

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Timothy Dillon

MESSRELIAN LAW INC.

Harout Messrelian, Esq., SB# 272020
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983
Email: hm@messrelianlaw.com

Attorneys for Plaintiff Allyson Campos

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

ALLYSON CAMPOS,

Plaintiff,

vs.

GERI CARE IV, LLC; EMMANUEL
DAVID; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: 23STCV00622

)
) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **7) FAILURE TO GIVE REST BREAKS;**
) **8) FAILURE TO GIVE MEAL BREAKS**
) **9) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **10) FAILURE TO REIMBURSE FOR**
) **BUSINESS EXPENSES;**
) **11) FAILURE TO PROVIDE**
) **PERSONNEL FILE**
) **12) FAILURE TO PROVIDE PAY**
) **RECORDS;**
) **13) SEXUAL HARASSMENT IN**
) **VIOLATION OF THE FAIR**
) **EMPLOYMENT AND HOUSING**
) **ACT ("FEHA");**
) **14) FAILURE TO PREVENT**
) **HARASSMENT IN VIOLATION OF**
) **THE FEHA;**

1) 15) NEGLIGENT RETENTION AND
2) SUPERVISION;
3) 16) WRONGFUL CONSTRUCTIVE
4) DISCHARGE IN VIOLATION OF
5) PUBLIC POLICY;
6) 17) VIOLATION OF CALIFORNIA
7) BUSINESS AND PROFESSIONS
8) CODE SECTION 17200.
9)
10) DEMAND FOR JURY TRIAL
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COMES NOW Plaintiff, ALLYSON CAMPOS (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

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

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant GERI CARE IV, LLC is and was a California corporation, doing business in Los Angeles County, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant EMMANUEL DAVID is and was a male resident of the State of California, and the owner, principal, director, and/or managing agent of GERI CARE IV, LLC. Defendant EMMANUEL DAVID is being included in this lawsuit pursuant to Labor Code Section 558.1 in that he was

involved in the day-to-day operations of the business and controlled the wages, hours, and/or working conditions of Plaintiff and other similarly situated hourly, non-exempt employees. GERI CARE IV, LLC, EMMANUEL DAVID, and DOES 1 to 25, inclusive are collectively referred to as “Defendant(s)” or “GERI CARE”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

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

GENERAL ALLEGATIONS

7. Plaintiff initially started working for GERI CARE as an LVN Treatment Nurse on or around November 2021. She was forced to resign on or around August 29, 2022. During her tenure, Plaintiff was classified as an hourly, non-exempt employee and her latest rate of pay was \$34.00 per hour.

8. GERI CARE has committed numerous labor code violations against Plaintiff and other similarly situated aggrieved employees who worked for GERI CARE at any of their California locations.

9. GERI CARE has committed the below labor code violations against Plaintiff and other

hourly, non-exempt employees. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary employees. The trial court determined Huff was not a temporary employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the PAGA representative to sue for violations that the representative has personally suffered. The PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves and others. The statute also states that an “aggrieved employee” is “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.” Because at least one of the violations that Huff had alleged had affected him personally, the Court of Appeal denied Securitas’ motion.

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

11. GERI CARE did not provide Plaintiff and other aggrieved employees with the minimum wages to which they were entitled for work performed “off the clock”, pursuant to California Labor Code sections 1194, 1197 and 1197.1. This was so because Plaintiff and others would routinely work “off the clock” in the sense that Plaintiff would work through her

1 lunch while “off the clock” and was not paid for that time worked. It was almost a daily
2 occurrence wherein Plaintiff and others would clock out but continue working. Moreover,
3 GERI CARE had a policy and practice of “time shaving” and rounding down hours worked,
4 which leads to employees such as Plaintiff not being paid for all hours worked, including
5 receiving the minimum wage. In fact, for a period of time, there was no digital clock-in/clock-
6 out system as hours were written down on timesheets and were rounded to reflect the shift
7 hours as opposed to the exact, accurate number of hours worked. As such, GERI CARE
8 violated Labor Code § 1194 and 1194.2 because it failed to pay Plaintiff and other similarly
9 situated aggrieved employees California’s statutory minimum wage and wages for all hours
10 worked.

