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ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

04/14/2023
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

CGC-23-605851

ASMA EL BOUJAMAAI-STRICKLIN, an
Individual,

Plaintiff,

v.

CHESTNUT PARTNERS, LLC, a California
limited liability company; JULIE WINTER, an
individual; and DOES 1 through 20, inclusive,

Defendants.

Case No.

COMPLAINT FOR DAMAGES FOR:

- 1. DISCRIMINATION IN VIOLATION OF
GOV'T CODE §§ 12940 ET SEQ.;**
- 2. HARASSMENT IN VIOLATION OF
GOV'T CODE §§ 12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF
GOV'T CODE §§ 12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION, HARASSMENT AND
RETALIATION IN VIOLATION OF
GOV'T CODE § 12940(k);**
- 5. FOR RETALIATION IN VIOLATION OF
LABOR CODE §§ 1102.5 AND 1102.6;**
- 6. FOR DECLARATORY JUDGMENT;**
- 7. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- 8. FAILURE TO PROVIDE MEAL AND
REST PERIODS (CAL. LABOR CODE
§§226.7, 512);**
- 9. FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE AND HOUR
STATEMENTS (CAL. LABOR CODE
§§226, ET SEQ.);**

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**10. WAITING TIME PENALTIES (CAL.
LABOR CODE §§201-203);**
**11. PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE § 2699, ET SEQ);**
**12. UNFAIR BUSINESS PRACTICES (BUS. &
PROF. CODE §17200 ET SEQ.)**
DEMAND OVER \$25,000
[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, ASMA EL BOUJAMATI-STRICKLIN, and for causes of
action against the Defendants and each of them, alleges as follows:

JURISDICTION AND VENUE

1. This Court is the proper court, and this action is properly filed in San Francisco County,
because Defendants’ obligations and liability arise therein, because Defendants reside within San
Francisco County, and because the work that is the subject of this action was performed by Plaintiff in
San Francisco County. The damages sought in this action exceeds \$25,000.00.

THE PARTIES

2. Plaintiff, ASMA EL BOUJAMATI-STRICKLIN, is and at all times relevant hereto was
a resident of the County of San Francisco, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
hereto, Defendant CHESTNUT PARTNERS, LLC, which at all relevant times was doing business as
DELAROSA (hereinafter referred to as “CHESTNUT PARTNERS”) was and is a California limited
liability company with its headquarters in the County of San Francisco at 2020 Chestnut Street, San
Francisco, California 94123.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
hereto, Defendant JULIE WINTERS (hereinafter referred to as “WINTERS”) was and is an individual
residing in the County of San Francisco, State of California.

1 5. Defendants CHESTNUT PARTNERS, WINTERS, and DOES 1-20 are hereinafter
2 collectively referred to as “Defendants.”

3 6. At all times relevant herein, CHESTNUT PARTNERS and DOES 1-20 were Plaintiff’s
4 employers, joint employers and/or special employers within the meaning of Government Code §§ 12926,
5 subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five
6 (5) or more persons and are therefore subject to the jurisdiction of this Court.

7 7. At all times relevant herein, CHESTNUT PARTNERS, WINTERS, and DOES 1-20 were
8 Plaintiff’s employers, joint employers and/or special employers within the meaning of the Labor Code
9 and Industrial Welfare Commission Order No. 5-2001, and are each an “employer or other person acting
10 on behalf of an employer” as such term is used in Labor Code section 558, 558.1, and/or 1197.1 and
11 liable to Plaintiff on that basis.

12 8. At all times relevant herein, WINTERS was Plaintiff’s “supervisor,” as that term is
13 defined in Government Code § 12926, subdivision (t).

14 9. The true names and capacities, whether individual, corporate, associate, or otherwise, of
15 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
16 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
17 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
18 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
19 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
20 alleged hereinafter.

21 10. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
22 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
23 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
24 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
25 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
26 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

27 11. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
28 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit

1 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
2 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code §
3 12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
4 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
5 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
6 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
7 actually causing Plaintiff harm.

8 12. Whenever and wherever reference is made in this complaint to any act or failure to act by
9 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
10 and/or failures to act by each Defendant acting individually, jointly and severally.

11 13. Plaintiff has filed complaints of discrimination, harassment, retaliation, failure to prevent
12 discrimination or retaliation, and wrongful termination under Government Code §§ 12940, et seq., the
13 California Fair Employment and Housing Act (“FEHA”) with the California Department of Fair
14 Employment and Housing (“DFEH”) and has satisfied Plaintiff’s administrative prerequisites with
15 respect to these and all related filings.

16
17 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

18 14. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
19 of interest and ownership between CHESTNUT PARTNERS and DOES 1-20 that the individuality and
20 separateness of defendants have ceased to exist.

