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

SANAZ DARGAHI,

Plaintiff,

vs.

LLOYDS MANUFACTURING SERVICES INC.)
dba CAL SPAS, CASEY DEAN LOYD,
MONICA FITA and DOES 1-50

Defendants.

Case No.: 22STCV40936

Assigned to: Hon. Malcolm Mackey Dept.: 55

**FIRST AMENDED COMPLAINT FOR
DAMAGES FOR:**

1. **Unpaid Missed Rest Breaks** (*Labor Code Section 226.7 and IWC Wage Order No. 4-2001 section 12*);
2. **Unpaid Missed Meal Breaks** (*Labor Code Sections 226.7 and 512*);
3. **Failure to Pay All Overtime Wages Earned** (*Labor Code Sections 510 and 1194*);
4. **Failure to Pay Minimum Wage and Pay for all Wages Earned** (*Labor Code Section 204, 1194, 1194.2, 1197, 1197.1*);
5. **Failure to Maintain Accurate Payroll Records** (*Labor Code Sections 226(a) and 1174 and § 1198.5*);
6. **Failure to Reimburse Required Business Expenses** (*Labor Code section 2802*);
7. **Failure to Pay Wages Upon Separation** (*Labor Code Sections 201 – 203*);
8. **Unlawful Discrimination Based on Violation of California Government Code § 12940 et seq.**;
9. **Unlawful Sexual Harassment Based on Cal. Gov. Code § 12940(j)**;
10. **Wrongful Termination in Violation of Public Policy**;

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11. Violation of *California Government Code § 12940(h)* Wrongful Termination-Retaliatory Termination;
 12. Violation of *California Government Code § 12940 (m)* – Wrongful Termination Failure to Accommodate;
 13. Violation of *California Government Code § 12940 (n)* – Wrongful Termination Failure to Engage in the Interactive Process;
 14. Failure to Allow Medical Leave, Violation of California Family Rights Act (*CFRA*);
 15. *Failure To Provide Workers’ Compensation Coverage*;
 16. Unlawful Discrimination/Termination Based on *Cal. Labor Code § 1102.5*;
 17. Violation of California Business and Professions Code §17200, *et seq.*;
 18. Assault and Battery;
 19. Intentional Infliction of Emotional Stress;
 20. Negligent Infliction of Emotional Stress;
 21. Civil Penalties Pursuant to *Labor Code § 2699 (PAGA penalties)*;

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFF, SANAZ DARGAHI, and alleges as follows:

(The allegations in this Complaint, stated on information and belief, have evidentiary support and/or are likely to have more evidentiary support after reasonable opportunity for further investigation and discovery.)

NATURE OF THE ACTION

1. Defendant, LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS is operating and managing business in Los Angeles County, California.

2. During the relevant timeframe, Plaintiff, SANAZ DARGAHI, was employed by Defendants, LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS and CASEY DEAN LOYD.

3. Defendant LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS is operating and managing business in Los Angeles County, California.

4. During the relevant timeframe, Defendant, CASEY DEAN LOYD, was the sole owner of Defendant, LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS.

5. During the relevant timeframe, Defendant Monica Fita was the partner (fiancée) of CASEY DEAN LOYD.

6. This action for relief arises from Defendant LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS failure to provide off-duty rest and meal breaks as required by law; failure to compensate Plaintiff at the required rate for each occasion in which Defendants failed to provide rest and meal breaks; failure to pay overtime wages and for all hours worked; failure to keep accurate payroll records, such that Plaintiff was given wage statements that did not accurately reflect all the hours worked and all wages earned; failure to timely pay all wages due upon separation; failure to pay the minimum wage and all wages earned; and failure to accommodate and engage in the interactive process, unlawful discrimination and wrongful and retaliatory termination due to her medical condition, work injuries, age and the fact she was sexually harassed by Defendant CASEY DEAN LOYD.

7. Defendant Monica Fita, intentionally and negligently inflicted stress and emotional pain on Plaintiff by making threats against her and calling her names such as “whore” when in fact it was her fiancée, Defendant CASEY DEAN LOYD, the owner of the corporation Plaintiff was working for, who was abusing his power and position, sexually harassing Plaintiff. Defendant Fita continued her campaign of harassing and threatening Plaintiff and ultimately was one of the reasons Plaintiff was terminated as of December 29, 2021. Attached as **Exhibit “A”** is part of her texts to Plaintiff.

THE PARTIES

8. Plaintiff, SANAZ DARGAHI, is a resident of California.

9. Defendants LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS at all times mentioned herein, was the employer whose employees worked for throughout the Los Angeles County in the State of California.

10. The true names and capacities, whether individual, corporate, associate or otherwise of each of the Defendants designated herein as a DOE are unknown to Plaintiff at this time, who therefore, sues said Defendants by fictitious names, DOES 1 to 50, and will ask

1 leave of this Court for permission to amend this Complaint to show their names and
2 capacities when the same have been ascertained. Plaintiff is informed and believes and
3 thereon alleges that each of the Defendants designated as a DOE is legally responsible in
4 some manner for the events and happenings herein referred to, and caused injuries and
5 damages thereby to Plaintiff as herein alleged.

- 6 11. Unless otherwise individually referred to, whenever, in this Complaint, reference is made
7 to "Defendants," such reference shall refer to all Defendants.
- 8 12. Plaintiff, on information and belief and based upon such basis, alleges that at all times
9 herein mentioned, each of the Defendants was acting as the agent, servant, employee of
10 each of the other Defendants, within the scope of said agency and employment.
- 11 13. During the times and places of the incident in question, Defendants, and each of them,
12 their agents, servants and employees became liable to Plaintiff for the reasons described
13 in the complaint herein, and thereby proximately caused Plaintiff to sustain damages as
14 set forth herein.
- 15 14. Plaintiff, on information and belief and based upon such basis, alleges that all Defendants
16 carried out a joint scheme, business plan or policy in all respects pertinent hereto and all
17 acts and omissions herein complained of were performed within the course and scope of
18 said employment, service, agency, common scheme, plan and/or policy.
- 19 15. Plaintiff, on information and belief and based upon such basis, alleges that Defendants'
20 founders, owners, shareholders, executive officers, managers, and supervisors directed,
21 authorized, ratified and/or participated in the conduct that gives rise to the claims asserted
22 herein and derived personal financial benefit from such conduct at the expense of
23 Plaintiff.

24 **JURISDICTION AND VENUE**

- 25 16. This Court has jurisdiction over this action pursuant to California *Code of Civil*
26 *Procedure* § 410.10. The damages exceed the jurisdictional minimum of this Court.
- 27 17. Venue is proper in this Court, pursuant to California *Code of Civil Procedure* § 395.5
28 because the incidents complained of occurred in Los Angeles County, California.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTIONS

18. Plaintiff is informed and believes that Defendants LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS and CASEY DEAN LOYD own, manage, and/or operate LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS in Los Angeles County, located at 1462 E 9th St, Pomona, California, 91766. Plaintiff worked at this location. They are referred to as Defendant-employer.
19. Defendants LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS and CASEY DEAN LOYD employed Plaintiff as a non-exempt hourly employee beginning in 2017. Plaintiff was employed as a website developer/designer. Plaintiff earned \$30.76 per hour and worked five days per week, from 8:00 a.m. to 4:30 and sometimes up to 5:00 p.m. Defendants failed to pay Plaintiff overtime wages at the legal rates of pay for all overtime hours worked.
20. During the relevant timeframe, Plaintiff worked shifts of over four hours, and was not given a ten-minute, uninterrupted rest break for each such shift. Plaintiff occasionally worked during the rest periods either under the direction and supervision of Defendants, or with Defendants' knowledge and consent. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff to take all of her rest breaks.
21. During the relevant timeframe, Plaintiff worked shifts of over five hours, and occasionally was not given a thirty-minute, uninterrupted meal break for each such shift. Plaintiff worked during the meal periods either under the direction and supervision of Defendants, or with Defendants' knowledge and consent. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff to take her meal breaks. Plaintiff was required by Human Resources department, HR, to clock out for meal period, appearing on paper and time sheets that she was on her meal break, when in reality her workload required her to stay at her workstation and work during her breaks.
22. Defendant-employer failed to compensate Plaintiff at the required rate for each occasion in which Defendants failed to provide rest and meal breaks. As such, Defendant-employers failed to pay for all the hours worked and all wages earned by Plaintiff.

- 1 23. Defendant-employer failed to maintain accurate payroll records, such that Plaintiff was
2 given wage statements that did not accurately reflect her true compensation and all the
3 hours worked.
- 4 24. Defendant-employer did not issue an accurate final paycheck to Plaintiff in accordance
5 with the timeframes prescribed by law.
- 6 25. Plaintiff developed health problems, as well as work-related injuries, during her
7 employment.
- 8 26. When Plaintiff was hired, she was healthy and 38 years old. Unfortunately she was
9 diagnosed with advanced aggressive breast cancer in June of 2020, necessitating radical
10 mastectomy, removal of all lymph nodes and subsequent chemotherapy and radiation.
11 When she had the mastectomy surgery, with lymph nodes removal, Defendant-employer,
12 LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS, did not allow her
13 any sick time and no medical leave whatsoever, demanding her to immediately return to
14 work and she was forced to return to work after only 3 days of going under a double
15 mastectomy, lymph node removal, on 7/1/2020, a 4 hour surgery. (she was forced to use
16 her vacation time, which was only 3 days, for recuperation.) Plaintiff was not allowed to
17 take any medical leave to recover from such a heavy operation. Having to work right
18 after the surgery, using computer keyboard, sitting in a chair, and looking at the computer
19 screen at least 8 hours a day, took its toll on her body, causing work injuries of severe
20 back and neck injury, right hand injury and shoulder injury.
- 21 27. Not only Plaintiff had to go through the pain of recovering from surgically removing both
22 of her breasts while working full time, she also developed right sided lymphedema which
23 became worse while doing her job since her tasks caused her right hand to be swelled up
24 and was extremely painful. Defendant-employers refused to accommodate Plaintiff
25 despite receiving a letter from Plaintiff's doctor on April 2021, which stated Plaintiff
26 needed to undergo another operation for Lymphedema bypass hand surgery.
- 27 28. There are about 5 surgeons in the US who perform lymphedema bypass hand surgery and
28 Dr. Ketan Patel from Keck hospital at USC was one of them (Director of Center for
Advanced Lymphedema Treatment and Surgery), but Plaintiff's HMO would not cover
his fees. Plaintiff indeed needed to change her HMO (with healthnet) to PPO in order to

1 be able to get the required hand surgery, but Defendant-employer HR refused to
2 accommodate her and help her change her HMO insurance to PPO.