11 12. Due to the above “off the clock” and rounding violations as alluded to above, GERI
12 CARE also violated Labor Code §510 because it failed to pay Plaintiff and other similarly
13 situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12
14 hours per day, and/or 40 hours per week throughout their employment. Plaintiff and other
15 similarly situated aggrieved employees worked more than 8 hours per day, 12 hours per day
16 and/or 40 hours per week, however, they were not compensated for their overtime hours in
17 contravention of California law. In addition, any bonus, hazard pay, and/or incentive payments
18 were not included in Plaintiff’s and others’ regular rate of pay for purposes of deciphering their
19 correct overtime rate of pay.

20 13. GERI CARE violated Labor Code §§ 512 and 226.7 and the Industrial Welfare
21 Commission Wage order no. 4/5 because it failed to provide Plaintiff and other similarly
22 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every
23 five (5) hours of work throughout their employment, and Plaintiff did not validly waive said
24 meal periods. GERI CARE did not completely relieve Plaintiffs of all duties during said meal
25 periods. GERI CARE did not pay to Plaintiff one additional hour of pay at Plaintiff’s regular
26 rate of compensation for each workday that one or more statutory meal periods was not
27 provided. Plaintiff did not always receive her meal periods before the 5th hour worked.
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Moreover, and as mentioned above, the normal course of action was for Plaintiff and others to clock out for lunch but end up working during the lunch periods. To the extent that the company deducted this time as an “off the clock” meal break, there would also be minimum wage violations as alluded to above. Moreover, Plaintiff and others were not able to take consistent, timely, and uninterrupted meal breaks due to understaffing at GERI CARE and having to deal with too many patients in a fast-paced environment, especially in dealing with Covid-19 patients. Furthermore, any argument by GERI CARE that the employees signed an “On Duty Meal Period Agreement” would not hold water since the nature of their job did not prevent them from being relieved of all work duties and the company could have hired “floaters” to relieve the different employees for their statutory meal and rest breaks. Simply put, statutory, timely, uninterrupted meal periods was simply not a part of the company culture and were not enforced.

14. Similarly, GERI CARE violated Labor Code § 226.7 and the Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and other similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. GERI CARE did not completely relieve Plaintiff of all duty during said rest periods. GERI CARE did not pay to Plaintiff one additional hour of pay at Plaintiff’s regular rate of compensation for each workday that one or more statutory rest periods was not provided. Plaintiff and others did not consistently receive statutory rest breaks. For a very large majority of her employment, Plaintiff did not receive any rest breaks whatsoever. The work environment was such that employees such as Plaintiff barely had time to go to the bathroom much less take a 10-minute, uninterrupted rest period. They were understaffed and were responsible for taking care of too many patients as alluded to above. Moreover, Plaintiff and others are not able to walk away from patients in the middle of their care as they can’t leave patients alone. As such, statutory, timely, uninterrupted rest periods was simply not part of the company culture.

15. Furthermore, during the relevant time period and based on the above violations, GERI

1 CARE failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to
2 them within any time period specified by California Labor Code section 204.

3 16. GERI CARE was also in violation of California Labor Code section 226(a) by failing to
4 include pertinent information on the wage statements, including but not limited to, all hours
5 worked, overtime hours worked, gross wages earned, premium pay for missed meal and rest
6 breaks, all deductions, net wages earned, the correct start and end of the pay period, the correct
7 legal name and address of the employer, the correct identifying information for the employee,
8 and reimbursement for business expenses, among others. As such, GERI CARE did not provide
9 Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized
10 wage statements.

11 17. GERI CARE violated Labor Code § 203 because it willfully failed to pay Plaintiff and
12 other similarly situated aggrieved employees their earned and due wages upon separation of
13 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
14 These earned but unpaid wages include the unpaid minimum wages, overtime, premium pay for
15 missed meal and rest breaks, and business expense reimbursement, among others.

16 18. During the relevant time period, GERI CARE also failed to keep accurate and complete
17 payroll records showing the hours worked by Plaintiff and other similarly situated aggrieved
18 employees as well as the correct wages paid to Plaintiff and other aggrieved employees pursuant
19 to California Labor Code sections 1174(d).

