

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (272020)
 500 N. Central Ave., Suite 840
 Glendale, California 91203
 Telephone: (818) 484-6531
 Facsimile: (818) 956-1983

Attorneys for Plaintiff JENNIFER COLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JENNIFER COLE,

Plaintiff,

vs.

L LOVE INC. and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: **22ST CV 34398**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 10) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 11) DISCRIMINATION BASED ON RACE/ETHNICITY IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT;**
- 12) WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;**
- 13) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

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JURY TRIAL DEMANDED

COMES NOW Plaintiff, JENNIFER COLE (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

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

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant L LOVE INC. is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff. L LOVE INC. and DOES 1 to 25 are collectively referred to herein as "L LOVE" or "Defendant(s)".

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner

1 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
2 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
3 and capacities of these fictitiously named defendants.

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

10 **GENERAL ALLEGATIONS**

11 6. Plaintiff started working for L LOVE on or around May 2022. During her employment,
12 Plaintiff was classified as an hourly, non-exempt employee and worked as a customer service
13 representative.
14

15 7. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
16 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
17 Security Services USA, Inc., an onsite security provider. After about a year of employment,
18 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
19 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
20 termination of employment and weekly payment of wages to temporary employees. The trial
21 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
22 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
23 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
24 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
25 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
26 PAGA representative to sue for violations that the representative has personally suffered. The
27 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
28 and others. The statute also states that an “aggrieved employee” is “any person who was

1 employed by the alleged violator and against whom one or more of the alleged violations was
2 committed.” Because at least one of the violations that Huff had alleged had affected him
3 personally, the Court of Appeal denied Securitas’ motion.

4 8. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
5 other employees, it allows for suits broader than the specific violations the named employee
6 experienced. Therefore, even if the employee did not personally experience the Labor Code
7 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
8 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
9 other employees, including ALL hourly, non-exempt employees.
10

11 9. It is Plaintiff’s position that L LOVE has committed the following labor code violations
12 against Plaintiff and other hourly, non-exempt employees who worked for L LOVE at any of
13 their California locations during the relevant PAGA period:

14 10. L LOVE did not provide Plaintiff and other similarly situated aggrieved employees
15 with the minimum wages to which they were entitled for all work performed and did not
16 compensate her and others for all hours worked pursuant to California Labor Code sections
17 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and were not
18 paid for time that they worked “off the clock” in that Plaintiff would have to actually clock in
19 and out for her rest periods and would not get credit for those hours worked. Moreover, the
20 company had a policy and practice of rounding down hours worked and “time shaving”, which
21 led to the employees not being paid for all hours worked, which would include the minimum
22 wage.

23 11. Due to the above “off the clock” violations and as a matter of company policy, L LOVE
24 violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved
25 employees overtime, even though they worked more than 8 hours per day, 12 hours per day,
26 and/or 40 hours per week throughout their employment. Plaintiff’s and others’ actual work hours,
27 which included the “off the clock” work as described above, entitled them to overtime, however,
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1 it was not company policy to keep accurate track of all hours worked and to pay employees all
2 due overtime. In addition, L LOVE did not include bonuses and/or incentive payments in
3 calculating employees' true regular rate of pay for purposes of deciphering their correct overtime
4 rate of pay.

5 12. L LOVE violated Labor Code § 226.7 along with Industrial Welfare Commission Wage
6 Order no. 1/7 because it failed to provide Plaintiff and other similarly situated aggrieved
7 employees 10-minute rest periods for every four hours of work, or majority portion thereof,
8 throughout their employment. L LOVE did not completely relieve Plaintiff of all duty during
9 said rest periods. L LOVE did not pay to Plaintiff one additional hour of pay at Plaintiff's regular
10 rate of compensation for each workday that one or more statutory rest periods was not provided.
11 Rest breaks were not always authorized or enforced at the workplace. When Plaintiff and others
12 were able to get rest breaks, management would make them clock out and then clock back in,
13 wherein employees were not getting credit for all hours worked.

14 13. L LOVE also violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
15 Commission Wage Order No. 1/7 because it failed to provide Plaintiff and other similarly
16 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
17 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
18 periods. L LOVE did not completely relieve Plaintiff of all duties during said meal periods. L
19 LOVE did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of
20 compensation for each workday that one or more statutory meal periods was not provided. If L
21 LOVE had Plaintiff sign a meal period waiver, it would not be valid and enforceable since
22 Plaintiff and others generally worked more than a 6-hour shift. If L LOVE had Plaintiff sign an
23 on-duty meal period agreement wherein Plaintiff agreed to work through her meal period, it
24 would also be invalid and unenforceable because the nature of Plaintiff's job does not prevent her
25 from taking a meal period. As such, Plaintiff and others did not always receive statutory, timely
26 meal periods before the 5th hour during their employment.

