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STK-CV-UOE-2022-0007553

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

JUANITA WATKINS,

Plaintiff,

vs.

WIRELESS VISION, LLC; WIRELESS
VISION HOLDINGS, LLC; and DOES 1 to
25, inclusive,

Defendants.

) CASE NO.:

) **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 GIVE REST BREAKS;**
) 8) **FAILURE TO GIVE MEAL**
) **BREAKS;**
) 9) **FAILURE TO REIMBURSE FOR**
) **BUSINESS EXPENSES;**
) 10) **FAILURE TO PROVIDE**
) **PERSONNEL RECORDS;**
) 11) **FAILURE TO PROVIDE PAY**
) **RECORDS;**
) 12) **SEXUAL HARASSMENT IN**
) **VIOLATION OF FAIR**
) **EMPLOYMENT AND HOUSING**
) **ACT ("FEHA");**
) 13) **FAILURE TO PREVENT**
) **HARASSMENT IN VIOLATION OF**
) **FEHA;**
) 14) **NEGLIGENT RETENTION AND**
) **SUPERVISION;**
) 15) **WRONGFUL CONSTRUCTIVE**

1) **DISCHARGE IN VIOLATION OF**
2) **PUBLIC POLICY;**
3) **16) VIOLATION OF BUSINESS AND**
4) **PROFESSIONS CODE SECTION**
5) **17200**

6) **DEMAND FOR JURY TRIAL**
7)
8)
9)

10 COMES NOW Plaintiff, JUANITA WATKINS (hereinafter "Plaintiff"), and alleges as
11 follows:

12 **PARTIES, JURISDICTION, VENUE**

13 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
14 County of San Joaquin in this judicial district because Defendants WIRELESS VISION, LLC;
15 WIRELESS VISION HOLDINGS, LLC and DOES 1 to 25, inclusive, do business in the County
16 of San Joaquin and because Defendants' obligations and liabilities arise therein, and because the
17 work that was performed by Plaintiff in the County of San Joaquin is the subject of this action.
18 Moreover, Plaintiff's damages sought herein exceed \$25,000.

19 2. Plaintiff is a female resident of the County of San Joaquin, State of California.

20 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
21 WIRELESS VISION, LLC is and was a Michigan limited liability company, with its principal
22 place of business in Michigan, doing business in San Joaquin County, California, and which
23 employed Plaintiff. WIRELESS VISION HOLDINGS, LLC is and was Delaware limited
24 liability company, with its principal place of business in Michigan, doing business in San Joaquin
25 County, California, and which employed Plaintiff. Defendant WIRELESS VISION, LLC and
26 Defendant WIRELESS VISION HOLDINGS, LLC and DOES 1 to 25, inclusive, are
27 collectively referred to herein as "WIRELESS VISION" or "Defendant(s)".

28 4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

1 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
2 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
3 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
4 for the conduct alleged herein. Upon discovering the true names and capacities of these
5 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
6 capacities of these fictitiously named defendants.

7 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that
8 information and belief, alleges that at all times herein mentioned, each of the remaining
9 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
10 under the authority of their agency, employment, or representative capacity, with the consent of
11 his/her codefendants.

12 **GENERAL ALLEGATIONS**

13 6. Plaintiff started working for Wireless Vision on or around December 2021. During her
14 tenure, Plaintiff was classified as an hourly, non-exempt employee and was compensated at
15 approximately \$15 per hour. Plaintiff's position was Mobile Expert and she worked as part of
16 the Central California district.

17 7. It is Plaintiff's position that WIRELESS VISION has violated numerous Labor Code
18 sections against Plaintiff.

19 8. WIRELESS VISION violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
20 failed to pay Plaintiff California's statutory minimum wage for all hours worked and for "off
21 the clock" work. This is so because WIRELESS VISION had a policy and practice of rounding
22 down hours worked to the detriment of employees. In addition, WIRELESS VISION also
23 failed to pay Plaintiff for all hours worked to the extent that Plaintiff worked during or through
24 her meal breaks and while she was "off the clock". Furthermore, Plaintiff performed work
25 duties before and after her shifts and while "off the clock", however, she was not compensated
26 for such time.

