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ASHLEY MEJIA

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

ASHLEY MEJIA, an individual,

Plaintiff,

vs.

QUEST DIAGNOSTICS
INCORPORATED, a Delaware
corporation; ADRIANA DELGADILLO,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25STCV08719

COMPLAINT FOR:

- 1. SEX DISCRIMINATION ON THE BASIS OF PREGNANCY (Govt. Code §12940(a));**
- 2. DISCRIMINATION BASED UPON PHYSICAL DISABILITY (Govt. Code §12940);**
- 3. FAILURE TO PREVENT DISCRIMINATION (Govt. Code §12940(k));**
- 4. RETALIATION IN VIOLATION OF PUBLIC POLICY (Govt. Code §12940 *et seq.*);**
- 5. HARASSMENT DUE TO PHYSICAL DISABILITY (Govt. Code §12940(a));**
- 6. FAILURE TO ACCOMMODATE PHYSICAL DISABILITY IN VIOLATION OF GOVT. CODE §12940(m);**
- 7. FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS IN VIOLATION OF GOVT. CODE §12940(n);**
- 8. HOSTILE WORK ENVIRONMENT IN VIOLATION OF GOVT. CODE §12940 *ET SEQ.*;**
- 9. WRONGFUL TERMINATION IN VIOLATION OF FEHA IN VIOLATION OF GOVT. CODE §12940 *et seq.*;**
- 10. FAILURE TO PAY MINIMUM WAGES DUE (Cal. Labor Code §§ 1194, 1194.2,**

- 1197, 1197.1 1198; IWC Wage Order No. 4);
11. FAILURE TO PROVIDE MEAL PERIODS (Cal. *Labor Code* §226.7; IWC Wage Order No. 4);
12. FAILURE TO PROVIDE REST PERIODS (Cal. *Labor Code* §226.7; IWC Wage Order No. 9);
13. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. *Labor Code* §226; IWC Wage Order No. 4);
14. FAILURE TO PAY WAGES DUE AT TERMINATION (Cal. *Labor Code* §203; IWC Wage Order No. 4);
15. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. *Labor Code* § 2802);
16. FAILURE TO PROVIDE A UNIFORM MAINTENANCE ALLOWANCE (Cal. *Labor Code* § 2802);
17. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5); and
18. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.).

DEMAND FOR A JURY TRIAL

Ashley Mejia alleges the following:

I.

JURISDICTION AND VENUE

1. This action is brought pursuant to California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes. This Court also has jurisdiction over this Complaint under Code of Civil Procedure §410.10.

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

II.

PARTIES

3. Plaintiff Ashley Mejia (“Plaintiff”) was an employee of Defendant Quest Diagnostics Incorporated (“QUEST”) and at all times relevant to the matters alleged herein, has been a resident of Los Angeles County.

4. Plaintiff is informed and believes and thereon alleges that Defendant QUEST is a Delaware corporation with its principal place of business located at 500 Plaza Drive, Secaucus, New Jersey 07094. At all material times, QUEST has been, and is, a company that provides diagnostic information services. Plaintiff is informed and believes and thereon alleges that at all times material hereto QUEST has been authorized to do business and has been doing business in the State of California.

5. Plaintiff is informed and believes and thereon alleges that Defendant Adriana Delgadillo (“Adriana”) (collectively with QUEST “Defendants”) is an individual, who at all times relevant herein, was a resident of Los Angeles County. Adriana was Plaintiff’s former manager at QUEST.

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

7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as Does 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such fictitious names and capacities. Plaintiff will amend her Complaint to show their true names and capacities when they have been ascertained. Plaintiff is informed and believes and thereon

1 alleges that at all times relevant, each of these fictitiously named Doe Defendants was an
2 individual person who owned, controlled, or managed the business for which Plaintiff worked
3 and/or who directly or indirectly exercised operational control over Plaintiff's working
4 conditions. These Doe Defendants held ownership, officer, director and/or executive positions
5 with the remaining Defendants, and acted on behalf of the remaining Defendants, which
6 included decision-making responsibility for, and establishment of, sex discrimination and
7 physical disability discrimination and wage and hour policies and practices for Defendants,
8 which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the remaining
9 Defendants, are "employers" as a matter of law and personally liable on the causes of action
10 alleged herein.

11 8. Plaintiff is informed and believes and thereon alleges that Defendants Does 1
12 through 100 are, and at all times relevant hereto were, persons, corporations or other business
13 entities organized and existing under and by virtue of the laws of the State of California, and
14 are/were qualified to transact and conduct business in the State of California, and did transact
15 and conduct business in the State of California, and are thus subject to the jurisdiction of the
16 State of California. Specifically, Does 1 through 100 maintain offices, operate businesses,
17 employ persons, and conduct business in, and engage in disability discrimination and sex
18 discrimination and wage and hour violations in the County of Los Angeles.

