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Superior Court of California,
County of Alameda

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Deputy Clerk

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

ALEXANDRA JONES, an individual,

Plaintiff,

vs.

TERPENE BELT PROCESSING LLC, a
California limited liability company;
OMAR EL-SISSI, an individual; and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: 25CV123464

COMPLAINT FOR:

- 1. SEXUAL HARASSMENT IN VIOLATION OF GOVT. CODE §12940(j);**
- 2. HARASSMENT BASED ON SEX IN VIOLATION OF GOVT. CODE §12940(j);**
- 3. HOSTILE WORK ENVIRONMENT IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
- 4. RETALIATION IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
- 5. FAILURE TO PREVENT HARASSMENT IN VIOLATION OF GOVT. CODE §12940 (k);**
- 6. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY IN VIOLATION OF GOVT. CODE §12940 et seq.;**
- 7. WILLFUL MISCLASSIFICATION AS EXEMPT (Wage Order No. 14);**
- 8. FAILURE TO PAY PREMIUM OVERTIME TIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194, 1198; IWC Wage Order No. 14);**
- 9. FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED (Cal.**

Labor Code §§ 226.7, 512; IWC Wage Order No. 14);
10. FAILURE TO PROVIDE REST PERIODS (Cal. *Labor Code* §226.7; IWC Wage Order No. 14);
11. FAILURE TO MAINTAIN AND ISSUE ACCURATE WAGE STATEMENTS (Cal. *Labor Code* §226);
12. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. *Labor Code* §§201-203);
13. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. *Labor Code* § 2802);
14. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
15. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5);
16. BATTERY; and
17. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.)

DEMAND FOR A JURY TRIAL

Alexandra Jones (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

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

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* violations as against the persons identified herein, occurred in Alameda County and because Defendant Terpene Belt Processing LLC, owned and operated their business in Alameda County.

1 **II. PARTIES**

2 3. At all times relevant hereto, Plaintiff Alexandra Jones (“Plaintiff”) was an
3 individual over age 18 and a resident of Pleasanton, California.

4 4. Plaintiff is informed and believes and thereon alleges that at all times material
5 hereto, Defendant Terpene Belt Processing LLC (“TBP”), has been, and is a California limited
6 liability company, with a principal place of business at 30099 Ahern Drive, Union City, CA
7 94587. At all times material hereto, TBP has been, and is, a vertically integrated agricultural
8 processor that produces cannabis essential oils. Plaintiff is informed and believes and thereon
9 alleges that at all times material hereto TBP has been authorized to do business and has been
10 doing business in the State of California.

11 5. Plaintiff is informed and believes and thereon alleges that Defendant Omar El-
12 Sissi (“Omar”) (collectively with TBP “Defendants”) is an individual, who at all times relevant
13 herein, was a resident of Alameda County. Omar was Plaintiff’s former manager at TBP.

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

19 7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
20 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
21 fictitious names and capacities. Plaintiff will amend her Complaint to show their true names
22 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
23 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
24 individual person who owned, controlled, or managed the business for which Plaintiff worked
25 and/or who directly or indirectly exercised operational control over the wages, hours, and
26 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director
27 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
28 Defendants, which included decision-making responsibility for, and establishment of, sexual

1 harassment and wage and hour violations for Defendants which have damaged Plaintiff.

2 Therefore, Does 1 through 100, in addition to the remaining Defendants, are “employers” as a
3 matter of law and are liable on the causes of action alleged herein.

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

12 9. An employer or other person acting on behalf of an employer, who violates, or
13 causes to be violated, a provision regulating minimum wages or hours and days of work in an
14 order of the Industrial Welfare Commission may be held liable as the employer for that
15 violation. (Lab. Code § 558.1(a).) The term “other person acting on behalf of an employer” is
16 limited to a natural person who is an owner, director, officer, or managing agent of the
17 employer, and the term “managing agent” has the same meaning as in C.C.P. § 3294(b). (Lab.
18 Code. § 558.1(b).)

