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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**
12

13 SANDRA OLAGUE, an individual;

14 Plaintiff

15 vs.

16 DRC DEMO, LLC., a Nevada Limited
17 Liability Company; and DOES 1 through 50,

18 Defendant.

Case No.: CIVSB2507292

SECOND AMENDED COMPLAINT FOR
DAMAGES AND DEMAND FOR JURY
TRIAL

- (1) **DISABILITY DISCRIMINATION;**
- (2) **FAILURE TO ACCOMMODATE;**
- (3) **FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS;**
- (4) **WRONGFUL TERMINATION;**
- (5) **FAILURE TO PAY MINIMUM WAGES;**
- (6) **WAITING TIME PENALTIES;**
- (7) **PAYROLL STUB VIOLATIONS;**
- (8) **UNFAIR COMPETITION;**
- (9) **FAILURE TO REIMBURSE BUSINESS EXPENSES**
- (10) **VIOLATION OF LABOR CODES 204 AND 210**
- (11) **PENALTIES PURSUANT TO LABOR CODE 2699**

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24 **SANDRA OLAGUE** (hereinafter "PLAINTIFF") files her Complaint against DEFENDANT
25 **DRC DEMO, LLC.**, a Nevada Limited Liability Company; and DOES 1 through 50 (collectively
26 "DEFENDANT"), and alleges as follows:
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1 **PARTIES**

2 1. PLAINTIFF is an individual residing in the State of California in the city of Moreno Valley
3 and performed demonstration work involving green shakes and vitamins for DEFENDANT at the
4 Costco located at 1099 East Hospitality Lane, San Bernardino 92408.

5 2. On information and belief, DEFENDANT is a Limited Liability Company that employes
6 sales representative to demonstrate various products at various retailers throughout California and
7 San Bernardino specifically. DEFENDANT employed PLAINTIFF to perform sales/demonstration
8 services at the Costco located at 1099 East Hospitality Lane, San Bernardino 92408. DEFENDANT
9 exercised control over PLAINTIFF'S wages, hours, and working conditions.

10 3. The true names and capacities, whether individual, corporate, associate or otherwise, of
11 DOES 1 through 50, are unknown to PLAINTIFF, who therefore sues said DEFENDANT by such fictitious
12 names. PLAINTIFF will amend this Complaint by inserting the true names and capacities of each such
13 DEFENDANT, with appropriate charging allegations, when they are ascertained. PLAINTIFF is informed
14 and believes and thereon alleges that each of the DEFENDANT'S designated herein as "DOE" is responsible
15 in some manner for the injuries suffered by PLAINTIFF and for damages proximately caused by the conduct
16 of each such DEFENDANT as herein alleged.

17 4. PLAINTIFF is informed and believes and thereon alleges that at all relevant time
18 DEFENDANT engaged in the acts alleged herein and/or condoned, permitted, authorized, and/or
19 ratified the conduct of its employees and/or agents, and are liable for the wrongful conduct of its
20 employees and/or agents as alleged herein.

21 5. PLAINTIFF is informed and believes and thereon alleges that, at all relevant times
22 mentioned herein, DEFENDANT was an alter-ego of each and every other DEFENDANT. Unity of
23 interest and ownership existed such that the separate personalities each of DEFENDANT never
24 existed or ceased to exist. Further, if the acts are treated as those of one of the DEFENDANT'S alone,
25 an inequitable result will follow. Accordingly, PLAINTIFF alleges that each DEFENDANT was an
26 alter-ego of each and every other DEFENDANT and vice versa.

1 6. PLAINTIFF is informed and believes and thereon alleges that at all times material herein
2 DEFENDANT employed and continues to employ five (5) or more persons in California and is an
3 employer covered by the Fair Employment and Housing Act (“FEHA”).

4 7. PLAINTIFF has exhausted PLAINTIFF’S administrative remedies. PLAINTIFF timely
5 filed charges against DEFENDANT with the California Civil Rights Department on March 5, 2025
6 and received a “Right-to-Sue” notice.

7 **VENUE AND JURISDICTION**

8 8. This Court has jurisdiction over this matter because DEFENDANT’S conduct business in
9 and have substantial contacts within the State of California.

10 9. Venue is proper in the County of San Bernardino because PLAINTIFF performed work for
11 DEFENDANT in this County and DEFENDANT’S had control over PLAINTIFF’S wages, hours,
12 and working conditions in this County.

