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AMANDA MICHELLE LEE

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

AMANDA MICHELLE LEE, an
individual,

Plaintiff,

vs.

DAP HEALTH, INC., DBA CENTRO
MEDICO CATHEDRAL CITY, a
California non-profit corporation; SUSAN
MACHO, an individual; DAISY
CERVANTEZ, an individual; ABNER
VILCHES, M.D., an individual; and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: CVP82503459

COMPLAINT FOR:

- 1. DISCRIMINATION BASED ON RACE (Govt. Code §12940(a));**
- 2. HOSTILE WORK ENVIRONMENT (Govt. Code §12940 et seq.);**
- 3. FAILURE TO PREVENT DISCRIMINATION (Govt. Code §12940(k));**
- 4. RETALIATION (Govt. Code §12940 et seq.);**
- 5. RACE HARASSMENT (Govt. Code §12940(j));**
- 6. WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY (Govt. Code §12940 et seq.);**
- 7. FAILURE TO PAY MINIMUM WAGES DUE (Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1 1198; WAGE ORDER NO. 5);**
- 8. FAILURE TO PROVIDE TIMELY OFF DUTY REST PERIODS (Cal. Labor Code §§ 226.7, 512; WAGE ORDER NO. 5);**
- 9. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226);**

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10. FAILURE TO PAY WAGES ON
TERMINATION AND/OR
RESIGNATION (Cal. *Labor Code*
§§201-203);
11. FAILURE TO PAY UNIFORM AND
MAINTENANCE ALLOWANCE
(Cal. *Labor Code* § 2802);
12. FAILURE TO ALLOW
INSPECTION OF EMPLOYMENT
RECORDS (Cal. *Labor Code*
§1198.5); and
13. UNFAIR COMPETITION (Cal. *Bus.*
& *Prof. Code* §§17200 *et seq.*;

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DEMAND FOR A JURY TRIAL

Amanda Michelle Lee (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This action is brought is pursuant to California *Government Code* §12920 *et seq.*, and the rules, regulations and directives implementing those statutes. This Court also has jurisdiction over this Complaint under *Code of Civil Procedure* §410.10 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 discrimination as against the persons identified herein and the wage and hour violations, occurred in the County of Riverside and because Defendant DAP Health, Inc. dba Centro Medico Cathedral City owned and operated their medical office in the County of Riverside.

II. PARTIES

3. At all times relevant hereto, Plaintiff Amanda Michelle Lee (hereinafter “Plaintiff”) was an individual over age 18 and a resident of Palm Springs, California.

4. Plaintiff is informed and believes and thereon alleges that at all times material hereto, Defendant DAP Health, Inc. dba Centro Medico Cathedral City (“CMCC”), has been,

1 and is a California non-profit corporation, with a principal place of business at 1695 N. Sunrise
2 Way, Palm Springs, California 92262. Plaintiff is informed and believes and thereon alleges
3 that at all times material hereto CMCC has been authorized to do business and has been doing
4 business in the State of California.

5 5. Plaintiff is informed and believes and thereon alleges that Defendant Susan
6 Macho (“Susan”) is an individual, who at all times relevant herein, was a resident of Riverside
7 County. Susan is Plaintiff’s former manager at CMCC.

8 6. Plaintiff is informed and believes and thereon alleges that Defendant Daisy
9 Cervantez (“Daisy”) is an individual, who at all times relevant herein, was a resident of
10 Riverside County. Daisy is a manager at CMCC.

11 7. Plaintiff is informed and believes and thereon alleges that Defendant Abner
12 Vilches, M.D. (“Dr. Vilches”) (collectively with CMCC, Susan and Daisy “Defendants”) is an
13 individual, who at all times relevant herein, was a resident of Riverside County. Dr. Vilches
14 works as a physician at CMCC.