27 14. Furthermore, even if L LOVE did in fact provide meal period penalties to Plaintiff and
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1 others for late, short, interrupted, or no meal periods, that does not absolve L LOVE of PAGA
2 penalties. In Kirby v. Immoos Fire Protection, Inc. (2012) 53 Cal.4th 1244, 1256, the Court
3 stated that “section 226.7 does not give employers a lawful choice between
4 providing *either* meal and rest breaks *or* an additional hour of pay” (emphasis in original). Thus,
5 the extra hour of pay does not excuse the violation; the employer has still committed a violation
6 even if the remedy for the violation has been paid. See also Wert v. U.S. Bancorp (S.D. Cal. Mar.
7 22, 2016, 2016 WL 1110302 at *4).

8 15. Furthermore, during the relevant time period and due to the above-mentioned labor code
9 violations, L LOVE failed to pay Plaintiff and other similarly situated aggrieved employees all
10 wages due to them within any time period specified by California Labor Code section 204,
11 including the minimum wages and overtime as described above as well as meal/rest break
12 premiums. L LOVE was also in violation of California Labor Code section 226(a) by failing to
13 include pertinent information on the wage statements, including but not limited to, all hours
14 worked, gross wages earned, net wages earned, all deductions, premium payments for meal and
15 rest breaks, the correct legal name and address of the employer, the correct beginning and end
16 of the pay period, all applicable hourly rates, and all identifying employee information, among
17 other items. As such, L LOVE did not provide Plaintiff and other similarly situated aggrieved
18 employees with complete, accurate itemized wage statements.

19 16. L LOVE violated Labor Code § 203 because it willfully failed to pay other similarly
20 situated aggrieved employees earned and due wages upon separation of employment, either
21 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
22 unpaid wages include compensation for all hours worked including minimum wages and
23 overtime compensation, and premiums for the missed meal and rest breaks.

24 17. During the relevant time period, L LOVE also failed to keep accurate and complete
25 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
26 other aggrieved employees pursuant to California Labor Code sections 1174(d).

27 18. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
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1 business-related expenses and costs that were not reimbursed by L LOVE. These costs include,
2 but are not limited to, use of personal cell phones for work purposes. Accordingly, L LOVE was
3 in violation of California Labor Code sections 2800 and 2802.

4 19. Furthermore, Plaintiff would have individual claims against L LOVE for discrimination
5 based on her race/ethnicity in violation of the Fair Employment and Housing Act (FEHA) in that
6 Plaintiff was the only non-Korean worker at L LOVE. Management treated her differently based
7 on that fact, including forcing her to clock in and out for her rest periods and excluding Plaintiff
8 from team meetings. The work environment became intolerable for Plaintiff due to the disparity
9 in the way she was being treated and she was forced to quit her employment in July 2022.

10 **FIRST CAUSE OF ACTION**

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

12 **(California Industrial Welfare Commission Order 1-2001/7-2001, California Code of**
13 **Regulations Title 8 Section 11010/11070, and California Labor Code Section 1198)**

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

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

17 21. At all times relevant herein, Defendants were required to compensate its employees for
18 all hours worked upon reporting for work at the appointed time stated by the employer
19 pursuant to Industrial Welfare Commission Order 1-2001, California Code of Regulations,
20 Title 8, Section 11010 and/or Industrial Welfare Commission Order 7-2001, California Code of
21 Regulations, Title 8, Section 11070.

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

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

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

3 25. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
4 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
5 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
6 reasonable attorney's fees and costs of suit.

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

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

17 28. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
18 to suffer or permit a California employee to work without paying wages at the minimum wage
19 rate for all hours worked as required by the applicable Industrial Welfare Commission
20 (hereinafter "IWC") Wage Order No. 1-2001, codified at California Code of Regulations, Title
21 8, Section 11010, subdivision 4 and/or Wage Order No. 7-2001, codified at California Code of
22 Regulations, Title 8, Section 11070, subdivision 4.

23 29. Pursuant to IWC Wage Order no. 1-2001 and/or 7-2001, subdivision 2(G)/2(K), at all
24 relevant times, "hours worked" included "the time during which an employee is subject to the
25 control of an employer, and includes all the time the employee is suffered or permitted to work,
26 whether or not required to do so..."

