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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LINDSEY HUDSON,

Plaintiff,

vs.

SENSITIVE ENVIRONMENTAL INC.;
NORMA J. PAEZ; and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.: 23STCV05311

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 OWED EVERY PAY PERIOD;**
- 6) FAILURE TO GIVE REST BREAKS**
- 7) FAILURE TO GIVE MEAL BREAKS**
- 8) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 10) FAILURE TO PROVIDE PERSONNEL FILE**
- 11) FAILURE TO PROVIDE PAY RECORDS;**
- 12) SEXUAL HARASSMENT IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT ("FEHA");**
- 13) FAILURE TO PREVENT HARASSMENT IN VIOLATION OF FEHA;**
- 14) NEGLIGENT RETENTION AND SUPERVISION;**
- 15) WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;**

1) 16) INTENTIONAL INFLICTION OF
2) EMOTIONAL DISTRESS;
3) 17) NEGLIGENT INFLICTION OF
4) EMOTIONAL DISTRESS;
5) 18) VIOLATION OF CALIFORNIA
6) BUSINESS AND PROFESSIONS
7) CODE SECTION 17200
8)
9) DEMAND FOR JURY TRIAL
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COMES NOW Plaintiff, LINDSEY HUDSON (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, 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 SENSITIVE ENVIRONMENTAL INC.; NORMA J. PAEZ; and DOES 1 to 25, inclusive, do business in the County of Los Angeles. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant SENSITIVE ENVIRONMENTAL INC. is a California Corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant NORMA J. PAEZ is a female resident of the County of Los Angeles, State of California. Plaintiff alleges that NORMA J. PAEZ was the owner, director, and/or managing agent of SENSITIVE ENVIRONMENTAL INC. and was involved in the day-to-day operations of the business, including wage and hour policies and practices. Plaintiff alleges that NORMA J. PAEZ controlled the wages, hours, and/or working conditions of Plaintiff and other hourly, non-exempt employees. Defendants SENSITIVE ENVIRONMENTAL INC. and NORMA J. PAEZ are collectively referred to herein as "Defendant(s)" or "SENSITIVE".

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

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

GENERAL ALLEGATIONS

7. Plaintiff initially started working for SENSITIVE on or around January 2022 as the office administrator. She was classified as an hourly, non-exempt employee. She was forced to quit her employment on or around June 2, 2022.

8. SENSITIVE has committed numerous labor code violations against Plaintiff and other similarly situated aggrieved employees.

9. SENSITIVE has committed the below labor code violations against Plaintiff and other hourly, non-exempt employees. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of

1 wages upon termination of employment and weekly payment of wages to temporary
2 employees. The trial court determined Huff was not a temporary employee, and therefore,
3 lacked standing to bring the claim. Thus, Securitas was granted a motion for summary
4 judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a
5 new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor
6 Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA
7 statute only allows the PAGA representative to sue for violations that the representative has
8 personally suffered. The PAGA statute states that an “aggrieved employee” is able to file suit
9 on behalf of themselves and others. The statute also states that an “aggrieved employee” is
10 “any person who was employed by the alleged violator and against whom one or more of the
11 alleged violations was committed.” Because at least one of the violations that Huff had alleged
12 had affected him personally, the Court of Appeal denied Securitas’ motion.

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

21 11. SENSITIVE did not provide Plaintiff and other aggrieved employees with the
22 minimum wages to which they were entitled for work performed “off the clock”, pursuant to
23 California Labor Code sections 1194, 1197 and 1197.1. This was so because Plaintiff and
24 others would routinely work “off the clock” in the sense that Plaintiff would work through her
25 lunch while “off the clock” and was not paid for that time worked. In addition, SENSITIVE
26 had a policy and practice of “time shaving” and rounding down hours worked, which leads to
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1 employees such as Plaintiff not being paid for all hours worked, including receiving the
2 minimum wage. As such, SENSITIVE violated Labor Code § 1194 and 1194.2 because it
3 failed to pay Plaintiff and other similarly situated aggrieved employees California's statutory
4 minimum wage and wages for all hours worked.