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

23 **III. PAGA NOTICE**

24 11. Pursuant to the California Labor Code, on or about May 15, 2025, Plaintiff filed
25 a notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue
26 claims against Defendant TBP under the Private Attorney General Act (PAGA). As such,
27 Plaintiff further reserves the right to amend this Complaint once she completes and complies
28 with the provisions under the law.

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

3 **Employment Information**

4 19. From in or about March 18, 2024 through May 1, 2025, TBP employed Plaintiff
5 as a Scientist in Quality Management. Plaintiff was paid \$78,000.00 per year. Plaintiff often
6 worked 8 or more hours per day, 6 days per week. Plaintiff worked in the lab, assisted with
7 production and in the quality department. She was employed at TBP until May 1, 2025, when
8 Plaintiff was wrongfully terminated.

9 **Sexual Harassment and Wrongful Termination**

10 20. Plaintiff was denied a work environment free of sexual harassment and was
11 targeted for wrongful termination on or about May 1, 2025.

12 21. Starting on or about September 13, 2024, TBP's manager, Omar, began sexually
13 harassing Plaintiff.

14 22. Omar stared at Plaintiff's breasts. He told her that she would be really pretty if
15 she lost a few pounds. On other occasions Omar grabbed her from her lower back. Further,
16 Omar made comments that caused Plaintiff to feel uncomfortable. For example, Omar told
17 Plaintiff that she should have gotten married and pregnant when she was 22 years old.

18 23. On or about April 10, 2025, Plaintiff sent a written complaint to Pamela Epstein
19 ("Pamela"), Chief Legal and Regulatory Officer at TBP. Pamela is part of a group that oversees
20 human resources issues. Pamela was assigned to investigate Plaintiff's complaint.

21 24. On or about April 16, 2025, Plaintiff had a meeting with Pamela. Pamela
22 seemed indifferent to Plaintiff's complaints relating to Omar.

23 25. As a result of the harassment, Plaintiff suffered emotional distress.

24 26. TBP's wrongful termination of Plaintiff was wrongfully motivated by sexual
25 harassment and her complaints relating thereto.

26 27. At all times material hereto, TBP regularly employed five or more persons and
27 therefore are employers, as that term is defined in *Government Code* § 12926(d).
28

1 28. On May 15, 2025, Plaintiff filed an administrative complaint with the California
2 Civil Rights Department ("CCRD") alleging sexual harassment by TBP and Omar. On May
3 15, 2025, the CCRD issued to Plaintiff a Right to Sue Notice as to TBP and Omar.

4 **Wage and Hour Violations**

5 29. Plaintiff's employment with TBP is governed by Industrial Welfare Commission
6 Wage Order No. 14, which covers those persons employed in the agricultural occupations.

7 30. Plaintiff was willfully misclassified as exempt.

8 31. Plaintiff did not receive overtime wages due to TBP's failure to pay her for the
9 overtime hours she worked.

10 32. Plaintiff's meal breaks were not afforded and/or interrupted.

11 33. Plaintiff's rest breaks were interrupted and/or restricted.

12 34. As a result of TBP's failure to afford Plaintiff overtime, and meal/rest breaks, the
13 wage statements issued to her did not comply with Labor Code § 226 and California Industrial
14 Welfare Commission ("IWC") Wage Order No. 14 in that they did not accurately reflect all
15 wages earned and due and owing.

16 35. As a further result of TBP's failure to pay overtime and to afford meal breaks to
17 Plaintiff, when Plaintiff left their employ, she was not timely paid all wages due her, as
18 required by Labor Code §§ 201, 202 and IWC Wage Order No. 14.

19 36. TBP failed to reimburse Plaintiff for her necessary business expenses.

20 37. TBP failed to provide Plaintiff with her requested employment records.

21 **FIRST CAUSE OF ACTION**

22 **(Sexual Harassment in violation of Government Code § 12940(j)– By Plaintiff Against all**

23 **Defendants and Does 1 through 100**

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

26 39. In perpetrating the above-described actions, TBP and their employee, Omar,
27 engaged in a pattern and practice of unlawful sexual harassment in violation of FEHA,
28 *Government Code* § 12940(j).