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

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

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

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

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME**

19 **(California Industrial Welfare Commission Order 1-2001/7-2001, California Code of**
20 **Regulations Title 8 Section 11010/11070)**

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

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

24 35. Pursuant to Industrial Welfare Commission Order No. 1-2001, California Code of
25 Regulations, Title 8, Section 11010 and/or Industrial Welfare Commission Order No. 7-2001,
26 California Code of Regulations, Title 8, Section 11070, for the period of Plaintiff's
27 employment, Defendants were required to compensate Plaintiff for all overtime, which is
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1 calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of
2 eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for
3 hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on
4 the seventh consecutive workday in a week.

5 36. Plaintiff was a non-exempt employee entitled to the protections of the California
6 Industrial Welfare Commission Order No. 1-2001, California Code of Regulations, Title 8,
7 Section 11010 and/or California Industrial Welfare Commission Order No. 7-2001, California
8 Code of Regulations, Title 8, Section 11070.

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

11 38. Plaintiff worked more than twelve (12) hours in a single workday.

12 39. Plaintiff was entitled to the above overtime premiums.

13 40. 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 eight (8) in a day.

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

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

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

21 44. Defendants know or should know the actual dates of overtime worked, the amount of
22 overtime worked, and the amount of unpaid overtime due.

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

26 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
27 Regulations, Title 8, Sections 11010 and/or 11070 , Plaintiff is entitled to recover damages for
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1 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
2 reasonable attorney's fees and costs of suit.

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

6 **FOURTH CAUSE OF ACTION**

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

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

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

10 48. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

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

14 50. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
15 that accurately reflected all information required by Labor Code Section 226, including but not
16 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
17 the employee (regular and overtime), all applicable hourly rates, all deductions, premium pay
18 for missed rest breaks and meal breaks, the correct start and end of the pay period, the correct
19 name and address of the legal employer, and business expense reimbursement. Therefore,
20 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
21 accordance with California Labor Code Section 226(a).

22 51. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
23 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
24 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
25 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
26 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
27 the 1-year period immediately preceding the date this lawsuit was filed.
28

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

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

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10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

12 **(California Labor Code Sections 201, 203)**

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

14 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

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

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

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

26 58. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
27 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.
28

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

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

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

11 **SIXTH CAUSE OF ACTION**

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

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

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

15 62. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

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

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

21 65. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
22 informed, believes, and thereon alleges, that all times relevant during the liability period,
23 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
24 including overtime hours and the minimum wage as well as premiums for missed rest breaks
25 and meal breaks.

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

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

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO GIVE REST BREAKS**

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

9 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.
11

12 80. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 13 a. Title 8 of the California Code of Regulations Sections 11010(12)(A) and/or
14 11070(12)(A), which provide that every employer shall authorize and permit all
15 employees to take rest periods, which insofar as practicable shall be in the middle of
16 each work period. The authorized rest period time shall be based on the total hours
17 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
18 fraction thereof;
19
- 20 b. Title 8 of the California Code of Regulations Sections 11010(12)(B) and/or
21 11070(12)(B), which provides that if an employer fails to provide an employee a
22 rest period in accordance with the applicable provisions of this order, the employer
23 shall pay the employee one (1) hour of pay at employee's regular rate of
24 compensation for each workday that the rest period is not provided;
25
- 26 c. Title 8 of the California Code of Regulations sections 11010(20)(A) and/or
27 11070(20)(A), which penalizes the employer \$50.00 for each initial violation, per
28 employee, of any provision of the Wage Order, and \$100.00 for each additional

violation thereafter per employee; and

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

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

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

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

84. 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.

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

85. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 84, inclusive, of this Complaint as though fully set forth herein.

2 86. Plaintiff brings this cause of action under the following laws, for the following
3 reasons:

- 4 a. California Labor Code section 512(a), which requires that employees be given a 30-
5 minute uninterrupted meal break after five (5) hours of work, and a second
6 uninterrupted meal break after ten (10) hours of work;
7
8 b. California Labor Code section 226.7, which states that (a) no employer shall require
9 any employee to work during any meal period mandated by an applicable order of
10 the Industrial Welfare Commission, and (b) if any employer fails to provide an
11 employee a meal period in accordance with an applicable order of the Industrial
12 Welfare Commission, the employer shall pay the employee one (1) additional hour
13 of pay at the employee's regular rate of compensation for each workday that the
14 meal period is not provided;
15
16 c. California Industrial Welfare Commission Order No. 1 and/or 7 section 11(B), as
17 codified under Title 8 of the California Code of Regulations Section 11010 and/or
18 11070, which state that if an employer fails to provide an employee a meal period in
19 accordance with the applicable provisions of the Wage Order, the employer shall
20 pay the employee one (1) hour of pay at the employee's regular rate of
21 compensation for each workday that the meal period is not provided;
22
23 d. California Industrial Welfare Commission Wage Order No. 1 and/or 7 Section
24 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
25 11010 and/or 11070, which require an employer to maintain records documenting
26 its employees' meal periods;
27
28 e. California Industrial Welfare Commission wage order No. 1 and/or 7 Section