19 9. Plaintiff is informed and believes and thereon alleges that Defendants directly
20 employed or exercised control over Plaintiff's working conditions.

21 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
22 fictitiously named Defendants aided and assisted the named Defendants in committing the
23 wrongful acts alleged herein, and that her damages were proximately caused by each
24 Defendant.

25 III.

26 PAGA NOTICE

27 11. Pursuant to the California Labor Code, on or about March 25, 2025, Plaintiff
28 filed a notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue

1 claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff
2 further reserves the right to amend this Complaint once she completes and complies with the
3 provisions under the law.

4 **IV.**

5 **FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF ACTION**

6 **Employment Information**

7 12. Plaintiff began working for QUEST in or about December 2021 and was
8 wrongfully terminated on or about March 5, 2025. Plaintiff's job position was Patient Service
9 Representative 1. Plaintiff opened the location, completed daily data logs, set up specimen
10 bags, greeted new patients, drew blood, took inventory and assisted patients. Plaintiff initially
11 earned \$20.00 per hour and her ending pay rate was \$23.12 per hour. Plaintiff worked 5 days
12 per week, between 8-9 hours per day.

13 **Sex and Disability Discrimination and Wrongful Termination**

14 13. Plaintiff was denied a work environment free of sex and disability
15 discrimination.

16 14. In or about July 2024, Plaintiff became pregnant while working for QUEST. As
17 such, this condition constitutes a physical disability, as that term is defined in *Government*
18 *Code* § 12926(l)(1)(A), (B).

19 15. In or about January 2025, Plaintiff was provided the following restrictions due
20 to her pregnancy: being able to take her breaks, not working overtime, not carrying, lifting or
21 pushing.

22 16. Plaintiff informed her manager, Adriana, regarding her restrictions. However,
23 QUEST did not adhere to Plaintiff's restrictions. When Plaintiff attempted to follow her
24 restrictions, QUEST began retaliating against her.

25 17. Adriana became angry at Plaintiff due to her restrictions and she would send
26 emails to Plaintiff complaining about Plaintiff not working fast enough.

27 //

28 //

1 18. Plaintiff reported Adriana's behavior to Adriana's supervisor, Humberto Payan,
2 but nothing was done to rectify the situation. Plaintiff also reported the discrimination on
3 numerous occasions to the Assistant Manager, Guillermina Carvajal.

4 19. At times Plaintiff had missed work since she needed to visit her physician.
5 Additionally, Plaintiff took intermittent FMLA when she needed to go the physician and/or did
6 not feel well due her pregnancy.

7 20. In or about February 2025, Plaintiff missed three days of work because she was
8 involved in a motor vehicle accident and had to visit her physician.

9 21. Plaintiff followed QUEST protocol and uploaded all the necessary information
10 to her FMLA portal.

11 22. However, on March 5, 2025, Plaintiff noticed that the information did not go
12 through the portal for the third day that she missed and Plaintiff resubmitted the information to
13 the FMLA portal.

14 23. On that same day, Adriana told Plaintiff that she was being terminated for
15 missing work.

16 24. Plaintiff was scheduled to go on maternity leave on or about March 14, 2025.

17 25. QUEST regularly employed five or more persons and therefore are employers,
18 as that term is defined in Government Code § 12926(d).

19 26. On March 25, 2025, Plaintiff filed an administrative complaint with the
20 Department of Fair Employment and Housing ("DFEH") alleging sex discrimination and
21 discrimination based on pregnancy-related physical disability by QUEST and Adriana. On
22 March 25, 2025, the DFEH issued to Plaintiff a Right to Sue Notice as to QUEST and Adriana.

23 **Wage and Hour Violations**

24 27. The employment by Defendant QUEST is governed by Industrial Welfare
25 Commission Wage Order No. 4, which covers those persons employed in the professional,
26 technical, clerical, mechanical and similar occupations.

27 28. QUEST failed to pay Plaintiff minimum wages due to their failure to afford
28 compliant meal/rest breaks.

1 29. Plaintiff's meal breaks were interrupted.

2 30. At times Plaintiff was not afforded rest breaks and/or her rest breaks were
3 interrupted.