27 9. Due to the above "off the clock" violations, WIRELESS VISION violated Labor Code
28 §510 because it failed to pay Plaintiff overtime, even though she worked more than 8 hours per

1 day, 12 hours per day, and/or 40 hours per week throughout her employment. In addition,
2 WIRELESS VISION failed to include bonus payments, commissions, or incentive payments in
3 calculating Plaintiff's regular rate of pay for purposes of deciphering her overtime rate of pay.
4 As such, Plaintiff is entitled to overtime compensation.

5 10. WIRELESS VISION violated Labor Code §§ 512 and 226.7 as well as the relevant
6 Industrial Welfare Commission Wage Order (no. 4/7) because it failed to provide Plaintiff the
7 requisite 30-minute, timely, uninterrupted meal periods for every five (5) hours of work
8 throughout her employment, and Plaintiff did not validly waive said meal periods. WIRELESS
9 VISION did not completely relieve Plaintiff of all duty during said meal periods. WIRELESS
10 VISION did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of
11 compensation for each workday that one or more statutory meal periods was not provided.
12 Plaintiff's meal breaks would often be late and after the 5th hour as evidenced by her time
13 records. The culture and work environment at WIRELESS VISION was not conducive to
14 employees such as Plaintiff taking timely, uninterrupted meal periods wherein she was relieved
15 of all work duty. Moreover, assistant manager, "Steven", would discourage Plaintiff from
16 taking her statutory breaks.

17 11. WIRELESS VISION violated Labor Code § 226.7 as well as the relevant Industrial
18 Welfare Commission Wage Order (no. 4/7) because it failed to provide Plaintiff 10-minute rest
19 periods for every four hours of work, or majority portion thereof, throughout their
20 employment. WIRELESS VISION did not completely relieve Plaintiff of all duty during said
21 rest periods. WIRELESS VISION did not pay to Plaintiff one additional hour of pay at
22 Plaintiff's regular rate of compensation for each workday that one or more statutory rest
23 periods was not provided. Like the situation involving meal breaks, Plaintiff rarely received
24 timely, uninterrupted statutory rest breaks. The issues with the statutory meal and rest breaks
25 were due to the store being short-staffed or because there was no coverage, or someone came
26 late.

27 12. Furthermore, during the relevant time period, and due to all of the aforementioned
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1 violations, WIRELESS VISION failed to pay Plaintiff all wages due to her within any time
2 period specified by California Labor Code section 204.

3 13. WIRELESS VISION was also in violation of California Labor Code section 226(a), by
4 failing to include pertinent information on the wage statements, including but not limited to, all
5 hours worked (regular and overtime), gross wages earned, all deductions, net wages earned,
6 premium pay for missed meal and rest breaks, the correct start and end of the pay period, all
7 identifying employee information, the correct name and address of the legal employer, and all
8 applicable hourly rates, among other items. As such, WIRELESS VISION did not provide
9 Plaintiff with complete, accurate itemized wage statements.

10 14. WIRELESS VISION violated Labor Code § 203 because it willfully failed to pay
11 Plaintiff her earned and due wages upon separation of employment, either immediately upon
12 involuntary termination, or within 72 hours of resignation. After Plaintiff's employment at
13 WIRELESS VISION ended, WIRELESS VISION failed and refused to pay all wages earned
14 and due immediately upon separation. These earned but unpaid wages include the unpaid
15 minimum wages, overtime wages, meal/rest period compensation described above, and
16 business expense reimbursement.

17 15. During the relevant time period, Plaintiff incurred necessary, business-related expenses
18 and costs that were not reimbursed by WIRELESS VISION. These costs include, but are not
19 limited to, use of personal cell phones for business-related purposes. Accordingly, WIRELESS
20 VISION was in violation of California Labor Code sections 2800 and 2802.

21 16. During her employment tenure, Plaintiff experienced sexual harassment at the hands of
22 her assistant manager, Steven (hereinafter "Steven" or "Assistant Manager"). In fact, the
23 harassment started as soon as Plaintiff started training. The assistant manager would speak
24 about his past sexual experiences, would invade Plaintiff's personal space, and would make it a
25 point to try to touch her. He would make excuses to try to touch Plaintiff or just be very close
26 to her and would come up behind her. Moreover, the assistant manager, Steven, would make
27 Plaintiff feel as though her job was in jeopardy if she did not flirt with him. Plaintiff lodged a
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1 complaint about the assistant manager on or around December 2021 and repeatedly
2 complained about him to management and to other co-workers. Steven would play loud,
3 inappropriate music and would try to get people to dance with him. In fact, it is Plaintiff's
4 position that Plaintiff was not the first female employee to complain about the assistant
5 manager's sexually harassing conduct, however, nothing was done by Defendant to stop the
6 harassment and ensure a safe working environment for employees.