1 20(A), as codified under California Code of Regulations Section 11010 and/or
2 11070, which penalizes the employer \$50.00 for each initial violation, per
3 employee, of any provision of the Wage Order, and \$100.00 for each additional
4 violation thereafter per employee; and

- 5 f. California Labor Code section 1171 and 1173, which have given the California
6 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 1
7 and/or 7) as enforceable law.
8

9 87. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
10 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
11 take a second relieved meal break after ten (10) hours of work, as required by California law.
12 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
13 1 and/or 7, as codified under California Code of Regulations Sections 11010 and/or 11070 et.
14 seq., require that employees receive uninterrupted meal periods every five (5) hours of
15 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
16 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
17 not require their employees to work through their meal periods. California Labor Code section
18 226.7 and California Code of Regulations section 11010 and/or 11070 require that if the
19 employer fails to provide the employee with an uninterrupted meal period, the employer must
20 pay the employee one (1) hour of pay for each workday that the meal period is not given.
21

22 88. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
23 regulations, and wage orders alleged in this cause of action along with any allowable interest,
24 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
25 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
26

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

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

4
5 **NINTH CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT**

7 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
8 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,**
9 **1198, 2802.)**

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

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

13 92. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
14 Defendants of the specific violations of the California Labor Code that Defendants
15 and DOE defendants have violated and continue to violate.

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

18 94. Plaintiff therefore has exhausted all administrative remedies required of her under
19 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
20 cause of action and pursue penalties in a representative action for Defendants' violations of the
21 Labor Code.

22 95. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
23 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
24 departments, divisions, commissions, boards, agencies, or employees for violation of the code
25 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
26 on behalf of himself or herself and other current or former employees pursuant to the
27 procedures specified in California Labor Code section 2699.3.
28

1 96. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
2 violator and had one or more of the alleged violations committed against her, and therefore is
3 properly suited to represent the interests of other current and former hourly, non-exempt
4 employees who worked for L LOVE at its various locations in the State of California
5 during the PAGA period.

6 97. Based on the acts alleged above, Plaintiff, on behalf of herself and all other hourly,
7 non-exempt employees who worked for L LOVE in the State of California during
8 the applicable PAGA period, seeks penalties under California Labor Code sections 2698 and
9 2699 because of Defendants’ violations of numerous provisions of the California Labor Code
10 as alleged in this Complaint.

11 98. Plaintiff therefore has exhausted all administrative remedies required of her under
12 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
13 cause of action and pursue penalties in a representative action for Defendants’ violations of the
14 Labor Code.

15 99. California Labor Code section 2699 et seq. imposes penalties upon culpable
16 Defendants for violating the Labor Code.

17 100. California Labor Code section 558 establishes a civil penalty as follows: Any
18 employer or other person action on behalf of an employer who violates, or causes to be
19 violated, a section of this chapter or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
21 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
22 dollars (\$50) for each underpaid employee for each pay period for which the employee was
23 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
24 employee for each pay period for which the employee was underpaid ...;

25 101. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
26 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
27 seeking individual/victim specific relief or underpaid wages under this particular cause of
28 action.

1 102. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
2 law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
3 the following:

4 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
5 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802
6 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage
7 Orders (Order nos. 1 and/or 7) violated based on the facts alleged in this Complaint.

8 103. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
9 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
10 employees as alleged herein in an amount to be shown according to proof at trial and within the
11 jurisdictional limits of this Court.

12 **TENTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

15 104. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 103, inclusive, of this Complaint as thought fully set forth herein.

17 105. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
18 employee for all necessary expenditures or losses incurred by the employee in direct
19 consequence of the discharge of his or her duties."
20

21 106. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
22 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
23 of completing his job duties, which were not reimbursed by Defendant. These
24 costs include, but are not limited to, use of personal cell phones for work purposes.

25 107. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
26 and attorney's fees and costs, under Labor Code section 2802.