1 40. TBP and/or their employee, Omar, sexually harassed Plaintiff. The harassment
2 was sufficiently pervasive and severe as to alter the conditions of employment and create a
3 hostile work environment.

4 41. As a proximate result of this sexual harassment in violation of public policy,
5 Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe
6 emotional distress, worry, fear, and special damages (including lost wages) all to her special
7 and general damage, in an amount within the jurisdiction of this Court, according to proof.

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

10 43. All actions of Defendants TBP and Omar were known, ratified and approved by
11 the officers or managing agents of Defendant TBP. Therefore, Plaintiff is entitled to punitive or
12 exemplary damages against Defendants TBP and Omar in an amount to be determined at the
13 time of trial.

14 **SECOND CAUSE OF ACTION**

15 **(Harassment in Violation of Government Code § 12940(j) - By Plaintiff Against all**
16 **Defendants and Does 1 through 100)**

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

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

23 46. TBP was at all times material herein Plaintiff's employer pursuant to
24 Government Code §§ 12940(d) and 12940(j)(4) and was therefore barred from harassing their
25 employees in violation of Government Code § 12940(j).

26 47. Defendants' harassment, as set forth above, created an abusive working
27 environment in violation of Government Code § 12940(j). TBP and/or their employee, Omar,
28

1 harassed Plaintiff and/or failed to take immediate and appropriate corrective action. The
2 harassment was sufficiently pervasive and severe as to alter the conditions of employment and
3 to create a hostile or abusive work environment.

4 48. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
5 emotional distress and physical symptoms, pain and suffering, has lost income and related
6 benefits, past and future, and medical expenses, all to her damage in an amount within the
7 jurisdiction of this Court, according to proof.

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

10 50. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
11 and/or managing agents/employees of Defendants TBP acting in an oppressive, fraudulent and
12 malicious manner in order to injure or damage Plaintiff, thereby justifying an award to her of
13 punitive damages.

14 **THIRD CAUSE OF ACTION**

15 **(Hostile Work Environment in Violation Govt. Code § 12940 et seq.- By Plaintiff Against** 16 **Defendant TBP and Does 1 through 100)**

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

19 52. The offensive conduct to which Plaintiff was subjected constitutes a hostile
20 work environment in violation to FEHA, California Government Code § 12940 et seq. During
21 her employment, TBP violated FEHA, California Government Code § 12940 (j), by allowing
22 sexual harassment by their employees.

23 53. TBP's harassment was hostile, abusive, continuous and pervasive to create a
24 hostile work environment for Plaintiff.

25 54. TBP's harassment was unwelcome, humiliating, offensive and adversely
26 affected the terms of Plaintiff's employment.
27
28

55. Plaintiff was subjectively offended by TBP's conduct and any reasonable person in Plaintiff's position would perceive TBP's conduct as being offensive, hostile and abusive.

56. As a direct result of TBP's failure to take all reasonable steps necessary to prevent sexual harassment, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount within the jurisdiction of this Court, according to proof.

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

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

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

FOURTH CAUSE OF ACTION

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

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

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

62. Because she complained about Defendant Omar's sexual harassment, Plaintiff was wrongfully terminated by TBP.

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

64. Plaintiff's complaints concerning sexual harassment was the reason TBP retaliated against her.

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

66. TBP's conduct was the proximate cause of the Plaintiff's damages.

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

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

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

FIFTH CAUSE OF ACTION

(Failure to Prevent Harassment from Occurring in Violation of Government Code § 12940(k) - By Plaintiff Against Defendant TBP and Does 1 through 100)

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

71. Plaintiff alleges that TBP violated Government Code §12940(k) by failing to take all reasonable steps to prevent sexual harassment from occurring.

72. TBP's conduct in subjecting Plaintiff to sexual harassment constituted breach of their duty under FEHA, including the duty to take immediate and appropriate corrective action

1 and to take all reasonable steps to prevent the sexual harassment and retaliation from occurring
2 pursuant to California Government Code § 12940(k).