13 **FACTUAL ALLEGATIONS**

14 10. On April 13, 2023, PLAINTIFF was hired by DEFENDANT to demonstrate various
15 products at the Costco located at 1099 East Hospitality Lane, San Bernardino 92408. Following her
16 hire, she was required to complete certain onboarding paperwork, including but not limited to, an
17 acknowledgment of her job description, DEFENDANT’S cell phone reimbursement policy,
18 DEFENDANT’S expense reimbursement policy, direct deposit enrollment, W-4, and
19 DEFENDANT’S Employee Handbook. PLAINTIFF was required to use her cell phone and/or her
20 own electronic communication devices to complete the onboarding paperwork. Despite the
21 foregoing, PLAINTIFF was not compensated for any of this time during her regularly scheduled pay
22 periods nor following her wrongful termination. Additionally, the time PLAINTIFF spent completing
23 onboarding paperwork was not included on any of her payroll stubs.

24 11. PLAINTIFF is informed and believes that DEFENDANT’S maintain a systemic practice
25 of requiring all of its California employees to complete onboarding paperwork without compensation.
26 PLAINTIFF is further informed and believes that similarly situated employees are not compensated
27 for these off the clock activities during their regularly scheduled pay periods nor following their
28 separation from employment nor are there hours captured on their payroll stubs.

1 12. The products PLAINTIFF demonstrated included, but were not limited to, green shakes
2 and vitamins. PLAINTIFF was wrongfully terminated on or about June 2024. PLAINTIFF’S final
3 hourly rate of pay was \$20.

4 13. On or about March 30, 2024, PLAINTIFF began to experience excruciating pain in her
5 knee. The pain was so discomforting that PLAINTIFF had difficulty standing and walking.

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7 14. On or about June 14, 2024, PLAINTIFF advised her supervisor Bryan (last name
8 unknown) that she woke up with a swollen knee and that she could barely walk. Accordingly,
9 PLAINTIFF advised Bryan that she could not show up to work. That same day, PLAINTIFF was
10 admitted to the hospital because of her knee pain. PLAINTIFF sent a text message to Bryan that
11 same day providing him with a picture of her hospital admittance bracelet.

12 15. On June 16, 2024, Bryan sent a text message to PLAINTIFF inquiring about whether she
13 was going to call off work again. PLAINTIFF responded that she was not going to be able to make
14 it to work because she was feeling dizzy and that she would be seeing her medical provider once
15 again. On account of PLAINTIFF’S medical condition, Bryan responded a few minutes later that he
16 was going to remove PLAINTIFF from the schedule “until PLAINTIFF provided him with a doctor’s
17 release clearing PLAINTIFF to return to work 100%.” In other words, Bryan would not be providing
18 PLAINTIFF with any workplace accommodations or engaging her in a good faith interactive process
19 unless PLAINTIFF had no work restrictions in violation of the Fair Employment and Housing Act.
20 Following Byran’s unlawful communications, PLAINTIFF responded to him via text advising him
21 that she was sorry for the inconvenience and that she would provide him with a doctor’s note as soon
22 as possible.

23 16. On June 24, 2024, Bryan sent a text message to PLAINTIFF asking PLAINTIFF if she
24 had an update on her work status or whether he should place her on leave. About an hour later,
25 PLAINTIFF responded to Bryan’s text message communication stating that she has an appointment
26 with her doctor today and that she would provide an update as soon as possible.

27 17. On June 25, 2025, PLAINTIFF sent a text message communication to Bryan asking him
28 how to submit a leave of absence. In that same communication, PLAINTIFF also attached a doctor’s

1 note indicating that she was under her doctor's care on June 16, 2004, and that she would be released
2 to work on July 17, 2024. The doctor's note was from California Medical Clinic located in Moreno
3 Valley. Bryan responded that July 17, 2024, was not far away and that as a result he would not need
4 to put her on leave. PLAINTIFF thereafter responded that she had an appointment with her specialist
5 on July 8, 2024, and that she could continue to keep him updated on her recovery.

