

Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
Vanya Khanna (Bar No. 359296)
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252

Attorneys for Plaintiff,
SUSAN SKELLY

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

SUSAN SKELLY, an individual,

Plaintiff,

vs.

GARAGE INNOVATIONS, INC., a
California corporation; DANIEL MILLIS,
an individual; BRYANT RIVERA, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CVRI 2501912

COMPLAINT FOR:

- 1. DISCRIMINATION BASED UPON
AGE IN VIOLATION OF GOVT.
CODE §12940 (a);**
- 2. DISCRIMINATION BASED ON
GENDER IN VIOLATION OF GOVT.
CODE §12940 (a);**
- 3. SEXUAL HARASSMENT (Govt. Code
§12940(j));**
- 4. HOSTILE WORK ENVIRONMENT
IN VIOLATION OF GOVT. CODE
§12940 ET SEQ.;**
- 5. RETALIATION IN VIOLATION OF
GOVT. CODE §12940 ET SEQ.;**
- 6. FAILURE TO PREVENT
DISCRIMINATION FROM
OCCURRING IN VIOLATION OF
GOVT. CODE §12940(k);**
- 7. HARASSMENT BASED ON AGE
AND GENDER IN VIOLATION OF
GOVT. CODE §12940 (a);**
- 8. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
IN VIOLATION OF GOVT. CODE
§12940 *et seq.*;**
- 9. WILLFUL MISCLASSIFICATION
AS EXEMPT (WAGE ORDER NO.
4);**
- 10. FAILURE TO PAY PREMIUM**

OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194, 1198; WAGE ORDER NO. 4);
11. FAILURE TO PAY MINIMUM WAGES DUE (Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1 1198; WAGE ORDER NO. 4;
12. FAILURE TO PROVIDE MEAL PERIODS (Cal. Labor Code §226.7; WAGE ORDER NO. 4);
13. FAILURE TO PAY FOR REST PERIODS NOT PROVIDED (Cal. Labor Code § 226.7; WAGE ORDER NO. 4;
14. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226);
15. FAILURE TO PAY ALL WAGES DUE ON TERMINATION (Cal. Labor Code §203);
16. FAILURE TO REIMBURSE BUSINESS EXPENSES 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

Susan Skelly (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes, *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* violations as against the persons

1 identified herein, occurred in Riverside County and because Defendant Garage Innovations,
2 Inc. owned and operated their business in Riverside County.

3 **II. PARTIES**

4 3. At all times relevant hereto, Plaintiff Susan Skelly (hereinafter "Plaintiff") was
5 an individual over age 18 and a resident of Norco, California.

6 4. Plaintiff is informed and believes and thereon alleges that at all times material
7 hereto, Defendant Garage Innovations, Inc. ("GI"), has been, and is a California corporation,
8 with a principal place of business at 6965 Arlington Avenue, Riverside, CA 92503. At all
9 times material hereto, GI has been, and is, a company that custom designs garages.

10 5. Plaintiff is informed and believes and thereon alleges that Defendant Daniel
11 Millis ("Daniel") is an individual, who at all times relevant herein, was a resident of Riverside
12 County. Daniel is the owner/manager of GI.

13 6. Plaintiff is informed and believes and thereon alleges that Defendant Bryant
14 Rivera ("Bryant") (collectively with GI and Daniel) is an individual, who at all times relevant
15 herein, was a resident of Riverside County. Daniel is the Lead Installer at GI.

16 7. Plaintiff was employed by GI, as an Operations Manager. Plaintiff is informed
17 and believes and thereon alleges that at all times material hereto GI has been authorized to do
18 business and has been doing business in the State of California.

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

24 9. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
25 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
26 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
27 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
28

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 the wages, hours, and
4 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director
5 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
6 Defendants, which included decision-making responsibility for, and establishment of, age and
7 gender discrimination and harassment practices and policies, and wage and hour violations, for
8 Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the
9 remaining Defendants, are “employers” as a matter of law and are liable on the causes of action
10 alleged herein.

11 10. 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, conduct business and engage in age and gender discrimination, sexual
18 harassment and wage and hour violations, in the County of Riverside.

19 11. Plaintiff is further informed and believes, and thereon alleges, that each of the
20 fictitiously named Defendants aided and assisted the named Defendants in committing the
21 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
22 Defendant.