3 29. After 7/1/2020 surgery, Plaintiff needed to go through radiation and chemotherapy
4 besides the need for more surgery (breast reconstruction and hand surgery). In order to
5 have the right insurance company to cover both radiation/chemotherapy and also the
6 needed operations, Plaintiff requested Defendant-employer to switch her coverage from
7 HMO to PPO. There was PPO open access option that Plaintiff was informed about by
8 HR. Defendant-employer had certain deadline if employees wanted to change their health
9 insurance companies and Plaintiff timely sent her request to the Defendant-employer,
10 LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS, before the deadline.
11 However, Defendant-employer intentionally, ignored her change request form, and
12 renewed her insurance policy to be the same as before, which was HMO.

13 30. Plaintiff kept calling and emailing HR at Defendant-employer, and begged them to help
14 her change for PPO coverage instead of HMO but they just ignored her requests, but
15 after a long time and too many phone calls and emails which stressed Plaintiffs
16 tremendously, finally Defendant-employer changed her health insurance Open Access
17 insurance that they had told Plaintiff it was PPO but did not do that correctly and
18 changed it without her primary doctor's name and therefore, the health insurance
19 company Healthnet, randomly assigned Plaintiff to another doctor, but because her
20 radiation oncologist should have been in the same group as the primary Doctor, with
21 the newly random assigned primary doctor, Plaintiff could not continue her radiation
22 therapy with the radiation oncologist and she missed two sessions that were indeed
23 very high risk for her health, given she was going through cancer treatment. This
24 omission mentally and emotionally was taxing on her.

25 31. Prior to September 2021, after struggling for a long time with the Defendant-employer
26 HR, and after Defendant-employer failing to get her correct health insurance coverage,
27 Plaintiff was successful to obtain PPO health insurance coverage in order to schedule a
28 second set of surgery for September 2021, for breast reconstruction and hand surgery,
lymphedema. In order to have the surgery and recover from it, Plaintiff requested
Defendant-employer for Medical Leave (CFRA) but was given only 4 weeks off (plus
another 2 weeks after Plaintiff insisted to get more recovery time) and she was told by

1 HR that if she asked for a longer time off, she would not have a job to return to, despite
2 the fact that under federal FMLA and California CFRA, employers with five or more
3 workers must provide eligible employees with up to 12 weeks of unpaid, job-protected
4 leave over a 12-month period for certain qualifying reasons. Those reasons include: an
5 employee's own serious health condition.

6 32. Defendant-employer, LLOYDS MANUFACTURING SERVICES INC. dba CAL
7 SPAS, systematically had a problem with Plaintiff's requests to go to her doctors'
8 appointments and sometimes Plaintiff had to skip her doctors and scan appointments,
9 which was really dangerous for her health but she did not have any choice but to comply
10 with HR demands since Plaintiff was desperate to keep her job. Such conduct emotionally
11 impacted Plaintiff due to her aggressive cancer.

12 33. Once Plaintiff was diagnosed with cancer, Defendant-employer, LLOYDS
13 MANUFACTURING SERVICES INC. dba CAL SPAS, systematically harassed her to
14 force her to quit. One of the ways they harassed Plaintiff was not allow her assigned
15 parking spot to be available for her parking purposes which was extremely stressful for
16 her, especially in the morning when she needed to punctually show up at her job.

17 34. Plaintiff underwent a 14 hour surgery on 9/14/2021, for Lymphedema bypass hand
18 surgery and breast reconstruction: Deep Inferior Epigastric Perforator, DIEP
19 (pronounced like deep) flap, is a type of reconstruction that uses a woman's own tissue
20 to create a new breast after a mastectomy. The surgery required a deep cut under her belly
21 to remove tissues from Plaintiff's own body to reconstruct her breasts. Thereafter, she
22 rested for 4 weeks and returned to work on 10/15/21. Given the fact that the surgery
23 lasted 14 hours, and she was in ICU for 3 days and then admitted in the hospital for 7
24 days, Plaintiff was really in need of maximum recovery medical leave period of time per
25 CFRA in order to fully recuperate from this heavy procedure. Plaintiff did inform
26 Defendant-employer that she had to use a walker to be able to walk after the surgery and
27 when she returned to work on 10/15/21, physically and emotionally she was in bad shape,
28 could not walk without the walker or stand erect and could not resume her job duties.
Therefore, she asked Defendant-employer, for more time off, but she was refused and
was told by HR that she had to bring a note from her doctor that she could resume her
job, otherwise, she would be terminated. Defendant-employer totally ignored Plaintiff's

request for a longer medical leave despite the clear and visible disability of the Plaintiff, not even able to walk since the surgery required the removal of her under belly's tissue.

35. Since Plaintiff was demanded by Defendant-employer HR to get a letter from her doctor that she had no restriction and the fact that Plaintiff could not get it from her treating doctor/surgeon who had instructed her to rest for a long time after the surgery of September 2021, Plaintiff begged the Physician Assistant to give a note to her in order to save her job.

36. After Plaintiff was successful to get the note from the Physician Assistant, she resumed her full time job as of 11/1/2021, despite the fact that she needed more time to recover from the 14 hour surgery. Nevertheless, in less than two months, employer discriminated against her and terminated her on 12/29/21, in order not to deal with her medical condition and disability claim and any further surgeries, and retaliated against her for having requested time off during 2020-2021 for the two surgeries, chemotherapy and radiation and also for having complained to the Vice President (Karen Hansen) about HR abusive treatment of her, ignoring her need to receive treatment for her medical condition and her need for accommodation for her right hand and other work related injuries. (Plaintiff indeed needed and underwent more surgeries in 2022.) Unbeknownst to Plaintiff, Defendant-employer insisted upon the "no restriction" note from doctor, in order to terminate Plaintiff. However, it is clear that Defendant-employer terminated Plaintiff due to her ongoing battle with breast cancer.

37. Prior to 12/29/21, while Plaintiff was performing her job duties and dealing with her cancer treatment, Defendant-employer asked Plaintiff's manager Kile Do, to fire her and they put him under pressure to give Plaintiff hard projects to exhaust Plaintiff to make her quit her job. But Mr. Do was reluctant and left his job. The replacement manager, Erick Canonizado, was also asked the same but he also refused to fire Plaintiff but gave Plaintiff heads up to watch out and told her that Defendant-employer was looking for any excuse to terminate her. After warning Plaintiff, Erick Canonizado found another job and left the company. The last supervisor was Plaintiff's colleague, Amin Mirzakhani, who was promoted by Defendant-employer, who informed Plaintiff that he also was put under pressure to fire Plaintiff. Plaintiff's supervisors were feeling

bad to have to fire her knowing she was being fired due to her having cancer and due to owner's personal reasons.

38. Plaintiff's Supervisor Amin Mirzakhani signed the terminating papers for Plaintiff and told Plaintiff that he had to do it in order to save his own position. During the year 2021, Plaintiff was in the process of buying a house and begged Amin and HR and also owner of Defendant-employer to give her 2 more days to close the escrow for her house but they refused and she lost the low interest loan she could have obtained (and was already authorized) due to the fact that she had a full time job since 2017.
39. Ironically, just a few days before terminating her, Amin Mirzakhani had told Plaintiff not to use her approved vacation time, which Plaintiff had already received approval from previous manager, Erick Canonizado, and had allocated the time to go to doctors' appointments and scanning appointments. Amin Mirzakhani reasoned that Human Resources (HR) was going to terminate Plaintiff if she was going to take her vacation given the fact that she was out for several weeks after 9/14/21 surgery. Plaintiff told Amin that these doctor appointments and scans were really important for her health to monitor her recovery from cancer and response to the treatment but given Amin's warnings, Plaintiff was forced to skip some of her important doctor appointments, not knowing that no matter how much she bent to please Defendants, she would still get terminated on 12/29/2021.
40. During the same time when Plaintiff was dealing with her health crisis, the owner of Lloyds Manufacturing Services, Defendant Casey Dean Loyd, was making passes at her and sexually harassing Plaintiff left and right and asking her to send him beautiful pictures of herself with a smile on her face. Defendant Casey Dean Loyd, would drop by at Plaintiff's work station and would bend down to look at Plaintiff's legs when she was wearing skirts. On several occasions, he forced himself upon Plaintiff's body, grabbing her and putting his arms around her shoulders and/or her waist, hugging her.
41. When Defendant Casey Dean Loyd was at Plaintiff's work station, he would repeatedly stare at Plaintiff for long periods of time and looked up and down Plaintiff's body. He stared at Plaintiff's breasts and buttocks, making her very uncomfortable.
42. Plaintiff, a good looking young woman and a recent immigrant from Iran, having been subjected to uncalled passes by men in Iran where women have no voice, was fearful that

1 if she totally rejected the passes of Casey Dean Loyd, the owner of the company, she
2 would lose her job and since she really needed that job, given the fact that she needed the
3 insurance coverage for her cancer treatment in 2020 when it was diagnosed and the fact
4 that she is a single mother of a 9 year old daughter who needed her mother, and the fact
5 that Plaintiff was looking to buy a house and needed her full time job in order to get an
6 affordable home loan, Plaintiff obliged and kept sending her pictures to Defendant Casey
7 Dean Loyd, hoping that sending him pictures of herself and her 9 year old daughter would
8 deter Defendant Casey Dean Loyd from pursuing her further. She even kept sending
9 Casey Dean Loyd pictures of her bald head due to chemotherapy in order to come across
10 undesirable and avoid his further pursuit. But at the same time, she also reciprocated and
11 responded to Casey Dean Loyd's texts in order to appease him so she could keep her job.