5 12. Due to the above "off the clock" and rounding violations as alluded to above,
6 SENSITIVE also violated Labor Code §510 because it failed to pay Plaintiff and other
7 similarly situated aggrieved employees overtime, even though they worked more than 8 hours
8 per day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff
9 and other similarly situated aggrieved employees worked more than 8 hours per day, 12 hours
10 per day and/or 40 hours per week, however, they were not compensated for their overtime
11 hours in contravention of California law.
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13 13. SENSITIVE violated Labor Code §§ 512 and 226.7 and the Industrial Welfare
14 Commission Wage order no. 4/16 because it failed to provide Plaintiff and other similarly
15 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every
16 five (5) hours of work throughout their employment, and Plaintiff did not validly waive said
17 meal periods. SENSITIVE did not completely relieve Plaintiffs of all duties during said meal
18 periods. SENSITIVE did not pay to Plaintiff one additional hour of pay at Plaintiff's regular
19 rate of compensation for each workday that one or more statutory meal periods was not
20 provided. Plaintiff did not always receive her meal periods before the 5th hour worked and they
21 were not always uninterrupted wherein she was relieved of all work duties. In fact, Plaintiff
22 was told even if she did not take a lunch, she would have to say that she did in fact take a
23 lunch. Plaintiff routinely worked at her desk and through lunch, however, her meal break was
24 still deducted from her hours. Even on occasions wherein Plaintiff did not receive a meal break
25 at all would be deducted from her work hours. Furthermore, any argument by SENSITIVE that
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1 the employees signed an "On Duty Meal Period Agreement" would not hold water since the
2 nature of their job did not prevent them from being relieved of all work duties and the company
3 could have hired "floaters" to relieve the different employees for their statutory meal and rest
4 breaks. Simply put, statutory, timely, uninterrupted meal periods was simply not part of the
5 company culture and were not enforced.

6 14. Similarly, SENSITIVE violated Labor Code § 226.7 and the Industrial Welfare
7 Commission Wage Order no. 4/16 because it failed to provide Plaintiff and other similarly
8 situated aggrieved employees 10-minute rest periods for every four hours of work, or majority
9 portion thereof, throughout their employment. SENSITIVE did not completely relieve Plaintiff
10 of all duty during said rest periods. SENSITIVE did not pay to Plaintiff one additional hour of
11 pay at Plaintiff's regular rate of compensation for each workday that one or more statutory rest
12 periods was not provided. Plaintiff and others did not receive statutory rest breaks. In fact,
13 Plaintiff has never received a statutory, 10-minute rest break wherein she was actually relieved
14 of all duty during her employment tenure with SENSITIVE. The company considered any
15 meal break to also include a rest break. Moreover, management would get upset if Plaintiff
16 even went to the restroom. As such, statutory, timely, uninterrupted rest periods was simply not
17 part of the company culture.

20 15. Furthermore, during the relevant time period and based on the above violations,
21 SENSITIVE failed to pay Plaintiff and other similarly situated aggrieved employees all wages
22 due to them within any time period specified by California Labor Code section 204.
23 SENSITIVE was also in violation of California Labor Code section 226(a) by failing to include
24 pertinent information on the wage statements, including but not limited to, all hours worked,
25 overtime hours worked, gross wages earned, premium pay for missed meal and rest breaks, all
26 deductions, net wages earned, the correct start and end of the pay period, the correct legal name
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1 and address of the employer, the correct identifying information for the employee, and
2 reimbursement for business expenses, among others. As such, SENSITIVE did not provide
3 Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized
4 wage statements.

5 16. SENSITIVE violated Labor Code § 203 because it willfully failed to pay Plaintiff and
6 other similarly situated aggrieved employees their earned and due wages upon separation of
7 employment, either immediately upon involuntary termination, or within 72 hours of
8 resignation. These earned but unpaid wages include the unpaid minimum wages, overtime,
9 premium pay for missed meal and rest breaks, and business expense reimbursement, among
10 others.

12 17. During the relevant time period, SENSITIVE also failed to keep accurate and complete
13 payroll records showing the hours worked by Plaintiff and other similarly situated aggrieved
14 employees as well as the correct wages paid to Plaintiff and other aggrieved employees
15 pursuant to California Labor Code sections 1174(d). During the relevant time period, Plaintiff
16 and other aggrieved employees incurred necessary, business-related expenses and costs that
17 were not reimbursed by SENSITIVE. These costs include, but are not limited to, use of
18 personal cell phone for work purposes. Accordingly, SENSITIVE was in violation of
19 California Labor Code sections 2800 and 2802.