23 **III. PAGA NOTICE**

24 12. Pursuant to the California Labor Code, on or about April 9, 2025, Plaintiff filed
25 a notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue
26 claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff
27 further reserves the right to amend this Complaint once she completes and complies with the
28 provisions under the law.

1 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 **Employment Information**

3 13. Plaintiff was an employee of GI since in or about May 2011. Plaintiff worked as
4 an Operations Manager at GI. She handled scheduling, payables, customer service, provided
5 estimates, payroll and scheduled maintenance. Plaintiff worked between 8-9 or more hours per
6 day. She was employed at GI until March 18, 2025, when Plaintiff was wrongfully terminated.

7 **Discrimination, Harassment and Wrongful Termination**

8 14. Plaintiff was denied a work environment free of age and gender discrimination
9 and sexual harassment and was targeted for wrongful termination on or about March 18, 2025.

10 15. Plaintiff is 53 years old.

11 16. Plaintiff was the only female employee at GI.

12 17. Daniel constantly berated Plaintiff. In front of the male employees, Daniel told
13 Plaintiff that she needed to improve her body and hair grooming. On one occasion, Daniel
14 dumped the woman's bathroom trashcan out in front of the other employees to see if Plaintiff
15 was hiding evidence of things she ate.

16 18. Further, Daniel repeatedly made comments concerning Plaintiff's age. He
17 implied that Plaintiff would not be able to get another job elsewhere due to her age.

18 19. Daniel made inappropriate sexual comments about Plaintiff to her and in front of
19 other employees. For example, Daniel told her she had another male employee under her desk,
20 that she needed to "trim-up" due to pubic hair being left on the toilet seat in the bathroom,
21 made fun of the way Plaintiff dressed and told her that she needed to wear her boots up to her
22 pussy.

23 20. Additionally, Daniel was volatile and he would at times use profanities when
24 speaking to Plaintiff. Daniel called Plaintiff a fucking bitch, cunt, etc.

25 21. Further, Bryant would also make negative comments about Susan. For example,
26 after looking at his work orders for the day, he would say "fucking Susan". Bryant would also
27 gossip with Daniel about Susan and make derogatory comments about her.

22. Daniel treated the male employees at GI better than he treated Plaintiff. The male employees were given gifts and raises, while Plaintiff was not.

23. On or about March 18, 2025, Plaintiff was having her daily touch-base call with Daniel. Daniel became irritated with Plaintiff and called her a bitch, fucking cunt, cunt bitch and told her to shut the fuck up multiple times. Thereafter, he hung up on Plaintiff. Daniel then called Plaintiff back and terminated her.

24. As a result of the harassment and discrimination, Plaintiff suffered emotional distress.

25. GI's wrongful termination of Plaintiff was wrongfully motivated by discrimination against her due to her age and gender.

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

27. On April 9, 2025, Plaintiff filed an administrative complaint with the California Civil Rights Department (“CCRD”) alleging discrimination and harassment by GI, Daniel and Bryant. On April 9, 2025, the CCRD issued to Plaintiff a Right to Sue Notice as to GI, Daniel and Bryant.

Wage and Hour Violations

28. Plaintiff earned an annual salary of \$52,000. Plaintiff worked between 8-9 or more hours per day, 6 or more days per week.

29. The employment by GI of Plaintiff is governed by Industrial Welfare Commission Wage Order No. 4, which covers those persons employed in the professional, technical, clerical, mechanical and similar occupations.

30. This action is based on Defendant GI's willful misclassification of Plaintiff as exempt, giving rise to numerous violations of California labor law. Plaintiff did not earn enough money to be considered exempt.

31. Under California law, non-exempt employees as defined by IWC Wage Order No. 4, are entitled to overtime wages for work in excess of 8 hours per day.

32. Under California law, non-exempt employees as defined by Wage Order No. 4, are entitled to minimum wages.

33. At times Plaintiff was not afforded meal breaks.

34. Plaintiff was never afforded rest breaks.

35. Defendants GI and Daniel routinely failed to provide Plaintiff with itemized wage statements that properly and accurately itemized the number of hours she worked at the effective regular rates of pay.