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7 18. On July 15, 2024, Bryan sent a text message communication to PLAINTIFF asking for an
8 update on her status. In his following sentence, Bryan wrote "I have to either terminate you from our
9 system or put you on a leave of absence if you provide me a doctor's note for how long you will be
10 out." Notably, Bryan communicated these unlawful statements knowing that PLAINTIFF's medical
11 provider had not released her to return to work until July 17, 2024. PLAINTIFF immediately
12 responded to Bryan's text advising him that she was waiting for approval from her insurance for a
13 cardiogram because she was going to have surgery soon. Bryan responded a few minutes later that
14 "without a notice, he could not put PLAINTIFF on a leave of absence and that he would submit a
15 termination." Once again, Bryan communicated these unlawful statements knowing that
16 PLAINTIFF's medical provider had not released her to return to work until July 17, 2024. Even more
17 egregious, he wrote these statements after clearly knowing that she was going to undergo surgery and
18 therefore needed a leave of absence. These communications make clear that Bryan had no intention
19 of engaging PLAINTIFF in a good faith interactive process or providing her with any reasonable
20 accommodations absent a doctor's note stating that she required no work restrictions. Despite Bryan's
21 unlawful communications, that same day, PLAINTIFF sent a picture of a second doctor's note to
22 Bryan indicating and further supporting the fact that she would be undergoing surgery. Bryan
23 thereafter acknowledged receiving the doctor's note.

24 19. On July 16, 2024, Bryan sent a text message to PLAINTIFF stating that Human Resources
25 "says that you will need to provide us with a doctor's note stating that you will need to go on a leave
26 of absence and stating when you will be able to return to work." PLAINTIFF responded that she
27 would ask her medical provider for a doctor's note and asked whether she should send it to Bryan or
28 Human Resources. Bryan responded that the doctor's note should be sent to him.

1 20. On July 22, 2024, Bryan sent a text message to PLAINTIFF stating “I am going to have
2 to just have to submit a termination for you since I have not received a medical note stating how long
3 you will be gone from work. You can reapply again once you are well.” Bryan’s text message to
4 PLAINTIFF makes clear that he had no intention to engage in a good faith interactive process with
5 PLAINTIFF nor provide her with a reasonable accommodation as he knew that she was seeking
6 medical treatment, knew that she was scheduled for surgery, and offered no dates let alone deadlines
7 to respond to his communications. Nonetheless, PLAINTIFF responded that same day advising
8 Bryan that she had a doctor’s appointment the next day and that her provider would be telling her
9 when her surgery would be scheduled. PLAINTIFF closed her message stating, “I hope you
10 understand how long all this dating [scheduling] stuff takes. Bryan failed to respond to PLAINTIFF’S
11 text message.

12 21. On July 24, 2024, just two days later, PLAINTIFF texted a doctor’s note to Bryan
13 indicating that she would be able to return to work on October 15, 2024 due to her right knee pain.
14 Bryan responded “I did already have to send a separation for you. You will need to reapply when
15 you are able to work again. I do wish you the best. Take care and I wish you a speedy recovery.”
16 Clearly Bryan ignored DEFENDANT’S responsibility to engage in a good faith interactive process
17 with PLAINTIFF and provide her with a reasonable accommodation including entertaining a three
18 month leave of absence. PLAINTIFF is informed and believes that this was motivated by
19 DEFENDANT’S policies and practices of not providing any workplace accommodations to disabled
20 employees as further evidenced by Bryan’s communication requiring PLAINTIFF to provide a
21 doctor’s note indicating that she could return to work at 100%.

22 22. DEFENDANT’S policies and practices or the absences thereof have significant adverse
23 effects on persons who have sustained a serious medical condition or disability. As evidenced above,
24 DEFENDANT’S policy and practices or omissions thereof does not consider excusing or
25 accommodating absences due to a serious medical condition or disability and therefore
26 DEFENDANT’S practices impact the terms, conditions, and privileges of individuals who have a
27 serious medication condition or disability. PLAINTIFF is informed and believes that
28 DEFENDANT’S policies and practices does not adversely affect employees who have not sustained

1 a work-related or non-work-related disability or serious medical condition. As a direct, foreseeable,
2 and proximate result of DEFENDANT'S unlawful policies and practices, including the failure to
3 accommodate, failure to engage in a good faith interactive process, and wrongful termination
4 predicated on PLAINTIFF'S serious medical condition, PLAINTIFF suffered lost income,
5 employment career opportunities, and has suffered and continues to suffer other economic loss, in an
6 amount to be proven at trial as she has been unable to find subsequent employment to date.