4 31. As a result of QUEST not affording Plaintiff compliant meal/rest breaks, the
5 wage statements issued to her did not comply with Labor Code §226 and California Industrial
6 Welfare Commission ("IWC") Wage Order No. 4 in that they did not accurately reflect all
7 wages earned and due and owing.

8 32. QUEST failed to pay Plaintiff all her wages on termination.

9 33. QUEST failed to reimburse Plaintiff for necessary business expenses.

10 34. QUEST failed to provide Plaintiff with a uniform maintenance allowance.

11 35. QUEST failed to provide Plaintiff with her requested employment records.

12 **FIRST CAUSE OF ACTION**

13 **(Sex (Pregnancy) Discrimination in violation of Government Code 12940(a)– By Plaintiff**
14 **Against Defendant QUEST and Does 1 through 100)**

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

17 37. FEHA offers protection to employees against the unlawful practices of
18 employers by broadly prohibiting employment discrimination in discharges, or terms and
19 conditions of employment based on disability. FEHA provides, in pertinent part:

20 It is an unlawful employment practice . . . [f]or an employer, because of sex
21 [and/or] gender . . . to refuse to hire or employ the person . . . or to bar or to
22 discharge the person from employment . . . or to discriminate against the person
23 in compensation or in terms, conditions, or privileges of employment.

24 Gov't Code § 12940(a).

25 38. Discrimination based on the fact that a person is pregnant, has given birth, is
26 breastfeeding, or has a related medical condition is a form of sex discrimination. Gov't Code §§
27 12940(a), 12926(r)(1), 12945(a)(1); *Lopez v. La Casa de Las Madres* (2023) 89 Cal. App. 5th
28 365, 378; *see also Badih v. Myers* (1995) 36 Cal. App. 4th 1289, 1296 (pregnancy

1 discrimination is a form of sex discrimination under article I, section 8 of the California
2 Constitution).

3 39. At all relevant times, FEHA was in full force effect, and thus is binding on
4 QUEST.

5 40. QUEST was aware of Plaintiff's pregnancy because Plaintiff informed QUEST
6 of her pregnancy.

7 41. At all relevant times, Plaintiff was performing competently in her position.

8 42. As set forth above, Plaintiff was treated differently and was discriminated
9 against on the basis of her pregnancy, namely, that QUEST wrongfully terminated Plaintiff on
10 or about March 5, 2025.

11 43. Upon information and belief, employees who were not pregnant were not
12 terminated.

13 44. Plaintiff believes QUEST's decision was motivated by sex (pregnancy)
14 discrimination and/or was made in retaliation due to her pregnancy.

15 45. As set forth above, Plaintiff was wrongfully terminated on a discriminatory and
16 retaliatory basis.

17 46. As set forth above, QUEST's acts and omissions constitute violations of FEHA.

18 47. QUEST's unlawful acts, practices, and omissions proximately caused Plaintiff to
19 suffer monetary damages, humiliation, mental anguish, and physical and emotional distress, in
20 the amount of at least \$1,000,000, subject to proof at trial. Plaintiff claims such amount as
21 damages together with pre-judgment interest thereon pursuant to Civil Code sections 3287,
22 3288, and/or any other applicable provision providing for prejudgment interest.

23 48. The unlawful acts and practices alleged by Plaintiff were done by managing
24 agents of QUEST and/or indicate a ratification of management's actions by QUEST. QUEST
25 and its managing agents committed the acts herein maliciously, fraudulently, recklessly,
26 willfully, and with wrongful and deliberate intent of causing great harm to Plaintiff. Therefore,
27 an award of punitive damages, sufficient to punish QUEST and to serve as an example to deter
28 QUEST from similar conduct in the future, should be made, pursuant to Civil Code section

1 3294. Plaintiff claims such amount as damages together with pre-judgment interest thereon
2 pursuant to California Civil Code sections 3287, 3288, and/or any other applicable provision
3 providing for pre-judgment interest.

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

6 **SECOND CAUSE OF ACTION**

7 **(Discrimination Based on Physical Disability in Violation of Govt. Code 12940(a) – By**
8 **Plaintiff Against Defendant QUEST and Does 1 through 100)**

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

11 51. Under the California Fair Employment and Housing Act ("FEHA"),
12 Government Code § 12940(a), an employer cannot discriminate against an employee, because
13 of a physical disability.

14 52. Discrimination based on the fact that a person has a pregnancy-related medical
15 condition is a form of discrimination. Gov't Code §§ 12926(r)(1) and 12945(a)(1); *Lopez*, 89
16 Cal. App. 5th at 378.

17 53. FEHA also provides that it shall be unlawful for an employer to “. . .
18 discriminate against a person for requesting accommodation under this subdivision, regardless
19 of whether the request was granted.” Gov't Code § 12940(m)(2).