7 17. When Plaintiff reported the assistant manager's conduct, she specifically stated it was
8 taking a toll on her due to her struggles with anxiety and PTSD. Despite Plaintiff divulging
9 additional personal information in order to get the company to help protect her, nothing was
10 done and Plaintiff was forced to quit her employment in March 2022. Plaintiff did tell Wireless
11 Vision about the reasons she was forced to quit her employment.

12 18. Plaintiff has exhausted her administrative remedies. Prior to the filing of this lawsuit,
13 Plaintiff filed a complaint with the Department of Fair Employment and Housing ("DFEH"),
14 alleging claims in this complaint. The DFEH immediately issued to Plaintiff a right to sue
15 letter.

16 **FIRST CAUSE OF ACTION**

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

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

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

21 19. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
22 1 through 18, inclusive, of this Complaint as though fully set forth herein.

23 20. At all times relevant herein, Defendants were required to compensate their employees
24 for all hours worked upon reporting for work at the appointed time stated by the employer
25 pursuant to Industrial Welfare Commission Order 4/7-2001, California Code of Regulations,
26 Title 8, Section 11040/11070.

27 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
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1 Plaintiff for all hours worked.

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

5 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an
6 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
7 Court.

8 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
9 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled
10 to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable
11 attorney's fees and costs of suit.

12 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
14 amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES**

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

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

19 26. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
20 1 through 25, inclusive, of this Complaint as though fully set forth herein.

21 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
22 to suffer or permit a California employee to work without paying wages at the minimum wage
23 rate for all hours worked as required by the applicable Industrial Welfare Commission
24 (hereinafter "IWC") Wage Order nos. 4/7-2001, codified at California Code of Regulations, Title
25 8, Section 11040/11070, subdivision 4.

26 28. Pursuant to IWC Wage Order nos. 4/7-2001, subdivision 2(K) and 2(G) respectively, at
27 all relevant times, "hours worked" included "the time during which an employee is subject to
28 the control of an employer, and includes all the time the employee is suffered or permitted to
work, whether or not required to do so..."

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

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

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

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

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PAY OVERTIME**

20 **(California Industrial Welfare Commission Order 4/7-2001, California Code of**

21 **Regulations Title 8 Section 11040/11070; California Labor Code Section 510)**

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

23 33. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
24 1 through 32, inclusive, of this Complaint as though fully set forth herein.

25 34. Pursuant to Industrial Welfare Commission Order Nos. 4/7-2001, Cal. Code of Regs.,
26 Title 8, Sections 11040/11070, for the period of Plaintiff's employment, Defendants were
27 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
28 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)

1 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
2 week.

3 35. Plaintiff was a non-exempt employee entitled to the protections of the California
4 Industrial Welfare Commission Order Nos. 4/7-2001, California Code of Regulations, Title 8,
5 Sections 11040/11070.

6 36. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
7 single workday or forty (40) hours in a single workweek on numerous occasions.

8 37. Plaintiff was entitled to the above overtime premiums.

9 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
10 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
11 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
12 twelve (12) in a day.

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

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

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

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

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

25 44. 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 **FOURTH CAUSE OF ACTION**

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

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

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

5 45. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
6 1 through 44, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

27 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28 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)

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

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

53. 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.

54. 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.

55. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated from her employment, Defendants willfully refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

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. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

57. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

58. 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.

1 **SIXTH CAUSE OF ACTION**

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

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

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

5 59. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
6 1 through 58, inclusive, of this Complaint as though fully set forth herein.