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

20 9. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
21 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
22 fictitious names and capacities. Plaintiff will amend her Complaint to show their true names
23 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
24 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
25 individual person who owned, controlled, or managed the business for which Plaintiff worked
26 and/or who directly or indirectly exercised operational control over the wages, hours, and
27 working conditions of Plaintiff and race discrimination practices. These DOE Defendants held
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1 ownership, officer, director and/or executive positions with the remaining Defendants, and
2 acted on behalf of the remaining Defendants, which included decision-making responsibility
3 for wage and hour practices and race discrimination, for Defendants which have damaged
4 Plaintiff. Therefore, Does 1 through 100, in addition to the remaining Defendants, are
5 “employers” as a matter of law and personally liable on the causes of action alleged herein
6 pursuant to FEHA and the Labor Code as alleged herein.

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

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

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20 **IV. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
21 **ACTION**

22 **Employment Information**

23 12. Plaintiff was an employee of CMCC. Plaintiff began working at CMCC on or
24 about October 30, 2023. Plaintiff worked as a Medical Assistant. Plaintiff earned \$22.51 per
25 hour and worked 8 or more hours per day, 5 days per week. Plaintiff was wrongfully
26 constructively terminated on or about April 19, 2024.

27 13. The employment by Defendant CMCC of Plaintiff is governed by Industrial
28 Welfare Commission Wage Order No. 5, which covers those persons employed in the public
housekeeping industry.

Race Discrimination and Wrongful Termination

14. Plaintiff is Black.

15. During Plaintiff's employment at CMCC, she was subjected to racial discrimination and harassment.

16. Plaintiff was one of only 2 Black employees out of approximately 30 employees at CMCC.

17. Beginning in or about November 2023, Plaintiff was discriminated against based on her race. Daisy and Dr. Vilches made rude comments to Plaintiff, forced Plaintiff to work more than other employees and singled her out. Plaintiff was called dumb and stupid by Dr. Vilches.

18. Further, Plaintiff was routinely pulled out of her department and moved to an undesirable department that another White employee did not want to work in. Plaintiff was moved to the other department despite her lack of training for the work in that department. Further, Plaintiff was routinely not permitted to work overtime even if she requested it. The overtime hours were instead provided to a White employee.

19. Plaintiff attempted to be relocated to the Sunrise campus so that she could remain with CMCC, but be removed from the discrimination. Plaintiff was told there were no positions open at the Sunrise campus, despite the website for Sunrise campus showing open positions.

20. In or about November 2023, Plaintiff reported the discrimination and harassment to Susan and Dr. Rezai (the main physician at CMCC), but nothing was done to rectify the situation.

21. The above acts created a hostile work environment for Plaintiff.

22. On or about April 19, 2024, Plaintiff was forced to resign due to the discrimination she experienced.

23. At all times material hereto, CMCC regularly employed five or more persons and therefore is an employer, as that term is defined in *Government Code* § 12926(d).

1 24. On May 2, 2025, Plaintiff filed a Complaint with the California Civil Rights
2 Department (“CCRD”) alleging retaliation and racial discrimination by Defendants CMCC,
3 Susan, Daisy and Dr. Vilches. On May 2, 2025, Plaintiff was issued a Right to Sue Notice as
4 to Defendants CMCC, Susan, Daisy and Dr. Vilches.

5 **Wage and Hour Violations**

6 25. Due to CMCC’s failure to afford Plaintiff compliant rest breaks, Plaintiff was
7 not paid minimum wages.

8 26. Plaintiff was not afforded any rest breaks.

9 27. CMCC routinely failed to provide Plaintiff with itemized wage statements that
10 properly and accurately itemized the number of hours she worked at the effective regular rates
11 of pay.

12 28. CCMC failed to pay Plaintiff her wages on resignation of employment.

13 29. CMCC failed to reimburse Plaintiff for her uniform maintenance expense.

14 30. CMCC failed to allow Plaintiff to inspect her employment records.

15 31. Pursuant to the California Labor Code, on or about April 2, 2025, Plaintiff filed
16 a notice with the Labor and Workforce Development Agency (LWDA) of her intent to pursue
17 claims against Defendants under the Private Attorney General Act (PAGA). As such, Plaintiff
18 reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint to add a
19 cause of action pursuant to PAGA under Labor Code §§2699 et seq.