21 18. Plaintiff would also have individual claims against SENSITIVE under the Fair
22 Employment and Housing Act (FEHA) for sexual harassment and failure to prevent sexual
23 harassment. Moreover, Plaintiff would also have claims for constructive discharge as well as
24 negligent and intentional infliction of emotional distress. During her employment tenure,
25 Plaintiff was severely sexually harassed by Marco Aboduela (aka "Tony"). The sexual
26 harassment included sexually charged comments as well as sexual assault/battery in that Tony
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1 pushed Plaintiff against the wall and shoved his tongue down her throat. Tony would also
2 continually touch Plaintiff at the workplace. Plaintiff reported the sexual harassment to the
3 owner on or around May 9, 2022, who responded by telling Plaintiff to “stop being a child”
4 and to not bring personal problems to work. Despite Plaintiff’s complaints, nothing was done
5 to protect Plaintiff from the sexual harassment at the workplace. Due to the fact that the sexual
6 harassment continued even after Plaintiff’s complaints, Plaintiff had no other choice than to
7 quit her employment on or around June 2, 2022 in order to put herself out of harm’s way even
8 though she really needed the money as a single mother. Prior to filing this action, Plaintiff
9 timely exhausted administrative remedies by timely filing an administrative complaint with the
10 Department of Fair Employment and Housing (“DFEH”) and receiving a DFEH right to sue
11 letter.
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13 **FIRST CAUSE OF ACTION**

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

15 **(California Industrial Welfare Commission Order 4-2001/16-2001, California Code of**
16 **Regulations Title 8 Section 11040/11160, and California Labor Code Section 1198)**

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

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

20 20. At all times relevant herein, Defendants were required to compensate its employees for
21 all hours worked upon reporting for work at the appointed time stated by the employer
22 pursuant to Industrial Welfare Commission Order 4-2001/16-2001, California Code of
23 Regulations, Title 8, Section 11040/11160.
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25 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
26 Plaintiff for all hours worked.

27 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
28 compensation for all hours worked but not paid by Defendants for the three (3) years

preceding the filing of this Complaint.

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

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

25. 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 which will equal an amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1771, 1774, 1194, 1194.2, 1197)

(Plaintiff against all named defendants and all DOE defendants)

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

27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 4-2001/16-2001, codified at California Code of Regulations, Title 8, Section 11040/11160, subdivision 4.

28. Pursuant to IWC Wage Order no. 4-2001 and/or 16-2001, subdivision 2, at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so..."

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

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

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

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

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PAY OVERTIME**

20 **(California Industrial Welfare Commission Order 4-2001/16-2001, California Code of**
21 **Regulations Title 8 Section 11040/11160)**

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

23 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein. This
25 cause of action is brought by Plaintiff against all Defendants jointly and individually.

26 34. Pursuant to Industrial Welfare Commission Orders No. 4-2001/16-2001, California
27 Code of Regulations, Title 8, Section 11040/11160, for the period of Plaintiff's employment,
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1 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
2 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
3 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
4 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
5 consecutive work day in a week.

6 35. Plaintiff was a non-exempt employee entitled to the protections of the California
7 Industrial Welfare Commission Order No. 4-2001/16-2001, California Code of Regulations,
8 Title 8, Section 11040/11160.

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

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

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

13 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
14 Plaintiff's correct regular rate of pay for hours worked past eight (8) in a day.

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

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

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

21 43. 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 44. 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.
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27 45. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
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1 Regulations, Title 8, Section 11040/11160, Plaintiff is entitled to recover damages for the
2 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
3 reasonable attorney's fees and costs of suit.

4 **FOURTH CAUSE OF ACTION**

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

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

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

8 46. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 45, inclusive, of this Complaint as though fully set forth herein. This
10 cause of action is brought by Plaintiff against all Defendants jointly and individually.

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12 47. Labor Code section 226(a) requires employers provide employees with itemized wage
13 statements.

14 48. Labor Code section 226(a)(2) requires pay stubs accurately account for hours worked
15 and the applicable hourly rates.

16 49. Labor Code section 226(a)(9) requires pay stubs to accurately reflect all applicable
17 hourly rates in effect during the pay period and the corresponding number of hours worked at
18 each hourly rate.