20 19. During the relevant time period, Plaintiff and other aggrieved employees incurred
21 necessary, business-related expenses and costs that were not reimbursed by GERI CARE. These
22 costs include, but are not limited to, use of personal cell phone for work purposes and uniforms.
23 Accordingly, GERI CARE was in violation of California Labor Code sections 2800 and 2802.

24 20. Plaintiff would also have individual claims against GERI CARE for violations of the Fair
25 Employment and Housing Act, including failure to prevent harassment. Moreover, Plaintiff
26 would have claims for negligent retention and constructive discharge.

27 21. During her employment tenure, Plaintiff was sexually harassed by Conrad in the
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1 maintenance department.

2 22. The sexual harassment included coming into Plaintiff's personal space, touching/rubbing
3 Plaintiff (including trying to hug her, rubbing her shoulders up and down), and making
4 inappropriate sexually charged comments, including stating that she was "sexy" and suggesting
5 things he would do, insinuating that he would get to know her body better. The sexual harassment
6 was consistent and not isolated.

7 23. Plaintiff verbally complained to the Director of Nursing in January 2022 regarding the
8 sexual harassment, but the response was "he's just weird".

9 24. Plaintiff complained again verbally after which the company put Conrad on
10 administrative leave for the weekend. Conrad was then allowed to return the following Monday.

11 25. Plaintiff expressed her disapproval and told management that could not come back and
12 work in that hostile environment. GERI CARE relayed to Plaintiff that they had spoken with
13 their lawyer and Conrad was going to return back to work.

14 26. On or around August 26, 2022, Conrad came up behind Plaintiff and grabbed her.

15 27. Plaintiff authored a written statement about the incident and complained in writing. Since
16 GERI CARE was not willing to protect Plaintiff and ensure that Plaintiff was not working in a
17 hostile environment, Campos was forced to resign on or around August 29, 2022.

18 28. Pursuant to California Government Code section 12960, Plaintiff has exhausted her
19 administrative remedies. Plaintiff filed a complaint with the Department of Fair Employment
20 and Housing ("DFEH"), alleging claims in this complaint. The DFEH immediately issued to
21 Plaintiff a right to sue letter.

22
23 **FIRST CAUSE OF ACTION**

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

25 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
26 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

27 **(Plaintiff against all named defendants and all DOE defendants)**
28

1 29. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 28, inclusive, of this Complaint as though fully set forth herein.

3 30. At all times relevant herein, Defendants were required to compensate its employees for
4 all hours worked upon reporting for work at the appointed time stated by the employer
5 pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code of
6 Regulations, Title 8, Section 11040/11050.

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

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

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

15 34. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
16 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
17 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
18 reasonable attorney's fees and costs of suit.

19 35. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
21 amount known to Plaintiff once she has obtained all of her payroll records from
22 Defendants.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGES**

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

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

27 36. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

2 37. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
3 to suffer or permit a California employee to work without paying wages at the minimum wage
4 rate for all hours worked as required by the applicable Industrial Welfare Commission
5 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of
6 Regulations, Title 8, Section 11040/11050, subdivision 4.

7 38. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant
8 times, "hours worked" included "the time during which an employee is subject to the control of
9 an employer, and includes all the time the employee is suffered or permitted to work, whether
10 or not required to do so..."

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

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

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

25 42. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
27 trial.
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THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050; California Labor Code Section 510)

(Plaintiff against all named defendants and all DOE defendants)

43. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 42, inclusive, of this Complaint as though fully set forth herein.

44. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, Cal. Code of Regs., Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

45. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations, Title 8, Section 11040/11050.

46. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a single workday or forty (40) hours in a single workweek on numerous occasions.

47. Plaintiff was entitled to the above overtime premiums.

48. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past twelve (12) in a day.

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

50. Plaintiff worked at least one pay period in which he was not properly paid overtime

1 within the three (3) years prior to the initiation of this lawsuit.

2 51. Defendants know or should know the actual dates of overtime worked, the amount of
3 overtime worked, and the amount of unpaid overtime due.

4 52. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
5 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
6 Court.