20 54. At all relevant times, FEHA was in full force effect, and thus is binding on
21 QUEST.

22 55. Plaintiff suffered from the physical limitation as set forth above and was
23 therefore a member of the class of persons protected from disability discrimination under
24 California Government Code § 12940(a).

25 56. Upon learning about Plaintiff's pregnancy-related disability, and not wanting a
26 disabled employee full time, on or about March 5, 2025, QUEST wrongfully terminated
27 Plaintiff in violation of California Government Code § 12940.

1 should have restrained Adriana from engaging in unlawful, discriminatory and harassing
2 conduct towards Plaintiff based on her pregnancy-related disability, and QUEST should have
3 provided training and instruction to Adriana on the laws pertaining to discrimination and
4 harassment. QUEST failed to take all reasonable steps necessary to prevent the discrimination
5 and harassment from occurring.

6 65. Plaintiff is informed and believes and thereupon alleges that QUEST failed to
7 provide adequate training to their managers and employees.

8 66. QUEST's discriminatory conduct toward Plaintiff and harassment caused her to
9 suffer physical, emotional and psychological injury, including, but not limited to, humiliation,
10 anxiety, fear, and loss of self-esteem, in the amount of at least \$1,000,000, according to proof.

11 67. Plaintiff is hereby entitled to general and compensatory damages in an amount
12 to be proven at trial.

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

14 69. QUEST did the things hereinabove alleged, intentionally, oppressively, and
15 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in
16 Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought
17 not to be suffered by any member of the community.

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

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

23 **FOURTH CAUSE OF ACTION**

24 **(Retaliation in Violation of Public Policy – By Plaintiff Against Defendant QUEST and**
25 **Does 1 through 100)**

26 72. Plaintiff realleges and incorporates by reference all of the allegations set forth in
27 this Complaint.
28

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

5 74. QUEST's adverse actions taken against Plaintiff as set forth herein occurred in
6 retaliation for Plaintiff's complaints against their illegal activity, as hereinabove alleged. Such
7 actions are and were unlawful, discriminatory and retaliatory in violation of Cal. Gov. Code
8 §12940 et seq., and Cal. Lab. Code §1102.5, and resulted in damages and injury to Plaintiff, as
9 alleged herein, including but not limited to lost wages and benefits.

10 75. As a result of her pregnancy-related physical disability, Plaintiff was denied the
11 right to work in an environment free of discrimination and harassment and was wrongfully
12 terminated by QUEST.

13 76. Plaintiff's pregnancy-related physical disability was the reason QUEST
14 retaliated against her.

15 77. As a proximate result of this retaliatory conduct in violation of public policy,
16 Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe
17 emotional distress, worry, fear, and special damages, in the amount of at least \$1,000,000,
18 according to proof.

19 78. As a proximate result of QUEST's retaliatory conduct, Plaintiff has suffered
20 damages including lost wages and general damages in an amount according to proof at the time
21 of trial.

22 79. QUEST did the things hereinabove alleged, intentionally, oppressively, and
23 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in
24 Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought
25 not to be suffered by any member of the community.

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

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

FIFTH CAUSE OF ACTION

(Harassment Due to Physical Disability– By Plaintiff Against All Defendants and DOES 1 through 100)

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

83. Plaintiff was harassed by the actions, conduct and comments of Defendants, which actions, conduct and comments combined to create and allow a pattern of discriminatory treatment towards Plaintiff due to Plaintiff's physical disability. Defendants' actions constituted a continuing violation of Cal. Lab. Code §1102.5 and Cal. Gov. Code §12940, *et seq.*

84. Defendants negligently and in bad faith failed to properly investigate Plaintiff's claims of harassment and discrimination and take appropriate remedial action.

85. Defendants, and each of them, engaged in retaliatory actions against Plaintiff for complaining about and participating in the investigation of the above-referenced illegal conduct.

86. At all times herein mentioned, Defendants, and each of them were legally required to refrain from discriminating against and harassing any employee on the basis of sex and pregnancy-related disability. Within the time provided by law, Plaintiff filed a complaint with the DFEH, in full compliance with these sections, and received a right to sue letter.

87. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged in this Complaint. As a direct and proximate result of the conduct of Defendants and each of them, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to Plaintiff's damage in the amount of at least \$1,000,000, according to proof.

88. Defendants did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in

1 Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought
2 not to be suffered by any member of the community.