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

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

11 62. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed,
12 believes, and thereon alleges, that all times relevant during the liability period, Defendants
13 maintained a policy or practice of not paying Plaintiff wages for all hours worked, including
overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

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

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

21 **SEVENTH CAUSE OF ACTION**

22 **FAILURE TO GIVE REST BREAKS**

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

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

26 66. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 27 a. Title 8 of the California Code of Regulations Sections 11040/11070(12)(A), which
28 provides that every employer shall authorize and permit all employees to take rest

1 periods, which insofar as practicable shall be in the middle of each work period. The
2 authorized rest period time shall be based on the total hours worked daily at the rate
3 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

4 b. Title 8 of the California Code of Regulations Sections 11040/11070(12)(B), which
5 provides that if an employer fails to provide an employee a rest period in accordance
6 with the applicable provisions of this order, the employer shall pay the employee one
7 (1) hour of pay at employee's regular rate of compensation for each workday that the
8 rest period is not provided;

9 c. Title 8 of the California Code of Regulations sections 11040/11070(20)(A), which
10 penalizes the employer \$50.00 for each initial violation, per employee, of any
11 provision of the Wage Order, and \$100.00 for each additional violation thereafter per
12 employee; and

13 d. California Labor Code section 226.7, which states that (a) no employer shall require
14 any employee to work during any rest period mandated by an applicable order of the
15 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
16 a rest period in accordance with an applicable order of the Industrial Welfare
17 Commission, the employer shall pay the employee one (1) additional hour of pay at
18 employee's regular rate of compensation for each work day that the rest period is not
provided.

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

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

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

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

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO GIVE MEAL BREAKS**

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

4 71. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
5 1 through 70, inclusive, of this Complaint as though fully set forth herein.

6 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

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

1 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
2 f. California Labor Code section 1171 and 1173, which have given the California Labor
3 Commission jurisdiction to enact Wage Orders (such as Wage Order Nos. 4/7) as
4 enforceable law.

5 73. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
6 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
7 to take a second relieved meal break after ten (10) hours of work, as required by California law.
8 California Labor Code section 512(a) and California Industrial Welfare Commission Order Nos.
9 4/7, as codified under California Code of Regulations Sections 11040/11070 et. seq. requires
10 that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
11 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
12 duty. California Labor Code section 226.7 provides that employers may not require their
13 employees to work through their meal periods. California Labor Code section 226.7 and
14 California Code of Regulations section 11040/11070 requires that if the employer fails to provide
15 the employee with an uninterrupted meal period, the employer must pay the employee one (1)
16 hour of pay for each work day that the meal period is not given.

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

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

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

25 **NINTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

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

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

4 79. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
5 her duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course of
6 completing her job duties, which were not reimbursed by Defendants. These expenses include,
7 but are not limited to, the use of personal cell phones for work purposes.

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

10 **TENTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE PERSONNEL RECORDS**

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

13 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

15 82. Labor Code section 1198.5 dictates “every current and former employee, or his
16 or her representative, has the right to inspect and receive a copy of the personnel records that the
17 employer maintains relating to the employee’s performance or to any grievance concerning the
18 employee.”

19 83. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the
20 employer shall make the contents of those personnel records available for inspection to the
21 current or former employee, or his or her representative, at reasonable intervals and at reasonable
22 times...” On information and belief, Defendants intentionally failed to provide Plaintiff with
23 personnel records when requested by Plaintiff via letter on May 21, 2022, as required by law.
24 Plaintiff requested her personnel records in accordance with California Labor Code section
25 1198.5(k) on May 21, 2022, via U.S. certified mail, return receipt requested.

26 84. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
27 records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has
28 suffered and continues to suffer substantial losses related to Defendants' failure to provide
personnel records.

1 85. Plaintiff seeks all available remedies for Defendants' violations including, but not
2 limited penalties, and costs to the extent permitted by law and according to proof at trial.
3 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
4 amount of \$750.00, along with costs and attorney's fees.

5 **ELEVENTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE PAY RECORDS**

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

8 86. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 85, inclusive, of this Complaint as though fully set forth herein.

10 87. Labor Code section 226 sub-section (b) dictates "an employer...shall afford
11 current and former employees the right to inspect or copy records pertaining to their
12 employment, upon reasonable request to the employer..."

13 88. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer
14 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
15 pertaining to a current or former employee shall comply with the request as soon as practicable,
16 but no later than 21 calendar days from the date of the request." On information and belief,
17 Defendants intentionally failed to provide Plaintiff with pay records when requested by Plaintiff
18 via certified letter, return receipt requested, on May 21, 2022, and as required by law. Plaintiff
19 requested her pay records in accordance with California Labor Code section 226 on May 21,
20 2022, via certified mail. Defendant failed to provide Plaintiff with an opportunity to inspect or
21 copy her pay records within 21 days.