12 43. To add insult to injury, a lady named Monica Fita, Defendant here, apparently
13 girlfriend/fiancée of Defendant Casey Dean Loyd, kept contacting Plaintiff during 2020-
14 2021 and threatened her with serious harm, calling Plaintiff names such as "Persian
15 whore" for Plaintiff complying with Casey Dean Loyd's demands to send him pictures
16 of herself. In her texts, Defendant Monica Fita, admitted that Casey Dean Loyd was a
17 pervert who was flirting with many women. Plaintiff was aware of that since she had
18 heard Defendant Casey Dean Loyd was with other women at her employment place, but
19 was still afraid not to respond to the texts and requests of the owner of the company. She
20 was desperate to keep her job to get treatment for her cancer in 2020 and then in 2021
21 when her ex-husband asked family court for sole custody of her daughter, based on the
22 reason that Plaintiff could not take care of their daughter, Plaintiff needed to maintain
23 her job to prove to the family court that she was capable to maintain her job and therefore,
24 could still keep shared custody of her daughter. Plaintiff was also in process of buying a
25 house in 2021 and needed the job security to close the escrow.

26 44. Defendant Monica Fita was aware of Plaintiff being an employee of Defendant Casey
27 Dean Loyd and admitted that he was a violent and aggressive man since she sent Plaintiff
28 pictures of her injuries in the hands of Casey Dean Loyd but still blamed Plaintiff, a
helpless cancer patient/employee, for inappropriate and sexual harassment acts of Casey
Dean Loyd. Fita's admission that Casey Dean Loyd was a violent man only scared

1 Plaintiff even more to remain passive and pretend in welcoming the texts of Casey Dean
2 Loyd so he would not harm her or fire her.

3 45. Plaintiff informed Defendant Casey Dean Loyd about Monica Fita's threats, calls and
4 texts. Defendant Casey Dean Loyd ordered Plaintiff to block Monica Fita's number,
5 however, Monica Fita was using other phone numbers (no caller ID) to call and harass
6 and threaten Plaintiff. Attached as **Exhibit "A"** is part of her texts to Plaintiff.

7 46. Ultimately, on 12/29/21, Casey Dean Loyd, fired Plaintiff after he had figured out that
8 she did not want to have sexual relations with him but only she was appealing him to
9 keep her job.

10 47. Plaintiff has sustained serious damages. She was emotionally tortured by both individual
11 Defendants Casey Dean Loyd and Monica Fita. She was jobless
12 from December 30, 2021, until August 22, 2022. She also was in middle of purchasing a
13 house and her home loan was to be approved for 2.85% interest at the end
14 of December 2021 but since she got fired, the US Bank refused to give her that low
15 interest rate home loan and her agent instead found an investment loan of 6.37% instead
16 of 2.85%. (Prior to 12/29/21, the low interest loan was already approved with 2.85%
17 APR and was ready for Plaintiff upon bank's verification of
18 her employment with the Defendant-employer but when US Bank learned that she was
19 fired, they refused to finalize the low interest loan for her.) Moreover, the escrow closing
20 costs for Plaintiff's purchase jumped from \$6k to \$29k.

21 48. Having to put up with the owner's sexual advances, going through cancer treatment,
22 dealing with Monica Fita's threats, and ultimately losing her job, and losing the low
23 interest loan, caused Plaintiff to seek and continue therapy and was prescribed
24 antidepressants in order for her to be able to manage her depression, stress, anxiety and
25 insomnia.

26 49. Plaintiff was entitled to place workers compensation claim (WC) but HR refused to place
27 a WC claim for the Plaintiff. Defendant-employer conveniently and illegally, did not
28 offer Plaintiff WC forms, insurance information and coverage despite her work injuries
and failed to allow medical leave despite the fact that Plaintiff was entitled to FMLA for
her medical condition and injuries.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

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50. Prior to initiating this lawsuit, Plaintiff complied with the requirement to make a claim and complaint against each named Defendant with the California Department of Fair Employment and Housing (“DFEH”) pursuant to section 19200, *et seq.*, of the California Government Code, alleging the claims described in this complaint. The DFEH issued a “right to sue” letter for Plaintiff on December 17, 2022. It was amended on December 29, 2022. A true and correct copy of the administrative complaint and “right to sue letter” is attached hereto as **Exhibit “B”**. The action is filed within one year of the date that the DFEH issued its right to sue letter.

FIRST CAUSE OF ACTION

Violation of Labor Code §§ 226.7(a) and IWC Wage Order No. 4-2001 section

12 – Unpaid Missed Rest Breaks

((By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS and Does 1-50))

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51. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set forth in prior and subsequent paragraphs of this Complaint.
52. At all times herein set forth, Labor Code section 218 authorizes an employee to sue directly for any wages or penalty due to him or her under this article of the Labor Code.
53. At all times herein set forth, Labor Code section 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC.
54. The language of IWC Wage Order No. 4-2001 section 12 (A) relating to rest periods tracks the language of the Labor Code. (*Code of Regulations*, title 8, section 11070, subd. 11.), which states: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deductions from wages”.

- 1 55. During the relevant time period, Plaintiff worked more than three and one-half (3 ½)
2 hours per workday, and occasionally was not allowed to take paid rest breaks that she
3 was legally entitled to pursuant to IWC Wage Order No. 4-2001 section 12.
4 56. Defendants' conduct, as alleged herein, violates IWC Wage Order No. 4-2001 § 12 and
5 Labor Code § 226.7(a), which provides that no employer shall require any employee to
6 work during any rest period mandated by an applicable order of the IWC.
7 57. Pursuant to Labor Code section 226.7(b), and IWC Wage Order No. 4-2001 section 12
8 (B), Plaintiff is entitled to recover from Defendants one (1) additional hour of pay at
9 Plaintiff's regular rate of compensation for each work day that a rest period was not
10 provided, for a three-year statutory period dating back from the date of the
11 commencement of this action.
12 58. Pursuant to Labor Code section 558, Plaintiff is entitled to fifty dollars (\$50.00) for each
13 pay period for which she was underpaid in addition to an amount sufficient to recover
14 underpaid wages and for each subsequent violation, one hundred dollars (\$100.00) for
15 each pay period for which she was underpaid in addition to an amount sufficient to
16 recover underpaid wages.

17 **SECOND CAUSE OF ACTION**

18 **Violation of Labor Code §§ 226.7(a) and 512 – Unpaid Missed Meal Breaks**

19 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
20 *CAL SPAS and Does 1-50)*

- 21 59. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
22 allegations set forth in prior and subsequent paragraphs of this Complaint.
23 60. At all times herein set forth, Labor Code section 218 authorizes employees to sue directly
24 for any wages or penalty due to them under this article of the California Labor Code.
25 61. At all times herein set forth, Labor Code section 226.7 provides that no employer shall
26 require an employee to work during any meal period mandated by an applicable order of
27 the IWC.
28 62. At all times herein set forth, Labor Code section 512(a) provides that an employer may
not employ an employee for a work period of more than five (5) hours per day without
providing the employee with a meal period of not less than thirty (30) minutes, except

- 1 that if the total work period per day of the employee is not more than six (6) hours, the
2 meal period may be waived by mutual consent of both the employer and the employee.
- 3 63. At all times herein set forth, Labor Code section 512(a) further provides that an employer
4 may not employ an employee for a work period of more than ten (10) hours per day
5 without providing the employee with a second meal period of not less than thirty (30)
6 minutes, except that if the total hours worked is no more than twelve (12) hours, the
7 second meal period may be waived by mutual consent of the employer and the employee,
8 only if the first meal period was not waived.
- 9 64. The language of applicable IWC Order, section 11 relating to meal periods tracks the
10 language of the Labor Code. (*Cal. Code Regs.*, tit. 8, section 11090, subd. 11.)
- 11 65. Defendants fostered a work environment where the taking of uninterrupted thirty (30)
12 minute meal breaks by its employees was essentially prohibited because Defendants were
13 more concerned about their profit margin, than its own employees' welfare. As such,
14 frequently Plaintiff could not take her thirty (30) minute uninterrupted meal breaks
15 without the risk of being reprimanded or terminated given her workload required her to
16 work during the meal periods.
- 17 66. Because Defendant-employer failed to afford proper meal periods, they are liable to
18 Plaintiff for one hour of additional pay at the regular rate of compensation for each
19 workday that the proper meal periods were not provided, pursuant to Cal. Labor Code
20 Section 226.7(b) and applicable IWC wage order, Section 11(B).
- 21 67. By violating Cal. Labor Code Section 226.7 and 512, and applicable wage order, Section
22 11, Defendants are also liable to Plaintiff for reasonable attorneys' fees and costs under
23 Cal. Labor Code Section 218.5.