20 **FIRST CAUSE OF ACTION**

21 **(Discrimination Based on Race in Violation of *Govt. Code* §12940(a)– By Plaintiff against**
22 **Defendant CMCC and Does 1 through 100)**

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

25 33. *California Government Code* section 12940(a) prohibits discrimination,
26 including adverse employment action against an employee based on race, among other
27 protected bases.
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1 34. During Plaintiff's employment by CMCC, she was regularly subjected to racial
2 discrimination by Daisy and Dr. Vilches, due to being Black. Plaintiff apprised Susan at
3 CMCC and Dr. Rezai of the racial discrimination that Plaintiff was subjected to, but they
4 failed to prevent the racial discrimination.

5 35. All of the conduct by CMCC was done with the full knowledge and ratification
6 of the management employees of CMCC, and was consistent with the recognized policies and
7 procedures of CMCC, which tolerated and encouraged such discriminatory racial conduct.

8 36. CMCC was aware of the discriminatory conduct and did not take effective, good
9 faith action to investigate, remedy, prevent, or stop the racial discrimination.

10 37. At all times herein mentioned, CMCC was legally required to refrain from
11 discriminating against and harassing any employee on the basis of race, among other things.
12 Within the time provided by law, Plaintiff filed a complaint with the California Civil Rights
13 Department, in full compliance with these sections, and she received a right to sue letter.

14 38. CMCC's conduct resulted in the damages and injuries to Plaintiff as alleged in
15 this Complaint. As a direct and proximate result of the conduct of CMCC, Plaintiff has
16 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
17 and anguish, all to her damage in at least \$1,000,000, according to proof.

18 39. Pursuant to *California Government Code* §12965(c)(6), Plaintiff requests an
19 award of attorneys' fees in this action.

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

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

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(Hostile Work Environment in Violation Govt. Code §12940 et seq.– By Plaintiff Against Defendant CMCC and Does 1 through 100)

43. The offensive conduct to which Plaintiff is subjected constitutes a hostile work environment in violation to FEHA, California Government Code §12940 *et seq.* During her employment, CMCC violated FEHA, California Government Code §12940 (j), by harassing and discriminating against Plaintiff on the basis of her race.

45. CMCC's harassment was unwelcome, humiliating, offensive and adversely affected the terms of Plaintiff's employment.

47. As a direct result of CMCC's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity, according to proof at trial.

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

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

THIRD CAUSE OF ACTION

(Failure to Prevent Discrimination from Occurring in Violation of Government Code §12940(k) – By Plaintiff against Defendant CMCC and Does 1 through 100)

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

52. Plaintiff alleges that CMCC violated Government Code §12940(k) by failing to take all reasonable steps to prevent racial discrimination and harassment from occurring.

53. CMCC knew or reasonably should have known of Susan, Daisy, and Dr. Vilches's propensities for engaging in unlawful, discriminatory and harassing conduct in the workplace, and CMCC should have restrained Susan, Daisy, and Dr. Vilches from engaging in unlawful, discriminatory and harassing conduct towards Plaintiff based on her race. CMCC failed to take all reasonable steps necessary to prevent the discrimination and harassment from occurring.

54. Plaintiff is informed and believes and thereupon alleges that CMCC failed to provide adequate training to their employees to prevent racial discrimination.

55. CMCC's discriminatory conduct toward Plaintiff caused her to suffer physical, emotional and psychological injury, including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem according to proof at trial.

56. Plaintiff has suffered monetary damages, lost wages and privileges of employment illegally caused by CMCC's discriminatory conduct according to proof at trial.

57. CMCC's conduct was the proximate cause of Plaintiff's damages.

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

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

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1 **FOURTH CAUSE OF ACTION**

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

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

6 61. 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 62. Beginning in or about November 2023, Defendant CMCC retaliated against
11 Plaintiff because she is Black and for complaining about the consistent harassment and racial
12 discrimination.

13 63. CMCC’s retaliatory conduct toward Plaintiff caused her emotional injury,
14 including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. CMCC’s
15 retaliatory conduct was a substantial factor and the proximate cause of Plaintiff’s damages,
16 according to proof at trial.

