid overtime/double time remain due and owing. Plaintiff was paid her regular rate of pay when she worked overtime/double time, not time and one half and/or double time. She typically worked between 35-43 hours of overtime/double time every week.

17. Defendant failed to pay Plaintiff minimum wages due to their failure to afford meal/rest breaks.

18. Plaintiff was paid in cash and Defendant did not issued wage statements in violation of *Labor Code* §226 and California Industrial Welfare Commission (“IWC”) Wage Order No. 9.

19. Defendant failed to afford Plaintiff meal breaks.

20. Defendant failed to afford Plaintiff rest breaks.

21. Defendant failed to pay Plaintiff all wages on termination of her employment.

1 22. Defendant failed to reimburse Plaintiff for her necessary business expenses such
2 as use of her personal cell phone.

3 23. Defendant failed to provide Plaintiff with her requested employment records.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME/DOUBLE TIME WAGES**

6 **(Labor Code §§510, 1194, 1198 and Wage Order No. 9 By Plaintiff Against Defendant**
7 **and Does 1-100)**

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

10 25. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
11 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 9, Defendant was required to
12 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
13 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
14 hours on the seventh (7th) consecutive day of any work week. Further, Defendant was required
15 to compensate Plaintiff with premium pay for all double time performed, for hours worked in
16 excess of twelve (12) hours per workday and for work in excess of eight hours on any seventh
17 day of a workweek.

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

22 27. California Labor Code section 510, subdivision (a), states in relevant part:
23 Any work in excess of 12 hours in one day shall be compensated at the rate of no less than
24 twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
25 any seventh day of a workweek shall be compensated at the rate of no less than twice the
26 regular rate of pay of an employee.

27 28. California Labor Code section 1198 provides,
28

1 The maximum hours of work and the standard conditions of labor fixed by the
2 commission shall be the maximum hours of work and the standard conditions
3 of labor for employees. The employment of any employee for longer hours than
4 those fixed by the order or under conditions of labor prohibited by the order is
5 unlawful.

6 29. Pursuant to IWC Wage Order No. 9-2001, § 3, "Employment beyond eight (8)
7 hours in any workday is permissible provided the employee is compensated for such overtime
8 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
9 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
10 workday..."

11 30. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

25 31. Plaintiff worked 13 or more hours per day, 5 days per week. Throughout
26 Plaintiff's employment, Defendant failed and refused to properly pay overtime time/double
27 time compensation to Plaintiff as required by law.
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32. Plaintiff worked between 35-43 hours per week of overtime/double time. Plaintiff was not paid overtime/double time that was due to her. Plaintiff was paid her regular rate for the overtime/double time she worked, not time and one half and/or double time.

33. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime/double time, Plaintiff suffered damages in the amount of at least \$178,752.00, according to proof at trial.

34. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime/double time wages against employers and those individuals acting in their behalf. Plaintiff requests that this Court assess said penalty against Defendant in an amount to be proven at trial.

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

SECOND CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES

**(IWC Wage Order No. 9; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs
Against Defendant and Does 1 through 100)**

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

37. Labor Code § 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

38. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 9-2001 also obligates

1 employers to pay each employee minimum wages for all hours worked. These minimum wage
2 standards apply to each hour employees worked for which they were not paid. Therefore, an
3 employer's failure to pay for any particular hour of time worked by an employee is unlawful,
4 even if averaging an employee's total pay over all hours worked, paid or not, results in an
5 average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314,
6 324 (2005).

7 39. Pursuant to Wage Order No. 9, Defendant is required to pay Plaintiff for all
8 hours worked, meaning the time during which an employee is subject to the control of an
9 employer, including all the time the employee is suffered or permitted to work, whether or not
10 required to do so.

11 40. Furthermore, pursuant to *Labor Code* § 1198, "[t]he maximum hours of work
12 and the standard conditions of labor fixed by the commission shall be the maximum hours of
13 work and the standard conditions of labor for employees. The employment of any employee for
14 longer hours than those fixed by the order or under conditions of labor prohibited by the order
15 is unlawful."

