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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

02/06/2025

By: P. Russell Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

DIBORA SOLOMON, an individual,

Plaintiff,

vs.

DREME MIDTOWN, an entity of unknown
form; STEAV JORDAN, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25CV003083

COMPLAINT FOR:

- 1. SEXUAL HARASSMENT IN VIOLATION OF GOVT. CODE §12940(j);**
- 2. HARASSMENT BASED ON SEX IN VIOLATION OF GOVT. CODE §12940(j);**
- 3. HOSTILE WORK ENVIRONMENT IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
- 4. RETALIATION IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
- 5. FAILURE TO PREVENT HARASSMENT IN VIOLATION OF GOVT. CODE §12940 (k);**
- 6. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY IN VIOLATION OF GOVT. CODE §12940 *et seq.*;**
- 7. EMPLOYEE MISCLASSIFICATION AS AN INDEPENDENT CONTRACTOR (Cal. Labor Code §226.8);**
- 8. FAILURE TO PAY PREMIUM OVERTIME TIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194, 1198; IWC Wage Order No. 2);**
- 9. FAILURE TO PAY MINIMUM**

1 principal place of business at 930 Alhambra Blvd. Sacramento, CA 95816. At all times material
2 hereto, DM has been, and is, a hair salon. Plaintiff is informed and believes and thereon alleges
3 that at all times material hereto DM has been authorized to do business and has been doing
4 business in the State of California.

5 5. Plaintiff is informed and believes and thereon alleges that Defendant Steav
6 Jordan (“Steav”) (collectively with DM “Defendants”) is an individual, who at all times
7 relevant herein, was a resident of Sacramento County. Steav is THE owner of DM.

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

13 7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
14 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
21 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
22 Defendants, which included decision-making responsibility for, and establishment of, sexual
23 harassment and wage and hour violations for Defendants which have damaged Plaintiff.
24 Therefore, Does 1 through 100, in addition to the remaining Defendants, are “employers” as a
25 matter of law and are liable on the causes of action alleged herein.

26 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
27 through 100 are, and at all times relevant hereto were, persons, corporations or other business
28 entities organized and existing under and by virtue of the laws of the State of California, and

1 are/were qualified to transact and conduct business in the State of California, and did transact
2 and conduct business in the State of California, and are thus subject to the jurisdiction of the
3 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
4 employ persons, conduct business and engage in sexual harassment and wage and hour
5 violations in the County of Sacramento.

6 9. An employer or other person acting on behalf of an employer, who violates, or
7 causes to be violated, a provision regulating minimum wages or hours and days of work in an
8 order of the Industrial Welfare Commission may be held liable as the employer for that
9 violation. (Lab. Code § 558.1(a).) The term “other person acting on behalf of an employer” is
10 limited to a natural person who is an owner, director, officer, or managing agent of the
11 employer, and the term “managing agent” has the same meaning as in C.C.P. § 3294(b). (Lab.
12 Code. § 558.1(b).)

13 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
14 fictitiously named Defendants aided and assisted the named Defendants in committing the
15 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
16 Defendant.

17 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
18 **ACTION**

19 **Employment Information**

20 19. From in or about February 2024 through December 4, 2024, DM employed
21 Plaintiff as a Hair Stylist. Plaintiff initially kept all of the money she charged clients and paid
22 \$205.00 to Steav per week. After three months, Plaintiff kept 60% of the money she obtained
23 for her services and Steav retained 40%. Plaintiff often worked 20 or more hours per week, 2
24 days per week. She was employed at DM until December 4, 2024, when Plaintiff was
25 wrongfully terminated.

26 **Sexual Harassment and Wrongful Termination**

27 20. Plaintiff was denied a work environment free of sexual harassment and was
28 targeted for wrongful termination on or about December 4, 2024.

1 21. Starting in or about July 2024, Plaintiff began a sexual relationship with Steav.
2 Plaintiff met with Steav approximately 10 times.

3 22. During that time, Plaintiff told Steav that she did not like having a casual sexual
4 relationship.

5 23. In or about mid-November, Plaintiff spoke with Steav and told him that she did
6 not want to continue their sexual relationship and that she preferred to keep things professional.

7 24. At first Steav said he was fine with that. However, Steav kept trying to meet
8 with Plaintiff for sexual purposes.