21 15. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
22 purported corporate existence, CHESTNUT PARTNERS and DOES 1-20 are, in reality, one and the
23 same, including, but not limited to because:

24 a. CHESTNUT PARTNERS and DOES 1-20 are completely dominated and
25 controlled by one another, and DOES 1-20 personally committed the frauds and violated the laws as set
26 forth in this complaint, and have hidden and currently hide behind Defendants to perpetrate frauds,
27 circumvent statutes, or accomplish some other wrongful or inequitable purpose.

1 b. CHESTNUT PARTNERS and DOES 1-20 derive actual and significant monetary
2 benefits by and through one another's unlawful conduct, and by using one another as the funding source
3 for their own personal expenditures.

4 c. CHESTNUT PARTNERS and DOES 1-20, while really one and the same, were
5 segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing
6 a statute, or accomplishing some other wrongful or inequitable purpose.

7 d. CHESTNUT PARTNERS does not comply with all requisite corporate formalities
8 to maintain a legal and separate corporate existence.

9 16. The business affairs of CHESTNUT PARTNERS and DOES 1-20 are, and at all times
10 relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
11 are in inextricable confusion. CHESTNUT PARTNERS is, and at all times relevant hereto was, used by
12 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
13 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
14 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
15 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
16 existence of CHESTNUT PARTNERS and DOES 1-20 should be disregarded in equity and for the ends
17 of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

18 17. Accordingly, Defendants constitute the alter ego of one another and DOES 1-20, and the
19 fiction of their separate corporate existence must be disregarded.

20 18. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
21 thereon alleges that Defendants and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
22 enterprise, and that Plaintiff was an employee of CHESTNUT PARTNERS and DOES 1-20. Plaintiff
23 performed services for each and every one of Defendants, and to the mutual benefit of all Defendants,
24 and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner
25 in which Defendants' business was and is conducted.

26 19. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
27 between DOES 1-20, CHESTNUT PARTNERS, or any of them, (1) there is an express or implied
28 agreement of assumption pursuant to which CHESTNUT PARTNERS and/or DOES 1-20 agreed to be

1 liable for the debts of the other Defendants, (2) the transaction between CHESTNUT PARTNERS and/or
2 DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3)
3 CHESTNUT PARTNERS and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the
4 transfer of assets to CHESTNUT PARTNERS and/or DOES 1-20 is for the fraudulent purpose of
5 escaping liability for Defendants' debts. Accordingly, CHESTNUT PARTNERS and/or DOES 1-20 are
6 the successors of one or more of the other Defendants, and are liable on that basis.

7 8 **FACTUAL ALLEGATIONS**

9 20. On or around December 28, 2021, CHESTNUT PARTNERS hired Plaintiff to work as a
10 server. Plaintiff was a full-time, non-exempt employee, and performed all of her job duties satisfactorily
11 before she was wrongfully terminated on or about July 27, 2022.

12 21. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
13 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
14 thereof.

15 22. Plaintiff is informed and believes, and thereon alleges, that himself and other employees
16 were subject to the same violations and, therefore, are aggrieved employees within the meaning of
17 California Labor Code § 2699. Thus, Plaintiff, as an aggrieved employee, reserves her right to bring an
18 action against Defendants, on behalf of herself and other current and former employees.

19 23. On or around December 28, 2021, Defendants hired Plaintiff as a front of the house server.
20 She performed her duties satisfactorily until she was wrongfully terminated on or around July 27, 2022.

21 24. While Plaintiff worked for Defendant CHESTNUT PARTNERS, Plaintiff was harassed,
22 retaliated against, and ultimately fired because she was a member of a protected class or because she
23 engaged in protected activity.

24 25. WINTERS repeatedly scolded only Plaintiff, and no other servers, blaming Plaintiff for
25 situations which were clearly not Plaintiff's fault. The fact that she only scolded Plaintiff showed that
26 WINTERS had a specific animus towards Plaintiff.

27 26. WINTERS' acts based on her animus towards Plaintiff violated California law because
28 her animus was based on the fact that Plaintiff is Muslim. As a member of restaurant staff, Plaintiff was

1 entitled to partake in the restaurant's "family meal" which was prepared for all the employees. However,
2 when Plaintiff raised concerns that the meal was being prepared with pork, which consumption is
3 prohibited by Plaintiff's religious beliefs, WINTERS declared that the restaurant was not required to
4 make "specific items" for staff members and that Plaintiff just had to eat the pork or not eat at all.

5 27. Plaintiff explicitly told WINTERS that her policy was discriminatory towards her religion,
6 but WINTERS did not care and continued to engage in harassing conduct.

7 28. Plaintiff complained about WINTERS to upper management, but instead of addressing the
8 WINTERS' discriminatory and illegal conduct, they ignored her.