16 41. Defendant failed to satisfy minimum wage requirements because they failed to
17 afford complaint meal/rest breaks resulting in failure to compensate Plaintiff properly for "all
18 hours worked" and consequently underpaid Plaintiff for the actual hours Plaintiff worked in
19 violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 9.

20 42. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
21 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
22 *Code* § 1194. Where an employee, such as Plaintiff, is not paid for all hours worked under
23 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
24 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
25 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
26 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
27 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
28 (N.D. Cal. 2016).

1 43. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
2 of compensation due and owing to her as a direct result of Defendant's unlawful acts and Labor
3 Code violations in an amount to be shown according to proof at trial and within the
4 jurisdictional limitations of this Court.

5 44. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
6 wages against employers and those individuals acting in their behalf. Plaintiff requests that this
7 Court assess said penalty against Defendant in an amount within the jurisdiction of this Court,
8 to be proven at trial.

9 45. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff is
10 entitled to recover the unpaid balances of the minimum wages Defendant owes her, plus
11 interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

12 46. Under *Labor Code* § 1194.2, Plaintiff is entitled to recover as liquidated
13 damages, amounts equal to the wages unlawfully unpaid and interest thereon.

14 **THIRD CAUSE OF ACTION**

15 **FOR FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED**

16 **(Labor Code §§ 226.7, 512, IWC Wage Order No. 9 By Plaintiff Against Defendant and**
17 **Does 1 through 100)**

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

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

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

1 50. IWC Wage Order No. 9 provides, in relevant part: "No employer shall employ
2 any person for a work period of more than five (5) hours without a meal period of not less than
3 30-minutes, except that when a work period of not more than six (6) hours will complete the
4 day's work the meal period may be waived by mutual consent of the employer and the
5 employee."

6 51. Wage Order No. 9 further provides, in relevant part: "Unless the employee is
7 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
8 duty' meal period and counted as time worked."

9 52. Section 512(a) of the California Labor Code provides, in relevant part, that:
10 An employer may not employ an employee for a work period of more than five
11 hours per day without providing the employee with a meal period of not less
12 than 30-minutes, except that if the total work period per day of the employee is
13 no more than six hours, the meal period may be waived by mutual consent of
14 both the employer and employee. An employer may not employ an employee for
15 a work period of more than 10 hours per day without providing the employee
16 with a second meal period of not less than 30-minutes, except that if the total
17 hours worked is no more than 12 hours, the second meal period may be waived
18 by mutual consent of the employer and the employee only if the first meal
19 period was not waived.

20 53. The Labor Code and Wage Order provisions cited above require California
21 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
22 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
23 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
24 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
25 the fifth hour of their shifts.

26 54. Defendant violated Labor Code § 512 and IWC Wage Order No. 9 by failing to
27 provide Plaintiff the requisite 30-minute meal periods, required by law. Plaintiff's meal breaks
28

1 were afforded late after the sixth hour of work. On days when Plaintiff worked 13 hours, which
2 was every day, she was never afforded second meal breaks.

3 55. Defendant further violated IWC Wage Order No. 9 and Labor Code
4 § 226.7 by failing to pay one hour of compensation to Plaintiff at her individual and regular rate
5 of pay for each workday that the meal period was not provided, in an amount within the
6 jurisdiction of this Court, according to proof. This amount remains owed and unpaid.

7 56. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
8 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
9 § 226.7(b).

10 57. As a direct and proximate result of Defendant's unlawful conduct as alleged
11 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages
12 and lost interest, in an amount to be established at trial, and is entitled to recover economic and
13 statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant's
14 violations of the California Labor Code and Wage Order No. 9.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE REST BREAKS**

17 **(Labor Code §226.7; IWC Wage Order No. 9– By Plaintiff Against Defendant**
18 **Does 1 through 100)**

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

21 59. Labor Code § 226.7 and IWC Wage Order No. 9 provide that employers shall
22 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
23 per four hours of work, or major fraction thereof.