7 53. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
8 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the
9 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
10 reasonable attorney's fees and costs of suit.

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

14 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

15 **FIFTH CAUSE OF ACTION**

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

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

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

19 61. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 60, inclusive, of this Complaint as though fully set forth herein.

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

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

27 64. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
28 without abatement or reduction, any wages of an employee whose employment ends, the wages

1 of the employee shall continue as a penalty from the due date at the same rate until paid or until
2 an action is commenced; however, the wages shall not continue for more than 30 days for
3 failure to pay an employee owed wages.

4 65. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
5 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

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

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

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

16 **SIXTH CAUSE OF ACTION**

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

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

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

20 69. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.

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

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

26 72. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
27 informed, believes, and thereon alleges, that all times relevant during the liability period,
28

1 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
2 including overtime hours, the minimum wage, and premium pay for missed meal and rest
3 breaks.

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

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

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO GIVE REST BREAKS**

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

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

16 76. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 17 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which
18 provides that every employer shall authorize and permit all employees to take rest
19 periods, which insofar as practicable shall be in the middle of each work period.

20 The authorized rest period time shall be based on the total hours worked daily at the
21 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- 22 b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which
23 provides that if an employer fails to provide an employee a rest period in
24 accordance with the applicable provisions of this order, the employer shall pay the
25 employee one (1) hour of pay at employee's regular rate of compensation for each
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workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

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

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

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

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

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

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

81. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

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

- a. California Labor Code section 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;
- b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified under Title 8 of the California Code of Regulations Section 11040/11050, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11040/11050,

1 which requires an employer to maintain records documenting its employees' meal
2 periods;

3 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
4 codified under California Code of Regulations Section 11040/11050, which
5 penalizes the employer \$50.00 for each initial violation, per employee, of any
6 provision of the Wage Order, and \$100.00 for each additional violation thereafter
7 per employee; and

8 f. California Labor Code section 1171 and 1173, which have given the California
9 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4
10 and 5) as enforceable law.
11

12 83. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
13 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
14 to take a second relieved meal break after ten (10) hours of work, as required by California
15 law. California Labor Code section 512(a) and California Industrial Welfare Commission
16 Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.
17 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
18 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
19 all work duty. California Labor Code section 226.7 provides that employers may not require
20 their employees to work through their meal periods. California Labor Code section 226.7 and
21 California Code of Regulations section 11040/11050 requires that if the employer fails to
22 provide the employee with an uninterrupted meal period, the employer must pay the employee
23 one (1) hour of pay for each work day that the meal period is not given.
24
25

26 84. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
27 regulations, and wage orders alleged in this cause of action along with any allowable interest,
28

1 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
2 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

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

8 **NINTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
11 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194,**
12 **1197, 1198, 2800, 2802, and Wage Order no. 4/5**

13 **(Against all Named Defendants and all DOE Defendants)**

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

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

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

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

25 91. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
26 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
27 departments, divisions, commissions, boards, agencies, or employees for violation of the code
28

1 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
2 on behalf of himself or herself and other current or former employees pursuant to the
3 procedures specified in California Labor Code section 2699.3.

4 92. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
5 violator and had one or more of the alleged violations committed against her, and therefore is
6 properly suited to represent the interests of other current and former hourly, non-exempt
7 employees who worked for GERI CARE at any of their various California locations during
8 the relevant PAGA period.

9 93. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
10 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
11 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

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

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

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

26 97. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
27 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
28

1 seeking individual/victim specific relief or underpaid wages under this particular cause of
2 action.

3 98. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
4 the following:

5 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
6 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2800, 2802, via
7 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4/5) violated on the
8 facts alleged in this Complaint.

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

13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

16 100. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 99, inclusive, of this Complaint as thought fully set forth herein.

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

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

25 103. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
26 and attorney's fees and costs, under Labor Code section 2802.
27
28

ELEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE PERSONNEL FILE

(Plaintiff against all named defendants and all DOE defendants)

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

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

106. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times...” On information and belief, Defendants intentionally failed to provide Plaintiff with personnel records when requested by Plaintiff via certified letter on September 9, 2022, as required by law. Plaintiff requested her pay records in accordance with California Labor Code section 226 on September 9, 2022 via U.S. certified mail, return receipt requested. .

107. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her records within 21 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants’ failure to provide personnel records.

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

TWELFTH CAUSE OF ACTION

FAILURE TO PROVIDE PAY RECORDS

(Plaintiff against all named defendants and all DOE defendants)

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

110. Labor Code section 226 sub-section (b) dictates “an employer...shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer...”

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

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

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

THIRTEENTH CAUSE OF ACTION

SEXUAL HARASSMENT IN VIOLATION OF FEHA

(Plaintiff against Defendant GERI CARE IV, LLC and all DOE defendants)

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

1 paragraphs 1 through 113, inclusive, of this Complaint as though fully set forth herein.

2 115. At all times herein mentioned, FEHA, Government Code section 12900, et seq.,
3 was in full force and effect and was binding on Defendants. Specifically, Government Code
4 section 12940(j) prohibits an employer from sexually harassing an employee on the basis of her
5 sex/gender.

6 116. Conrad, from the Maintenance Department, was and is at all times relevant hereto an
7 employee of GERI CARE. The actions of Conrad towards Plaintiff, while in the course and scope
8 of his employment with GERI CARE as described herein, created a hostile sexual environment
9 which materially altered Plaintiff's working conditions, and which constitutes sexual harassment
10 in violation of California Government Code section 12940(j)(1).

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

15 118. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and
16 will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other
17 pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer physical
18 and emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment,
19 fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be
20 ascertained at trial.

21 119. In committing the foregoing acts, Defendants have been guilty of oppression,
22 fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to
23 punitive damages in a sum appropriate to punish and make an example out of the foregoing
24 Defendants.

25 120. The acts of oppression, fraud, and/or malice, were engaged in by employees of
26 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
27 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
28 wrongful conduct for which an award of punitive damages is sought, and/or was personally
guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,

1 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
2 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
3 to punitive and exemplary damages against each of the Defendants in accordance with California
4 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant.

5 121.FEHA provides for an award of reasonable attorneys' fees and costs incurred by
6 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
7 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
8 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
9 award of attorneys' fees and costs.

10 **FOURTEENTH CAUSE OF ACTION**

11 **FAILURE TO PREVENT HARASSMENT IN VIOLATION OF FEHA**

12 **(Plaintiff against Defendant GERI CARE IV, LLC and all DOE defendants)**

13 122.Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 121, inclusive, of this Complaint as though fully set forth herein.

15 123.At all times herein mentioned, FEHA, California Government Code section
16 12940(k), was in full force and effect and was binding on Defendants. This statute states that it
17 is an unlawful employment practice in California for an employer to "fail to take all reasonable
18 steps necessary to prevent discrimination and harassment from occurring."

19 124.As alleged above, Plaintiff was subjected to harassment based on her sex/gender.

20 125.Defendants failed to take all reasonable steps necessary to prevent harassment. In
21 addition, GERI CARE IV, LLC failed to remedy such harassment. GERI CARE IV, LLC further
22 failed to train, supervise, and monitor its employees and agents.

23 126.The failure of Defendants to prevent harassment created and encouraged an
24 environment where such harassment was condoned, encouraged, tolerated, sanctioned, and/or
25 ratified.

26 127.As a direct and proximate result of the aforementioned acts and omissions of
27 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
28 loss of income (past and future), loss of employment benefits (past and future), general and

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

3 128.The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
4 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
5 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
6 their workers' right to work in an environment free of harassment and retaliation, so as to justify
7 the imposition of punitive damages to punish and set an example of said Defendants.

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

11 **FIFTEENTH CAUSE OF ACTION**

12 **NEGLIGENT RETENTION AND SUPERVISION**

13 **(Plaintiff against Defendant GERI CARE IV, LLC and all DOE defendants)**

14 130.Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 129, inclusive, of this Complaint as though fully set forth herein.

16 131.Upon information and belief, GERI CARE IV, LLC, by and through its agents and
17 employees, knew or reasonably should have known through reasonable investigation, of
18 Conrad's propensity for sexually harassing behavior.