3 73. TBP knew or reasonably should have known of Plaintiff's manager's propensity
4 for engaging in unlawful, harassing conduct in the workplace, and TBP should have restrained
5 Plaintiff's manager from engaging in unlawful, harassing conduct towards Plaintiff. TBP failed
6 to take all reasonable steps necessary to prevent the retaliation and harassment from occurring.

7 74. Plaintiff is informed and believes and thereupon alleges that TBP failed to
8 provide adequate training to their manager to prevent sexual harassment from occurring.

9 75. TBP's conduct was the proximate cause of Plaintiff's damages.

10 76. As a direct result of TBP's failure to take all reasonable steps necessary to
11 prevent sexual harassment, Plaintiff has suffered and will continue to suffer pain and suffering,
12 extreme and severe mental anguish and emotional distress, loss of earnings and earning
13 capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount within
14 the jurisdiction of this Court, according to proof.

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

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

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

24 **SIXTH CAUSE OF ACTION**

25 **(Wrongful Termination in Violation of Govt. Code §§ 12940 et seq. – By Plaintiff Against**
26 **Defendant TBP and Does 1 through 100)**

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

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

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

10 83. TBP, acting through its employees and manager, intentionally created and
11 knowingly permitted the sexual harassment.

12 84. TBP wrongfully terminated Plaintiff in violation of important and well-
13 established public policies, including, but not limited to, policies against sexual harassment.

14 85. TBP's wrongful conduct proximately caused Plaintiff to suffer general damages,
15 special and statutory damages, in an amount within the jurisdiction of this Court, according to
16 proof at trial.

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

22 87. The above acts of TBP constituted a wrongful termination of Plaintiff and were
23 in violation of public policy as described above. Such termination was a substantial factor in
24 causing damage and injury to Plaintiff as set forth below.

25 88. Plaintiff believes and thereon alleges that engaging in a protected activity,
26 including, but not limited to, complaining about harassment was a factor in TBP's conduct as
27 alleged hereinabove.

28

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

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

5 **SEVENTH CAUSE OF ACTION**

6 **(Willful Misclassification as Exempt in Violation of IWC Wage Order No. 14 by Plaintiff**
7 **against Defendants TBP and Does 1 through 100)**

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

10 92. TBP misclassified Plaintiff as an exempt employee rather than non-exempt in
11 violation of IWC Wage Order No. 14, for its own financial benefit.

12 93. IWC Wage Order No. 14 identifies three exemptions to the provisions of the
13 wage order: executive exemption, administrative exemption, and professional exemption. The
14 professional exemption at issue applies to an employee:

15 94. (a) Who is licensed or certified by the State of California and is primarily
16 engaged in the practice of one of the following recognized professions: law,
17 medicine, dentistry, optometry, architecture, engineering, teaching, or
18 accounting; or

19 (b) Who is primarily engaged in an occupation commonly recognized as a
20 learned or artistic profession. For the purposes of this subsection, "learned or
21 artistic profession" means an employee who is primarily engaged in the
22 performance of: (i) Work requiring knowledge of an advanced type in a field or
23 science or learning customarily acquired by a prolonged course of specialized
24 intellectual instruction and study, as distinguished from a general academic
25 education and from an apprenticeship, and from training in the performance of
26 routine mental, manual, or physical processes, or work that is an essential part of
27 or necessarily incident to any of the above work; or (ii) Work that is original and
28 creative in character in a recognized field of artistic endeavor (as opposed to

1 work which can be produced by a person endowed with general manual or
2 intellectual ability and training), and the result of which depends primarily
3 on the invention, imagination, or talent of the employee or work that is an
4 essential part of or necessarily incident to any of the above work; and (iii)
5 Whose work is predominantly intellectual and varied in character (as opposed to
6 routine mental, manual, mechanical, or physical work) and is of such character
7 that the output produced or the result accomplished cannot be standardized in
8 relation to a given period of time.

9 (c) Who customarily and regularly exercises discretion and independent
10 judgment in the performance of duties set forth in subparagraphs (a) and (b).

11 (d) Who earns a monthly salary equivalent to no less than two (2) times the state
12 minimum wage for full-time employment. Full-time employment is defined in
13 Labor Code Section 515 (c) as 40 hours per week.