THIRD CAUSE OF ACTION

Failure to Pay All Overtime Wages Earned, in violation of Labor Code Sections 510 and 1194

(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba CAL
SPAS and Does 1-50)

- 27 68. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
28 allegations set forth in prior and subsequent paragraphs of this Complaint.

- 1 69. At all relevant times during the applicable limitations period, Plaintiff has been a non-
2 exempt employee of Defendants and entitled to the benefits of Cal. Labor Code Sections
3 510 and 1194 and the Wage Order.
- 4 70. Section 2(k) of the Wage Order defines hours worked as “the time during which an
5 employee is subject to the control of an employer, and includes all the time the employee
6 is suffered or permitted to work, whether or not required to do so.”
- 7 71. In relevant part, Section 3 of the applicable Wage Order states: (A) Daily Overtime-
8 General Provisions:
9 (1) The following overtime provisions are applicable to employees 18 years of age or
10 over and to employees 16 or 17 years of age who are not required by law to attend school
11 and are not otherwise prohibited by law from engaging in the subject work. Such
12 employees shall not be employed more than eight (8) hours in any workday or more than
13 40 hours in any workweek unless the employee receives one and one-half (1 ½) times
14 such employee’s regular rate of pay for all hours worked over 40 hours in the workweek.
15 Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in
16 any workday or more than six (6) days in any workweek is permissible provided the
17 employee is compensated for such overtime at not less than:
18 (a) One and one-half (1 ½) times the employee’s regular rate of pay for all hours worked
19 in excess of eight (8) hours up to and including twelve (12) hours in any workday, and
20 for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a
21 workweek; and
22 (b) Double the employee’s regular rate of pay for all hours worked in excess of 12 hours
23 in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th)
24 consecutive day of work in a workweek.
25 (c) The overtime rate of compensation required to be paid to a nonexempt full-time
26 salaried employee shall be computed by using the employee’s regular hourly salary as
27 one fortieth (1/40) of the employee’s weekly salary.
- 28 72. Cal. Labor Code Section 510 states: “Eight hours of labor constitutes a day’s work. Any
work in excess of eight hours in one workday and any work in excess of 40 hours in any
one workweek and the first eight hours worked on the seventh day of work in any one
workweek shall be compensated at the rate of no less than one and one-half times the

1 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
2 compensated at the rate of no less than twice the regular rate of pay for an employee. In
3 addition, any work in excess of eight hours on any seventh day of a workweek shall be
4 compensated at the rate of no less than twice the regular rate of pay of an employee.
5 Nothing in this section requires an employer to combine more than one rate of overtime
6 compensation in order to calculate the amount to be paid to an employee for any hour of
overtime work.”

- 7 73. With respect to overtime wages, the regular rate of pay under California law must include
8 “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14
9 (quoting 29 U.S.C. Section 207(e)). This requirement includes, but is not limited to,
10 commissions and nondiscretionary bonuses. See *Huntington Memorial Hosp. v. Superior*
11 *Court* (2005) 131 Cal App. 4th 893, 904-05.
- 12 74. During the relevant timeframe, Plaintiff was working more than 8 hours a day and more
13 than 40 hours a week and was not paid accurate overtime wages. She had to work through
14 her meal breaks but was not compensated for the meal breaks.
- 15 75. Plaintiff has been damaged in a sum to be proven and request relief as described below.

16 **FOURTH CAUSE OF ACTION**

17 ***Failure to Pay Minimum Wage, Pay for all Wages Earned Labor Code Section 204,***
18 ***1194, 1194.2, 1197, 1197.1***

19 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
20 *CAL SPAS and Does 1-50)*

- 21 76. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
22 allegations set forth in prior and subsequent paragraphs of this Complaint.
- 23 77. Cal. Labor Code Section 204 requires California employers to pay employees for all
wages earned.
- 24 78. On August 27, 2021, Plaintiff displayed Covid-19 symptoms and her manager told her
25 not to show up but she would get paid but she was never paid for that day.
- 26 79. Defendants failed to compensate Plaintiff for all hours worked, including, but not limited
27 to, the hours worked during her meal and rest breaks, as well as overtime pay, and for
28 which she did not receive the proper compensation under the law.

1 80. Plaintiff has been damaged in a sum to be proven and requests relief as described below.

2 **FIFTH CAUSE OF ACTION**

3 ***Failure to maintain accurate payroll records; violation of California Labor Code Sections***
4 ***226(a) and 1174 and § 1198.5***

5 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
6 *CAL SPAS and Does 1-50)*

7 81. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
8 allegations set out in the previous paragraphs of this Complaint.

9 82. Cal. Labor Code Section 226(a), applicable IWC such as wage order No. 4-2001 and 16-
10 2001, Section 7(A), and Cal. Labor Code Section 1174 require employers to maintain
11 accurate payroll records and to provide semi-monthly or at the time of each payment of
12 wages to furnish each employee with a statement itemizing, among other things, the total
hours worked by the employee.

13 83. Defendants have violated Cal. Labor Code Sections 226(a) and 1174, and applicable IWC
14 wage order such as WO No. 4, Section 7(A) by willfully failing to keep required
15 personnel records and payroll records showing the events which caused Plaintiff injuries
16 and also keep track of actual hours worked each day by Plaintiff. As a direct and
17 proximate result of Defendants' failure to maintain accurate personnel records and
18 payroll records, Plaintiff has suffered economic harm. Plaintiff has been precluded from
19 accurately monitoring the number of hours worked and thus seeking payment for all
20 hours worked and missed meal periods and rest breaks.

21 84. Plaintiff has been damaged in a sum to be proven and request relief as described below.

22 **SIXTH CAUSE OF ACTION**

23 ***Failure to Reimburse Required Business Expenses***
24 ***(Labor Code section 2802)***

25 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
26 *CAL SPAS and Does 1-50)*

27 85. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
28 allegations set out in each and all previous paragraphs of this Complaint.

- 1 86. Labor Code section 2802 requires an employer to “indemnify his or her employee for all
2 necessary expenditures or losses incurred by the employee in direct consequence of the
3 discharge of his or her duties...”
- 4 87. Plaintiff had to spend her own money to carry out her duties for Defendants’ business,
5 but Defendants failed to accurately reimburse her for these costs. Plaintiff was not
6 reimbursed for her cell phone use in carrying out her duties for Defendants.
- 7 88. All said expenses were necessary for Plaintiff to fulfill her job function for the
8 Defendants.
- 9 89. Plaintiff sought reimbursement of these necessary expenses incurred at Defendants’
10 direction, but Defendants have refused to reimburse and indemnify for Plaintiff for these
11 expenses.
- 12 90. Accordingly, for Plaintiff has been deprived of legally required reimbursement, and
13 Defendants should be liable to for Plaintiff for these sums, plus attorney's fees, plus
14 interest.
- 15 91. The monies retained by Defendants should be deemed for Plaintiff monies, held in trust
16 for Plaintiff and subject to a proper claim for reimbursement and disgorgement.

17 **SEVENTH CAUSE OF ACTION**

18 ***Failure to pay wages upon separation (Labor Code Sections 201-203)***

19 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
20 *CAL SPAS and Does 1-50)*

- 21 92. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
22 allegations set out in the prior paragraphs of this Complaint.
- 23 93. Labor Code sections 201 – 203 provide that if an employer discharges an employee, the
24 wages earned and unpaid at the time of discharge are due and payable immediately, and
25 that if an employee voluntarily leaves his or her employment, his or her wages shall
26 become due and payable not later than seventy-two (72) hours thereafter; unless the
27 employee had given seventy-two (72) hours previous notice of his or her intention to quit,
28 in which case the employee is entitled to his or her wages at the time of quitting. Labor
Code section 203 provides that if an employer willfully fails to pay wages owed, in

accordance with Labor Code sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

94. During the relevant time period, Defendants failed to pay Plaintiff her final paycheck accurately, as well as wages for the missed rest and meal breaks and overtime hours worked, either at the time of discharge, or within seventy-two (72) hours of her leaving Defendant's employ in violation of Labor Code section 201 – 203.

95. Plaintiff has been damaged in a sum to be proven and request relief as described below.

EIGHTH CAUSE OF ACTION

Unlawful Discrimination Based on Violation of *California Government Code* § 12940 et seq.

(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS and Does 1-50)

96. Plaintiff re-alleges and incorporates by reference the allegations contained in preceding and subsequent paragraphs as though fully set forth.

97. At all times herein set forth, *California Government Code* § 12926(d) provides: “‘Employer’ includes any person regularly employing five or more persons, or any person acting as an agent of an employer, directly or indirectly, the state or any political or civil subdivision of the state, and cities . . .”

98. Defendants employ more than five employees. Defendants violated Cal. Gov. Code § 12940. Defendants discriminated against Plaintiff due to her health and medical condition, breast cancer surgeries and treatment, work injuries, and need for medical leave and work accommodations. As a result of Defendants' acts, Plaintiff has suffered and will continue to suffer damages, including lost wages, lost benefits, as well as other pecuniary and physical and emotional injuries. The amount of Plaintiff's damages will be ascertained at trial.

99. Plaintiff is legally protected from physical disability discrimination, which includes those whose physical condition requires disability leave and medical treatment.