36. Defendants GI and Daniel failed to pay Plaintiff all wages due on termination.

37. Defendants GI and Daniel failed to reimburse Plaintiff's necessary business expenses.

38. Defendants GI and Daniel failed to provide Plaintiff with her requested employment records.

FIRST CAUSE OF ACTION

**(Discrimination Based on Age in Violation of Government Code §§12940(a) - By Plaintiff
Against Defendant GI and Does 1 through 100)**

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

40. Under the California Fair Employment and Housing Act ("FEHA"), Government Code § 12940(a), an employer cannot discriminate against an employee, because of her age.

41. At all times herein mentioned, Plaintiff was a member of a protected class due to her age, in that she was over the age of 40 years and had reached a certain level of experience in her profession or occupation.

42. Plaintiff was fully qualified and competent to perform her respective duties.

43. GI's decision to discharge Plaintiff was motivated by Plaintiff's age because, among other things, Daniel repeatedly made comments to Plaintiff concerning her age.

44. By discharging Plaintiff because of her age, GI violated Government Code § 12940(a).

45. As a direct and proximate result of GI's conduct, individually and collectively, Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost and will continue to lose employment benefits.

46. As a direct and proximate result of the GI's actions, Plaintiff has suffered severe and serious injury to her person, all to her damage in an amount within the jurisdiction of this Court, according to proof.

47. GI's conduct in discriminating against Plaintiff because of her age subjected her to cruel and unjust hardship in conscious disregard of her rights, as it was anticipated by GI that Plaintiff would be unable to find comparable employment in the foreseeable future. Plaintiff is informed and believes, and thereon alleges, that her wrongful termination by GI was done with the intent to cause her injury. As a consequence of the aforesaid oppressive, malicious and despicable conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according to proof.

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

SECOND CAUSE OF ACTION

(Discrimination Based on Gender in Violation of Violation of Government Code

§§12940(a) - By Plaintiff Against Defendant GI and Does 1 through 100)

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

50. California Government Code section 12940(a) prohibits discrimination, including adverse employment action against an employee based on sex or gender, among other protected bases.

1 51. GI's actions and conduct combined to create and allow a pattern of
2 discriminatory treatment toward Plaintiff due to her gender. GI's actions constituted a
3 continuing violation of Cal. Gov. Code § 12940, et seq.

4 52. GI treated Plaintiff differently than her male coworkers. Her male coworkers
5 were given gifts and raises by Daniel, but Plaintiff was not.

6 53. GI created and maintained a hostile work environment. Plaintiff was subjected
7 to unfair and hostile treatment by GI.

8 54. All of the conduct by GI was done with the full knowledge and ratification of
9 the management employees of GI, and was consistent with the recognized policies and
10 procedures of GI, which tolerated and encouraged such discriminatory conduct.

11 55. GI was aware of the hostile environment for women and did not take effective,
12 good faith action to investigate, remedy, prevent, or stop the harassment and discrimination.

13 56. At all times herein mentioned, GI was legally required to refrain from
14 discriminating against and harassing any employee on the basis of gender, among other things.
15 Within the time provided by law, Plaintiff filed a complaint with the California Department of
16 Fair Employment and Housing, in full compliance with these sections, and she received a right
17 to sue letter.

18 57. GI's conduct resulted in the damages and injuries to Plaintiff as alleged in this
19 Complaint. As a direct and proximate result of the conduct of GI, Plaintiff has suffered and
20 continues to suffer humiliation, emotional distress, and mental and physical pain and anguish,
21 all to her damage in at least \$1,000,000, subject to proof at trial.

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

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

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

4 **THIRD CAUSE OF ACTION**

5 **(Sexual Harassment in violation of Government Code 12940(j)– By Plaintiff Against**
6 **Defendants GI and Daniel and Does 1 through 100)**

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

9 62. In perpetrating the above-described actions, GI and its owner/manager, Daniel,
10 engaged in a pattern and practice of unlawful sexual harassment in violation of FEHA,
11 *Government Code* §12940(j).

12 63. GI and/or its owner/manager, Daniel, sexually harassed Plaintiff. The
13 harassment was sufficiently pervasive and severe as to alter the conditions of employment and
14 create a hostile work environment.

15 64. As a proximate result of this sexual harassment 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 (including lost wages) all to her special
18 and general damage according to proof at the time of trial.