7 23. Additionally, PLAINTIFF has suffered and continues to suffer emotional distress based
8 on DEFENDANT's unlawful actions, including sleeplessness, stress, anxiety, and loss of confidence.

9 24. Finally, and despite DEFENDANT's having a legal obligation to accommodate
10 PLAINTIFF'S serious medical condition and engage PLAINTIFF in a good faith interactive process,
11 and not terminate PLAINTIFF because of PLAINTIFF'S serious medical condition, DEFENDANT's
12 knowingly and willfully disregarded PLAINTIFF'S rights by refusing to engage PLAINTIFF in a
13 good faith interactive process, failing to provide PLAINTIFF with reasonable accommodations, and
14 terminating PLAINTIFF because of PLAINTIFF's serious medical condition. Accordingly,
15 DEFENDANT'S are guilty of malice and oppression and therefore liable for punitive damages.

16 **FIRST CAUSE OF ACTION**

17 **DISABILITY DISCRIMINATION**

18 **(Against DEFENDANT, Including Does 1-50)**

19 25. PLAINTIFF incorporates by reference and re-alleges each of the preceding paragraphs.

20 26. At all times herein mentioned, the Fair Employment and Housing Act ("FEHA"),
21 Government Code section 12940, et seq., was in full force and effect and binding on DEFENDANT.
22 These statutes make it unlawful to discriminate against an employee on-the-basis of a disability or
23 failure to hire an application or former employee because of his/her disability or perceived disability.

24 27. PLAINTIFF was an individual who was suffering from knee pain that made it difficult for
25 her to walk or stand and which required surgery thereby preventing her from engaging in her work-
26 related responsibilities until the conclusion of her surgery.

27 28. DEFENDANT discriminated against PLAINTIFF on-the-basis of PLAINTIFF'S disability
28 by terminating her employment because of PLAINTIFF's disability.

1 29. As a direct, foreseeable, and proximate result of DEFENDANT'S conduct, PLAINTIFF has
2 suffered lost income, employment career opportunities, and has suffered and continues to suffer other
3 economic loss, in an amount to be proven at trial.

4 30. As a direct, foreseeable, and proximate result of DEFENDANT'S conduct, PLAINTIFF has
5 suffered emotional distress, in an amount to be proven at trial.

6 31. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT'S actions
7 were taken with malice, oppression, fraud, and/or willful and conscious disregard of PLAINTIFF'S
8 rights, and were carried out by DEFENDANT'S managing agents and/or ratified by DEFENDANTS.
9 PLAINTIFF is therefore entitled to punitive damages in an amount to be determined at trial.

10 32. PLAINTIFF is further entitled to recover reasonable attorneys' fees and costs pursuant to
11 the provisions of Government Code sections 12940, et seq.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO ACCOMMODATE**

14 **(Against DEFENDANT, Including Does 1-50)**

15 33. PLAINTIFF incorporates by reference and re-alleges each of the preceding paragraphs.

16 34. Under the FEHA, DEFENDANTS are required to engage in a timely, good faith, interactive
17 process with an employee it believes has a disability/serious medical condition or who, in fact, has a
18 disability, to determine if that employee needs reasonable accommodations to perform the job.

19 By engaging in the course of conduct as alleged above, DEFENDANTS failed to provide PLAINTIFF
20 with reasonable accommodations and it failed to engage in a timely, good faith, interactive process with
21 PLAINTIFF to determine effective reasonable accommodations to the extent PLAINTIFF needed them
22 in violation of the applicable provisions of Government Code sections 12940, et seq.

23 35. As a direct, foreseeable, and proximate result of DEFENDANT'S conduct, PLAINTIFF has
24 suffered lost income, employment career opportunities, and has suffered and continues to suffer other
25 economic loss, in an amount to be proven at trial.

26 36. 3As a direct, foreseeable, and proximate result of DEFENDANT'S conduct, PLAINTIFF
27 has suffered emotional distress, in an amount to be proven at trial.

28 37. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT'S actions

1 were taken with malice, oppression, fraud, and/or willful and conscious disregard of PLAINTIFF's
2 rights, and were carried out by DEFENDANT'S managing agents and/or ratified by DEFENDANTS.
3 PLAINTIFF is therefore entitled to punitive damages in an amount to be determined at trial.

4 38. PLAINTIFF is further entitled to recover reasonable attorneys' fees and costs
5 pursuant to the provisions of Government Code sections 12940, et seq.