1 100. Defendants discriminated against and terminated Plaintiff on December 29, 2021, due to
2 several reasons: Plaintiff's medical condition, need for more surgeries and treatment due
3 to her aggressive cancer, age, work-injuries, disability, and need for work
4 accommodations and proper medical treatment and need for medical leave and workers
5 compensation claim. Instead of providing Plaintiff with proper medical treatment and
6 work accommodations, Defendants instructed Plaintiff to continue working her regular
7 duties. Defendants discriminated against Plaintiff for exercising her right to ask for
8 medical leave (which was denied) in order to receive medical treatment and work
9 accommodations from Defendants for her work-related injuries and terminated her
10 employment.

11 101. In committing the foregoing acts, Defendants are guilty of oppression, fraud, and/or
12 malice under California Civil Code Section 3294, thereby entitling Plaintiff to punitive
13 damages in an amount to be proven at trial. Defendants' employees committed the acts
14 of oppression, fraud, and/or malice. Defendants, had advance knowledge of each
15 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified
16 the wrongful conduct for which an award of punitive damages is sought. The advance
17 knowledge and conscious disregard, authorization, ratification, or act of oppression,
18 fraud and/or malice, was committed by or on part of an officer, director, or managing
19 agent of each of the Defendants. Defendant Casey Dean Loyd was personally aware of
20 Plaintiff's health challenged and was the reason HR was discriminating against her.
21 Defendant Casey Dean Loyd, the manager and officer of LLOYDS
22 MANUFACTURING SERVICES INC. dba CAL SPAS ordered Plaintiff's termination.
23 Therefore, Plaintiff is entitled to punitive damages against Defendants.

24 102. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
25 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and
26 will continue to employ attorneys for the initiation and prosecution of this action.
27 Plaintiff has incurred and will continue to incur attorneys' fees and costs. Plaintiff is
28 entitled to an award of reasonable attorneys' fees and costs since Defendants

1 discriminated against her due to her age and her medical condition and her work injuries
2 requiring disability leave, work accommodations, and proper medical treatment.

3
4 **NINTH CAUSE OF ACTION**

5 **Unlawful Discrimination Based on Violation of *California Government Code* §
6 12940 (j)**

7 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
8 *CAL SPAS and CASEY DEAN LOYD and Does 1-50)*

9 103. Plaintiff re-alleges and incorporates by reference the allegations contained in preceding
10 and subsequent paragraphs as though fully set forth.

11 104. At all times herein set forth, *California Government Code* § 12926(d) provides:
12 “‘Employer’ includes any person regularly employing five or more persons, or any
13 person acting as an agent of an employer, directly or indirectly, the state or any political
14 or civil subdivision of the state, and cities . . .”

15 105. Defendants employ more than five employees. Defendants violated Cal. Gov. Code §
16 12940. Defendants sexually harassed Plaintiff when at all times mentioned herein,
17 California Government Code section 12940 et seq. was in full force and effect and was
18 binding on Defendant. This section requires Defendant, as an employer, to refrain from
19 sexually harassing any employee.

20 106. Cal. Gov. Code § 12940. states in pertinent part that it is an unlawful employment
21 practice, unless based upon a bona fide occupational qualification, or, except where based
22 upon applicable security regulations established by the United States or the State of
23 California:

24 “(J)(1) For an employer, . . . , or any other person, because of race, religious creed, color,
25 national origin, ancestry, physical disability, mental disability, medical condition, genetic
26 information, marital status, sex, gender, gender identity, gender expression, age, sexual
27 orientation, reproductive health decision making, or veteran or military status, to harass
28 an employee, an applicant, an unpaid intern or volunteer, or a person providing services
pursuant to a contract. (C) For purposes of this subdivision, “harassment” because
of sex includes sexual harassment, gender harassment, and harassment based on
pregnancy, childbirth, or related medical conditions. Sexually harassing conduct need not
be motivated by sexual desire.”

- 1 107. Plaintiff believes and thereon alleges that she was sexually and pervasively harassed by
2 Defendants *LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS and CASEY*
3 *DEAN LOYD*. Such actions are unlawful, harassing, and in violation of Cal. Gov't Code
4 §12940 et seq., and have resulted in damage and injury to Plaintiff, as alleged herein.
- 5 108. As a result of Defendants' acts, Plaintiff has suffered and will continue to suffer
6 damages, including lost wages, lost benefits, as well as other pecuniary and physical and
7 emotional injuries. The amount of Plaintiff's damages will be ascertained at trial.
- 8 109. Plaintiff is legally protected from sexual harassments by employers. As a proximate
9 result of Defendant's willful, knowing, and intentional harassment of Plaintiff, Plaintiff
10 has suffered and continues to suffer humiliation, emotional distress, loss of reputation,
11 and mental and physical pain and anguish, all to her damage in a sum to be established
12 according to proof.
- 13 110. As a result of Defendant's deliberate, outrageous, and despicable conduct, Plaintiff is
14 entitled to recover punitive and exemplary damages from Defendant in an amount
15 commensurate with Defendant's wrongful acts and sufficient to punish and deter future
16 similar reprehensible conduct.
- 17 111. In addition to such other damages as may properly be recovered herein, Plaintiff is
18 entitled to recover prevailing party attorney fees and costs pursuant to Cal. Gov't Code
19 §12965.
- 20 112. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
21 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and
22 will continue to employ attorneys for the initiation and prosecution of this action.
23 Plaintiff has incurred and will continue to incur attorneys' fees and costs. Plaintiff is
24 entitled to an award of reasonable attorneys' fees and costs.

25
26 **TENTH CAUSE OF ACTION**
27 **Wrongful Termination in Violation of Public Policy**

28 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
 CAL SPAS and CASEY DEAN LOYD and Does 1-50)

- 1
- 2 113. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
- 3 allegations set out in prior and subsequent paragraphs of this Complaint.
- 4 114. "Public policy" has been defined broadly to mean "that principle of law which holds that
- 5 no citizen can lawfully do that which has a tendency to be injurious to the public or
- 6 against the public good" [*Petermann v. International Brotherhood of Teamsters* (1959)
- 7 174 Cal. App. 2d 184, 188, 344 P.2d 25]. An employer discharging an employee's
- 8 employment based on the employee's disability is a violation of Public Policy because
- 9 "disability discrimination" is illegal and such policy is supported by either constitutional
- 10 or statutory provisions; it inures to the benefit of the public at large rather than serving
- 11 merely the interests of the individual; is articulated at the time of the discharge; and
- 12 California's policy against disability discrimination is "substantial and fundamental."
- 13 115. When an employer's discharge of an employee violates fundamental principles of public
- 14 policy, the discharged employee may maintain a tort action and recover damages
- 15 traditionally available in such actions. *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d
- 16 167, 170.
- 17 116. A *Tameny* claim may be based on the employee's reporting of an alleged violation of a
- 18 statute of public importance. *Gantt v. Sentry Ins.* (1992) 1 Cal.4th 1083, 1090.
- 19 117. An employee can maintain a tort claim against his or her employer where disciplinary
- 20 action has been taken against the employee in retaliation for the employee's 'whistle-
- 21 blowing' activities. *Garcia v. Rockwell Int'l Corp.* (1986) 187 Cal.App.3d 1556, 1562.
- 22 118. Plaintiff opposed Defendants' failure to provide all wages owed to Plaintiff in violation
- 23 of California Labor Code sections 201 and 226.
- 24 119. Plaintiff opposed Defendant's failure to pay overtime wages owed to Plaintiff in violation
- 25 of California Labor Code section 510.
- 26 120. Plaintiff opposed Defendant's failure to allow her take meal breaks in violation of
- 27 California Labor Code Sections 226.7 and 512.
- 28

- 1 121. Plaintiff opposed Defendant's failure to provide her with accommodation, workers
2 compensation and medical leave per Labor Code Section Labor Code section 3600 et
3 seq., 3700 et seq., and Government Code Section 12940, et seq., and under federal FMLA
4 and California CFRA.
- 5 122. During her employment, Plaintiff reported to Defendant-employer, about her medical
6 condition (cancer), her work-related injuries and her depression. Plaintiff had to undergo
7 two long surgeries plus chemotherapy and radiation, but Defendants pushed Plaintiff to
8 continue working regular duties, even though she was physically unable to do so due to
9 her excruciating pain. Defendants' refused to provide proper medical treatment for
10 Plaintiff's work injuries and refused to allow Plaintiff work accommodations.
11 Defendants' plan was to push Plaintiff to quit.
- 12 123. Plaintiff believes and thereon alleges that Defendants' sexual harassment was a
13 substantial motivating factor in Defendant's decision to terminate her employment when
14 she refused to have sexual relations with Defendant CASEY DEAN LOYD.
- 15 124. Therefore, Plaintiff alleges that Defendants have terminated her employment in violation
16 of Public Policy. Plaintiff alleges that as a direct and proximate result of Defendants'
17 wrongful conduct (Plaintiff' employment being terminated on the above described
18 bases), Plaintiff has now sustained monetary damages and severe emotional distress in
19 an amount to be proven at trial.
- 20 125. Defendant's conduct in terminating Plaintiff's employment on the basis of her opposition
21 to Defendant's time recording policy, failure to pay her regular and overtime wages, or
22 terminating her to avoid paying her earned wages, constituted a blatant violation of the
23 laws and public policy of the State of California embodied in the California Labor Code
24 pursuant to *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137.
- 25 126. Each of the wrongful and deliberated acts committed by Defendants, as herein alleged,
26 were acts that constitute oppression and malice because they were committed with the
27 sole intent to discharge Plaintiff from her employment due to her medical condition and
28

work injuries requiring disability leave, medical treatment and work accommodations and workers compensation claim.