22 89. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered
23 and continues to suffer substantial losses related to Defendants' failure to provide pay records.
24 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
25 amount of \$750.00, along with costs and attorney's fees.

26 90. Plaintiff seeks all available remedies for Defendants' violations including, but not
27 limited penalties, and costs to the extent permitted by law and according to proof at trial.

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1 **TWELFTH CAUSE OF ACTION**

2 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

3 **(Plaintiff against All Named Defendants and all DOE Defendants)**

4 91. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

6 92. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was in
7 full force and effect and was binding on Defendants. Specifically, Government Code section
8 12940(j) prohibits an employer from sexually harassing an employee on the basis of her sex.

9 93. Steven was and is at all times relevant hereto an employee of WIRELESS VISION and
10 Plaintiff's supervisor/assistant manager. Steven had unequivocal control over Plaintiff's work ,
11 had the authority to direct Plaintiff, and had the ability to fire and/or discipline Plaintiff. The
12 actions of Steven towards Plaintiff, while in the course and scope of his employment with
13 WIRELESS VISION as described herein, created a hostile sexual environment which materially
14 altered Plaintiff's working conditions, and which constitutes sexual harassment in violation of
California Government Code section 12940(j)(1).

15 94. In engaging in the aforementioned conduct, Defendants and DOES 1 to 25, inclusive,
16 and each of them, aided, abetted, incited, compelled, and/or coerced unlawful employment
17 practices in violation of the announced policy of this State against such practices. Furthermore,
18 they failed to take immediate and appropriate corrective action to prevent this harassment.

19 95. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and will
20 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary
21 loss according to proof. Plaintiff has also suffered and will continue to suffer physical and
22 emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment,
23 fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be
24 ascertained at trial.

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

28 97. The acts of oppression, fraud, and/or malice, were engaged in by employees of

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

9 98. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
10 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
11 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
12 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
13 award of attorneys' fees and costs.

14 **THIRTEENTH CAUSE OF ACTION**

15 **FAILURE TO PREVENT HARASSMENT IN VIOLATION OF FEHA**

16 **(Plaintiff against All Named Defendants and all DOE Defendants)**

17 99. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 98, inclusive, of this Complaint as though fully set forth herein.

19 100. At all times herein mentioned, FEHA, California Government Code section
20 12940(k),
21 was in full force and effect and was binding on Defendants. This statute states that it is an
22 unlawful employment practice in California for an employer to "fail to take all reasonable steps
23 necessary to prevent discrimination and harassment from occurring."

24 101. As alleged above, Plaintiff was subjected to harassment.

25 102. Defendants failed to take all reasonable steps necessary to prevent harassment. In
26 addition, WIRELESS VISION failed to remedy such harassment when it realized and was
27 informed that it was occurring. WIRELESS VISION further failed to train, supervise and
28 monitor its employees and agents, including Assistant Manager Steven.

103. The failure of Defendants to prevent harassment and retaliation created and

1 encouraged an environment where such harassment and retaliation was condoned, encouraged,
2 tolerated, sanctioned, and/or ratified.

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

8 105. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
9 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
10 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
11 their workers' right to work in an environment free of harassment and retaliation, so as to justify
12 the imposition of punitive damages to punish and set an example of said Defendants.

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

16 **FOURTEENTH CAUSE OF ACTION**

17 **NEGLIGENT RETENTION AND SUPERVISION**

18 **(Plaintiff against WIRELESS VISION and all DOE Defendants)**

19 107. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 106, inclusive, of this Complaint as though fully set forth herein.

21 108. Upon information and belief, WIRELESS VISION, by and through its agents and
22 employees, knew or reasonably should have known through reasonable investigation, of assistant
23 manager Steven's propensity for sexually harassing behavior.

24 109. Defendants had a duty not to hire or retain Steven, provide proper training to
25 Steven and provide reasonable supervision of Steven.

26 110. Defendants negligently hired, retained and/or failed to adequately train and
27 supervise Steven in his position as supervisor/assistant manager, wherein Steven was able to
28 commit the wrongful acts complained of herein against Plaintiff. Defendants failed to provide

1 reasonable supervision of Steven despite knowing of his propensities for sexually harassing
2 behavior.

3 111. As a result of the above-described conduct, Plaintiff has suffered and continues
4 to suffer a great amount of stress, anxiety, humiliation, embarrassment, loss of sleep, loss of
5 confidence, loss of self-esteem, and general discomfort.