14 95. On information and belief TBP decided to wrongfully treat Plaintiff as an
15 exempt employee.

16 96. Plaintiff did not meet the requirements of being “salary exempt” as set forth by
17 California Labor Code § 515(a).

18 97. TBP thus improperly classified Plaintiff as exempt from the wage and hour
19 requirements set forth in the Labor Code and IWC Wage Order No. 14, because she did not
20 qualify as exempt.

21 98. Because of this misclassification, Plaintiff suffered damages as a result of TBP’s
22 violation of IWC Wage Order No. 14 in amount according to proof.

23 99. Based on TBP’s conduct as alleged herein. Defendant TBP is liable for damages
24 and statutory penalties pursuant to Labor Code §226, Labor Code §218.5 and penalties
25 pursuant to Labor Code §§203 and 206.

26 **EIGHTH CAUSE OF ACTION**

27 **(Failure to Pay Premium Overtime Wages Due in Violation of Cal. Labor Code §§ 510,**
28 **511, 558, 1194, 1198 – By Plaintiff Against Defendant TBP and Does 1 through 100)**

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

3 101. During Plaintiff's entire employment with TBP, pursuant to Cal. Lab. Code
4 §§200, 510, 1194, and 1198, and IWC Wage Order No. 14, TBP was required to compensate
5 Plaintiff with premium pay for all overtime performed, for hours worked in excess of eight (8)
6 hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh
7 (7th) consecutive day of any work week.

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

12 103. California Labor Code section 510, subdivision (a), states in relevant part:

13 Any work in excess of 12 hours in one day shall be compensated at the rate of
14 no less than twice the regular rate of pay for an employee. In addition, any work
15 in excess of eight hours on any seventh day of a workweek shall be compensated
16 at the rate of no less than twice the regular rate of pay of an employee.

17 104. Further, California Labor Code section 1198 provides,

18 The maximum hours of work and the standard conditions of labor fixed by the
19 commission shall be the maximum hours of work and the standard conditions
20 of labor for employees. The employment of any employee for longer hours than
21 those fixed by the order or under conditions of labor prohibited by the order is
22 unlawful.

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

28 106. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

17 107. Plaintiff at times was required to work overtime hours. However, Plaintiff was
18 not paid for the overtime hours she worked.

19 108. Throughout Plaintiff's employment, TBP failed and refused to pay and properly
20 calculate overtime compensation to Plaintiff as required by law.

21 109. The foregoing overtime compensation is owed and unpaid. As a direct and
22 proximate result of TBP's failure and refusal to pay overtime compensation, Plaintiff suffered
23 damages in the amount of at least \$156,000, to be proven at trial.

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

27 **NINTH CAUSE OF ACTION**

28 **(For Failure to Provide Meal Breaks in violation of Cal. Labor Code § 226.7– By Plaintiff
Against Defendant TBP and Does 1 through 100)**

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

1 112. California Labor Code § 226.7(a) prohibits an employer from requiring an
2 employee to work during any meal period mandated by an applicable Industrial Wage Order.
3 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
4 employee to work during a meal or rest break or recovery period mandated pursuant to an
5 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
6 Commission..."

7 113. California Labor Code § 1198 makes unlawful the employment of an employee
8 under conditions the IWC prohibits.

9 114. IWC Wage Order No. 14 provides, in relevant part: "No employer shall employ
10 any person for a work period of more than five (5) hours without a meal period of not less than
11 30-minutes, except that when a work period of not more than six (6) hours will complete the
12 day's work the meal period may be waived by mutual consent of the employer and the
13 employee."

14 115. IWC Wage Order No. 14 further provides, in relevant part: "Unless the
15 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
16 considered an 'on duty' meal period and counted as time worked."

17 116. Section 512(a) of the California Labor Code provides, in relevant part, that:
18 An employer may not employ an employee for a work period of more than five
19 hours per day without providing the employee with a meal period of not less
20 than 30-minutes, except that if the total work period per day of the employee is
21 no more than six hours, the meal period may be waived by mutual consent of
22 both the employer and employee. An employer may not employ an employee for
23 a work period of more than 10 hours per day without providing the employee
24 with a second meal period of not less than 30-minutes, except that if the total
25 hours worked is no more than 12 hours, the second meal period may be waived
26 by mutual consent of the employer and the employee only if the first meal
27 period was not waived.