127. Plaintiff is informed and believes and thereon alleges that each of the oppressive and malicious acts committed by Defendants, as herein above alleged, were committed and/or ratified by Defendants and their directors, officers, managing employees, (one of them was CASEY DEAN LOYD) and therefore, Plaintiff is entitled to an award of punitive damages against Defendants and each of them.

ELEVENTH CAUSE OF ACTION

Violation of *California Government Code § 12940(h)* Wrongful Termination-Retaliatory Termination

(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS and CASEY DEAN LOYD and Does 1-50)

128. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set out in preceding and subsequent paragraphs of this Complaint.
129. Defendants retaliated against Plaintiff in the terms, conditions and existence of Plaintiff's employment after Plaintiff opposed practices of Defendants forbidden by FEHA, Govt. Code §§ 12900-12996, including but not limited to Govt. Code §§ 12940, 12945.2 (employment discrimination). Defendants' retaliation violated Govt. Code § 12940, including subsection (h).
130. During her employment, Plaintiff requested medical treatment and work accommodations for her disability stemming from her medical condition (cancer), and work-related injuries. Instead of providing medical treatment and work accommodations, Defendants retaliated against Plaintiff by terminating her employment.
131. Defendants' wrongful conduct proximately caused Plaintiff to suffer general and special damages in an amount to be proven.
132. Under Labor Code § 6310 Plaintiff is entitled to injunctive relief including reinstatement and reimbursement of lost wages and benefits.

- 1 133. Plaintiff has been required to hire The Law Offices of Farrah Mirabel, and is entitled to
2 recover reasonable attorney fees.
- 3 134. Plaintiff alleges that Defendants' terminating her due to her age and for asking for proper
4 medical leave due to her medical condition (cancer) and need for treatment and
5 accommodations due to her work injuries and disability, was done with malice and
6 oppression because they were meant to retaliate against Plaintiff for having exercised her
7 right to ask for medical leave and receive medical treatment and work accommodations
8 from Defendants. These oppressive and malicious acts, as herein above alleged, were
9 committed by Defendants and/or each of them through their Directors, Officers,
10 Managing Employees, were ratified by Defendants and each of them at the time these
11 acts were being committed.
- 12 135. Plaintiff is entitled to damages in an amount according to proof at trial and punitive
13 damages in an amount sufficient to deter and punish Defendants and each of them
14 pursuant to Civil Code § 3294.

15
16 **TWELFTH CAUSE OF ACTION**

17 **Violation of *California Government Code § 12940 (m)* – Wrongful Termination**
18 **Failure to Accommodate**

19 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
20 *CAL SPAS and Does 1-50)*

- 21 136. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
22 allegations set out in prior paragraphs of this Complaint.
- 23 137. Defendants failed to make reasonable accommodations for Plaintiff's medical condition,
24 work injuries, need to receive medical treatment and related disabilities, and instead
25 terminated her employment. This violated Govt. Code § 12940, including subsection (m).
- 26 138. Defendants' wrongful conduct proximately caused Plaintiff to suffer general, special and
27 statutory damages in an amount to be proven. Plaintiff has been required to hire the Law
28 Offices of Farrah Mirabel, and is entitled to recover reasonable attorney fees.

- 1 139. Plaintiff alleges that Defendants' refusal to allow her medical leave, provide proper
2 medical treatment and work accommodations, workers compensation information and
3 terminating her employment were acts that constitute oppression and malice because they
4 were committed with the sole intent of depriving Plaintiff of being employed and causing
5 injuries to Plaintiff. These oppressive and malicious acts, as herein above-alleged, were
6 committed by Defendants and/or each of them through their Directors, Officers,
7 Managing Employees, were ratified by Defendants and each of them at the time these
8 acts were being committed. Therefore, Plaintiff is entitled to damages in an amount
9 according to proof at trial and punitive damages in an amount sufficient to deter and
10 punish Defendants and each of them pursuant to Civil Code § 3294.
- 11 140. Plaintiff alleges that as a direct and proximate result of Defendants wrongful conduct
12 (Plaintiff being terminated based on her injuries and disability and not providing medical
13 treatment and work accommodations), she has now sustained monetary damages and
14 severe emotional distress.

15
16 **THIRTEENTH CAUSE OF ACTION**
17 **Violation of *California Government Code* § 12940 (n) – Wrongful Termination**
18 **Failure to Engage in the Interactive Process**

19 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
20 *CAL SPAS and Does 1-50)*

- 21 141. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
22 allegations set out in the prior paragraphs of this Complaint.
- 23 142. Plaintiff had health issues, breast cancer, work-related injuries, and required work
24 accommodations. Defendants failed to engage in a timely, good faith, interactive process
25 with Plaintiff to determine effective, reasonable accommodations for her need for
26 medical leave and disability. This violated Govt. Code § 12940, including subsection
27 (n).
28

- 1 143. Defendants' wrongful conduct proximately caused Plaintiff to suffer general, special and
2 statutory damages in an amount to be proven. Plaintiff was forced to hire the Law Offices
3 of Farrah Mirabel, and is entitled to recover reasonable attorney fees.
- 4 144. Plaintiff alleges that Defendants refused to acknowledge and accept her need for
5 accommodations, proper medical treatment and workers compensation claim due to her
6 injuries. Plaintiff sought accommodations and proper medical treatment, but instead was
7 terminated. Such acts constitute oppression and malice because they were committed
8 with the sole intent of depriving Plaintiff of receiving proper medical care and also
9 deprive her of being employed and causing injuries to Plaintiff. These oppressive and
10 malicious acts, as herein above-alleged, were committed by Defendants and/or each of
11 them through their Directors, Officers, Managing Employees, were ratified by
12 Defendants and each of them at the time these acts were being committed. Therefore,
13 Plaintiff is entitled to damages in an amount according to proof at trial and punitive
14 damages in an amount sufficient to deter and punish Defendants and each of them
15 pursuant to Civil Code § 3294.

16 **FOURTEENTH CAUSE OF ACTION**

17 **Failure to Allow Medical Leave, Violation of California Family Rights Act (CFRA)**

18 *(By Plaintiff, Individually, Against Defendants, and Does 1-50)*

- 19
- 20 145. Plaintiff re-alleges and incorporates by reference the allegations contained in preceding
21 and subsequent paragraphs as though fully set forth.
- 22 146. Plaintiff was diagnosed with cancer and went through extensive surgery, radiation and
23 chemotherapy and was in need of accommodation and medical leave. Defendants failed
24 to engage in a timely, good faith, interactive process with Plaintiff to determine effective,
25 reasonable accommodations for her need for disability leave.
- 26 147. Prior to September 2021, in order to have the surgery and recover from it, Plaintiff
27 requested Defendant-employer for Medical Leave (CFRA) but was given only 4 weeks
28 off (plus another 2 weeks after Plaintiff insisted to get more recovery time) and she was

1 told by HR that if she asked for a longer time off, she would not have a job to return to,
2 despite the fact that under federal FMLA and California CFRA, employers with five or
3 more workers must provide eligible employees with up to 12 weeks of unpaid, job-
4 protected leave over a 12-month period for certain qualifying reasons. Those reasons
5 include: an employee's own serious health condition.

6 148. Failure to allow Plaintiff for medical and disability leave was against “*The California*
7 *Family Rights Act*” (CFRA) which allows up to 52 week disability leave. Defendants’
8 wrongful conduct proximately caused Plaintiff to suffer general, special and statutory
9 damages in an amount to be proven. Plaintiff was forced to hire the Law Offices of
10 Farrah Mirabel, and is entitled to recover reasonable attorney fees.

11 149. As a result of Defendants’ acts, Plaintiff has suffered and will continue to suffer damages,
12 including lost wages, lost benefits, as well as other pecuniary and physical and emotional
13 injuries. The amount of Plaintiff’s damages will be ascertained at trial.

14 150. As a result of Defendant’s deliberate, outrageous, and despicable conduct, Plaintiff is
15 entitled to recover punitive and exemplary damages from Defendant in an amount
16 commensurate with Defendant’s wrongful acts and sufficient to punish and deter future
17 similar reprehensible conduct.

18
19 **FIFTEENTH CAUSE OF ACTION**
20 ***Failure To Provide Workers’ Compensation Coverage***

21 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
22 *CAL SPAS and Does 1-50)*

23 151. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
24 material allegations set forth in prior paragraphs of this Complaint.

25 152. Labor Code section 3700 requires employers to secure the payment of
26 compensation. Labor Code section 3600 specifies the circumstances in which an
27 employer is liable for compensation in a work-related injury. Labor Code section
28 3706 provides that “If any employer fails to secure the payment of compensation,

any injured employee or his dependents may bring an action at law against such employer for damages, as if this division did not apply.”

153. On or about of July 2020, and thereafter, Plaintiff reported to Defendants that she had work-related injuries. Having to work right after the surgery, using computer keyboard, sitting in a chair, and looking at the computer screen at least 8 hours a day, took its toll on her body, causing work injuries of severe back and neck injury, right hand injury and shoulder injury. However, Defendants did not provide Plaintiff with a claim form. Defendants did not refer her to its workers’ compensation insurer, or offer to pay for her medical bills. Plaintiff paid-out of her own pocket for the medical bills despite her injuries were industrial injuries.

154. Plaintiff has been damaged in a sum to be proven and requests relief as described below.

SIXTEENTH CAUSE OF ACTION

Unlawful Discrimination/Termination Based on Violation of *California Labor Code section 1102.5*

(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS and CASEY DEAN LOYD and Does 1-50)

155. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set out in prior and subsequent paragraphs of this Complaint.