9 25. On or about December 3, 2024, Steav pretended to need to measure the floor at
10 DM, knowing that Plaintiff was alone. At that time, Steav requested to have sex with Plaintiff.
11 Steav told Plaintiff he felt bad because his father passed away. Plaintiff relented and had sex
12 with Steav.

13 26. The next day, Plaintiff requested that Steav not come on to her anymore.
14 Further, Plaintiff asked Steav to arrive at a payment arrangement since she owed him monies
15 for a couple of weeks. Plaintiff requested that they keep things professional going forward.

16 27. Steav did not want to agree to keeping things professional and he began arguing
17 with Plaintiff. At that time, he demanded Plaintiff pay him the money she owed him. Because
18 Plaintiff did not want to pay Steav the money, he requested that Plaintiff leave the salon. Steav
19 told Plaintiff he changed the locks and alarm. As a result, Plaintiff was wrongfully terminated.

20 28. As a result of the harassment, Plaintiff suffered emotional distress.

21 29. DM's wrongful termination of Plaintiff was wrongfully motivated by sexual
22 harassment and her complaints relating thereto.

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

25 31. On February 6, 2025, Plaintiff filed an administrative complaint with the
26 Department of Fair Employment and Housing ("DFEH") alleging sexual harassment by DM
27 and Steav. On February 6, 2025, the DFEH issued to Plaintiff a Right to Sue Notice as to DM
28 and Steav.

1 **Wage and Hour Violations**

2 32. Plaintiff's employment with DM is governed by Industrial Welfare Commission
3 Wage Order 2, which covers those persons employed in the personal service industry.

4 33. Plaintiff was willfully misclassified as an independent contractor.

5 34. Plaintiff did not receive overtime.

6 35. Plaintiff did not receive minimum wages.

7 36. As a result of DM's failure to afford Plaintiff overtime and minimum wages, the
8 wage statements issued to her did not comply with Labor Code § 226 and California Industrial
9 Welfare Commission ("IWC") Wage Order No. 2 in that they did not accurately reflect all
10 wages earned and due and owing.

11 37. As a further result of DM's failure to pay overtime and minimum wages to
12 Plaintiff, when Plaintiff left their employ, she was not timely paid all wages due her, as
13 required by Labor Code §§ 201, 202 and IWC Wage Order No. 2.

14 38. DM and Steav failed to reimburse Plaintiff's necessary business expenses.

15 39. DM failed to provide Plaintiff with her requested employment records.

16 **FIRST CAUSE OF ACTION**

17 **(Sexual Harassment in violation of Government Code § 12940(j)– By Plaintiff Against all**
18 **Defendants and Does 1 through 100**

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

21 41. In perpetrating the above-described actions, DM and Steav, engaged in a pattern
22 and practice of unlawful sexual harassment in violation of FEHA, *Government Code* §
23 12940(j).

24 42. DM and Steav sexually harassed Plaintiff. The harassment was sufficiently
25 pervasive and severe as to alter the conditions of employment and create a hostile work
26 environment.

27 43. As a proximate result of this sexual harassment in violation of public policy,
28 Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe

1 emotional distress, worry, fear, and special damages (including lost wages) all to her special
2 and general damage, in an amount within the jurisdiction of this Court, according to proof.

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

5 45. All actions of Defendants were known, ratified and approved by the officers or
6 managing agents of Defendant DM. Therefore, Plaintiff is entitled to punitive or exemplary
7 damages against Defendants in an amount to be determined at the time of trial.

8 **SECOND CAUSE OF ACTION**

9 **(Harassment in Violation of Government Code § 12940(j) - By Plaintiff Against all**
10 **Defendants and Does 1 through 100)**

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

13 47. The FEHA explicitly prohibits any employer or any other person from harassing
14 an employee because of race, religious creed, color, national origin, ancestry, physical
15 disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
16 *Gov. Code § 12940(j).*

17 48. DM and Steav were at all times material herein Plaintiff's employers pursuant to
18 Government Code §§ 12940(d) and 12940(j)(4) and were therefore barred from harassing their
19 employees in violation of Government Code § 12940(j).

20 49. Defendants' harassment, as set forth above, created an abusive working
21 environment in violation of Government Code § 12940(j). Defendants harassed Plaintiff and/or
22 failed to take immediate and appropriate corrective action. The harassment was sufficiently
23 pervasive and severe as to alter the conditions of employment and to create a hostile or abusive
24 work environment.