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

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

24 **FOURTH CAUSE OF ACTION**

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

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

1 68. The offensive conduct to which Plaintiff was subjected constitutes a hostile
2 work environment in violation to FEHA, California Government Code §12940 et seq. During
3 his employment, GI violated FEHA, California Government Code §12940 (j), by
4 discriminating against Plaintiff due to her age and gender.

5 69. GI's harassment was hostile, abusive, continuous and pervasive to create a
6 hostile work environment for Plaintiff.

7 70. GI's harassment was unwelcome, humiliating, offensive and adversely affected
8 the terms of Plaintiff's employment.

9 71. Plaintiff was subjectively offended by GI's conduct and any reasonable person
10 in Plaintiff's position would perceive GI's conduct as being offensive, hostile and abusive.

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

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

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

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

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

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1 **FIFTH CAUSE OF ACTION**

2 **(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against**
3 **Defendant GI and Does 1 through 100)**

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

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

10 79. As a result of her age and gender, Plaintiff was denied the right to work in an
11 environment free of discrimination and harassment and was wrongfully terminated by GI.

12 80. GI's retaliatory conduct toward Plaintiff caused her emotional injury, including,
13 but not limited to, humiliation, anxiety, fear, and loss of self-esteem. GI's retaliatory conduct
14 was a substantial factor and the proximate cause of Plaintiff's damages.

15 81. Plaintiff's age and gender were the reasons GI retaliated against her.

16 82. Plaintiff has suffered monetary damages, lost wages and privileges of
17 employment illegally caused by GI's discriminatory conduct in an amount within the
18 jurisdiction of this Court, according to proof.

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

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

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

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1 **SIXTH CAUSE OF ACTION**

2 **(Failure to Prevent Discrimination from Occurring in Violation of Government Code**
3 **§12940(k) - By Plaintiff Against Defendant GI and Does 1 through 100)**

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

6 87. GI's conduct in subjecting Plaintiff to discriminatory conduct due to Plaintiff's
7 age constituted breach of their duty under FEHA, including the duty to take immediate and
8 appropriate corrective action and to take all reasonable steps to prevent discrimination and
9 retaliation from occurring pursuant to California Government Code Section 12940(k).

10 88. GI failed to take measures to prevent discrimination and retaliation.

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

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

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

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

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

26 **SEVENTH CAUSE OF ACTION**

27 **(Harassment Due to Age and Gender in Violation of Govt. Code §12940(a)– By Plaintiff**
28 **against all Defendants and Does 1 through 100)**

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

3 95. Beginning in or about 2011 and on numerous occasions thereafter, Plaintiff was
4 harassed by the actions, conduct and comments of GI's owner/manager, Daniel and its
5 employee, Bryant, which actions, conduct and comments combined to create and allow a
6 pattern of harassment towards her due to her age and gender.

7 96. Defendants' actions constituted a continuing violation of Cal. Gov. Code §
8 12940, et seq.

9 97. Defendants negligently and in bad faith failed to properly investigate Plaintiff's
10 claims of age and gender discrimination and harassment and take appropriate remedial action.

11 98. Defendants engaged in retaliatory actions against Plaintiff due to her age and
12 gender and Plaintiff was subjected to unfair and hostile treatment by Defendants.

13 99. All of the conduct by Defendants, was done with the full knowledge and
14 ratification of the management employees of GI and was consistent with the recognized
15 policies and procedures of GI, which tolerated and encouraged such discriminatory conduct.

16 100. At all times herein mentioned, Defendants were legally required to refrain from
17 discriminating against and harassing any employee on the basis of age and gender, among
18 other things. Within the time provided by law, Plaintiff filed a complaint with the DFEH, in
19 full compliance with these sections, and received a right to sue letter.

20 101. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
21 in this Complaint. As a direct and proximate result of the conduct of Defendants, Plaintiff has
22 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
23 and anguish, all to his damage in at least \$1,000,000, subject to proof at trial.

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

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

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

EIGHTH CAUSE OF ACTION

**(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 et seq.
– By Plaintiff Against Defendant GI Does 1 through 100)**

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

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

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

108. Plaintiff was 53 years old at the time of her termination. Daniel repeatedly made comments about Plaintiff's age and also treated her in a negative manner compared to her male coworkers.