9 29. On or around July 25, 2022, WINTERS again decided to antagonize and harass Plaintiff.
10 This time, while Plaintiff was the only server on the floor, and the only server closing for that night,
11 Plaintiff ordered food at around 9:27pm so that she would not go hungry after her shift. When she went
12 to check on her food, she learned that WINTERS had taken her food, and only Plaintiff's food. When
13 Plaintiff confronted WINTERS about it, she stated that Plaintiff had already taken her 30-minute break.
14 When Plaintiff told her that she intended to eat her food during her 10-minute break, which she was
15 entitled to do, WINTERS responded with something to the effect of "can you just finish your work!"

16 30. Plaintiff explicitly told WINTERS that she was entitled to take a 10-minute break, but
17 WINTERS refused to allow her to take her break, let alone allow her to eat her meal so that she would
18 not go hungry that night.

19 31. Again, Plaintiff complained to upper management about WINTERS' behavior on July 25,
20 2022, but instead of addressing the illegal refusal by WINTERS to allow Plaintiff to take her break,
21 Defendants fired her on July 27, 2022.

22 32. Defendants' conduct described herein was undertaken, authorized, and/or ratified
23 Defendants' officers, directors and/or managing agents, including, but not limited to SALAZAR and
24 REYES and those identified herein as DOES 1 through 20, who were authorized and empowered to make
25 decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing
26 agents and individuals was therefore undertaken on behalf of Defendants who further had advanced
27 knowledge of the actions and conduct of said individuals whose actions and conduct were ratified,
28

1 authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this
2 time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

3 33. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general
4 and special damages, including severe and profound pain and emotional distress, anxiety, depression,
5 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
6 counseling and treatment, and past and future lost wages and benefits.

7 34. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
8 commissions, benefits and loss or diminution of earning capacity.

9 35. Plaintiff claims general damages for emotional and mental distress and aggravation in a
10 sum in excess of the jurisdictional minimum of this Court.

11 36. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
12 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
13 of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages
14 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
15 Court.

16
17 **FIRST CAUSE OF ACTION**

18 **FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.**

19 **AGAINST RELIABLE ENERGY AND DOES 1-20, INCLUSIVE**

20 37. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
21 though set forth in full herein.

22 38. At all times hereto, the FEHA was in full force and effect and was binding upon
23 Defendants and each of them.

24 39. As such term is used under FEHA, "on the bases enumerated in this part" means or refers
25 to discrimination on the bases of one or more of the protected characteristics under FEHA.

26 40. FEHA requires Defendants to refrain from discriminating against an employee on the basis
27 of age, and to prevent from occurring discrimination, harassment, and retaliation on the same bases.

28 41. Plaintiff was a member of a protected class as a result of her religion.

1 42. At all times relevant hereto, Plaintiff was performing competently in the position Plaintiff
2 held with Defendants.

3 43. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination,
4 failure to accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate
5 and/or return to work, and termination, and was harmed thereby.

6 44. Plaintiff is informed and believes that Plaintiff's age under Government Code § 12926(j)
7 were motivating reasons and/or factors in the decisions to subject Plaintiff to the aforementioned adverse
8 employment actions.

9 45. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff's
10 damage as stated below.

11 46. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated
12 by reference.

13 47. The foregoing conduct of Defendants individually, or by and through their officers,
14 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
15 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
16 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such
17 as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
18 punitive damages in an amount appropriate to punish or make an example of Defendants.

19 48. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
20 attorneys' fees and costs, including expert fees pursuant to the FEHA.

21
22 **SECOND CAUSE OF ACTION**
23 **FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.**
24 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

25 49. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
26 though set forth in full herein.

27 50. At all times hereto, the FEHA was in full force and effect and was binding upon
28 Defendants and each of them.

1 51. As such term is used under FEHA, “on the bases enumerated in this part” means or refers
2 to harassment on the bases of one or more of the protected characteristics under FEHA.

3 52. These laws set forth in the preceding paragraph require Defendants to refrain from
4 harassing, or creating, or maintaining a hostile work environment against an employee based upon the
5 employee’s religion, as set forth hereinabove.

6 53. Defendants’ harassing conduct was severe or pervasive, was unwelcome by Plaintiff, and
7 a reasonable person in Plaintiff’s circumstances would have considered the work environment to be
8 hostile or abusive.

9 54. Defendants violated the FEHA and the public policy of the State of California which is
10 embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of
11 Plaintiff’s age, as set forth hereinabove.

12 55. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or Defendants
13 knew or should have known of the conduct but failed to take immediate and appropriate corrective action.

14 56. The above said acts of Defendants constitute violations of the FEHA and violations of the
15 public policy of the State of California. Such violations were a proximate cause in Plaintiff’s damage as
16 stated below.

17 57. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated
18 by reference.

19 58. The foregoing conduct of Defendants individually, or by and through their officers,
20 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
21 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
22 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff’s rights such
23 as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
24 punitive damages in an amount appropriate to punish or make an example of Defendants.

25 59. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
26 attorneys’ fees and costs, including expert fees pursuant to the FEHA.

THIRD CAUSE OF ACTION
FOR RETALIATION IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.
AGAINST RELIABLE ENERGY AND DOES 1-20, INCLUSIVE

60. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

61. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants and each of them.