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

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

8 **SIXTH CAUSE OF ACTION**

9 **(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code**

10 **§§12940 (m) – By Plaintiff Against Defendant QUEST Does 1 through 100)**

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

13 92. As alleged herein, Plaintiff requested that QUEST make a reasonable
14 accommodation for her physical disability so that she would be able to perform the essential
15 job requirements. QUEST refused said accommodation and refused to discuss any other
16 potential reasonable accommodation it might afford to Plaintiff, wrongfully terminating her
17 instead on or about March 5, 2025.

18 93. By refusing to afford Plaintiff a reasonable accommodation, QUEST violated
19 Government Code § 12940(m).

20 94. As a direct and proximate result of QUEST's conduct, individually and
21 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
22 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost and
23 will continue to lose employment benefits, in an amount according to proof.

24 95. As a direct and proximate result of QUEST's actions, Plaintiff has suffered
25 severe and serious injury to her person, all to her damage in the amount of at least \$1,000,0000,
26 to be shown according to proof.

27 96. QUEST did the things hereinabove alleged, intentionally, oppressively, and
28 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against

1 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
2 community.

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

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

8 **SEVENTH CAUSE OF ACTION**

9 **(Failure to Engage in a Good Faith Interactive Process in Violation of *Government Code*** 10 **§12940(n)– By Plaintiff Against Defendant QUEST Does 1 through 100)**

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

13 100. At all times hereto, FEHA, including in particular Government Code §12940(n),
14 was in full force and effect and was binding on QUEST. This subsection imposes a duty on
15 Defendant to engage in a timely, good faith, interactive process with the employee to determine
16 reasonable accommodation, if any, in response to a request for a reasonable accommodation by
17 an employee with a known physical disability or known medical condition.

18 101. At all relevant times, Plaintiff was a member of a protected class within the
19 meaning of Government Code §12940(a) et seq. because she had a pregnancy-related disability,
20 of which QUEST had both actual and constructive notice.

21 102. Plaintiff reported her disability to QUEST, triggering QUEST's obligation to
22 engage in a good faith interactive process with Plaintiff, but at all times herein, QUEST failed
23 and refused to do so.

24 103. QUEST breached their statutory duty under FEHA to engage in a timely good
25 faith interactive process to determine a reasonable accommodation for Plaintiff's physical
26 disability. Plaintiff further alleges: (1) that QUEST was the Plaintiff's employer; (2) that
27 Plaintiff was an employee of QUEST; (3) that Plaintiff had a pregnancy-related disability that
28 required reasonable accommodation and which disability was known to QUEST; (4) that

1 Plaintiff requested that QUEST make reasonable accommodation for her disability and/or
2 physical condition so that she would be able to perform the essential functions of her job
3 requirements; (5) that Plaintiff was willing to participate in the interactive process to determine
4 whether reasonable accommodation could be made so that she would be able to perform the
5 essential job requirements; (6) that QUEST failed to participate in a timely good faith
6 interactive process with Plaintiff to determine whether reasonable accommodation could be
7 made; (7) that Plaintiff was harmed financially; and (8) that QUEST's failure to engage in a
8 good faith interactive process was a substantial factor in causing Plaintiff's damage and harm.
9 Instead of engaging in a good faith interactive process, QUEST wrongfully terminated Plaintiff
10 on or about March 5, 2025.

11 104. The above acts of QUEST constitute violations of FEHA, and were a proximate
12 cause of Plaintiff's damages as stated below.

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

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

20 107. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award
21 of attorneys' fees and costs.

22 **EIGHTH CAUSE OF ACTION**

23 **(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against**
24 **Defendant QUEST and Does 1 through 100)**

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

27 109. The offensive conduct to which Plaintiff was subjected constitutes a hostile
28 work environment in violation to FEHA, California Government Code §12940 et seq. During

1 her employment, QUEST violated FEHA, California Government Code §12940 (j), by
2 discriminating against Plaintiff due to her physical disability.

3 110. QUEST's harassment was hostile, abusive, continuous and pervasive to create a
4 hostile work environment for Plaintiff.

5 111. QUEST's harassment was unwelcome, humiliating, offensive and adversely
6 affected the terms of Plaintiff's employment.

7 112. Plaintiff was subjectively offended by QUEST's conduct and any reasonable
8 person in Plaintiff's position would perceive QUEST's conduct as being offensive, hostile and
9 abusive.

10 113. As a direct result of QUEST's failure to take all reasonable steps necessary to
11 prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering,
12 extreme and severe mental anguish and emotional distress, loss of earnings and earning
13 capacity, in at least the amount of \$1,000,000, subject to proof at trial.