6 112. Defendants engaged in these acts alleged herein and/or condoned, permitted,
7 authorized, and/or ratified the conduct of their employees and agents and are vicariously liable
8 for the wrongful conduct of their employees and agents for this cause of action.

9 **FIFTEENTH CAUSE OF ACTION**

10 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

11 **(Plaintiff against All Named Defendants and all DOE Defendants)**

12 113. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 112 inclusive, of this Complaint as though fully set forth herein.

14 114. At all times during her employment with Defendants, Plaintiff performed her
15 duties with the utmost diligence and competence.

16 115. Due to the aforementioned sexual harassment and failure to prevent sexual
17 harassment and a hostile work environment, the work environment became intolerable for
18 Plaintiff, especially in having to continue working with Steven, her harasser. As a result, Plaintiff
19 was forced to quit her employment and put herself in financial hardship.

20 116. The employment of Plaintiff was wrongfully constructively terminated in or
21 around March 2022 in violation of the fundamental public policy of the State of California with
22 respect to protecting employees from sexual harassment and from a hostile work environment.
23 Plaintiff was forced to hire an attorney to assist her to end these illegal activities. Said conduct
24 violated statutory and constitutional expressions of public policy including, but not limited to,
25 California Government Code sections 12940 et seq., and the California Constitution, Article 1
26 section 8.

27 117. As set forth above, said actions by Defendants were wrongful and in violation of
28 the fundamental principles of the public policy of the State of California as reflected in its laws,
objectives and policies. Said statutes and constitutional expressions of public policy include,

1 but are not limited to, California Government Code sections 12940 et seq., and the California
2 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
3 just the private interests of the employers and employees whom they govern or protect.

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

9 119. The foregoing conduct engaged in by Defendants and each of their directors,
10 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
11 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
12 an environment free of harassment, so as to justify the imposition of punitive damages to punish
13 and set an example of said Defendants.

14 **SIXTEENTH CAUSE OF ACTION**

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

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

17 **(Plaintiff against All Named Defendants and all DOE Defendants)**

18 120. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 119, inclusive, of this Complaint as though fully set forth herein.

20 121. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
21 WIRELESS VISION constitutes unfair and unlawful business practices under California
22 Business and Professions Code Section 17200, et seq.

23 122. Defendants' violations of the FEHA and the California Labor Board constitutes
24 a business practice because it was done repeatedly over a significant period of time in a
25 systematic manner that was detrimental to Plaintiff

26 123. For the four years preceding the filing of this action, Plaintiff has suffered
27 damages and
28 request damages and/or restitution of all monies and profits to be disgorged from Defendant
WIRELESS VISION in an amount according to proof at time of trial, but in excess of the

jurisdiction of this Court.

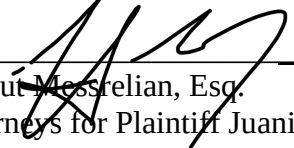
WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as follows:

1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
2. For general damages in an amount subject to proof at trial;
3. For punitive and exemplary damages against WIRELESS VISION in an amount subject to proof;
4. For special and consequential damages to the extent allowed by law;
5. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
8. For restitution and disgorgement for all unfair business practices by Defendant WIRELESS VISION against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining Defendant WIRELESS VISION from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. 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;
11. 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;
12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint;
13. 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;

- 1 14. For the imposition of civil penalties and/or statutory penalties;
2 15. For all interest as allowed by law;
3 16. For all costs and disbursements incurred in this suit;
4 17. Reasonable attorney's fees where available by law, including but not limited to,
5 pursuant to Labor Code section 2698 et seq., and the California Labor Code, including
6 Labor Code section 1102.6 and/or other applicable laws;
7 18. For such other and further relief as this Court may deem proper.

8 DATED: August 26, 2022

MESSRELIAN LAW INC.

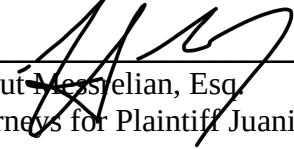
10 By 
11 Harout Messrelian, Esq.
12 Attorneys for Plaintiff Juanita Watkins

13 **DEMAND FOR JURY TRIAL**

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

16 DATED: August 26, 2022

MESSRELIAN LAW INC.

18 By 
19 Harout Messrelian, Esq.
20 Attorneys for Plaintiff Juanita Watkins