24 60. Labor Code § 226.7 and IWC Wage Order No. 9 provide that if an employer
25 fails to provide an employee with rest periods in accordance with those provisions, the
26 employer shall pay the employee one hour of pay at the employee's regular rate of
27 compensation for each workday that the rest periods were not so provided.

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61. Defendant has intentionally and improperly denied rest periods to Plaintiff in violation of Labor Code § 226.7 and IWC Wage Order No. 9.

62. At all times relevant hereto, Plaintiff has worked 13 or more hours daily.

63. At all times relevant hereto, Defendant failed to provide any rest periods as required by Labor Code § 226.7 and IWC Wage Order No. 9.

64. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in an amount within the jurisdiction of this Court, according to proof at trial.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Labor Code §226 By Plaintiff Against Defendant and Does 1 through 100)

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

66. At all times relevant hereto, Defendant failed to issue any payrolls statements to Plaintiff in violation of *Labor Code* § 226. Plaintiff was paid in cash.

67. LDC knowingly and intentionally failed to comply with *Labor Code* §226(a), causing damage to Plaintiff. These damages, including but not limited to, costs expended calculating the actual hours worked and the amount of employment taxes which were not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to *Labor Code* § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

68. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).

SIXTH CAUSE OF ACTION

FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION

(Labor Code §§201-203 By Plaintiff Against Defendant and Does 1 through 100)

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

3 70. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
4 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
5 from employment, unpaid wages are due and payable within 72 hours of resignation.

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

9 72. Plaintiff was discharged from Defendant's employ and Defendant willfully
10 failed to pay Plaintiff wages due her.

11 73. Defendant wrongfully terminated Plaintiff on January 8, 2025, yet failed to pay
12 her wages due to her.

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

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

17 **(Cal. Labor Code §2802 By Plaintiff Against Defendant and Does 1 through 100)**

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

20 76. Labor Code §2802 requires employers to indemnify employees for all necessary
21 expenditures incurred by employees in the discharge of her duties.

22 77. At all times relevant herein, Defendant was aware that Plaintiff was using her
23 cell phone for business, but failed to indemnify Plaintiff for all her business-related expenses,
24 including wear and tear expenses, in accordance with Labor Code §2802.

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

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

EIGHTH CAUSE OF ACTION

FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Cal. Labor Code §1198.5 By Plaintiff Against Defendant and Does 1 through 100)

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

81. California Labor Code Section 1198.5 provides:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

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

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

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

4 82. Additionally, pursuant to Wage Order No. 9, at section 7 re: Records, employers
5 are required to keep accurate payroll records on each employee, and such records must be made
6 readily available for inspection by the employee upon reasonable request. The employer must
7 also maintain accurate production records.

8 83. On or about February 13, 2025, Plaintiff's counsel issued a written request to
9 LDC for copies of her personnel records.

10 84. Under California Labor Code Sections 226, 432 and 1198.5, such records were
11 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
12 Plaintiff's counsel and LDC did not enter into an agreement to enlarge the time for LDC's
13 compliance, and LDC has failed and refused to permit Plaintiff copies of her records.

14 85. As a direct result and consequence of LDC's failure and refusal to permit
15 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
16 decree mandating LDC's compliance. Plaintiff has suffered and will suffer harm as a result of
17 LDC's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750
18 based upon LDC's violation of §1198.5.

19 **NINTH CAUSE OF ACTION**

20 **FOR UNFAIR COMPETITION**

21 **(Business & Professions Code §§ 17200 et seq. By Plaintiff Against Defendant and Does 1**
22 **through 100)**

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

25 87. *Business & Professions Code §§ 17200 et seq.* prohibit acts of unfair
26 competition, which mean and include "unlawful and unfair business practices."

27 88. Defendant's conduct as alleged herein has been and continues to be unfair,
28 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights

1 affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5. Plaintiff
2 is a “person” within the meaning of *Business and Professions Code* § 17204 and therefore has
3 standing to bring this suit for restitution.