17 64. Plaintiff’s opposition to racial discrimination was the reason the CMCC
18 retaliated against her.

19 65. Plaintiff has suffered monetary damages, lost wages and privileges of
20 employment illegally caused by CMCC’s discriminatory conduct, according to proof.

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

24 67. Pursuant to *California Government Code* §12965(c)(6), Plaintiff requests an
25 award of attorneys’ fees in this action.

26 **FIFTH CAUSE OF ACTION**

27 **(Racial Harassment in Violation of *Govt. Code* §12940 (j) By Plaintiff Against All**
28 **Defendants and Does 1 through 100)**

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

3 69. The FEHA explicitly prohibits any employer or any other person from harassing
4 an employee because of race, religious creed, color, national origin, ancestry, physical
5 disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
6 *Gov. Code § 12940(j).*

7 70. CMCC was at all times material herein Plaintiff's employer pursuant to
8 Government Code sections 12940(d) and 12940(j)(4) and was therefore barred from harassing
9 their employees in violation of Government Code section 12940(j).

10 71. Defendants' harassment, as set forth above, created an abusive working
11 environment in violation of Government Code section 12940(j). CMCC, and/or their
12 agents/employees, harassed Plaintiff and/or failed to take immediate and appropriate corrective
13 action. The harassment was sufficiently pervasive and severe as to alter the conditions of
14 employment and to create a hostile or abusive work environment.

15 72. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
16 emotional distress and physical symptoms, pain and suffering, has lost income and related
17 benefits, past and future, and medical expenses, all to her damage according to proof.

18 73. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an
19 award of attorneys' fees in this action.

20 74. The acts taken toward Plaintiff were carried out by and/or ratified by CMCC
21 and/or managing agents/employees of CMCC acting in an oppressive, fraudulent and malicious
22 manner in order to injure or damage Plaintiff, thereby justifying an award to her of punitive
23 damages.

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25 **SIXTH CAUSE OF ACTION**

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

27 **By Plaintiff Against Defendant CMCC and Does 1 through 100)**

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

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

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

11 78. CMCC wrongfully constructively terminated Plaintiff in violation of important
12 and well-established public policies, including, but not limited to, policies against employment
13 race discrimination and discrimination.

14 79. CMCC, acting through its managers and employees, intentionally created and
15 knowingly permitted the discrimination based on race discrimination.

16 80. CMCC's wrongful conduct proximately caused Plaintiff to suffer general,
17 special and statutory damages in an amount according to proof.

18 81. As a further proximate result of the unlawful acts of CMCC as alleged above,
19 Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and emotional
20 and physical distress that a reasonable person would suffer upon losing her job. As a result of
21 such actions and consequent harm, Plaintiff has suffered such damages in an amount according
22 to proof.

23 82. The above acts of CMCC constituted a wrongful constructive termination of
24 Plaintiff and were in violation of FEHA as described above. Such constructive termination was
25 a substantial factor in causing damage and injury to Plaintiff as set forth below.

26 83. Plaintiff believes and thereon alleges that engaging in protected activity,
27 including, but not limited to, complaining about race discrimination was a factor in CMCC's
28 conduct as alleged hereinabove.

1 84. As a result of CMCC's conduct, Plaintiff is entitled to recover punitive damages
2 in amount according to proof at trial.

3 85. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an
4 award of attorneys' fees in this action.

5 **SEVENTH CAUSE OF ACTION**

6 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
7 **119, IWC Wage Order No. 5– By Plaintiff Against Defendant CMCC and Does 1 through**
8 **100)**

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

11 87. *Labor Code* § 1197 states the California requirement that employees must be
12 paid at least the minimum wage fixed by the Commission, and any payment of less than the
13 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving
14 less than the legal minimum wage... to recover in a civil action the unpaid balance of the full
15 amount of this minimum wage." IWC Wage Order No. 5 also obligates employers to pay each
16 employee minimum wages for all hours worked. These minimum wage standards apply to each
17 hour employees worked for which they were not paid. Therefore, an employer's failure to pay
18 for any particular hour of time worked by an employee is unlawful, even if averaging an
19 employee's total pay over all hours worked, paid or not, results in an average hourly wage
20 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

21 88. Here, Plaintiff was not paid minimum wages due to CMCC's failure to afford
22 Plaintiff compliant rest breaks.