62. These laws set forth in the preceding paragraph require Defendants to refrain from retaliating against an employee for engaging in protected activity.

63. Plaintiff engaged in the protected activity of complaining about and protesting Defendants' discriminatory and harassing conduct towards Plaintiff based upon Plaintiff's religion. Specifically, Plaintiff told WINTERS that her conduct was discriminatory to her religion.

64. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination, failure to accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or return to work, and termination, and was harmed thereby.

65. Plaintiff is informed and believes that Plaintiff's conduct of complaining about and protesting about Defendants' discriminatory and harassing conduct was a motivating reason and/or factor in the decisions to subject Plaintiff to the aforementioned adverse employment actions.

66. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff for attempting to exercise Plaintiff's protected rights, as set forth hereinabove.

67. Plaintiff is informed and believes, and based thereon alleges, that the above acts of retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or at the direction of, each other Defendant and the other Managers.

68. The above said acts of Defendants constitute violations of the FEHA, and were a proximate cause in Plaintiff's damage as stated below.

69. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated by reference.

70. The foregoing conduct of Defendants individually, or by and through their officers, directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

71. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

FOURTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION

IN VIOLATION OF GOV'T CODE §12940(k)

AGAINST RELIABLE ENERGY AND DOES 1-20, INCLUSIVE

72. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

73. At all times hereto, the FEHA, including in particular Government Code § 12940(k), was in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring. As alleged above, Defendants violated this subsection and breached their duty by failing to take all reasonable steps necessary to prevent discrimination, harassment and retaliation from occurring.

74. The above said acts of Defendants constitute violations of the FEHA, and were a proximate cause in Plaintiff's damage as stated below.

75. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated by reference.

76. The foregoing conduct of Defendants individually, or by and through their officers, directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such

1 as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
2 punitive damages in an amount appropriate to punish or make an example of Defendants.

3 77. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
4 attorneys' fees and costs, including expert fees pursuant to the FEHA.

5
6 **FIFTH CAUSE OF ACTION**
7 **FOR RETALIATION**
8 **IN VIOLATION OF LABOR CODE §§ 1102.5 AND 1102.6**
9 **AGAINST ALL DEFENDANTS**

10 78. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
11 though set forth in full herein.

12 79. At all relevant times, Labor Code §1102.5(a) was in full force and effect, and was binding
13 on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from
14 discharging an employee or in any manner discriminating or retaliating against, or taking any adverse
15 action against, an employee because, among other things, the employee disclosed information to a
16 government or law enforcement agency, or to a person with authority over the employee or another
17 employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the
18 employee has reasonable cause to believe that the information discloses a violation of state or federal
19 statute, or violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
20 whether disclosing the information is part of the employee's job duties. Pursuant to Labor Code
21 §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability company
22 is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.

23 80. Plaintiff reported suspected violations of the Labor Code to Plaintiff's supervisor
24 WINTERS and owners at Defendants.

25 81. Defendants subjected Plaintiff to the adverse employment action, including without
26 limitation, termination because Plaintiff reported the suspected violations of the Labor Code to Plaintiff's
27 supervisors.

1 82. Plaintiff's reports of these violations were a motivating and contributing factor for the
2 adverse employment actions by Defendants against Plaintiff.

3 83. Said conduct violates Labor Code Labor Code §1102.5 and Labor Code §1102.6, and such
4 violations were a proximate cause in Plaintiff's damages as hereinabove stated.

5 84. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated
6 by reference.

7 85. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
8 \$10,000.00 for Defendants' violations of Labor Code § 1102.5.

9 86. The foregoing conduct of Defendants individually, or by and through their managing
10 agents, was intended by Defendants to cause injury to Plaintiff, or was despicable conduct carried on by
11 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel
12 and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression,
13 or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate
14 to punish or make an example of Defendants.

15 87. In addition, Pursuant to Labor Code § 1102.5(j), Plaintiff requests a reasonable award of
16 attorneys' fees and costs, including expert fees.

17
18 **SIXTH CAUSE OF ACTION**
19 **FOR DECLARATORY JUDGMENT**
20 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

21 88. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
22 though set forth in full herein.

23 89. Government Code § 12920 sets forth the public policy of the State of California as follows:

24 It is hereby declared as the public policy of this state that it is necessary to
25 protect and safeguard the right and opportunity of all persons to seek,
26 obtain, and hold employment without discrimination or abridgment on
27 account of race, religious creed, color, national origin, ancestry, physical
28 disability, mental disability, medical condition, genetic information, marital
29 status, sex, gender, gender identity, gender expression, age, or sexual
30 orientation.

31 It is recognized that the practice of denying employment opportunity and
32 discriminating in the terms of employment for these reasons foments

domestic strife and unrest, deprives the state of the fullest utilization of its capacities for development and advancement, and substantially and adversely affects the interests of employees, employers, and the public in general.