25 50. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
26 emotional distress and physical symptoms, pain and suffering, has lost income and related
27
28

1 benefits, past and future, and medical expenses, all to her damage in an amount within the
2 jurisdiction of this Court, according to proof.

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

5 52. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
6 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and
7 malicious manner in order to injure or damage Plaintiff, thereby justifying an award to her of
8 punitive damages.

9 **THIRD CAUSE OF ACTION**

10 **(Hostile Work Environment in Violation Govt. Code § 12940 et seq.- By Plaintiff Against**
11 **all Defendants and Does 1 through 100)**

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

14 54. The offensive conduct to which Plaintiff was subjected constitutes a hostile
15 work environment in violation to FEHA, California Government Code § 12940 et seq. During
16 her employment, Defendants violated FEHA, California Government Code § 12940 (j), by
17 allowing sexual harassment by their employees.

18 55. Defendants' harassment was hostile, abusive, continuous and pervasive to create
19 a hostile work environment for Plaintiff.

20 56. Defendants' harassment was unwelcome, humiliating, offensive and adversely
21 affected the terms of Plaintiff's employment.

22 57. Plaintiff was subjectively offended by Defendants' conduct and any reasonable
23 person in Plaintiff's position would perceive Defendants' conduct as being offensive, hostile
24 and abusive.

25 58. As a direct result of Defendants' failure to take all reasonable steps necessary to
26 prevent sexual harassment, Plaintiff has suffered and will continue to suffer pain and suffering,
27 extreme and severe mental anguish and emotional distress, loss of earnings and earning
28

1 capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount within
2 the jurisdiction of this Court, according to proof.

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

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

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

12 **FOURTH CAUSE OF ACTION**

13 **(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against all**

14 **Defendants and Does 1 through 100)**

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

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

21 64. Because she resisted Defendant Steav's unwanted sexual advances, etc., because
22 she resisted having sex with Steav, Plaintiff was wrongfully terminated by DM and Steav.

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

26 66. Plaintiff's complaints concerning sexual harassment were the reasons DM and
27 Steav retaliated against her.

28

67. Plaintiff has suffered monetary damages, lost wages and privileges of employment illegally caused by Defendants' discriminatory conduct in an amount within the jurisdiction of this Court, according to proof.

68. Defendants' conduct was the proximate cause of the Plaintiff's damages.

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

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

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

FIFTH CAUSE OF ACTION

(Failure to Prevent Harassment from Occurring in Violation of Government Code § 12940(k) - By Plaintiff Against all Defendants and Does 1 through 100)

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

73. Plaintiff alleges that Defendants violated Government Code §12940(k) by failing to take all reasonable steps to prevent sexual harassment from occurring.

74. Defendants' conduct in subjecting Plaintiff to sexual harassment constituted breach of their duty under FEHA, including the duty to take immediate and appropriate corrective action and to take all reasonable steps to prevent the sexual harassment and retaliation from occurring pursuant to California Government Code § 12940(k).

75. DM knew or reasonably should have known of Steav's propensity for engaging in unlawful, harassing conduct in the workplace, and DM should have restrained Steav from engaging in unlawful, harassing conduct towards Plaintiff. DM and Steav failed to take all reasonable steps necessary to prevent the retaliation and harassment from occurring.

76. Plaintiff is informed and believes and thereupon alleges that DM failed to provide adequate training to Steav to prevent sexual harassment from occurring.

77. Defendants' conduct was the proximate cause of Plaintiff's damages.

78. As a direct result of Defendants' failure to take all reasonable steps necessary to prevent sexual harassment, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount within the jurisdiction of this Court, according to proof.

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

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

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

SIXTH CAUSE OF ACTION

**(Wrongful Termination in Violation of Govt. Code §§ 12940 et seq. – By Plaintiff Against
all Defendants Does 1 through 100)**

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

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

1 84. These policies are set forth in various laws including but not limited to
2 Government Code §§ 12940 (a), 12940 (k); Cal. Const. Art. 1, § 8 (sexual harassment).

3 85. DM, acting through its owner, Steav, intentionally created and knowingly
4 permitted the sexual harassment.

5 86. Defendants wrongfully terminated Plaintiff in violation of important and well-
6 established public policies, including, but not limited to, policies against sexual harassment.