23 89. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

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

15 91. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
16 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
17 *Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under
18 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
19 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
20 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
21 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
22 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
23 (N.D. Cal. 2016).

24 92. Plaintiff suffered and continued to suffer losses related to the use and
25 enjoyment of compensation due and owing to her as a direct result of CMCC's unlawful acts
26 and Labor Code violations in the amount of at least \$86,438.40, to be shown according to proof
27 at trial.

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

1 94. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558,1194 and
2 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendant
3 CMCC owes her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts
4 according to proof.

5 **EIGHTH CAUSE OF ACTION**

6 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7 and Wage Order No. 5**
7 **– By Plaintiff Against Defendant CMCC and Does 1 through 100)**

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

10 96. Labor Code § 226.7 and IWC Wage Order No. 5 provide 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 97. Labor Code § 226.7 and IWC Wage Order No. 5 provide that if an employer
14 fails to provide an employee with rest periods in accordance with those provisions, the
15 employer shall pay the employee one hour of pay at the employee's regular rate of
16 compensation for each workday that the rest periods were not so provided.

17 98. Defendant CMCC has intentionally and improperly failed to afford rest periods
18 to Plaintiff in violation of Labor Code § 226.7 and IWC Wage Order No. 5.

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

20 100. At all times relevant hereto, Defendant CMCC failed to provide rest periods as
21 required by Labor Code § 226.7 and IWC Wage Order No. 5.

22 101. By virtue of Defendant CMCC's unlawful failure to provide rest periods to the
23 Plaintiff, Plaintiff has suffered, and will continue to suffer, damages the amount of at least
24 \$86,438.40, according to proof at trial.

25 **NINTH CAUSE OF ACTION**

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

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

3 103. At all times relevant herein, CMCC issued payroll statements to Plaintiff which
4 violated Cal. Lab. Code §226(a), in that CMCC failed to itemize the number of hours properly
5 and accurately she worked at the effective regular rates of pay.

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

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

16 **TENTH CAUSE OF ACTION**

17 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By**
18 **Plaintiff Against Defendant CCRD Does 1 through 100)**

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

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

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

27 109. Plaintiff was wrongfully terminated from CMCC's employ and CMCC willfully
28 failed to pay Plaintiff wages due to her.

110. 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.

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

ELEVENTH CAUSE OF ACTION

**(Failure to Pay Uniform Maintenance Allowance in Violation of Cal. Labor Code §2802
By Plaintiff Against Defendant CMCC and Does 1 through 100)**

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

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

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

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

116. Here, Defendant CMCC required Plaintiff to purchase uniforms herself and did not reimburse her therefor.

117. CMCC failed to maintain the uniform, nor pay Plaintiff a weekly maintenance allowance.

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

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

3 **TWELFTH CAUSE OF ACTION**

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

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

8 121. California Labor Code Section 1198.5 provides:

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

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

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

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

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

8 123. On or about May 2, 2025, Plaintiff 's counsel issued a written request to CMCC
9 for copies of her personnel records.

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

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

19 **THIRTEENTH CAUSE OF ACTION**

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

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

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

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

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

3 129. The payment of minimum wages, affording of compliant rest breaks, providing
4 a uniform maintenance allowance, issuing accurate wage statements, paying wages on
5 termination and/or resignation, and providing employment records are fundamental public
6 policies of the State of California. It is also the public policy of this State to enforce minimum
7 labor standards, to ensure that employees are not required or permitted to work under
8 substandard and unlawful conditions, and to protect those employers who comply with the law
9 from losing competitive advantage to other employers who fail to comply with labor standards
10 and requirements.