14 114. Plaintiff is hereby entitled to general and compensatory damages in an amount
15 within the jurisdiction of this Court, subject to proof at trial.

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

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

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

25
26 **NINTH CAUSE OF ACTION**

27 **(Wrongful Termination in Violation of FEHA, Govt. Code §§12940 et seq.**

28 **– By Plaintiff Against Defendant QUEST Does 1 through 100)**

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

3 119. Plaintiff alleges that significant policies exist in the State of California that
4 prohibit discrimination, retaliation, wrongfully terminating an employee for being disabled and
5 pregnant, complaining about harassment and protesting against unlawful employment practices.
6 Among others, the right to be free from discrimination and retaliation are codified in the
7 California and United States Constitutions and the provisions of Government Code §§12900 *et*
8 *seq.*

9 120. These policies are set forth in various laws including but not limited to
10 Government Code §§12940 (a), 12940 (k); Cal. Const. Art. 1, §8 (employment
11 discrimination).

12 121. Plaintiff became disabled while working for QUEST.

13 122. QUEST, acting through its managers, intentionally created and knowingly
14 permitted the discrimination based on disability and harassment.

15 123. QUEST wrongfully terminated Plaintiff in violation of important and well-
16 established public policies, including, but not limited to, policies against employment
17 discrimination based upon disability and against harassment.

18 124. QUEST's wrongful conduct proximately caused Plaintiff to suffer general,
19 special and statutory damages in an amount according to proof.

20 125. As a further proximate result of the unlawful acts of QUEST as alleged above,
21 Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and emotional
22 and physical distress that a reasonable person would suffer upon losing her job. As a result of
23 such actions and consequent harm, Plaintiff has suffered such damages in the amount of at
24 least \$1,000,000, according to proof.

25 126. The above acts of QUEST constituted a wrongful termination of Plaintiff and
26 were in violation of public policy as described above. Such termination was a substantial
27 factor in causing damage and injury to Plaintiff as set forth below.
28

127. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to, taking time off from work due to her pregnancy-related disability were factors in QUEST's conduct as alleged hereinabove.

128. As a result of QUEST's conduct, Plaintiff is entitled to recover punitive damages in amount according to proof at trial.

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

TENTH CAUSE OF ACTION

**(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,
119, IWC Wage Order No. 4 – By Plaintiff Against Defendant QUEST Does 1 through
100)**

130. Plaintiff realleges and incorporates by this reference the allegations set forth in this Complaint.

131. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage... to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 4 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

132. Here, Plaintiff was not paid minimum wages due to QUEST's failure to afford Plaintiff compliant meal/rest breaks.

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

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

135. Plaintiff suffered and continued to suffer losses related to the use and enjoyment of compensation due and owing to her as a direct result of QUEST's unlawful acts and Labor Code violations in the amount of at least \$105,427.20, according to proof at trial.

136. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum wages against employers and those individuals acting on their behalf. Plaintiff requests that this Court assess said penalty against Defendant QUEST in an amount to be proven at trial.

137. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendant QUEST owes her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

ELEVENTH CAUSE OF ACTION

(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Qage Order No. 4– By Plaintiff Against Defendant QUEST Does 1 through 100)

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

139. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an

1 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
2 Commission..."

3 140. California Labor Code §1198 makes unlawful the employment of an employee
4 under conditions the IWC prohibits.

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

9 142. Wage Order No. 4 further provides, in relevant part: "Unless the employee is
10 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
11 duty' meal period and counted as time worked."

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

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

24 145. At times Plaintiff's meal breaks were routinely interrupted. At times, Plaintiff
25 clocked out for her meal breaks, but was required to continue working.

26 146. QUEST further violated IWC Wage Order No. 4 and Labor Code § 226.7 by
27 failing to pay one hour of compensation to Plaintiff at her individual and regular rate of pay for
28

1 each work day that the meal period was not provided, in an amount according to proof. This
2 amount remains owed and unpaid.

3 147. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
4 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
5 § 226.7(b).

6 148. As a direct and proximate result of QUEST's unlawful conduct as alleged
7 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages
8 and lost interest, in an amount to be established at trial, and is entitled to recover economic and
9 statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant
10 QUEST's violations of the California Labor Code and IWC Wage Order No. 4.

11 **TWELFTH CAUSE OF ACTION**

12 **(For Failure to Provide Rest Breaks in violation of Cal. Labor Code §226.7; IWC Wage**
13 **Order No. 4– By Plaintiff Against Defendant QUEST and Does 1 through 100)**

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

16 150. Labor Code § 226.7 and Wage Order No. 4 provide that employers shall
17 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
18 per four hours of work, or major fraction thereof.