109. GI, acting through their employees, intentionally created and knowingly permitted the discrimination based on age, gender and harassment.

110. GI wrongfully terminated Plaintiff in violation of important and well-established public policies, including, but not limited to, policies against employment discrimination based upon age, gender and against harassment.

1 111. GI's wrongful conduct proximately caused Plaintiff to suffer general, special
2 and statutory damages in an amount within the jurisdiction of this Court, according to proof.

3 112. As a further proximate result of the unlawful acts of GI as alleged above,
4 Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and emotional
5 and physical distress that a reasonable person would suffer upon losing her job. As a result of
6 such actions and consequent harm, Plaintiff has suffered such damages in the amount of at
7 least \$1,000,000, according to proof.

8 113. The above acts of GI constituted a wrongful termination of Plaintiff and were in
9 violation of public policy as described above. Such termination was a substantial factor in
10 causing damage and injury to Plaintiff as set forth below.

11 114. Plaintiff believes and thereon alleges that engaging in protected activity was a
12 factor in GI's conduct as alleged hereinabove.

13 115. As a result of GI's conduct, Plaintiff is entitled to recover punitive damages in
14 amount according to proof at trial.

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

17 **NINTH CAUSE OF ACTION**

18 **WILLFUL MISCLASSIFICATION AS EXEMPT**

19 **(Wage Order No. 4 By Plaintiff Against all Defendants GI and Daniel and Does 1-100)**

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

22 118. Defendants misclassified Plaintiff as an exempt employee rather than non-
23 exempt in violation of IWC Wage Order No. 4, for their own financial benefit.

24 119. Plaintiff was paid an annual salary of \$52,000.00.

25 120. The California Industrial Welfare Commission Wage Order No. 4 identifies
26 three exemptions to the provisions of the wage order: executive exemption, administrative
27 exemption, and professional exemption. The administrative exemption at issue applies to an
28 employee: 1) whose duties and responsibility relate to management policies or general

1 business operations of the employer, and 2) who customarily and regularly exercises discretion
2 and independent judgment, and 3) who regularly assists a proprietor or an employee employed
3 in an executive or administrative capacity, or 4) who performs, under general supervision,
4 works along specialized or technical lines requiring specialized training, experience or
5 knowledge, or 5) who executes, under only general supervision, special assignments, and 6)
6 must earn a monthly salary equivalent to no less than two (2) times the state minimum wage
7 for full time employment, and 6) who is primarily engaged in duties which meet the test of the
8 exemption.

9 121. On information and belief Defendants GI and Daniel decided to wrongfully treat
10 Plaintiff as an exempt employee.

11 122. Plaintiff did not meet the requirements of being “salary exempt” as set forth by
12 California Labor Code § 515(a). Plaintiff’s monthly salary was less than two times the state
13 minimum wage for full time employment.

14 123. Defendants thus improperly classified Plaintiff as exempt from the wage and
15 hour requirements set forth in the Labor Code and IWC Wage Order No. 4, because she did not
16 qualify as exempt.

17 124. Because of this misclassification, Plaintiff suffered damages as a result of
18 Defendants’ violation of IWC Wage Order No. 4, in an amount according to proof.

19 125. Based on Defendants’ conduct as alleged herein. Defendants are liable for
20 damages and statutory penalties pursuant to Labor Code §226, Labor Code §218.5 and
21 penalties pursuant to Labor Code §§203 and 206.

22 **TENTH CAUSE OF ACTION**

23 **(Failure to Pay Overtime in violation of Labor Code §§510, 511, 558, 1194, 1194.3, 1198**
24 **and Wage Order No. 4 by Plaintiff Against Defendants GI, Daniel and Does 1-100)**

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

27 127. During Plaintiff’s entire employment with Defendant GI, pursuant to Cal. Lab.
28 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 4, Defendants GI and Daniel

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

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

8 129. California Labor Code section 1198 provides,

9 The maximum hours of work and the standard conditions of labor fixed by the
10 commission shall be the maximum hours of work and the standard conditions
11 of labor for employees. The employment of any employee for longer hours than
12 those fixed by the order or under conditions of labor prohibited by the order is
13 unlawful.

14 130. Pursuant to IWC Wage Order No. 4-2001, § 3, "Employment beyond eight (8)
15 hours in any workday is permissible provided the employee is compensated for such overtime
16 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
17 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
18 workday..."