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7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS**

9 **(Against DEFENDANT, Including Does 1-50)**

10 39. PLAINTIFF incorporates by reference and re-alleges each of the preceding paragraphs.

11 40. As described herein, DEFENDANT failed to engage in a good-faith interactive process with
12 PLAINTIFF to determine whether it would be possible to implement effective reasonable
13 accommodations.

14 41. As a direct, foreseeable, and proximate result of DEFENDANT'S conduct, PLAINTIFF
15 has suffered lost income, employment career opportunities, and has suffered and continues to suffer
16 other economic loss, in an amount to be proven at trial.

17 42. As a direct, foreseeable, and proximate result of DEFENDANT'S conduct, PLAINTIFF has
18 suffered emotional distress, in an amount to be proven at trial.

19 43. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT'S actions
20 were taken with malice, oppression, fraud, and/or willful and conscious disregard of PLAINTIFF's
21 rights, and were carried out by DEFENDANT'S managing agents and/or ratified by DEFENDANTS.
22 PLAINTIFF is therefore entitled to punitive damages in an amount to be determined at trial.

23 44. PLAINTIFF is further entitled to recover reasonable attorneys' fees and costs pursuant to
24 the provisions of Government Code sections 12940, et seq.

25 **FOURTH CAUSE OF ACTION**

26 **WRONGFUL TERMINATION**

27 **(Against DEFENDANT, Including Does 1-50)**

28 45. PLAINTIFF realleges each paragraph of this Complaint as though fully set forth herein.

1 46. As described herein, PLAINTIFF's employment was terminated in violation of the
2 fundamental public policies of the State of California including those set out in the California Fair
3 Employment and Housing Act and the California Constitution.

4 47. As a direct, foreseeable, and proximate result of DEFENDANT'S conduct, PLAINTIFF has
5 suffered lost income, employment career opportunities, and has suffered and continues to suffer other
6 economic loss, in an amount to be proven at trial.

7 48. As a direct, foreseeable, and proximate result of DEFENDANT'S conduct, PLAINTIFF has
8 suffered emotional distress, in an amount to be proven at trial.

9 49. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT'S actions
10 were taken with malice, oppression, fraud, and/or willful and conscious disregard of PLAINTIFF's
11 rights, and were carried out by DEFENDANT'S managing agents and/or ratified by DEFENDANTS.
12 PLAINTIFF is therefore entitled to punitive damages in an amount to be determined at trial.

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PAY MINIMUM WAGE AND STRAIGHT TIME HOURS FOR ALL**

15 **HOURS WORKED**

16 **(Against All DEFENDANTS, Including Does 1-50)**

17 50. PLAINTIFF incorporates by reference and re-alleges each of the preceding paragraphs.

18 51. "Hours worked" is the time during which an employee is subject to the control of an
19 employer, and includes all the time the employee is suffered or permitted to work, whether or not
20 required to do so. At all relevant times herein mentioned, DEFENDANTS knowingly failed to pay
21 PLAINTIFF and other similarly situated employees compensation for all hours worked. By their
22 failure to pay compensation for each hour worked as alleged above, DEFENDANTS willfully
23 violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders,
24 which require such compensation to non-exempt employees. Accordingly, PLAINTIFF and similarly
25 situated employees are entitled to recover minimum and straight time wages for all non-overtime
26 hours worked for DEFENDANTS.

27 52. By failing to keep adequate time records required by California Labor Code § 1174(d),
28 DEFENDANTS have made it difficult to calculate the full extent of minimum wage compensation

1 due to PLAINTIFF and other similarly situated employees. Pursuant to California Labor Code §
2 1194.2, PLAINTIFF and similarly situated employees are entitled to recover liquidated damages
3 (double damages) for DEFENDANTS failure to pay minimum wages.

4 53. PLAINTIFF and other similarly situated employees are also entitled to seek recovery of
5 all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs
6 pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO PAY COMPENSATION DUE UPON SEPARATION**

9 **[California Labor Code § 203]**

10 **(Against ALL DEFENDANTS Including Does 1-50)**

11 54. PLAINTIFF realleges each paragraph of this Complaint as though fully set forth herein.

12 55. California Labor Code sections 201 and 202 require DEFENDANTS to pay all
13 compensation due and owing to employees immediately upon discharge or resignation or within
14 seventy-two hours of termination of their employment. California Labor Code § 203 provides that
15 if an employer willfully fails to pay compensation promptly upon discharge or resignation, then the
16 employer is liable for such "waiting time" penalties in the form of continued compensation up to
17 thirty workdays.