7 87. Defendants' wrongful conduct proximately caused Plaintiff to suffer general
8 damages, special and statutory damages, in an amount within the jurisdiction of this Court,
9 according to proof at trial.

10 88. As a further proximate result of the unlawful acts of Defendants as alleged
11 above, Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and
12 emotional and physical distress that a reasonable person would suffer upon losing her job. As
13 a result of such actions and consequent harm, Plaintiff has suffered such damages in an
14 amount according to proof.

15 89. The above acts of Defendants constituted a wrongful termination of Plaintiff and
16 were in violation of public policy as described above. Such termination was a substantial
17 factor in causing damage and injury to Plaintiff as set forth below.

18 90. Plaintiff believes and thereon alleges that engaging in a protected activity,
19 including, but not limited to, refusing to have sex with Steav and complaining about
20 harassment were factors in Defendants' conduct as alleged hereinabove.

21 91. As a result of Defendants' conduct, Plaintiff is entitled to recover punitive
22 damages in amount according to proof at trial.

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

25 **SEVENTH CAUSE OF ACTION**

26 **(Employee Misclassification as an Independent Contractor – By Plaintiff Against All**
27 **Defendants and Does 1 through 100)**

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

3 94. Labor Code § 226.8 provides that it is unlawful for any person or employer to
4 engage in any of the following activities: 1) Willful misclassification of an individual as an
5 independent contractor, 2) charging an individual who has been willfully misclassified as an
6 independent contractor a fee, or making any deduction from compensation, for any purpose,
7 including for goods, materials, space rental, services, government licenses, repairs, equipment
8 maintenance, or fines arising from the individual's employment where any of the above acts
9 would have violated the law if the individual had not been misclassified.

10 95. Defendants willfully misclassified Plaintiff as an independent contractor rather
11 than an employee in violation of the Labor Code, for their own financial benefit. Pursuant to
12 Labor Code § 226.8(i)(4), willful misclassification means avoiding employee status for an
13 individual by voluntarily and knowingly misclassifying that individual as an independent
14 contractor.

15 96. On information and belief, Defendant DM and their managing agent, Steave
16 setting policy knowingly advised DM to wrongfully treat Plaintiff as an independent contractor.

17 97. Pursuant to Labor Code § 3353, Plaintiff was not an independent contractor.

18 98. Because of this misclassification, Plaintiff suffered damages as a result of
19 Defendants' violation of the applicable Labor Code, in the amount of \$100,000.

20 99. Based on Defendants' conduct as alleged herein, Defendants are liable for
21 damages and statutory penalties pursuant to Labor Code § 226.8.

22 **EIGHTH CAUSE OF ACTION**

23 **(Failure to Pay Premium Overtime Wages Due in Violation of Cal. Labor Code §§ 510,**
24 **511, 558, 1194, 1198 – By Plaintiff Against All Defendants Does 1 through 100)**

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

27 101. During Plaintiff's entire employment with Defendants, pursuant to Cal. Lab.
28 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 2, Defendants were required to

1 compensate Plaintiff with premium pay for all overtime performed, for hours worked in excess
2 of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on
3 the seventh (7th) consecutive day of any work week.

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

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

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

13 104. Further, California Labor Code section 1198 provides,

14 The maximum hours of work and the standard conditions of labor fixed by the
15 commission shall be the maximum hours of work and the standard conditions
16 of labor for employees. The employment of any employee for longer hours than
17 those fixed by the order or under conditions of labor prohibited by the order is
18 unlawful.

19 105. Pursuant to IWC Wage Order No. 2-2001, § 3, "Employment beyond eight (8)
20 hours in any workday is permissible provided the employee is compensated for such overtime
21 at not less than: ... (b) Double the employee's regular rate of pay for all hours worked in excess
22 of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
23 (7th) consecutive day of work in a workweek."

24 106. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

12 107. Pursuant to Cal. Labor Code §558.1:

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

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

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

24 108. Steav is a person acting on behalf of DM and is therefore liable to Plaintiff as an
25 employer. Steav caused the laws relating to overtime to be violated.

26 109. Plaintiff at times was required to work overtime hours. However, because
27 Plaintiff was misclassified as an independent contractors, she was not paid time and one half
28 when she worked overtime.

109. Throughout Plaintiff's employment, Defendants failed and refused to pay and
properly calculate overtime compensation to Plaintiff as required by law.

111. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendants' failure and refusal to pay overtime compensation, Plaintiff suffered damages in an amount within the jurisdiction of this Court, to be proven at trial.

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

NINTH CAUSE OF ACTION

**(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,
119, IWC Wage Order No. 2 – By Plaintiff Against All Defendants and Does 1 through
100)**

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

114. *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. 2-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

115. Here, Plaintiff was not paid minimum wages that were due to her because of Defendants' misclassification of her as an independent contractor.

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

1 117. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
2 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
3 *Code* § 1194. Where an employee, such as Plaintiff is not paid for all hours worked under
4 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
5 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
6 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
7 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
8 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
9 (N.D. Cal. 2016).

10 118. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
11 of compensation due and owing to her as a direct result of Defendants' unlawful acts and Labor
12 Code violations in an amount within the jurisdiction of this Court, to be shown according to
13 proof at trial.

14 119. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
15 wages against employers and those individuals acting in their behalf. Plaintiff requests that this
16 Court assess said penalty against Defendants, and each of them, in an amount to be proven at
17 trial.

18 120. Pursuant to Cal. Labor Code §558.1:

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

24 (b) For purposes of this section, the term "other person acting on behalf of
25 an employer" is limited to a natural person who is an owner, director, officer, or
26 managing agent of the employer, and the term "managing agent" has the same
27 meaning as in subdivision (b) of Section 3294 of the Civil Code.
28

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

3 121. Steav is the owner of DM and is therefore liable to Plaintiff as an employer.
4 Steav caused the laws relating to minimum wages to be violated.

5 122. Therefore, pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, 1194 and
6 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendants
7 owe her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in an amount within
8 the jurisdiction of this Court, according to proof.

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

11 **TENTH CAUSE OF ACTION**

12 **(Waiting Time Penalties in Violation of Labor Code § 226 - By Plaintiff Against All**
13 **Defendants and Does 1 through 100)**

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

16 125. At all times relevant hereto, Defendants failed to issue payrolls statements to
17 Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did
18 not properly and accurately pay her premium pay for overtime and minimum wages.

19 126. Defendants knowingly and intentionally failed to comply with *Labor Code* §
20 226(a), causing damage to Plaintiff. These damages, including but not limited to, costs
21 expended calculating the actual hours worked and the amount of employment taxes which were
22 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
23 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
24 violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to
25 *Labor Code* § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

26 127. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
27 attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).
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ELEVENTH CAUSE OF ACTION

**(Failure to Pay Wages Due Upon Termination Labor Code §§ 201-203 By Plaintiff
Against All Defendants and Does 1 through 100)**

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

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

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

131. Plaintiff was wrongfully terminated from Defendants' employ and Defendants willfully failed to pay overtime and minimum wages.

132. Defendants wrongfully terminated Plaintiff on December 4, 2024, yet failed to pay her wages due to her.

133. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day she was not timely paid, not to exceed 30 days' wages, interest, and attorneys' fees and costs in an amount within the jurisdiction of this Court, according to proof.

TWELFTH CAUSE OF ACTION

**(Failure to Reimburse Business Expenses in Violation of Cal. Lab. Code §2802 by
Plaintiff Against All Defendants and Does 1 through 100)**

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

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

136. At all times relevant herein, Defendants were aware that Plaintiff was purchasing supplies for business, but failed to indemnify Plaintiff for all her business-related expenses, in accordance with Labor Code § 2802.

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

138. 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, in the amount of \$1,000.00

THIRTEENTH CAUSE OF ACTION

**(Failure to Allow Inspection of Employment Records in Violation of Cal. Labor Code
§1198.5 By Plaintiff Against All Defendants and Does 1 through 100)**

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

140. 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...

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

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

8 141. Additionally, pursuant to IWC Wage Order No. 2, at section 7 re: Records,
9 employers are required to keep accurate payroll records on each employee, and such records
10 must be made readily available for inspection by the employee upon reasonable request. The
11 employer must also maintain accurate production records.

12 142. On or about February 6, 2025, Plaintiff's counsel issued a written request to
13 Defendants for copies of her personnel records.

14 143. Under California Labor Code Sections 226, 432 and 1198.5, such records were
15 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
16 Plaintiff's counsel and Defendants did not enter into an agreement to enlarge the time for
17 Defendants' compliance, and Defendants have failed and refused to permit Plaintiff copies of
18 her records.