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

21 51. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
22 that accurately reflected all information required by Labor Code Section 226, including but not
23 limited to, gross wages earned, net wages earned, total hours worked by the employee, all
24 deductions, overtime hours and pay, premium pay for rest break and meal break violations, and
25 business expense reimbursement, among others. Therefore, Defendants failed to maintain and
26 provide accurate itemized wage statements to Plaintiff in accordance with California Labor
27 Code Section 226(a).
28

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

7 53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
8 sustained damages, including loss of earnings, in an amount to be established at trial. As a
9 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
10 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
11 and attorney's fees pursuant to statute.

12 **FIFTH CAUSE OF ACTION**

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

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

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

16 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein. This
18 cause of action is brought by Plaintiff against all Defendants jointly and individually.

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

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

23 57. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
24 informed, believes, and thereon alleges, that all times relevant during the liability period,
25 Defendants maintained a policy or practice of not paying Plaintiff the minimum wage for all
26 hours worked, not paying Plaintiff for all overtime hours worked, and not compensating
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1 Plaintiff with premium pay for missed rest and meal breaks.

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

6 **SIXTH CAUSE OF ACTION**

7 **FAILURE TO GIVE REST BREAKS**

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

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10 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein. This
12 cause of action is brought by Plaintiff against all Defendants jointly and individually.

13 60. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 14 a. Title 8 of the California Code of Regulations Section 11040(12)(A)/11160(11)(A),
15 which provides that every employer shall authorize and permit all employees to
16 take rest periods, which insofar as practicable shall be in the middle of each work
17 period. The authorized rest period time shall be based on the total hours worked
18 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
19 thereof;
20
21 b. Title 8 of the California Code of Regulations Section 11040(12)(B)/11160(11)(B),
22 which provides that if an employer fails to provide an employee a rest period in
23 accordance with the applicable provisions of this order, the employer shall pay the
24 employee one (1) hour of pay at employee's regular rate of compensation for each
25 workday that the rest period is not provided;
26
27 c. Title 8 of the California Code of Regulations section 11040(20)(A)/11160(18)(A),
28 which penalizes the employer \$50.00 for each initial violation, per 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.

61. Plaintiff alleges that she 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.

62. 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, in an amount to be proven at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

63. 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.

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

64. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

1 65. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 2 a. California Labor Code section 512(a), which requires that employees be given a 30-
- 3 minute uninterrupted meal break after five (5) hours of work, and a second
- 4 uninterrupted meal break after ten (10) hours of work;
- 5 b. California Labor Code section 226.7, which states that (a) no employer shall require
- 6 any employee to work during any meal period mandated by an applicable order of
- 7 the Industrial Welfare Commission, and (b) if any employer fails to provide an
- 8 employee a meal period in accordance with an applicable order of the Industrial
- 9 Welfare Commission, the employer shall pay the employee one (1) additional hour
- 10 of pay at the employee's regular rate of compensation for each workday that the
- 11 meal period is not provided;
- 12
- 13 c. California Industrial Welfare Commission Order No. 4 and/or 16 section
- 14 11(B)/10(B), as codified under Title 8 of the California Code of Regulations
- 15 Section 11040 and/or 11160, which state that if an employer fails to provide an
- 16 employee a meal period in accordance with the applicable provisions of the Wage
- 17 Order, the employer shall pay the employee one (1) hour of pay at the employee's
- 18 regular rate of compensation for each workday that the meal period is not provided;
- 19
- 20 d. California Industrial Welfare Commission Wage Order No. 4 and/or 16 Section
- 21 7(A)(3)/6(A)(3), as codified under Title 8 of the California Code of Regulations
- 22 Section 11040 and/or 11160, which require an employer to maintain records
- 23 documenting its employees' meal periods;
- 24
- 25 e. California Industrial Welfare Commission wage order No. 4 and/or 16 Section
- 26 20(A)/18(A), as codified under California Code of Regulations Section 11040
- 27 and/or 11160, 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

- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4 and/or 16) as enforceable law.

66. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or 11070 et. seq., require that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040 and/or 11160 require that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

67. 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.

68. 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.

69. 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 REIMBURSE FOR BUSINESS EXPENSES

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

70. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 69, inclusive, of this Complaint as thought fully set forth herein.

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

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

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

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2802.)

(Against All Named Defendants and all DOE Defendants)

74. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

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

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

1 77. Plaintiff therefore has exhausted all administrative remedies required of her under
2 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
3 cause of action and pursue penalties in a representative action for Defendants' violations of the
4 Labor Code.