1 117. The Labor Code and Wage Order provisions cited above require California
2 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
3 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
4 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
5 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
6 the fifth hour of their shifts.

7 118. TBP violated Labor Code § 512 and IWC Wage Order No. 14 by routinely
8 failing to provide Plaintiff uninterrupted meal breaks. Further, at times, Plaintiff's meal breaks
9 were not afforded.

10 119. Defendant TBP has a policy or practice of failing to ensure that Plaintiff take
11 proper meal periods as required by California Labor Code §226.7 and IWC Wage Order No.
12 14, §11.

13 120. TBP further violated IWC Wage Order No. 14 and Labor Code § 226.7 by
14 failing to pay one hour of compensation to Plaintiff at her individual and regular rate of pay for
15 each work day that the meal period was not provided, in the amount of \$156,000.00. This
16 amount remains owed and unpaid.

17 121. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
18 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
19 § 226.7(b).

20 122. As a direct and proximate result of TBP's unlawful conduct as alleged herein,
21 Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost
22 interest, in an amount to be established at trial, and is entitled to recover economic and statutory
23 damages, attorneys' fees and penalties and other appropriate relief due to TBP's violations of
24 the California Labor Code and IWC Wage Order No. 14.

25 **TENTH CAUSE OF ACTION**

26 **(For Failure to Provide Rest Breaks in violation of Cal. Labor Code §226.7– By Plaintiff**
27 **Against Defendant TBP and Does 1 through 100)**

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

124. Labor Code § 226.7 and IWC Wage Order No. 14 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

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

126. TBP has intentionally and improperly denied compliant rest periods to Plaintiff in violation of Labor Code § 226.7 and IWC Wage Order No. 14.

127. TBP failed to afford Plaintiff uninterrupted rest breaks. Further, Plaintiff's rest breaks were restricted.

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

129. At all times relevant hereto, TBP failed to provide rest periods as required by Labor Code § 226.7 and IWC Wage Order No. 14.

130. By virtue of TBP's unlawful failure to provide rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in the amount of \$156,000.00.

ELEVENTH CAUSE OF ACTION

(Failure to Maintain and Issue Accurate Wage Statements in Violation of Labor Code § 226 - By Plaintiff Against Defendant TBP and Does 1 through 100)

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

132. At all times relevant hereto, TBP failed to issue payroll statements to Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did not properly and accurately pay her premium pay for overtime and meal/rest breaks not afforded.

133. TBP knowingly and intentionally failed to comply with *Labor Code* § 226(a), causing damage to Plaintiff. These damages, including but not limited to, costs expended

1 calculating the actual hours worked and the amount of employment taxes which were not
2 properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff
3 elects to recover liquidated damages of \$50.00 for the initial pay period in which the violations
4 occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to *Labor Code* §
5 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

6 134. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
7 attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).

8 **TWELFTH CAUSE OF ACTION**

9 **(Failure to Pay Wages Due Upon Termination Labor Code §§ 201-203 By Plaintiff**
10 **Against Defendant TBP and Does 1 through 100)**

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

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

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

19 138. Plaintiff was wrongfully terminated from TBP's employ and TBP willfully
20 failed to pay overtime and to afford meal/rest breaks to Plaintiff and did not pay her premium
21 pay for meal/rest breaks not afforded.

22 139. TBP wrongfully terminated Plaintiff on May 1, 2025, yet failed to pay her
23 wages due to her.

24 140. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
25 she was not timely paid, not to exceed 30 days' wages, interest, and attorneys' fees and costs in
26 an amount within the jurisdiction of this Court, according to proof.

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THIRTEENTH CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code § 2802 By Plaintiff Against Defendant TBP and Does 1 through 100)

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

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

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

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

145. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover the full amount of her unreimbursed business expenses, reasonable attorneys' fees and costs of suit, in an amount according to proof at trial.

FOURTEENTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress by Plaintiff against all Defendants and Does 1 through 100)

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

147. Plaintiff is informed and believes, and thereon alleges, that Defendants' actions were intentional, extreme, and outrageous.

148. Plaintiff is further informed and believes, and thereon alleges, that such actions were done with the intent to cause serious emotional distress or with reckless disregard of the probability of causing Plaintiff serious emotional distress.

149. As a direct, legal and proximate result of Defendants' actions, Plaintiff suffered severe emotional distress which might have caused her to sustain severe, serious and permanent injuries to her person, all to her damage in a sum to be shown according to proof.

150. As a direct, legal and proximate result of Defendants' aforesaid actions, Plaintiff may be compelled to employ the services of hospitals, physicians and surgeons, nurses, and the like, to care for and treat her, and may incur future hospital, medical, professional and incidental expenses, all to Plaintiff's damage in a sum to be shown according to proof.

151. As a direct, legal and proximate result of the aforesaid tortious conduct of Defendants, Plaintiff may be prevented from engaging in her usual occupation, thereby sustaining a loss of income, in an amount within the jurisdiction of this Court, according to proof.

152. Defendants, and each of them, committed the acts herein alleged maliciously fraudulently, and oppressively, and with reckless disregard for Plaintiff's rights. Conduct by the Defendants, and each of them, amounted to malice and was carried out in a despicable, deliberate, cold, callous and intentional manner, entitling Plaintiff to recover punitive damages from the Defendants in an amount sufficient to deter such conduct in the future and according to proof.

FIFTEENTH CAUSE OF ACTION

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

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

154. California Labor Code Section 1198.5 provides:

(a) 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.

1 (b) The employer shall make the contents of those personnel records available
2 for inspection to the current or former employee, or his or her representative, at
3 reasonable intervals and at reasonable times, but not later than 30 calendar days
4 from the date the employer receives a written request, unless the current or
5 former employee, or his or her representative, and the employer agree in writing
6 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
7 date does not exceed 35 calendar days from the employer's receipt of the written
8 request to inspect the records. Upon a written request from a current or former
9 employee, or his or her representative, the employer shall also provide a copy of
10 the personnel records ... later than 30 calendar days from the date the employer
11 receives the request...

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

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

19 155. Additionally, pursuant to IWC Wage Order No. 14, at section 7 re: Records,
20 employers are required to keep accurate payroll records on each employee, and such records
21 must be made readily available for inspection by the employee upon reasonable request. The
22 employer must also maintain accurate production records.

23 156. On or about May 15, 2025, Plaintiff's counsel issued a written request to TBP
24 for copies of her personnel records.

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

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

SIXTEENTH CAUSE OF ACTION

(Battery By Plaintiff Against all Defendants and Does 1 through 100)

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

160. To establish a claim for battery, a plaintiff must show all of the following: (1) that the defendant touched the plaintiff or caused the plaintiff to be touched with the intent to harm or offend them; (2) that the plaintiff did not consent to the touching; and (3) that the plaintiff was harmed by the defendant's conduct. (CACI No. 1300.)

161. Further, an employer is liable for the wrongful acts of its employees, particularly when the employee is acting within the scope of their employment. (See Cal. Civ. Code § 2338; *see also* CACI No. 3701.)

162. Beginning in or about March 2025, Omar touched Plaintiff on her body with the intent to offend Plaintiff and without her consent.

163. Accordingly, Defendants' conduct as alleged herein was purposeful and intentional and was engaged in for the purposes of causing offense, and was despicable conduct that subjected Plaintiff to cruel and unjust hardship in conscious disregard of her rights, and was performed with fraud, oppression or malice so as to justify an award of exemplary or punitive damages against Defendants in an amount according to proof at trial.

164. As a direct and proximate result of the above reference acts and omissions by Defendants, Plaintiff has suffered actual, special, and general damages, all to her detriment in an amount within the jurisdiction of this Court, according to proof.