19 151. Labor Code § 226.7 and Wage Order No. 4 provide that if an employer fails to
20 provide an employee with rest periods in accordance with those provisions, the employer shall
21 pay the employee one hour of pay at the employee's regular rate of compensation for each
22 workday that the rest periods were not so provided.

23 152. Defendant QUEST has intentionally and improperly failed to afford compliant
24 rest periods to Plaintiff in violation of Labor Code § 226.7 and Wage Order No. 4. At times,
25 Plaintiff was not afforded her rest breaks because QUEST was understaffed and there was
26 always pressure not to take rest breaks. Further, Plaintiff's rest breaks were interrupted..

27 153. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.
28

1 154. At all times relevant hereto, Defendant QUEST failed to provide rest periods as
2 required by Labor Code § 226.7 and Wage Order No. 4.

3 155. By virtue of Defendant QUEST's failure to afford Plaintiff compliant rest
4 periods, Plaintiff has suffered, and will continue to suffer, damages in amounts which are
5 presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and
6 which will be ascertained according to proof at trial.

7 **THIRTEENTH CAUSE OF ACTION**

8 **(Failure to Issue Accurate Wage Statements in Violation of Labor Code §226 - By**
9 **Plaintiff Against Defendant QUEST Does 1 through 100)**

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

12 157. At all times relevant hereto, QUEST failed to issue payrolls statements to
13 Plaintiff which complied with Labor Code § 226 in that the statements issued to Plaintiff did
14 not properly and accurately pay her minimum wages and premium pay for meal/rest breaks not
15 afforded.

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

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

25 **FOURTEENTH CAUSE OF ACTION**

26 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203- By**
27 **Plaintiff Against Defendant QUEST Does 1 through 100)**

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

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

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

163. Plaintiff was wrongfully discharged from QUEST's employ and QUEST willfully failed to pay Plaintiff wages due to her.

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

165. By willfully failing to pay Plaintiff separate amounts owed for minimum wages, meal/rest periods not provided, as set forth above, in a timely manner as required by Cal. Lab. Code §§ 201 & 202, QUEST is liable to her for penalties pursuant to Cal. Lab. Code § 203, in an amount equal to 30 days of her per diem wage rate in an amount according to proof.

FIFTEENTH CAUSE OF ACTION

**(For Failure to Reimburse Business Expenses in Violation of Cal. Labor Code § 2802 By
Plaintiff Against Defendant QUEST and Does 1 through 100)**

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

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

168. At all times relevant herein, Defendant QUEST was aware that Plaintiff was using her personal vehicle and cell phone for business, but failed to indemnify Plaintiff for all her business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant QUEST maintained a practice

1 of not reimbursing Plaintiff for her work-related expenses that she incurred in using her own
2 vehicle and cell phone for work-related purposes.

3 169. As a result of Defendant QUEST's conduct, Plaintiff suffered damages in an
4 amount, subject to proof, to the extent she was not reimbursed for all of her business-related
5 expenses incurred in the discharge of her duties.

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

8 **SIXTEENTH CAUSE OF ACTION**

9 **(For Failure to Provide a Uniform Maintenance Allowance in Violation of Cal. Labor**
10 **Code § 2802 By Plaintiff Against Defendant QUEST and Does 1 through 100)**

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

13 172. Under California law, if an employer requires non-exempt employees to wear a
14 uniform, the employer must pay for and maintain the uniform for the employee. Labor Code
15 §2802.

16 173. In addition to the cost of the uniform, the employer must provide non-exempt
17 employees with reasonable maintenance of the uniforms. The employer can either maintain the
18 uniform itself, or pay the employee a weekly maintenance allowance.

19 174. An employer may never impose a financial burden on employees, with respect
20 to purchasing or maintaining clothing, which would reduce the employees' wage rate below the
21 minimum wage.

22 175. Here, Plaintiff purchased uniforms for her work, but was not fully reimbursed
23 therefor.

24 176. QUEST failed to fully reimburse Plaintiff for the necessary uniforms she
25 purchased for work nor pay Plaintiff a weekly maintenance allowance.

26 177. As a proximate result of the aforementioned violations of Labor Code § 2802,
27 Plaintiff has been damaged in an amount according to proof at the time of trial.

28

1 178. As a proximate result of the aforementioned violations of § 2802, Plaintiff is
2 entitled to recovery from QUEST for reimbursement of necessary expenditures including
3 interest and attorneys' fees.