5 78. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
6 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
7 departments, divisions, commissions, boards, agencies, or employees for violation of the code
8 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
9 on behalf of himself or herself and other current or former employees pursuant to the
10 procedures specified in California Labor Code section 2699.3.

11 79. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
12 violators and had one or more of the alleged violations committed against her, and therefore is
13 properly suited to represent the interests of other current and former hourly, non-exempt
14 employees who worked for SENSITIVE in the State of California during the relevant
15 time period.

16 80. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
17 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
18 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

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

23 82. California Labor Code section 2699 et seq. imposes penalties upon culpable
24 Defendants for violating the Labor Code.

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

8 84. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
9 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
10 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

11 85. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
12 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
13 the following:

14 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
15 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802 via 2698 and 2699,
16 and any other Labor Codes and Industrial Welfare Commission Wage Order (Order Nos.
17 4/16) violated based on the facts alleged in this Complaint.

18 86. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
19 costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
20 Employees as alleged herein in an amount to be shown according to proof at trial and within the
21 jurisdictional limits of this Court.

22 **TENTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE PERSONNEL FILE**

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

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

1 88. Labor Code section 1198.5 dictates “every current and former employee, or his or her
2 representative, has the right to inspect and receive a copy of the personnel records that the
3 employer maintains relating to the employee’s performance or to any grievance concerning the
4 employee.”

5 89. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the employer
6 shall make the contents of those personnel records available for inspection to the current or
7 former employee, or his or her representative, at reasonable intervals and at reasonable
8 times...” On information and belief, Defendants intentionally failed to provide Plaintiff with
9 personnel records when requested by Plaintiff via certified letter on August 25, 2022, as
10 required by law. Plaintiff requested her personnel records in accordance with California Labor
11 Code section 1198.5 on August 25, 2022 via U.S. certified mail, return receipt requested. .
12

13 90. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
14 records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has
15 suffered and continues to suffer substantial losses related to Defendants’ failure to provide
16 personnel records.

17 91. Plaintiff seeks all available remedies for Defendants’ violations including, but not
18 limited penalties, and costs to the extent permitted by law and according to proof at trial.
19 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
20 in the amount of \$750.00, along with costs and attorney’s fees.
21

22 **ELEVENTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE PAY RECORDS**

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

25 92. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 91, inclusive, of this Complaint as though fully set forth herein.
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1 93. Labor Code section 226 sub-section (b) dictates “an employer...shall afford current and
2 former employees the right to inspect or copy records pertaining to their employment, upon
3 reasonable request to the employer...”

4 94. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer who
5 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
6 pertaining to a current or former employee shall comply with the request as soon as
7 practicable, but no later than 21 calendar days from the date of the request.” On information
8 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
9 by Plaintiff via certified letter, return receipt requested, on August 25, 2022, and as required by
10 law.
11

12 95. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and
13 continues to suffer substantial losses related to Defendants’ failure to provide pay records.
14 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
15 in the amount of \$750.00, along with costs and attorney’s fees.
16

17 96. Plaintiff seeks all available remedies for Defendants’ violations including, but not
18 limited penalties, and costs to the extent permitted by law and according to proof at trial.

19 **TWELFTH CAUSE OF ACTION**

20 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

21 **(Plaintiff against Sensitive Environmental Inc. and all DOE Defendants)**

22 97. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 96, inclusive, of this Complaint as though fully set forth herein.

24 98. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was in
25 full force and effect and was binding on Defendant NCI. Specifically, Government Code section
26 12940(j) prohibits an employer from sexually harassing an employee on the basis of her sex.

27 99. Marco Aboduela aka “Tony” was and is at all times relevant hereto an employee of
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1 Sensitive Environmental Inc. The actions of “Tony” towards Plaintiff, while in the course and
2 scope of his employment with Sensitive Environmental Inc. as described herein, created a hostile
3 sexual environment which materially altered Plaintiff’s working conditions and which
4 constitutes sexual harassment in violation of California Government Code section 12940(j)(1).

5 100. In engaging in the aforementioned conduct, Defendant Sensitive Environmental
6 Inc. and DOES 1 to 25, inclusive, and each of them, aided, abetted, incited, compelled, and/or
7 coerced unlawful employment practices in violation of the announced policy of this State against
8 such practices. Furthermore, they failed to take immediate and appropriate corrective action to
9 prevent this harassment.