156. At all times relevant herein, Plaintiff was an employee of Defendants.

157. Plaintiff disclosed information to Defendants that she reasonably believed constituted a violation of various state law including the Fair Labor Standards Act, as stated herein.

158. Plaintiff also reported Defendants’ failure to pay Plaintiff for all of her regular and overtime hours worked and failure to allow her to take meal breaks. She also complained about HR to the Vice President (Karen Hansen), for not being responsive in acknowledging and accommodating her for her medical condition and work injury claims

1 and need for accommodation. She also needed a workers compensation claim to be
2 placed for her. Plaintiff believed that Defendant's failure in dealing with her medical
3 condition, work injuries and issues about meal break and overtime were all in violation
4 of state law, or a violation of or noncompliance with the applicable law.

5 159. Defendants *LLOYDS MANUFACTURING SERVICES INC. dba CAL SPAS* and *CASEY*
6 *DEAN LOYD* retaliated against Plaintiff because they believed that she may disclose
7 information, to a government or law enforcement agency, to a person with authority over
8 the employee or another employee who has the authority to investigate, discover, or
9 correct the violation or noncompliance, or for providing information to, or testifying
10 before, any public body conducting an investigation, hearing, or inquiry.

11 160. Defendants *CASEY DEAN LOYD* retaliated against Plaintiff for refusing to engage in
12 sexual relations with him and Plaintiff refused his sexual propositions which were being
13 committed in violation of state law.

14 161. Defendants' knowledge of Plaintiff's disclosure of such information to the Vice President
15 Karen Hansen and their belief that Plaintiff would disclose such information to
16 authorities, was a substantial motivating factor in Defendants' decision to terminate her
17 employment.

18 162. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
19 sustained and continues to sustain substantial losses in earnings, employment benefits,
20 employment opportunities, and Plaintiff has suffered other economic losses in an amount
21 to be determined at time of trial. Plaintiff has sought to mitigate these damages.

22 163. As a further direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff
23 has suffered and continues to suffer humiliation, emotional distress, loss of reputation,
24 and mental and physical pain and anguish, all to her damage in a sum according to proof.

25 164. As a result of Defendant's deliberate, outrageous, despicable conduct, Plaintiff is entitled
26 to recover punitive and exemplary damages in an amount commensurate with
27 Defendant's wrongful acts and sufficient to punish and deter future similar reprehensible
28 conduct.

1 165. In addition to such other damages as may properly be recovered herein, Plaintiff is
2 entitled to a \$10,000 penalty for each violation of California Labor Code Section 1102.5,
3 pursuant to California Labor Code Section 1102.5(f), and attorneys' fees pursuant to
4 Code of Civil Procedure section 1021.5.

5
6 **SEVENTEENTH CAUSE OF ACTION**

7 **Violation of California Business & Professions Code § 17200, et seq.**

8 *(By Plaintiff Against Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
9 *CAL SPAS and CASEY DEAN LOYD and Does 1-50)*

10 166. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
11 allegations set out in prior paragraphs of this complaint.

12 167. California Business & Professions Code Section 17200 prohibits unfair competition in
13 the form of any unlawful, unfair, or fraudulent business act or practice.

14 168. California Business & Professions Code Section 17204 allows "any person acting for the
15 interest of itself, its members or the general public" to prosecute a civil action for
16 violation of the UCL.

17 169. Beginning at an exact date unknown to Plaintiff, but at least four years prior to the filing
18 of this action, Defendants have improperly, fraudulently, and unlawfully failed to provide
19 Plaintiff with meal and rest breaks, failed to provide compensation for the missed meal
20 and rest breaks, failed to provide compensation for all hours worked and all wages
21 earned, failed to pay compensation for all over-time hours worked, and provided Plaintiff
22 with inaccurate wage statements, and have thereby committed unlawful, unfair, and/or
23 fraudulent business acts and practices as defined by California Business & Professions
24 Code Section 17200, by engaging in the following:

- 25 i. Failing and refusing to provide meal periods and rest breaks to Plaintiff;
- 26 ii. Failing to pay all accrued meal period and rest break compensation to
27 Plaintiff;
- 28 iii. Failing to reimburse all business expenses;
- iv. Failing to pay for all hours worked and pay for all overtime compensation to
Plaintiff; and

1 v. Failing to maintain accurate personnel and payroll record and provide
2 accurate itemized wage statement to Plaintiff.

3 The violation of these laws serve as unlawful, unfair, and/or fraudulent predicate acts and
4 practices for purposes of California Business and Professions Code Section 17200.

5 170. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent acts
6 and practices described herein, Defendants have received and continue to hold ill-gotten
7 gains belonging to Plaintiff. As a direct and proximate result of Defendants' unlawful
8 business practices, Plaintiff have suffered economic injuries including, but not limited
9 to, compensation for missed meal periods and over-time hours worked. Defendants have
10 profited from their unlawful, unfair, and/or fraudulent acts and practices in failing to
11 provide meal period and rest break compensation to Plaintiff, as well as compensation
12 for over-time hours worked.

13 171. Plaintiff is entitled to restitution pursuant to California Business & Professions Code
14 Sections 17203 and 17208 for all meal period and rest break compensation, unpaid wages
15 and interest since four years prior to the filing of this action.

16 172. Plaintiff is entitled to enforce all applicable penalty provisions of the California Labor
17 Code pursuant to California Business & Professions Code Section 17202.

18 173. Plaintiff's success in this action will enforce important rights affecting the public interest.
19 In this regard, Plaintiff, sues on behalf of himself and the general public. Plaintiff seeks
20 and is entitled to unpaid compensation, declaratory and injunctive relief, civil penalties,
21 and any other appropriate remedy.

22 174. Injunctive relief is necessary and appropriate to prevent Defendants from continuing and
23 repeating their unlawful, unfair and fraudulent business acts and practices alleged above.

24 175. In order to prevent Defendants from profiting and benefitting from their wrongful and
25 illegal acts and continuing those acts, an order requiring Defendants to disgorge all the
26 profits and gains they have reaped and restore such profits and gains to the Plaintiff, from
27 whom they were unlawfully taken.

28 176. Plaintiff has assumed the responsibility of enforcement of the laws and lawful claims
specified herein. There is a financial burden incurred in pursuing this action, which is in
the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Cal.
Code of Civil Procedure Section 1021.5.

- 1 177. By all of the said foregoing alleged conduct Defendants have committed, and are
2 continuing to commit, ongoing unlawful, unfair and fraudulent business practices within
3 the meaning of Cal. Business & Professions Code Section 17200, et seq.
4 178. As a direct and proximate result of the unfair business practices described above, Plaintiff
5 has suffered significant losses and Defendants have been unjustly enriched.
6 179. Pursuant to Cal. Business & Professions Code Section 17203, Plaintiff is entitled to: (a)
7 restitution of money acquired by Defendants by means of their unfair business practices,
8 in amounts not yet ascertained but to be ascertained at trial; (b) injunctive relief against
9 defendants' continuation of their unfair business practices, and (c) a declaration that
10 defendants' business practices are unfair within the meaning of the statute.

11 **EIGHTEENTH CAUSE OF ACTION**

12 Assault and Battery

13 *(Plaintiff against Defendant CASEY DEAN LOYD and Does 30-50)*

- 14 180. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
15 allegations set out in prior and subsequent paragraphs of this complaint.
16 181. Several times, Defendant acted in a manner that appeared he wanted to touch Plaintiff in
17 an offensive or harmful manner without her consent.
18 182. Several times Defendant touched Plaintiff without her consent, grabbing her at the work
19 place putting his arms around her shoulders and her waist and acted in such a manner as
20 to intentionally causing harmful or offensive contact to Plaintiff.
21 183. Plaintiff reasonably believed that Defendant touching Plaintiff was in a harmful or
22 offensive manner. Even though Plaintiff was fearful of losing her job but still Plaintiff
23 would pull back and let Defendant know not to touch her. Defendant was persistent in
24 touching Plaintiff at work place without her consent .
25 184. Plaintiff did not consent to Defendant's conduct.
26 185. Plaintiff was harmed and/or offended by Defendant's conduct.
27 186. A reasonable person in Plaintiff's situation would have been offended and/or harmed by
28 the touching.

1 187. Defendant's conduct was a substantial factor in causing the harm actually suffered by
2 Plaintiff.

3 188. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
4 suffered and continues to suffer from emotional distress, humiliation, and mental and
5 physical pain and anguish, all to her damage in a sum to be established according to
6 proof.

7 189. In addition to all other damages properly recovered herein, Plaintiff is entitled to recover
8 punitive and exemplary damages in an amount commensurate with Defendants' wrongful
9 acts and sufficient to punish and deter future similar reprehensible conduct.

10 **NINETEENTH CAUSE OF ACTION**

11 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

12 *(By Plaintiff Against All Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
13 *CAL SPAS, CASEY DEAN LOYD and MONICA FITA and Does 1-50)*

14 190. Plaintiff re-alleges and incorporates herein by reference each and every allegation
15 contained in all preceding and subsequent paragraphs. Defendants' intentional conduct,
16 as set forth herein, was extreme and outrageous.

17 191. Defendants intended to cause Plaintiff to suffer extreme emotional distress. Plaintiff did
18 suffer extreme emotional distress as a result of Defendants' actions.

19 192. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
20 sustained and continues to sustain substantial emotional stress.

21 193. As a further direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff
22 has suffered and continues to suffer humiliation, emotional distress, loss of reputation,
23 mental and physical pain, and anguish, all to her damage in a sum to be established
24 according to proof.