19 131. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

5 132. Pursuant to Cal. Labor Code §558.1:

6 (a) Any employer or other person acting on behalf of an employer, who
7 violates, or causes to be violated, any provision regulating...hours and days of work in any
8 order of the Industrial Welfare Commission, or violates, or causes to be violated Sections 203,
9 226, 226.7...may be held liable as the employer for such violation.

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

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

16 133. Daniel is a person acting on behalf of GI and is therefore liable to Plaintiff as
17 employers. Daniel caused the laws relating to overtime to be violated.

18 134. Defendants GI and Daniel expected Plaintiff to work overtime, but never paid
19 her for any of the overtime hours she worked. Plaintiff worked approximately 15 hours of
20 overtime each week.

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

23 136. The foregoing overtime compensation is owed and unpaid. As a direct and
24 proximate result of Defendants GI and Daniel's failure and refusal to pay overtime
25 compensation, Plaintiff suffered damages in the amount of at least \$39,000.00, to be proven at
26 trial.

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

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ELEVENTH 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 all Plaintiff Against Defendants GI, Daniel and Does 1 through 100)

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

139. *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).

140. Here, Plaintiff was not paid minimum wages due to GI’s failure to afford Plaintiff compliant meal/rest breaks.

141. California Labor Code section 558 provides in pertinent part:

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

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

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was

1 underpaid in addition to an amount sufficient to recover underpaid
2 wages.

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

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

7 142. Pursuant to Cal. Labor Code §558.1:

8 (a) Any employer or other person acting on behalf of an employer, who
9 violates, or causes to be violated, any provision regulating...hours and days of work in any
10 order of the Industrial Welfare Commission, or violates, or causes to be violated Sections 203,
11 226, 226.7...may be held liable as the employer for such violation.

12 (b) For purposes of this section, the term “other person acting on behalf of an
13 employer” is limited to a natural person who is an owner, director, officer, or managing agent
14 of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of
15 Section 3294 of the Civil Code.

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

18 143. Daniel is a person acting on behalf of GI and is therefore liable to Plaintiff as an
19 employer. Daniel caused the laws relating to minimum wages to be violated.

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

23 145. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
24 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
25 *Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under
26 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
27 the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*,
28 154 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

1 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
2 (N.D. Cal. 2016).

3 146. Plaintiff suffered and continued to suffer losses related to the use and
4 enjoyment of compensation due and owing to her as a direct result of Defendants GI and
5 Daniel's unlawful acts and Labor Code violations in an amount to be shown according to proof
6 at trial.

7 147. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
8 wages against employers and those individuals acting on their behalf. Plaintiff requests that
9 this Court assess said penalty against Defendants GI and Daniel in an amount to be proven at
10 trial.

11 148. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and
12 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendants
13 GI and Daniel owe her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in
14 amounts according to proof.

15 **TWELFTH CAUSE OF ACTION**

16 **(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Wage Order** 17 **No. 4 – By Plaintiff Against all Defendants GI, Daniel and Does 1 through 100)**

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

20 150. California Labor Code §226.7(a) prohibits an employer from requiring an
21 employee to work during any meal period mandated by an applicable Industrial Wage Order.
22 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
23 employee to work during a meal or rest break or recovery period mandated pursuant to an
24 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
25 Commission..."

26 151. California Labor Code §1198 makes unlawful the employment of an employee
27 under conditions the IWC prohibits.
28

1 152. IWC Wage Order No. 4 provides, in relevant part: "No employer shall employ
2 any person for a work period of more than five (5) hours without a meal period of not less than
3 30-minutes, except that when a work period of not more than six (6) hours will complete the
4 day's work the meal period may be waived by mutual consent of the employer and the
5 employee."

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

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

15 155. The Labor Code and Wage Order No. 4 provisions cited above require
16 California employers to provide employees with off-duty 30-minute meal periods on or before
17 the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make
18 employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their
19 shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on
20 or before the fifth hour of their shifts.

21 156. Plaintiff was at times not afforded meal breaks.