4 89. The prompt payment of overtime/double time, minimum wages, affording of
5 meal/rest breaks and reimbursement of business expenses, are fundamental public policies of
6 California. It also is the public policy of California to enforce minimum labor standards to
7 ensure that employees are not required to or permitted to work under substandard and unlawful
8 conditions and to protect those employers who comply with the law from losing competitive
9 advantage to other employers who fail to comply with labor standards and requirements.

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

14 91. Defendant regularly and routinely violated the following statutes and regulations
15 with respect to Plaintiff:

- 16 (a) *Labor Code* §§ 510, 1194 and 1198 and IWC Wage Order No. 9 as
17 amended (failure to pay overtime/double time);
- 18 (b) *Labor Code* §§ 1194, 1194.2, 1997, 1197.1, 1198 and IWC Wage Order
19 No. 9 as amended (failure to pay minimum wage);
- 20 (c) *Labor Code* §226 (failure to afford meal breaks);
- 21 (d) *Labor Code* §226 (failure to afford rest breaks);
- 22 (e) *Labor Code* § 226 (failure to provide accurate wage statements to
23 employees at the time of payment of wages);
- 24 (f) *Labor Code* §§ 201-203 (failure to pay wages on termination);
- 25 (g) *Labor Code* §2802 (failure to reimburse business expenses); and
- 26 (f) *Labor Code* §1198.5 (failure to allow inspection of employment
27 records).

92. By engaging in these business practices, which are unfair business practices within the meaning of *Business & Professions Code* §§17200 *et seq.*, Defendant LDC harmed Plaintiff and gained an unfair competitive edge. Under the *Business & Professions Code* § 17203, Plaintiff is entitled to obtain restitution of these funds.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor and against Defendant as follows:

1. For compensatory damages in the amount of unpaid overtime/double time due to Plaintiff, in the amount of at least \$178,752, according to proof;
2. For compensatory damages in the amount of unpaid minimum wages due to Plaintiff, in the amount of at least \$178,752, according to proof;
3. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each workday that a meal and/or rest period was not provided;
4. For payment of unpaid wages in accordance with California labor and employment law;
5. For an award of consequential damages in Plaintiff's favor and against Defendant, in an amount to be proven at trial;
6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
7. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200, according to proof;
8. For compensatory damages in the amount of Plaintiff's out of pocket expenses and/or reimbursement of monies incurred while performing Defendants' business-related duties, plus interest, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);
9. Pursuant to Labor Code § 203, for an additional sum according to proof equal of up to 30 days wages for each violation, as a premium for unpaid wages to Plaintiff;
10. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to her respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary

1 termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30
2 days' pay, according to proof;

3 11. For prejudgment interest accrued on all due and unpaid overtime and minimum
4 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
5 1194(a), according to proof;

6 12. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 210, according
7 to proof;

8 13. For reasonable costs, including attorneys' fees, in an amount according to proof
9 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 218.6, 1198.5(1), 2802 and/or Cal.
10 Code of Civ. Proc. §1021.5;

11 14. For an award of restitution of wages to Plaintiff in an amount equal to the
12 amount of wages owed and unpaid, according to proof;

13 15. For injunctive relief ordering the continuing unfair business acts and practices to
14 cease, as the Court deems just and proper;

15 16. For other injunctive relief ordering Defendant to notify Plaintiff that she has not
16 been paid the proper amounts in accordance with California law;

17 17. For injunctive relief requiring Defendant LDC to comply with Labor Code
18 1198.5(b)(1); and

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

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff Ana Lopez Morgado hereby respectfully requests a trial by jury for all claims
22 and issues raised in her Complaint that may be entitled to a jury trial.

23
24 LIPELES LAW GROUP, APC

25 Date: February 13, 2025

26 By: Molly E. Hoot
27 Molly E. Hoot
28 Attorneys for Plaintiff
Ana Lopez Morgado