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

24
25 **FOURTEENTH CAUSE OF ACTION**

26 **(Unfair Competition Cal. Bus. & Prof. Code §17200 et. seq. –By Plaintiff Against All**
27 **Defendants and Does 1 through 100)**

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

3 146. California Business & Professions Code § 17200 *et seq.* prohibits acts of unfair
4 competition, which shall mean and include any "unlawful and unfair business practices."

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

10 148. Paying overtime, minimum wages, reimbursing business expenses and providing
11 employment records are fundamental public policies of the State of California. It is also the
12 public policy of this State to enforce minimum labor standards, to ensure that employees are
13 not required or permitted to work under substandard and unlawful conditions, and to protect
14 those employers who comply with the law from losing competitive advantage to other
15 employers who fail to comply with labor standards and requirements.

16 149. Defendants failed to pay Plaintiff overtime, minimum wages, reimburse
17 business expenses and failed to provide her personnel records.

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

22 151. Defendants regularly and routinely violated the following statutes and
23 regulations with respect to Plaintiff:

24 (a) *Labor Code* § 116.8 (willful misclassification as an independent
25 contractor);

26 (b) *Labor Code* §§ 510 and 1194 and IWC Wage Order No. 2 as amended
27 (failure to pay overtime/double time);
28

- 1 (c) *Labor Code* § 1197 and IWC Wage Order No. 2 (failure to pay minimum
2 wages);
3 (d) *Labor Code* § 226 (failure to provide accurate wage statements to
4 employees at the time of payment of wages);
5 (e) *Labor Code* §§ 202 and 203 (failure to pay wages due at termination);
6 (f) *Labor Code* § 2802 (failure to reimburse business expenses); and
7 (g) *Labor Code* § 1198.5 (failure to allow inspection of employment
8 records).
9

10 152. By engaging in these business practices, which are unfair business practices
11 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, Defendants harmed Plaintiff and
12 gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
13 entitled to obtain restitution of these funds, in an amount within the jurisdiction of this Court.
14

15 **PRAYER FOR RELIEF**

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

- 18 1. For compensatory damages in the amount of unpaid overtime wages due to
19 Plaintiff, in an amount within the jurisdiction of this Court;
20 2. For compensatory damages in the amount of unpaid minimum wages due to
21 Plaintiff, in an amount within the jurisdiction of this Court;
22 3. For compensatory damages for lost wages and employment benefits, in an
23 amount within the jurisdiction of this Court;
24 4. For general damages, according to proof;
25 5. For an award of consequential damages, according to proof;
26 6. For payment of unpaid wages in accordance with California labor and
27 employment law, in an amount within the jurisdiction of this Court;
28 7. For mental and emotional distress damages, in an amount according to proof;

1 8. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* §
2 203, in an amount equal to her respective daily rates of pay at the time of termination or layoff,
3 multiplied by the total amount of days elapsed between the date of the involuntary termination,
4 and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, in
5 an amount within the jurisdiction of this Court, according to proof;

6 9. For specific relief enforcing waiting time penalties of 30 days of per diem wages
7 pursuant to *Cal. Bus. & Prof. Code* § 17200 and *Cal. Lab. Code* § 203, according to proof;

8 10. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8,
9 according to proof;

10 11. For compensatory damages in the amount of Plaintiff's out of pocket supplies
11 expenses and/or reimbursement of monies incurred while performing Defendants' business-
12 related duties plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.*
13 §2802(c), in an amount according to proof;

14 12. For reasonable costs, including attorneys' fees, in an amount according to proof
15 pursuant to *Government Code* § 12965(b), *Cal. Lab. Code* §§ 218.5, 1194, 1198.5(1), 2802 and
16 *Cal. Code Civ. Proc.* §1021.5;

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

19 14. For other injunctive relief ordering Defendants to notify Plaintiff that she has not
20 been paid the proper amounts in accordance with California law;

21 15. For injunctive relief requiring Defendants to comply with Labor Code
22 1198.5(b)(1);

23 16. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2 in an
24 amount equal to the wages unlawfully unpaid according to proof, and interest thereon;

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

26 18. For prejudgment interest accrued on all due and unpaid overtime and minimum
27 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
28 1194(a), according to proof;