Further, the practice of discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in housing accommodations is declared to be against public policy.

It is the purpose of this part to provide effective remedies that will eliminate these discriminatory practices.

This part shall be deemed an exercise of the police power of the state for the protection of the welfare, health, and peace of the people of this state.

90. Government Code § 12920.5 embodies the intent of the California legislature and states:

In order to eliminate discrimination, it is necessary to provide effective remedies that will both prevent and deter unlawful employment practices and redress the adverse effects of those practices on aggrieved persons. To that end, this part shall be deemed an exercise of the Legislature's authority pursuant to Section 1 of Article XIV of the California Constitution.

91. Moreover, Government Code § 12921, subdivision (a) says in pertinent part:

The opportunity to seek, obtain, and hold employment without discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation is hereby recognized as and declared to be a civil right.

92. An actual controversy has arisen and now exists between Plaintiff and Defendants concerning their respective rights and duties as it is believed that Defendants may allege that they did not discriminate and retaliate against Plaintiff; that Plaintiff was not terminated as a result of Plaintiff's religion, or because she complained about the harassment and retaliation, and/or some combination of these protected characteristics. Plaintiff contends that Defendants did discriminate and retaliate against Plaintiff on the basis of Plaintiff's religion; and that Plaintiff was retaliated against and, ultimately wrongfully terminated as a result of Plaintiff's religion or because she resisted their discriminatory acts. Plaintiff is informed and believes, and on that basis alleges, that Defendants shall dispute Plaintiff's contentions.

1 93. Pursuant to Code of Civil Procedure § 1060, Plaintiff desires a judicial determination of
2 Plaintiff's rights and duties, and a declaration that Defendants harassed Plaintiff on the basis of Plaintiff's
3 age.

4 94. Pursuant to Code of Civil Procedure § 1060, Plaintiff seeks a judicial determination of
5 Plaintiff's rights and duties, and a declaration that Plaintiff's religion was a substantial motivating factor
6 in the decision to subject Plaintiff to the aforementioned adverse employment actions.

7 95. A judicial declaration is necessary and appropriate at this time under the circumstances in
8 order that Plaintiff, for Plaintiff and on behalf of employees in the State of California and in conformity
9 with the public policy of the State, obtain a judicial declaration of the wrongdoing of Defendants and to
10 condemn such discriminatory employment policies or practices prospectively. *Harris v. City of Santa*
11 *Monica* (2013) 56 Cal.4th 203.

12 96. A judicial declaration is necessary and appropriate at this time such that Defendants may
13 also be aware of their obligations under the law to not engage in discriminatory practices and to not
14 violate the law in the future.

15 97. Government Code § 12965(b) provides that an aggrieved party, such as the Plaintiff
16 herein, may be awarded reasonable attorney's fees and costs: "In civil actions brought under this section,
17 the court, in its discretion, may award to the prevailing party, including the department, reasonable
18 attorney's fees and costs, including expert witness fees." Such fees and costs expended by an aggrieved
19 party may be awarded for the purpose of redressing, preventing, or deterring discrimination and
20 harassment.

21
22 **SEVENTH CAUSE OF ACTION**
23 **FOR WRONGFUL TERMINATION**
24 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
25 **AGAINST RELIABLE ENERGY AND DOES 1-20, INCLUSIVE**

26 98. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
27 though set forth in full herein.
28

1 99. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
2 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
3 discriminating against any employee on the basis of their religion. At all times mentioned in this
4 complaint, Article I, Section 8 of the California Constitution was in full force and effect and binding
5 on Defendants. This law requires Defendants to refrain from disqualifying a person from pursuing
6 employment on the basis of race, color, national origin, or sex.

7 100. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's
8 employment on the basis of religion, were a proximate cause in Plaintiff's damages as stated below.

9 101. The above said acts of Defendants constitute violations of the Government Code and the
10 public policy of the State of California embodied therein as set forth above. Defendants violated these
11 laws by discriminating and retaliating against Plaintiff and terminating Plaintiff's employment in
12 retaliation for exercise of protected rights.

13 102. At all times mentioned in this complaint, it was a fundamental policy of the State of
14 California that Defendants cannot discriminate and/or retaliate against any employee for an individual's
15 religion or complaining about harassment and discrimination due to religion.

16 103. Plaintiff is informed and believes, and based thereupon alleges, that her religion was a
17 proximate cause in Plaintiff's damages as stated below.

18 104. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force
19 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
20 employees who resist participating in, or who disclose reasonable suspicions of, illegal activity or
21 conduct by their employer to a government or law enforcement agency, or to employer itself. Labor
22 Code § 1102.5 reflects the State's broad public policy interest in encouraging workplace
23 "whistleblowers," who may without fear of retaliation report concerns regarding an employer's
24 suspected illegal conduct, irrespective of whether the reporting is made to governmental agencies or to
25 the employer itself, and irrespective of whether the employee's suspicions are correct that the
26 challenged conduct actually violates some law. Indeed, the law in California is that an employee's
27 good faith but mistaken belief in the illegality of their co-workers', supervisor's, and employer's
28 conduct is protected from employer retaliation in the whistle-blowing context.