10 101. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and
11 will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other
12 pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer physical
13 and emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment,
14 fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff’s damages will be
15 ascertained at trial.

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

20 103. The acts of oppression, fraud, and/or malice, were engaged in by employees of
21 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
22 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
23 wrongful conduct for which an award of punitive damages is sought, and/or was personally
24 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
25 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
26 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
27 to punitive and exemplary damages against each of the Defendants in accordance with California
28 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant.

104. FEHA provides for an award of reasonable attorneys’ fees and costs incurred by

1 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
2 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
3 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
4 award of attorneys' fees and costs.

5 **THIRTEENTH CAUSE OF ACTION**
6 **FAILURE TO PREVENT HARASSMENT**
7 **IN VIOLATION OF FEHA**

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

9 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

11 106. At all times herein mentioned, FEHA, California Government Code section
12 12940(k), was in full force and effect and was binding on Defendants. This statute states that it
13 is an unlawful employment practice in California for an employer to "fail to take all reasonable
14 steps necessary to prevent discrimination and harassment from occurring."

15 107. As alleged above, Plaintiff was subjected to harassment.

16 108. Defendants failed to take all reasonable steps necessary to prevent harassment. In
17 addition, Defendants failed to remedy such harassment when it realized and was informed that
18 it was occurring. Defendants further failed to train, supervise, and monitor its employees and
19 agents.

20 109. The failure of Defendants to prevent harassment created and encouraged an
21 environment where such harassment was condoned, encouraged, tolerated, sanctioned, and/or
22 ratified.

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

28 111. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,

1 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
2 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
3 their workers' right to work in an environment free of harassment, so as to justify the imposition
4 of punitive damages to punish and set an example of said Defendants.

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

8 **FOURTEENTH CAUSE OF ACTION**
9 **NEGLIGENT RETENTION AND SUPERVISION**

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

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

13 114. Upon information and belief, Defendants, by and through its agents and
14 employees, knew or reasonably should have known through reasonable investigation, of
15 "Tony's" propensity for sexually harassing behavior.

16 115. Defendants had a duty not to hire or retain "Tony", provide proper training to
17 "Tony" and provide reasonable supervision of "Tony".

18 116. Defendants negligently hired, retained and/or failed to adequately train and
19 supervise "Tony" in his position, wherein "Tony" was able to commit the wrongful acts
20 complained of herein against Plaintiff. Defendants failed to provide reasonable supervision of
21 "Tony" despite knowing of his propensities for sexually harassing behavior.

22 117. As a result of the above-described conduct, Plaintiff has suffered and continues
23 to suffer a great amount of stress, anxiety, humiliation, embarrassment, loss of sleep, loss of
24 confidence, loss of self-esteem, and general discomfort.

25 118. Defendants engaged in these acts alleged herein and/or condoned, permitted,
26 authorized, and/or ratified the conduct of their employees and agents and are vicariously liable
27 for the wrongful conduct of their employees and agents for this cause of action.

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FIFTEENTH CAUSE OF ACTION

WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY

(Plaintiff against Sensitive Environmental Inc. and all DOE Defendants)

119. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 118 inclusive, of this Complaint as though fully set forth herein.

120. At all times during his employment with Sensitive Environmental Inc., Plaintiff performed her duties with the utmost diligence and competence.

121. Defendants intentionally created an illegal work environment and atmosphere wherein Plaintiff was sexual harassed and nothing was done to prevent the continued harassment. This situation became intolerable for Plaintiff and Plaintiff had no alternative but to quit her job.

122. The employment of Plaintiff was constructively wrongfully terminated in or around June 2, 2022 in violation of the fundamental public policy of the State of California with respect to an employer stopping sexual harassment in the workplace, especially after being put on notice of its occurrence and the fact that it had transformed and employee's work environment into a hostile one. Moreover, Plaintiff was forced to hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and constitutional expressions of public policy including, but not limited to, FEHA and Government Code Section 12940 et. seq.

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

124. 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

1 compensatory damages (past and future), mental pain and anguish and emotional distress (past
2 and future), and will continue to suffer in the future, in an amount to be proved at trial.

3 125. The foregoing conduct engaged in by Defendants and each of its directors,
4 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
5 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
6 an environment free of sexual harassment, so as to justify the imposition of punitive damages
7 to punish and set an example of said Defendants.