4 **SEVENTEENTH CAUSE OF ACTION**

5 **(For Failure to Allow Inspection of Employment Records in Violation of Cal. Labor Code**
6 **§1198.5 By Plaintiff Against Defendant QUEST and Does 1 through 100)**

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

9 180. California Labor Code Section 1198.5 provides:

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

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

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

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

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

8 182. On or about March 19, 2025, Plaintiff's counsel issued a written request to
9 QUEST for copies of her personnel records.

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

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

19 **EIGHTEENTH CAUSE OF ACTION**

20 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
21 **§17200 et. seq. – By Plaintiff Against Defendant QUEST and Does 1 through 100)**

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

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

26 187. QUEST's conduct as alleged herein has been and continues to be unfair,
27 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
28 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.

1 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
2 therefore has standing to bring this suit for restitution.

3 188. Paying minimum wages, affording of meal/rest breaks, reimbursing business
4 expenses, providing a uniform maintenance allowance and providing employment records, are
5 fundamental public policies of the State of California. It is also the public policy of this State to
6 enforce minimum labor standards, to ensure that employees are not required or permitted to
7 work under substandard and unlawful conditions, and to protect those employers who comply
8 with the law from losing competitive advantage to other employers who fail to comply with
9 labor standards and requirements.

10 189. QUEST failed to pay Plaintiff minimum wages, afford Plaintiff meal/rest breaks
11 reimburse business expenses, provide a uniform maintenance allowance and to provide her
12 personnel records.

13 190. Through the conduct alleged herein, QUEST acted contrary to these public
14 policies and has thus engaged in unlawful and/or unfair business practices in violation of
15 Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits, and
16 privileges guaranteed to employees under California law.

17 191. QUEST regularly and routinely violated the following statutes and regulations
18 with respect to Plaintiff:

- 19
20 (a) *Labor Code* § 1197 and Wage Order No. 4 (failure to pay minimum
21 wages);
22 (b) *Lab. Code* § 226.7 (failure to afford meal/rest breaks);
23 (c) *Labor Code* § 226 (failure to provide accurate wage statements to
24 employees at the time of payment of wages);
25 (d) *Labor Code* § 203 (failure to pay wages on termination);
26 (e) *Labor Code* § 2802 (failure to reimburse business expenses);
27 (f) *Labor Code* § 2802 (failure to provide a uniform maintenance allowance);
28 and

1 (g) *Labor Code* §1198.5 (failure to allow inspection of employment
2 records).

3 192. By engaging in these business practices, which are unfair business practices
4 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, QUEST harmed Plaintiff and gained
5 an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
6 entitled to obtain restitution of these funds.

7 **PRAYER FOR RELIEF**

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

10 1. For compensatory damages in the amount of minimum wages due to Plaintiff, in
11 the amount of at least \$105,427.20, according to proof;

12 2. For compensatory damages for lost wages and employment benefits, in the
13 amount of \$105,427.20, according to proof;

14 3. For compensatory damages for physical and emotional distress, in the amount of
15 at least \$1,000,000, according to proof;

16 4. For an award of consequential damages, according to proof;

17 5. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each
18 workday that a meal/rest period was not provided;

19 6. For payment of unpaid wages in accordance with California labor and
20 employment law;

21 7. For statutory damages pursuant to Cal. Lab. Code §226, according to proof;

22 8. For compensatory damages in the amount of Plaintiff's uniform maintenance
23 expenses, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);

24 9. For compensatory damages in the amount of Plaintiff's out of pocket expenses
25 for cell phone and vehicle expenses and/or reimbursement of monies incurred while performing
26 Defendant QUEST's business-related duties plus interest, costs and attorneys' fees pursuant to
27 *Cal. Code Civ. Proc.* §2802(c);

28 10. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*

§ 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the total amount of days elapsed between the date of involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

11. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to Cal. Bus. & Prof. Code §17200, according to proof;

12. For statutory penalties pursuant to Cal. Lab. Code § 226.7, according to proof;

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

14. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to *Government Code* § 12965(b), Cal. Labor Code §§218.5, 1198.5, 2802 and/or Cal. Code Civ. Proc. §1021.5;

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

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

17. For injunctive relief requiring QUEST to comply with Labor Code 1198.5(b)(1);

18. For costs of suit, generally and pursuant to Code of Civil Procedure § 1021.5;

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

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

DEMAND FOR JURY TRIAL

Plaintiff Ashley Mejia hereby respectfully requests a trial by jury for all claims and issues raised in her Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: March 25, 2025

By: Vanya Khanna
Vanya Khanna
Attorneys for Plaintiff
Ashley Mejia