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1 **SEVENTEENTH CAUSE OF ACTION**

2 **(Unfair Competition Cal. Bus. & Prof. Code §17200 et. seq. –By Plaintiff Against**
3 **Defendant TBP and Does 1 through 100)**

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

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

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

13 168. Paying overtime, affording of meal/rest breaks, reimbursing business expenses,
14 and providing employment records are fundamental public policies of the State of California. It
15 is also the public policy of this State to enforce minimum labor standards, to ensure that
16 employees are not required or permitted to work under substandard and unlawful conditions,
17 and to protect those employers who comply with the law from losing competitive advantage to
18 other employers who fail to comply with labor standards and requirements.

19 169. TBP failed to pay Plaintiff overtime, afford Plaintiff meal/rest breaks, reimburse
20 business expenses and failed to provide her personnel records.

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

25 171. TBP regularly and routinely violated the following statutes and regulations with
26 respect to Plaintiff:
27

28 (a) Wage Order No. 14 (willful misclassification as exempt);

- 1 (b) *Labor Code* §§ 510 and 1194 and IWC Wage Order No. 14 as amended
2 (failure to pay overtime);
3 (c) *Lab. Code* § 226.7 (failure to afford meal/rest breaks);
4 (d) *Labor Code* § 226 (failure to provide accurate wage statements to
5 employees at the time of payment of wages);
6 (e) *Labor Code* §§ 202 and 203 (failure to pay wages due at termination);
7 (f) *Labor Code* § 2802 (failure to reimburse business expenses); and
8 (e) *Labor Code* § 1198.5 (failure to allow inspection of employment
9 records).

10
11 172. By engaging in these business practices, which are unfair business practices
12 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, TBP harmed Plaintiff and gained an
13 unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is entitled
14 to obtain restitution of these funds, in the amount of at least \$156,000.00.

15 **PRAYER FOR RELIEF**

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

- 18 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff in
19 the amount of \$156,000;
20 2. For compensatory damages for lost wages and employment benefits, in an
21 amount of \$156,000;
22 3. For general damages, according to proof;
23 4. For an award of consequential damages, according to proof;
24 5. For one hour of pay at the regular rate of compensation for Plaintiff for each
25 workday that a meal/rest period was not provided, in the amount of \$156,000;
26 6. For payment of unpaid wages in accordance with California labor and
27 employment law, in the amount of \$156,000;
28

1 7. For compensatory damages in the amount of Plaintiff's out of pocket cell phone,
2 vehicle and supply expenses and/or reimbursement of monies incurred while performing
3 Defendant TBP's business-related duties plus interests, costs and attorneys' fees pursuant to
4 *Cal. Code Civ. Proc.* §2802(c), in an amount according to proof;

5 8. For mental and emotional distress damages, in an amount according to proof;

6 9. For past and future medical expenses, in an amount according to proof;

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

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

14 12. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8,
15 according to proof;

16 13. For reasonable costs, including attorneys' fees, in an amount according to proof
17 pursuant to *Government Code* § 12965(c)(6), *Cal. Lab. Code* §§ 218.5, 1194, 1198.5(1), 2802
18 and *Cal. Code Civ. Proc.* §1021.5;

19 14. For injunctive relief ordering the continuing unfair business acts and practices to
20 cease, as the Court deems just and proper;

21 15. For other injunctive relief ordering Defendant TBP to notify Plaintiff that she
22 has not been paid the proper amounts in accordance with California law;

23 16. For injunctive relief requiring Defendant TBP to comply with Labor Code
24 §1198.5(b)(1);

25 17. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2 in an
26 amount equal to the wages unlawfully unpaid according to proof, and interest thereon;

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

28

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

4 20. For costs of suit, generally and pursuant to Code of Civil Procedure §1021.5;
5 and

6 21. For such other and further relief as the Court deems just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff Alexandra Jones hereby respectfully requests a trial by jury for all claims and
9 issues raised in her Complaint that may be entitled to a jury trial.

11 LIPELES LAW GROUP, APC

12 Date: May 15, 2025

14 By: Vanya Khanna
15 Vanya Khanna
16 Attorneys for Plaintiff
17 Alexandra Jones