11 130. CMCC failed to pay minimum wages, provide Plaintiff compliant rest breaks, to
12 issue accurate wage statements, pay wages on termination and/or resignation of employment, to
13 provide a uniform maintenance allowance and to provide her employment records.

14 131. During the applicable limitations period, CMCC violated Plaintiff's rights under
15 the above-referenced Labor Code sections by failing to pay minimum wages, for rest breaks not
16 afforded, provide a uniform maintenance allowance, issue accurate wage statement and pay
17 wages on termination and/or resignation, in violation of *Labor Code* §§ 1197, 201-203, 226.7,
18 226, and 2802, as a result of not correctly calculating her regular rate of pay to include all
19 applicable remuneration, including, but not limited to, minimum wages, rest break premium
20 pay, failing to issue accurate wage statements, failing to pay wages on termination and/or
21 resignation and a uniform maintenance allowance.

22 132. Through the conduct alleged herein, CMCC acted contrary to these public
23 policies and have thus engaged in unlawful and/or unfair business practices in violation of
24 Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and
25 privileges guaranteed to employees under California law.

26 133. CMCC regularly and routinely violated the following statutes and regulations
27 with respect to Plaintiff:
28

1 Cal. Labor Code § 1197 and IWC Wage Order No. 5 (failure to pay minimum
2 wages);

3 Cal. Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 5 (failure to
4 provide rest periods);

5 Cal. Lab. Code § 226 (failure to provide accurate wage statements to employees
6 at the time of payment);

7 Cal. Lab. Code §§ 201-203 (failure to pay wages on termination and/or
8 resignation);

9 Cal. Labor Code § 2802 (failure to provide a uniform maintenance allowance);
10 and

11 Cal. Lab. Code § 1198.5 (failure to allow inspection of employment records);

12 134. By engaging in these business practices, which are unfair business practices
13 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, CMCC harmed Plaintiff and gained
14 an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
15 entitled to obtain restitution of these funds.

16 **PRAYER FOR RELIEF**

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

19 1. For compensatory damages in the amount of unpaid minimum wages due to
20 Plaintiff, in the amount of at least \$86,438.40, according to proof;

21 2. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each
22 workday that a rest period was not provided;

23 3. For payment of unpaid wages in accordance with California labor and
24 employment law;

25 4. For compensatory damages for emotional distress, according to proof;

26 5. For an award of consequential damages, in an amount to be proven at trial;

27 6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

28

1 7. Pursuant to Labor Code § 203, for an additional sum according to proof equal of
2 up to 30 days wages for each violation, as a premium for unpaid wages to Plaintiff;

3 8. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
4 §203, in an amount equal to her respective daily rates of pay at the time of termination or
5 layoff, multiplied by the total amount of days elapsed between the date of the involuntary
6 termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30
7 days' pay, according to proof;

8 9. For specific relief enforcing waiting time penalties of 30 days of per diem wages
9 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

10 10. For compensatory damages in the amount of Plaintiff's out of pocket expenses
11 for purchase of uniforms and maintenance thereof, plus interest, costs and attorneys' fees
12 pursuant to *Cal. Code Civ. Proc.* §2802(c);

13 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7,
14 according to proof;

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

18 13. For punitive and exemplary damages, in a sum to be determined at trial;

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

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

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

25 17. For injunctive relief requiring Defendant CMCC to comply with Labor Code
26 1198.5(b)(1);

27 18. For reasonable costs, including attorneys' fees pursuant to *Government Code*
28

1 §12965(c)(6), *Cal. Labor Code* §§218.5, 2802 and/or Cal. Code of Civ. Proc. §1021.5 in an
2 amount according to proof pursuant to statute;

3 19. For reasonable costs of suit, in an amount according to proof;

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

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff Amanda Michelle Lee hereby respectfully requests a trial by jury for all claims
7 and issues raised in her Complaint that may be entitled to a jury trial.

8
9 LIPELES LAW GROUP, APC

10 Date: May 2, 2025

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12 By: Molly E. Hoot
13 Molly E. Hoot
14 Attorneys for Plaintiff
15 Amanda Michelle Lee
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