18 56. DEFENDANTS failed to pay PLAINTIFF and other aggrieved employees final wages
19 upon
20 separation, including their off the clock work activities associated with onboarding. On information
21 and belief, such failure was knowing and willful. As a result, DEFENDANTS are liable to
22 PLAINTIFF and similarly situated employees for waiting time penalties provided under Labor
23 Code section 203. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, PLAINTIFF and
24 similarly situated employees are also entitled to an award of reasonable attorneys' fees, interest,
25 expenses, and costs incurred in this action.

26 **SEVENTH CAUSE OF ACTION**

27 **FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE STATEMENTS**

28 **[California Labor Code § 226]**

1 **(Plaintiff Against All Defendants, Including Does 1-50)**

2 57. PLAINTIFF realleges each and every paragraph of this Complaint as though fully set forth
3 herein.

4 58. Labor Code section 226 requires an employer to furnish its employees with an accurate
5 itemized wage statement in writing showing, among other things: (1) all applicable hourly rates in
6 effect during each respective pay period and the corresponding number of hours worked by each
7 respective individual; (2) total hours worked by each respective individual; (3) gross wages earned;
8 (4) net wages earned; (5) all deductions; (6) inclusive dates of the period for which the employee is
9 paid; (7) the name of the employee and an employee identification or social security number; and
10 (8) the name and address of the legal entity that is the employer.

11 59. As a pattern and practice, in violation of Labor Code section 226(a), DEFENDANTS
12 failed
13 to provide PLAINTIFF and similarly situated employees with accurate itemized wage statements,
14 by failing to include all hours worked on her paystub, including their off the clock onboarding
15 activities. As a result of DEFENDANTS failure to provide accurate itemized wage statements,
16 PLAINTIFF and similarly situated employees have suffered actual damages and harm by being
17 unable to determine the hours worked for each pay period which prevented them from becoming
18 aware of these violations and asserting their statutory protections under California law.

19 60. Pursuant to Labor Code section 226(e), PLAINTIFF and other aggrieved employees are
20 entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period
21 in which a violation occurs and one hundred dollars (\$100.00) for each violation in a subsequent
22 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

23 61. PLAINTIFF and other aggrieved employees are also entitled to an award of costs and
24 attorneys' fees under Labor Code section 226(e)(1).

25 **EIGHTH CAUSE OF ACTION**

26 **VIOLATION OF THE UNFAIR COMPETITION LAW**

27 **[California Business and Professions Code § 17200]**

28 **(Plaintiff Against All Defendants, Including Does 1-50)**

62. PLAINTIFF realleges each paragraph of this Complaint as though fully set forth herein.

63. California Business & Professions Code section 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

64. California Business & Professions Code section 17204 allows “any person acting for the interests of itself, its members or the general public” to prosecute a civil action for violation of the Unfair Competition Law.

65. DEFENDANTS have engaged in unlawful business practices in California by utilizing and engaging in an unlawful pattern and practice of failing to properly pay employee compensation as described hereinabove, specifically, by failing to provide Plaintiff with minimum wages and by failing to provide accurate itemized wage statements.

66. DEFENDANTS use of such practices constitutes an unlawful business practice. California case law has interpreted the “unlawful” prong of Section 17200 to hold illegal a business practice that violates any other law, treating it as “unlawful” and making it independently actionable under 17200. *Cal-Tech Communications & Cel-Communications, Inc. v. Los Angeles Cellular Telephone Co.* (1999) 20 C4th 163, 180, 83 CR2d 548.

67. PLAINTIFF and other aggrieved employees seek full restitution on account of the economic injuries he and similarly situated pool maintenance employees have suffered along with disgorgement of ill-gotten gains from the DEFENDANTS as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by DEFENDANTS by means of the unlawful business practices complained of herein.

NINTH CAUSE OF ACTION

FAILURE TO REIMBURSE

[California Labor Code 2802]

(Plaintiff Against All Defendants, Including Does 1-50)

68. PLAINTIFF realleges each paragraph of this Complaint as though fully set forth herein.

69. PLAINTIFF and other similarly situated employees incurred losses in the

1 form of data storage on their cell phones and use of their electronic device to perform their
2 onboarding job duties. Despite the foregoing, they were never reimbursement for their business
3 expenses. As a result, they are entitled to reimbursement for all expenses plus attorneys fees.