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9 **SIXTEENTH CAUSE OF ACTION**

10 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

11 **(Plaintiff against Sensitive Environmental Inc. and all DOE Defendants)**

12 126. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 125, inclusive, of this Complaint as though fully set forth herein.

14 127. Defendants' failure to prevent harassment against Plaintiff constituted severe
15 and outrageous misconduct and caused Plaintiff extreme emotional distress.

16 128. Defendants were aware that treating Plaintiff in the manner alleged above
17 would devastate Plaintiff and cause Plaintiff extreme hardship.

18 129. As a direct and proximate result of the aforementioned acts and omissions of
19 Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and
20 emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of
21 confidence, fright, depression, and anxiety, the exact nature and extent of which are not now
22 known to her, but in an amount to be proved at trial.

23 130. Defendants' misconduct was done intentionally, in a malicious, fraudulent,
24 oppressive manner, entitling Plaintiff to punitive damages.

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1 **SEVENTEENTH CAUSE OF ACTION**

2 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

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

4 131. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 130, inclusive, of this Complaint as though fully set forth herein.

6 132. As an employee of Defendants, Plaintiff was owed a duty of care by
7 Defendants, and each of them, to ensure that Plaintiff was not exposed to foreseeable harms.

8 133. Defendants, and each of them, knew, or should have known, that Plaintiff was
9 being subjected to sexual harassment and that, the failure to exercise due care to prevent
10 harassing conduct could and would cause Plaintiff to suffer severe emotional distress.

11 134. Defendants, and each of them, failed to exercise their duty of care to prevent
12 their employees, managers, supervisors, and/or officers from harassing Plaintiff based
13 on her sex/gender.

14 135. As a direct and proximate result of the aforementioned acts and omissions of
15 Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and
16 emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of
17 confidence, fright, depression, and anxiety, the exact nature and extent of which are not now
18 known to her, but in an amount to be proved at trial.

19 136. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff
20 has been directly and legally caused to suffer damages as alleged herein.

21 **EIGHTEENTH CAUSE OF ACTION**

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

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

24 **(Plaintiff against Sensitive Environmental Inc. and all DOE defendants)**

137. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 136, inclusive, of this Complaint as though fully set forth herein.

138. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitute unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

139. Defendants' violations of California labor laws and FEHA constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and others.

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

PRAYER FOR RELIEF

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

1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
2. For general damages according to proof;
3. For an award of punitive damages against Defendants according to proof;
4. For damages for wages not paid to Plaintiff in an amount subject to proof at trial;
5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
6. For special, consequential, and liquidated damages to the extent allowed by law;
7. For the imposition of civil penalties and/or statutory penalties;
8. For PAGA penalties to the extent permitted pursuant to the Labor Code and Wage Order including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3,

226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2699, and 2802;

9. For an award of liquidated damages to the extent permissible by Labor Code § 1194.2;

10. For restitution and disgorgement for all unfair business practices by Defendants

against Plaintiff in an amount subject to proof at trial;

11. For an order enjoining Defendants from further unfair and unlawful business practices

in violation of Business and Professions Code Sections 17200, et seq.;

12. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

13. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;

14. For maximum civil penalties available under the Labor Code and applicable Wage
Order against Defendants as described more particularly in the Complaint and
representative PAGA claims;

15. For all remedies available to Plaintiff under the applicable Wage Order and the
Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
liquidated damages, damages, penalties, and waiting time penalties according to proof
to the extent permitted by law via PAGA;

16. For all interest as allowed by law;

17. For all costs and disbursements incurred in this suit;

18. Reasonable attorney's fees where available by law, including but not limited to,
pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
the Labor Code generally; FEHA, including Government Code section 12940 et. seq.
and/or other applicable laws; and

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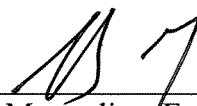
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1 19. For such other and further relief as this Court may deem proper.
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3 DATED: March 9, 2023

MESSRELIAN LAW INC.

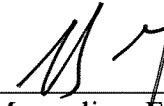
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5 By 
6 Harout Messrelian, Esq.
7 Attorneys for Plaintiff Lindsey Hudson

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
10

11
12 DATED: March 9, 2023

MESSRELIAN LAW INC.

13
14 By 
15 Harout Messrelian, Esq.
16 Attorneys for Plaintiff Lindsey Hudson
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