22 157. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

8 158. Pursuant to Cal. Labor Code §558.1:

9 (a) Any employer or other person acting on behalf of an employer, who
10 violates, or causes to be violated, any provision regulating...hours and days of work in any
11 order of the Industrial Welfare Commission, or violates, or causes to be violated Sections 203,
12 226, 226.7...may be held liable as the employer for such violation.

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

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

19 159. Daniel is a person acting on behalf of GI and is therefore liable to Plaintiff as an
20 employer. Daniel caused the laws relating to meal breaks to be violated.

21 160. Defendants GI and Daniel further violated IWC Wage Order No. 4 and Labor
22 Code § 226.7 by failing to pay one hour of compensation to Plaintiff at her individual and
23 regular rate of pay for each work day that the meal period was not provided, in an amount
according to proof. This amount remains owed and unpaid.

24 161. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
25 recover wages due based on the deprivation of meal periods under Cal. Labor Code
26 § 226.7(b).

27 162. As a direct and proximate result of Defendants GI and Daniel's unlawful
28 conduct as alleged herein, Plaintiff has sustained economic damages, including but not limited

1 to unpaid wages and lost interest, in the amount of at least \$26,000.00, and is entitled to recover
2 economic and statutory damages, attorneys' fees and penalties and other appropriate relief due
3 to Defendants GI and Daniel's violations of the California Labor Code and IWC Wage Order
4 No. 4.

5 **THIREENTH CAUSE OF ACTION**

6 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7; IWC Wage Order No.**

7 **4 – By Plaintiff Against Defendants GI, Daniel and Does 1 through 100)**

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

10 164. Labor Code § 226.7 and IWC Wage Order No. 4 provides that employers shall
11 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
12 per four hours of work, or major fraction thereof.

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

17 166. Defendants have intentionally and improperly failed to afford Plaintiff any rest
18 periods in violation of Labor Code § 226.7 and Wage Order No. 4.

19 167. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

5 168. Pursuant to Cal. Labor Code §558.1:

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

11 (b) For purposes of this section, the term “other person acting on behalf of
12 an employer” is limited to a natural person who is an owner, director, officer, or
13 managing agent of the employer, and the term “managing agent” has the same
14 meaning as in subdivision (b) of Section 3294 of the Civil Code.

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

17 169. Daniel is a person acting on behalf of GI and is therefore liable to Plaintiff as an
18 employer. Daniel caused the laws relating to rest periods to be violated.

19 170. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

20 171. At all times relevant hereto, GI and Daniel failed to provide rest periods as
21 required by Labor Code § 226.7 and IWC Wage Order No. 4.

22 172. By virtue of GI’s unlawful failure to afford rest periods, Plaintiff has suffered,
23 and will continue to suffer, damages in the amount of at least \$26,000.00 and which will be
24 ascertained according to proof at trial.

25 **FOURTEENTH CAUSE OF ACTION**

26 **(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code
27 §226– By Plaintiff Against Defendant GI, Daniel and Does 1 through 100)**

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

1 174. At all times relevant herein, Defendants GI and Daniel failed to issue payroll
2 statements to Plaintiff which complied with Cal. Lab. Code §226(a), in that Defendants GI and
3 Daniel failed to properly and accurately itemize the number of hours she worked at the
4 effective regular rates of pay.

5 175. Defendants GI and Daniel knowingly and intentionally failed to comply with
6 Cal. Lab. Code §226(a), causing damage to Plaintiff. These damages, including but not limited
7 to costs expended calculating her true hours worked, and the amount of employment taxes
8 which were not properly paid to state and federal tax authorities, are difficult to estimate.
9 Therefore, Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in
10 which the violation occurred, and \$100.00 for each violation in subsequent pay periods
11 pursuant to Cal. Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable
12 attorneys' fees and costs.

13 176. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
14 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

15 **FIFTEENTH CAUSE OF ACTION**

16 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By**
17 **Plaintiff Against Defendants GI, Daniel and Does 1 through 100)**

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

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

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

26 180. Plaintiff was wrongfully discharged from Defendants GI and Daniel's employ
27 and Defendants GI and Daniel willfully failed to pay Plaintiff wages due to her.

28

181. 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.

182. Plaintiff was not paid her wages for the day she was terminated, March 18, 2025.

183. By willfully failing to pay Plaintiff for overtime, minimum wages and separate amounts owed for meal/rest periods not provided, as set forth above, in a timely manner as required by Cal. Lab. Code §§ 201 & 202, Defendants GI and Daniel are 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.

SIXTEENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §2802 By all Plaintiff Against Defendants GI, Daniel and Does 1 through 100)

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

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

186. At all times relevant herein, Defendants GI and Daniel were aware that Plaintiff was using her personal cell phone and vehicle for business, but failed to indemnify Plaintiff for all her business-related expenses, including wear and tear expenses, in accordance with Labor Code §2802.

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

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

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1 **SEVENTEENTH CAUSE OF ACTION**

2 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

3 **(Cal. Labor Code §1198.5 By Plaintiff Against Defendant GI and Does 1 through 100)**

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

6 190. California Labor Code Section 1198.5 provides:

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

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

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

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

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

192. On or about April 9, 2025, Plaintiff's counsel issued a written request to GI for copies of her personnel records.

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

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

EIGHTEENTH CAUSE OF ACTION

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

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

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

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

1 198. The payment of overtime, minimum wages, affording of meal/rest breaks,
2 paying all wages due on termination, issuing accurate wage statements, reimbursing business
3 expenses and providing employment records are fundamental public policies of the State of
4 California. It is also the public policy of this State to enforce minimum labor standards, to
5 ensure that employees are not required or permitted to work under substandard and unlawful
6 conditions, and to protect those employers who comply with the law from losing competitive
7 advantage to other employers who fail to comply with labor standards and requirements.

8 199. Defendant GI failed to pay Plaintiff for overtime, minimum wages, allow
9 Plaintiff to take meal/rest breaks, to pay all wages due on termination, to issue accurate wage
10 statements, reimburse business expenses and to provide her employment records.

11 200. During the applicable limitations period, Defendant GI violated Plaintiff's rights
12 under the above-referenced Labor Code sections by failing to pay for overtime, minimum
13 wages, meal/rest breaks not afforded in violation of *Labor Code* §§ 226.7, 203, 226, 1194,
14 1197, 1198 and 2802, as a result of not correctly calculating her regular rate of pay to include
15 all applicable remuneration, including, but not limited to, overtime, minimum wages and
16 premium pay for improper meal/rest break.

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

21 202. Defendant GI regularly and routinely violated the following statutes and
22 regulations with respect to Plaintiff:

23 Willful misclassification as exempt (Wage Order No. 4)

24 *Cal. Labor Code* §§ 510, 511, 558, 1198 and 1194 and IWC Wage Order No. 4
25 as amended (failure to pay overtime);

26 *Cal. Labor Code* § 1197 and IWC Wage Order No. 4 (failure to pay minimum
27 wages);
28

1 § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the
2 total amount of days elapsed between the date of involuntary termination, and/or 72 hours after
3 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

4 10. For specific relief enforcing waiting time penalties of 30 days of per diem wages
5 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;

6 11. For compensatory damages in the amount of Plaintiff's out of pocket expenses
7 for cell phone and vehicle use and/or reimbursement of monies incurred while performing
8 Defendants' business-related duties plus interests, costs and attorneys' fees pursuant to *Cal.*
9 *Code Civ. Proc.* §2802(c);

10 12. For prejudgment interest accrued on all due and unpaid overtime and minimum
11 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
12 1194(a), according to proof;

13 13. For a preliminary and permanent injunction ordering Defendant GI to disclose
14 Plaintiff's payroll records and to prevent Defendant GI from committing such illegal acts in the
15 future;

16 14. For an award of restitution of wages to Plaintiff in an amount equal to the
17 amount of wages owed and unpaid, according to proof;

18 15. For injunctive relief requiring Defendant GI to comply with Labor Code
19 1198.5(b)(1);

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

21 17. For reasonable costs, including attorneys' fees, in an amount according to proof
22 pursuant to *Government Code* § 12965(b), *Cal. Lab. Code* §§ 218.5, 1198.5(1), 2802 and *Cal.*
23 *Code Civ. Proc.* §1021.5; and

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

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff Susan Skelly hereby respectfully requests a trial by jury for all claims and
27 issues raised in her Complaint that may be entitled to a jury trial.
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LIPELES LAW GROUP, APC

Date: April 9, 2025

By: Vanya Khanna
Vanya Khanna
Attorneys for Plaintiff
Susan Skelly