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5 **TENTH CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE 204 AND 210**

7 **(Plaintiff Against All Defendants, Including Does 1-50)**

8 70. PLAINTIFF realleges each paragraph of this Complaint as though fully set forth herein.

9 71. All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned
10 by any person in any employment are due and payable twice during each calendar month, on days
11 designated in advance by the employer as the regular paydays. Labor performed between the 1st and
12 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
13 month during which the labor was performed, and labor performed between the 16th and the last day,
14 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
15 month.

16 72. PLAINTIFF and other aggrieved employees performing onboarding tasks off the clock
17 and were not compensated for those tasks on days designated in advance by DEFENDANTS as the
18 regular paydays.

19 73. In addition to, and entirely independent and apart from, any other penalty provided in this
20 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
21 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

22 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

23 (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars
24 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

25 The penalty shall either be recovered by the employee as a statutory penalty pursuant to
26 Section 98 or by the Labor Commissioner as a civil penalty through the issuance of a citation or
27 pursuant to Section 98.3. The procedures for issuing, contesting, and enforcing judgments for
28 citations issued by the Labor Commissioner under this section shall be the same as those set forth in

1 subdivisions (b) through (k), inclusive, of Section 1197.1.

2 74. PLAINTIFF and other aggrieved employees are entitled to these penalties by virtue of not
3 being paid their timely wages for their off the clock activities.

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5 **ELEVENTH CAUSE OF ACTION**

6 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

7 **(Against All Defendants)**

8 75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 76. Plaintiff and similarly situated employees are aggrieved employees as defined under Labor
11 Code § 2699(c) in that they suffered the labor code and/or wage order violations alleged in this
12 Complaint and were employed by the alleged violators, Defendants.

13 77. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendant's violation of
14 all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions,
15 without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210,
16 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 558.1, 1174, 174.5, 1182.12, 1185, 1194,
17 1194.2 1197, 1199, 2698, 2699, et seq., and 2802.

18 78. The penalties shall be allocated as follows: 65% to the Labor and Workforce Development
19 Agency (LWDA) and 35% to the affected employee.

20 79. Plaintiff and all other aggrieved employees also seek any and all penalties and remedies
21 set forth in Labor Code § 558, which states: Labor Code § 226.3 provides that "[a]ny employer who
22 violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred
23 fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)
24 per employee for each violation in a subsequent citation, for which the employer fails to provide the
25 employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

26 80. To the extent that Labor Code § 226.3 applies, Plaintiff and similarly situated employees
27 also seeks such penalties pursuant to that statute.

28 81. Plaintiff has exhausted administrative remedies by sending a certified letter to the LWDA

1 and Defendants postmarked on June 18, 2025. The LWDA has not provided notice of its intent to
2 investigate the alleged violations withing 65 calendar days of the postmark date of the letters.

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4 ///

5 **PRAYER FOR RELIEF**

6 82. WHEREFORE, PLAINTIFF prays for judgment against DEFENDANT as follows:

7 83. For general damages, including emotional distress damages, in excess of \$500,000.00, or
8 to otherwise be determined at trial;

9 84. For special damages, in excess of \$500,000.00, or to otherwise be determined at trial;

10 85. For exemplary and punitive damages, in an amount to be determined at trial, sufficient to
11 punish, penalize and/or deter the Defendant;

12 86. For reasonable attorneys' fees;

13 87. For civil and statutory penalties as permitted by statute;

14 88. For minimum wage;

15 89. For pre-judgment and post-judgment interest at the maximum legal rate;

16 90. For a tax consequence adjustment or "gross up" award to compensate PLAINTIFF for

17 91. PLAINTIFF's increased income tax responsibility following an award of compensatory
18 damages;

19 92. For costs of suit incurred;

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

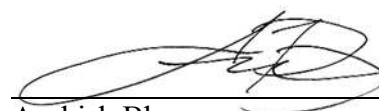
21 **DEMAND FOR JURY TRIAL**

22 PLAINTIFF hereby demands a trial by jury on all claims.

23
24 DATED: August 22, 2025

WorkRight Law, APC

25
26 By:



Aashish Bhargava
Attorneys for SANDRA OLAGUE