1 105. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
2 engagement in protected activities under Labor Code § 1102.5 was a proximate cause in Plaintiff's
3 damages as stated below.

4 106. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated
5 by reference.

6 107. The foregoing conduct of Defendants individually, or by and through their officers,
7 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
8 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
9 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such
10 as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
11 punitive damages in an amount appropriate to punish or make an example of Defendants.

12
13 **EIGHTH CAUSE OF ACTION**

14 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**

15 **LABOR CODE §§ 226.7, 512**

16 **AGAINST RELIABLE ENERGY AND DOES 1-20, INCLUSIVE**

17 108. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
18 though set forth in full herein.

19 109. Labor Code § 512 requires employers to provide every employee with an uninterrupted
20 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

21 110. Labor Code § 226.7 requires an employer to provide every employee with an uninterrupted
22 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
23 thereof.

24 111. In the four years last past, Plaintiff regularly worked in excess of 10 hours per day, and
25 was thereby entitled to take, uninterrupted, two 30-minute meal periods and two 10-minute rest periods
26 on each day of work.

27 112. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed
28 to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§ 226.7 and the

1 applicable sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-
2 2001.

3 113. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
4 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently,
5 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
6 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
7 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
8 that Plaintiff was denied such rest periods.

9 114. Plaintiff was frequently deprived of her meal and rest breaks as required by law and
10 estimates that she is owed no less than \$5,097, calculated as follows:

11 115. Between Plaintiff's hire date on December 28, 2021 and the date she last worked, July 26,
12 2022, thirty (30) weeks have elapsed. Plaintiff generally worked five (5) days per week. Thus, the
13 calculation is $30 \times 5 \times \$16.99$ (her hourly rate) $\times 2$ (for both meal and rest periods) = \$5,097.00.

14 116. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
15 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

16 117. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
17 such amounts in the combined amount of \$5,097.00, pursuant to Labor Code § 226.7(b), plus interest
18 thereon and costs of suit.

19
20 **NINTH CAUSE OF ACTION**

21 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**

22 **LABOR CODE §§ 226 ET SEQ.**

23 **AGAINST RELIABLE ENERGY AND DOES 1-20, INCLUSIVE**

24 118. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
25 though set forth in full herein.

26 119. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-
27 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
28 total deductions and net wages earned. An employer who violates these code sections is liable to its

1 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
2 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
3 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code § 226(e)(2), an employee is
4 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
5 at all.

6 120. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
7 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
8 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
9 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
10 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
11 and intentionally, not inadvertently, failed to provide Plaintiff with accurate paystubs reflecting all the
12 wages paid and owing to her. Not one of the paystubs that Plaintiff received complied with Labor Code
13 § 226, and failed to accurately contained the required information.

14 121. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code § 226.

15 122. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
16 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
17 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
18 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
19 Plaintiff's right under Labor Code § 226(b) to review itemized wage statement information by inspecting
20 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
21 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
22 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

23 123. Consequently, Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties
24 in the statutory maximum amount of \$4,000.00, whichever is greater.

25 124. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
26 statutory penalties pursuant to Labor Code § 226, and other applicable provisions, as well as attorneys'
27 fees and costs.

TENTH CAUSE OF ACTION
FOR WAITING TIME PENALTIES

LABOR CODE §§ 201-203
AGAINST RELIABLE ENERGY AND DOES 1-20, INCLUSIVE

125. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

126. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and other compensation due immediately upon termination or within 72 hours of resignation, as required. These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§ 201-203.

127. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§ 201-203.

128. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and more than \$4,077.60 in wait time penalties, calculated based on a daily average wage of \$135.92, times 30 days (i.e., $\$135.92 \times 30 \text{ days} = \$4,077.60$).

129. Based on Defendants' conduct as alleged herein, Defendants are liable for \$4,077.60 in statutory penalties pursuant to Labor Code § 203 and other applicable provisions, as well as attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION
FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
ON BEHALF OF ALL AGGRIEVED EMPLOYEES
AGAINST ALL DEFENDANTS, AND DOES 1-20, INCLUSIVE

130. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

131. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of herself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

132. Plaintiff is an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against the Classes, as previously pleaded in this Complaint.

133. On October 6, 2022, and more than 63 calendar days before filing this Complaint, Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a) by citing the specific provision of the Labor Code alleged to have been violated, including the facts and theories sufficient to support the alleged violations.

134. Here, Plaintiff's civil action alleges violations of provisions listed in Labor Code §2699.5 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor Code §2699.3(a) and §2699.3(c) apply to this action.

135. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

136. Further, as of the filing of this Complaint, Plaintiff has not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiff has complied with Labor Code §2699.3(c) and have been given

1 authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor
2 Code §2699.

4 **PENALTIES**

5 137. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code
6 that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
7 Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such
8 civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved
9 employee on behalf of himself or herself and other current or former employees) and Labor Code
10 §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which
11 a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil
12 penalties, as follows:

13 a. As applicable, civil penalties under Labor Code §2699(f), for all violations of the
14 Labor Code except for those for which a civil penalty is specifically provided, in the amount of one
15 hundred dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two
16 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and

17 b. As applicable, civil penalties under Labor Code §558 (in addition to and entirely
18 independent and apart from any other penalty provided for in the Labor Code), for violations of Labor
19 Code §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the
20 aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and
21 \$100 for each subsequent violation for each underpaid employee for each pay period for which the
22 employee was underpaid; and also an additional amount sufficient to recover under paid wages as
23 penalties, with all wages recovered pursuant to Labor Code §557 paid to the aggrieved employees;

24 c. As applicable, civil penalties under Labor Code §1197.1 (in addition to and
25 entirely independent and apart from any other penalty provided in the Labor Code) for violations of Labor
26 Code §§1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay
27 period the aggrieved employee was intentionally underpaid in addition to an amount sufficient to recover
28 underpaid wages, and \$250 for each subsequent violation for each underpaid aggrieved employees

1 regardless of whether the initial violation was intentionally committed in addition to an amount sufficient
2 to recover underpaid wages, with all wages recovered pursuant to Labor Code §1197.1;

3 d. As applicable, civil penalties under Labor Code §210 (in addition to and entirely
4 independent and apart from any other penalty provided in the Labor Code), for each employee who is/was
5 not paid wages in accordance with Labor Code §§201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5,
6 in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial
7 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

8 e. As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely
9 independent and apart from any other penalty provided in the Labor Code), for each violation of Labor
10 Code §221, in the amount of \$100 for each aggrieved employee per pay period for each violation; and
11 \$200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of the
12 amount unlawfully withheld;

13 f. As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely
14 independent and apart from any other civil penalty provided in the Labor Code), for each violation of
15 Labor Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation
16 and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

17 g. As applicable, civil penalties under Labor Code §§203 and/or 256 (in addition to
18 and entirely independent and apart from any other penalty provided in the Labor Code), for any aggrieved
19 employee who was discharged or quit, and was not paid all earned wages at termination in accordance
20 with Labor Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one day of pay,
21 at the same rate, for each day that he or she was paid late, until payment was/is made, up to a maximum
22 of thirty (30) days; and

23 h. As applicable, any and all additional applicable civil penalties and sums as
24 provided by the Labor Code and/or other relevant statutes.

25 138. In addition, Plaintiff seeks and is entitled to seventy-five percent (75%) of all penalties
26 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and
27 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)
28 to the aggrieved employees.

1 139. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
2 recovery of pre-judgment interest on all amounts recovered herein.

3 140. Further, Plaintiff is entitled; to recover reasonable attorneys' fees and costs pursuant to
4 Labor Code §§2699(g)(1) and any other applicable statute.

5
6 **TWELFTH CAUSE OF ACTION**
7 **FOR UNFAIR BUSINESS PRACTICES**
8 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
9 **AGAINST RELIABLE AND DOES 1-20, INCLUSIVE**

10 141. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
11 though set forth in full herein.

12 142. Defendants' violations of 8 Code of Regulations §11050, Industrial Welfare Commission
13 Order No. 5-2001, Labor Code §§ 200, 201, 203, 204, 210, 221, 223, 225.5, 226, 226.3, 226.7, 248.5,
14 510, 558, 1102.5, 1174, 1194 and 1194.2, 2699, and other applicable provisions, as alleged herein,
15 including Defendants' failure and refusal to pay minimum wages, overtime wages, Defendants' failure
16 to provide meal and rest breaks, Defendants' failure to provide timely and accurate wage and hour
17 statements, Defendants' failure to pay compensation due in a timely manner upon termination or
18 resignation, and Defendants' failure to maintain complete and accurate payroll records for the Plaintiff,
19 constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

20 143. As a result of Defendants' unfair business practices, Defendants have reaped unfair
21 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
22 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

23 144. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
24 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
25 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
26 Plaintiff.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount of
3 no less than 500,000, according to proof, based on the following:

4 As to the First, Second, Third, Fourth, Fifth, and Seventh Causes of Action for FEHA Violations, Labor
5 Code § 1102.5 Violations, and Wrongful Termination:

6 1. For a money judgment representing compensatory damages including lost wages,
7 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,
8 together with interest on these amounts; for other special damages; and for general damages for mental
9 pain and anguish and emotional distress and loss of earning capacity;

10 2. For prejudgment interest on each of the foregoing at the legal rate from the date the
11 obligation became due through the date of judgment in this matter;

12 3. For punitive damages, pursuant to Civil Code § 3294 in amounts sufficient to punish
13 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