27 **ELEVENTH CAUSE OF ACTION**

DISCRIMINATION ON THE BASIS OF RACE, NATIONAL ORIGIN, AND/OR
ANCESTRY IN VIOLATION OF FEHA

(Plaintiff against All Named Defendants and all DOE defendants)

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

109. Defendants and DOES 1 to 25, inclusive, are covered employers under California's Fair Employment and Housing Act.

110. At all times herein mentioned, FEHA, Government Code section 12940, et seq., was in full force and effect and was binding on Defendants. This statute requires Defendants to refrain from discriminating against any employee based on his or her race/ethnicity.

111. Plaintiff was subjected to adverse employment action based upon her race, national origin, and/or ancestry in the form of being treated differently at the workplace as alleged above because she was not Korean. These adverse employment acts were based on and substantially motivated in whole or in part by purposeful race discrimination, as prohibited by the laws of the State of California. This cause of action is brought pursuant to FEHA and the California Constitution Article 1, section 8.

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

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

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

7
8 115.As a proximate result of the foregoing conduct, which violated the provisions of
9 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
10 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

11 **TWELFTH CAUSE OF ACTION**
12 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

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

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

16 117.At all times during his employment with L LOVE , Plaintiff performed
17 her duties with the utmost diligence and competence.

18 118.Defendants intentionally created an illegal and hostile work environment and
19 atmosphere through the disparate treatment received by Plaintiff due to her national
20 origin/ethnicity/race in being African American/Native American and non-Korean and Plaintiff
21 had no alternative but to quit her job.

22 119.The employment of Plaintiff was constructively wrongfully terminated in or
23 around July 2022 in violation of the fundamental public policy of the State of
24 California with respect to discriminating against an employee on account of her
25 ethnicity/race/national origin. Moreover, Plaintiff was forced to hire an attorney to assist her to
26 end these illegal activities. Said conduct violated statutory and constitutional expressions of
27 public policy including, but not limited to, California Government Code sections 12940 et seq.,
28 and the California Constitution, Article 1 section 8.

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

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

13 122.The foregoing conduct engaged in by Defendants and each of its directors,
14 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
15 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
16 an environment free of harassment based on sex, so as to justify the imposition of punitive
17 damages to punish and set an example of said Defendants.
18
19

20 **THIRTEENTH CAUSE OF ACTION**

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

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

23 **(Plaintiff against All Named Defendants and all DOE defendants)**

24 123. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 122, inclusive, of this Complaint as though fully set forth herein.
26

27 124. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
28 constitutes unfair and unlawful business practices under California Business and Professions

1 Code Section 17200, et seq.

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

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

9 **PRAYER FOR RELIEF**

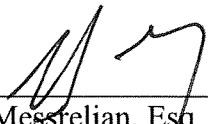
10 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
11 follows:

- 12 1. For compensatory damages including lost past and future wages, regular wages,
13 overtime, and all other sums of money, including employment benefits, together with
14 interest on said amounts, and any other economic injury to Plaintiff, according to proof;
- 15 2. For general damages according to proof;
- 16 3. For special and consequential damages to the extent allowed by law;
- 17 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
18 at trial;
- 19 5. For an award of punitive damages against Defendant CALAVO according to proof;
- 20 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
21 subject to proof at trial;
- 22 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
23 proof at trial;
- 24 8. For restitution and disgorgement for all unfair business practices by Defendant CALAVO
25 against Plaintiff in an amount subject to proof at trial;
- 26 9. For an order enjoining Defendant CALAVO from further unfair and unlawful business
27 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 28 10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours

- 1 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 2 11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
- 3 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 4 12. For maximum civil penalties available under the Labor Code and applicable Wage
- 5 Order against Defendants as described more particularly in the Complaint and
- 6 representative PAGA claim;
- 7 13. For all remedies available to Plaintiff under the applicable Wage Order and the
- 8 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 9 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 10 to the extent permitted by law via PAGA;
- 11 14. For the imposition of civil penalties and/or statutory penalties;
- 12 15. For all interest as allowed by law;
- 13 16. For all costs and disbursements incurred in this suit;
- 14 17. Reasonable attorney's fees where available by law, including but not limited to,
- 15 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
- 16 Labor Code section 1102.5, the Labor Code, FEHA; and/or other applicable laws; and
- 17 18. For such other and further relief as this Court may deem proper.

18 DATED: October 26, 2022

MESSRELIAN LAW INC.

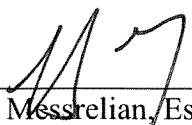
19 By 
20 Harout Messrelian, Esq.
21 Attorneys for Plaintiff Jennifer Cole

22 **DEMAND FOR JURY TRIAL**

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

24 DATED: October 26, 2022

MESSRELIAN LAW INC.

25 By 
26 Harout Messrelian, Esq.
27 Attorneys for Plaintiff Jennifer Cole
28