19 132.Defendants had a duty not to hire or retain Conrad, provide proper training to him and
20 provide reasonable supervision of him.

21 133.Defendants negligently hired, retained and/or failed to adequately train and
22 supervise Conrad in his position, wherein he was able to commit the wrongful acts complained
23 of herein against Plaintiff. Defendants failed to provide reasonable supervision of Conrad despite
24 knowing of his propensities for sexually harassing behavior, even after Plaintiff specifically
25 complained about Conrad and his sexual harassment at the workplace.

26 134.As a result of the above-described conduct, Plaintiff has suffered and continues
27 to suffer a great amount of stress, anxiety, humiliation, embarrassment, loss of sleep, loss of
28 confidence, loss of self-esteem, and general discomfort.

135.Defendants engaged in these acts alleged herein and/or condoned, permitted,

1 authorized, and/or ratified the conduct of their employees and agents and are vicariously liable
2 for the wrongful conduct of their employees and agents for this cause of action.

3 **SIXTEENTH CAUSE OF ACTION**

4 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

5 **(Plaintiff against Defendant GERI CARE IV, LLC and all DOE defendants)**

6 136.Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 135, inclusive, of this Complaint as though fully set forth herein.

8 137.At all times during her employment with Defendant GERI CARE IV, LLC, Plaintiff
9 performed her duties with the utmost diligence and competence.

10 138.Defendants intentionally created an illegal work environment and atmosphere
11 by harassing Plaintiff based on her sex/gender, as outlined in this Complaint, thereby not giving
12 Plaintiff an opportunity to work in an environment free of sexual harassment. This situation
13 became intolerable for Plaintiff and Plaintiff had no alternative but to quit her job.

14 139.The employment of Plaintiff was constructively wrongfully terminated in or
15 around August 29, 2022 in violation of the fundamental public policy of the State of California
16 with respect to sexually harassing an employee on account of her sex/gender and failing to
17 prevent harassment in the workplace after being on notice of it. Moreover, Plaintiff was forced
18 to hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and
19 constitutional expressions of public policy including, FEHA, the California Labor Code and the
20 California Constitution, Article 1 section 8.

21 140.As set forth above, said actions by Defendants were wrongful and in violation of
22 the fundamental principles of the public policy of the State of California as reflected in its laws,
23 objectives and policies. Said statutes and constitutional expressions of public policy include,
24 but are not limited to, FEHA, and the California Constitution, Article 1 section 8. These laws
25 inure to the benefit of the public at large, and not just the private interests of the employers and
26 employees whom they govern or protect.

27 141.As a direct and proximate result of the aforementioned acts and omissions of
28 corporate Defendants, Plaintiff suffered general and compensatory damages, including but not
limited to, loss of income (past and future), loss of employment benefits (past and future), general

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

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

9 **SEVENTEENTH CAUSE OF ACTION**

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

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

12 **(Plaintiff against Defendant GERI CARE IV, LLC and all DOE defendants)**

13 143. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 142, inclusive, of this Complaint as though fully set forth herein.

15 144. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
16 constitutes unfair and unlawful business practices under California Business and Professions
17 Code Section 17200, et seq.

18 145. Defendant's violations of FEHA and the Labor Code constitutes a business practice
19 because it was done repeatedly over a significant period of time in a systematic manner that
20 was detrimental to Plaintiff.

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

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

- 27 1. For compensatory damages, according to proof;
- 28

2. For special and consequential damages to the extent allowed by law;
3. For general damages, according to proof;
4. For an award of punitive damages against Defendant GERI CARE IV, LLC according to proof;
5. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
8. For restitution and disgorgement for all unfair business practices by corporate Defendant GERI CARE IV, LLC against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining corporate Defendant GERI CARE IV, LLC from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest,

liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;

14. For the imposition of civil penalties and/or statutory penalties;

15. For all interest as allowed by law;

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

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

18. For such other and further relief as this Court may deem proper.

DATED: January 12, 2023

MESSRELIAN LAW INC.

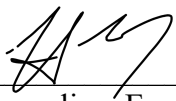
By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Allyson Campos

DEMAND FOR JURY TRIAL

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

DATED: January 12, 2023

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Allyson Campos