14 4. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
15 condemning Defendants' discriminatory practices;

16 5. For injunctive relief barring Defendants' discriminatory employment policies and
17 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

18 As to the Sixth Cause of Action for Declaratory Judgment:

19 6. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
20 condemning Defendant's discriminatory practices;

21 As to the Eighth Cause of Action for Failure to Provide Meal and Rest Periods:

22 7. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
23 in the amount of no less than \$5,097.00;

24 As to the Ninth Cause of Action for Failure to Provide Itemized Wage and Hour Statements:

25 8. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

26 As to the Tenth Cause of Action for Waiting Time Penalties:

27 9. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
28 than \$4,077.60;

1 As to the Eleventh Cause of Action for Penalties Pursuant to Labor Code §2699:

2 10. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely
3 independent and apart from other penalties in the Labor Code and for Labor Code violations without a
4 specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each
5 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

6 11. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent
7 and apart from other penalties in the Labor Code, as follows:

8 a. For any violation, fifty dollars (\$50) for each aggrieved underpaid employee for each
9 pay period for which the employee was underpaid, and an additional penalty amount
10 sufficient to recover the underpaid wages;

11 b. For each subsequent violation, one hundred dollars (\$100) for each aggrieved
12 underpaid employee for each pay period for which the employees was underpaid, and
13 an additional penalty amount sufficient to recover the underpaid wages; and

14 c. For these amounts to be paid to the aggrieved employees;

15 12. For civil penalties under Labor Code §1197.1, in addition to and entirely independent and
16 apart from any other penalty provided in the Labor Code, for each violation of Labor Code §1197, in the
17 amount of \$100 for each aggrieved employee per pay period for each violation and \$250 for each
18 aggrieved employee per pay period for each subsequent violation;

19 13. For civil penalties under Labor Code §210, in addition to and entirely independent and
20 apart from any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved
21 employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for
22 each subsequent violation;

23 14. For civil penalties under Labor Code §225.5, in addition to and entirely independent and
24 apart from any other penalty provided in the Labor Code, for each violation of Labor Code §221, in the
25 amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each
26 aggrieved employee per pay period for each subsequent violation;

27 15. For civil penalties under Labor Code §226.3, in addition to and entirely independent and
28 apart from any other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved

1 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for
2 each subsequent violation;

3 16. For civil penalties under Labor Code §§203 and/or 256, in addition to and entirely
4 independent and apart from any other penalty provided in the Labor Code, in the amount of one day of
5 pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination,
6 until payment was/is made, up to a maximum of thirty (30) days;

7 17. For prejudgment interest on all amounts recovered herein pursuant to Labor Code §218.6,
8 Labor Code §1194(a), and/or Civil Code §3287;

9 18. For reasonable attorneys' fees and costs incurred pursuant to Labor Code §2699(g)(1) and
10 any other applicable statute; and

11 19. For such relief as this Court may deem just and proper, including reasonable attorneys'
12 fees and costs incurred;

13 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
14 amount according to proof, as follows:

15 As to the Twelfth Cause of Action for Unfair Business Practices:

16 20. For an accounting, under administration of Plaintiffs and/or the receiver and subject to
17 Court review, to determine the amount to be returned by Defendants, and the amounts refunded to the
18 "aggrieved employees" who are owed monies by Defendants;

19 21. For injunctive relief compelling Defendants to report to federal and state authorities,
20 wages earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer
21 matching funds, unemployment premiums, social security, Medicare, and workers' compensation
22 premiums, all this in an amount according to the proof;

23 22. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
24 conduct, and failure to pay wages and other compensation in accordance with the law;

25 As to All Causes of Action:

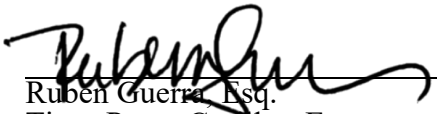
26 23. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
27 Code, Civil Code §1021.5, and/or any other basis;

28 24. For post-judgment interest; and

1 25. For any other relief that is just and proper.

2
3 DATED: April 14, 2023

GUERRA & CASILLAS LLP

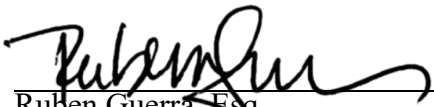
4
5 By: 
6 Ruben Guerra, Esq.
7 Tizoc Perez-Casillas, Esq.
8 Attorneys for Plaintiff
9 ASMA EL BOUJAMATI-STRICKLIN

10 **JURY TRIAL DEMANDED**

11 Plaintiff demands trial of all issues by jury.

12
13 DATED: April 14, 2023

GUERRA & CASILLAS LLP

14
15 By: 
16 Ruben Guerra, Esq.
17 Tizoc Perez-Casillas, Esq.
18 Attorneys for Plaintiff
19 ASMA EL BOUJAMATI-STRICKLIN