25 **TWENTIETH CAUSE OF ACTION**

26 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

27 *(By Plaintiff Against All Defendants, LLOYDS MANUFACTURING SERVICES INC. dba*
28 *CAL SPAS, CASEY DEAN LOYD and MONICA FITA and Does 1-50)*

194. Plaintiff re-alleges and incorporates herein by reference each and every allegation

1 contained in all preceding and subsequent paragraphs. Defendants' intentional conduct,
2 as set forth herein, was extreme and outrageous.

3 195. Defendants had a duty not to cause Plaintiff to suffer emotional distress.

4 196. Defendants breached that duty and caused Plaintiff emotional distress as a result of
5 Defendants' actions.

6 197. As a direct, foreseeable, and proximate result of Defendant's conduct and breach of their
7 duty, Plaintiff has sustained and continues to sustain substantial emotional stress.

8 198. As a further direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff
9 has suffered and continues to suffer humiliation, emotional distress, loss of reputation,
10 mental and physical pain, and anguish, all to her damage in a sum to be established
11 according to proof.

12 **TWENTY FIRST CAUSE OF ACTION**

13 ***Civil Penalties Pursuant to Labor Code § 2699***

14 ***(PAGA penalties)***

15 *(By Plaintiff on behalf of State of California Against all Defendants)*

16 199. Plaintiff incorporates by reference and re-allege, as if fully stated herein, the material
17 allegations set out in the preceding paragraphs of this Complaint.

18 200. Plaintiff on behalf of the people of the State of California and as "Aggrieved Employees"
19 acting as private attorney under the California Labor Code Private Attorneys General Act of
20 2004, §2698, *et seq.*, brings this action, on a representative basis. All current and former
21 employees of Defendant within one year of serving notice on the LWDA to the present are
22 aggrieved employees.

23 201. Defendants failed to comply with *Labor Code* requirements due to erroneous, willful and
24 intentional employment practices and policies. Plaintiff brings this representative action on
25 behalf of herself, all other similarly situated aggrieved employees, and the State of California,
26 based upon the claims articulated below. Plaintiff provided notice of their claims pursuant to
27 §2698 *et seq.*, to the Labor and Workforce and Development Agency ("LWDA") as
28 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for
civil penalties under the Private Attorneys General Act ("PAGA"), *Labor Code* §2698 *et seq.*

1 202. As a result of the actions alleged herein, Plaintiff seeks penalties under Labor Code
2 sections 2698 and 2699 because of Defendant's violation of Labor Code sections 98.6, 201-
3 204, 210, 216, 218.5, 221, 225.5, 223, 226, 226(a), 226(b), 226.2, 226.3, 226.7, 233, 234,
4 246, 256, 510-512, 551-553, 558, 558.1, 1174, 1174.5, 1193.6, 1194-1197.5, 1198-1199.5
5 and 2698-2699, 2699.5, 2802, and applicable IWC, which call for civil penalties.

6 203. Plaintiff and aggrieved parties request for Penalties Pursuant to *Labor Code* §2699:

- 7 a. As applicable, for civil penalties under *Labor Code* §2699(f), for all violations
8 of the *Labor Code* except for those for which a civil penalty is specifically
9 provided, in the amount of one hundred dollars (\$100.00) for each aggrieved
10 employee per pay period for the initial violation; and two hundred dollars
11 (\$200.00) for each aggrieved employee per pay period for each subsequent
12 violation;
- 13 b. As applicable, civil penalties under *Labor Code* §558 (in addition to and
14 entirely independent and apart from any other penalty provided in the *Labor*
15 *Code*), for violations of *Labor Code* §§500-556, in the amount of \$50 for each
16 underpaid aggrieved employee for each pay period the aggrieved employee was
17 underpaid in addition to an amount sufficient to recover underpaid wages, and
18 \$100 for each subsequent violation for each underpaid employee for each pay
19 period for which the employee was underpaid in addition to an amount
20 sufficient to recover underpaid wages;
- 21 c. As applicable, for civil penalties under *Labor Code* §1197.1 (in addition to and
22 entirely independent and apart from any other penalty provided in the *Labor*
23 *Code*), for violations of *Labor Code* §§1194 and 1197, in the amount of \$100
24 for each underpaid aggrieved employee for each pay period the aggrieved
25 employee was intentionally underpaid in addition to an amount sufficient to
26 recover underpaid wages, and \$250 for each subsequent violation for each
27 underpaid aggrieved employees regardless of whether the initial violation was
28 intentionally committed in addition to an amount sufficient to recover
underpaid wages;
- d. As applicable, for civil penalties under *Labor Code* §210 (in addition to and
entirely independent and apart from any other penalty provided in the *Labor*

Code), for each employee who is/was not paid wages in accordance with *Labor Code* §§201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5) in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

- e. As applicable, for civil penalties under *Labor Code* §226.3 (in addition to and entirely independent and apart from any other penalty provided in the *Labor Code*), for each violation of *Labor Code* §226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation; and
- f. As applicable, for any and all additional civil penalties and sums as provided by the *Labor Code* and/or other relevant statutes.

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

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

206. Labor Code Section 2699.3 provides that "The aggrieved employee or representative shall give written notice by certified mail to the Labor and Workforce Development Agency and the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation."

207. Plaintiff complied with Labor Code Section 2699.3. Written notice was served on Defendant in accordance with the provision of Section 2699.3 on December 9, 2022. To date, the California Labor and Workforce Development Agency has not provided Plaintiff with a notice of intent to investigate these violations, and more than 65 days have since passed from the postmark date of the notice provided by Plaintiff. An Amended notice was uploaded and served on February 13, 2023. Attached to this complaint as **Exhibit "C"**, is a copy of the letters and proof of mailing. Moreover, Defendant has failed to provide Plaintiff with notice that it has cured the violations, will

1 cure the violations now, or will cure the violations in the future. Consequently, pursuant
2 to Labor Code Section 2699.3(a)(2)(A), Plaintiff may proceed and file a complaint for
3 penalties pursuant to Labor Code section 2699.

4 **REQUEST FOR JURY TRIAL**

5 Plaintiff hereby requests a trial by jury for all issues so triable. (EXCEPT PAGA)

6 **PRAYER FOR RELIEF**

7 Plaintiff requests:

- 8 1. For general and special compensatory damages, according to proof;
- 9 2. For statutory damages;
- 10 3. For payments pursuant to *California Labor Code* § 226.7 and 2802;
- 11 4. For payments pursuant to *California Code of Civil Procedure* § 338;
- 12 5. For reasonable attorney's fees and for costs of suit incurred herein pursuant to *Labor*
13 *Code* §§ 218.5, 226(e);
- 14 6. For pre-judgment interest on any unpaid wages from the date such amounts were due
15 pursuant to *California Labor Code* § 218.6; 1194, 1197 and any other applicable
16 statute.
- 17 7. For civil penalties pursuant to *Labor Code* § 558;
- 18 8. Penalties pursuant to California Labor Code § 1198.5(k);
- 19
- 20 9. For penalties under Labor Code §§ 2698-2699 and 2699.5;
- 21 10. For the disgorgement of any and all "unpaid wages" and incidental losses, according to
22 proof;
- 23 11. For restitution of "unpaid wages" and pre-judgment interest from the day such amounts
24 were due and payable;
- 25 12. For reasonable attorney's fees pursuant to *Code of Civil Procedure* § 1021.5;
- 26 13. For exemplary and punitive damages;
- 27 14. For to injunctive relief including reinstatement, reimbursement of lost wages/benefits;
- 28

15. For such other and further relief as the court deems just and proper.

DATED: February 13, 2023

LAW OFFICES OF FARRAH MIRABEL

BY: /S/ Farrah Mirabel
Farrah Mirabel, Esq.
ATTORNEY FOR PLAINTIFF

EXHIBIT “A”



Monica Fiti >

iMessage
Mar 31, 2020 at 7:03 PM

Do not fucking text him or call him again. You've been flirting with him behind my back you whore!

And sending him pictures. Would you like that being done to you if you have a husband or a boyfriend?

I've been with him for over 3 years and been at his house everyday while you flirt with him!

Go find a man that is single!
Monica

If he never told you he has a girlfriend when the whole world knows, he's been



iMessage





Monica Fiti >

world knows, he's been
bulshiting you and lying to you
and me obviously!
Stay out of OUR LIFE!
GOT IT

Do not dare to ever text him or
call him again! GOT IT

And if I didn't make myself
clear enough, KARMA will,
because bitches like you
destroy relationships and
families and it's so sad!



iMessage





M



Monica Fiti >



While you flirt with my fiancé behind my back, talking sweet and sending him hearts and kisses, he takes it out on me since I'm next to him , yells at me and pushes me to the



iMessage





Monica Fiti >



While you flirt with my fiancé behind my back, talking sweet and sending him hearts and kisses, he takes it out on me since I'm next to him , yells at me and pushes me to the ground and hits me giving me those bruises. But it's good you send him smiling pictures you CUNT!

STOP TALKING TO HIM cause you are going to go to HELL!
STOP TALKING TO HIM NOW!
You whore !!!

Just remember, every time you talk to him or text him, God will give you back exactly what you deserve!

CUNT!!



iMessage





Monica Fiti >



STOP TALKING TO HIM cause
you are going to go to HELL!
STOP TALKING TO HIM NOW!
You whore !!!

Just remember, every time you
talk to him or text him, God will
give you back exactly what you
deserve!

SHIT!!!

Mark my words.

I believe in God and Karma and
you did something very wrong
and you keep doing it!

STOP TALKING TO HIM and
STAY OUT OF OUR LIFE
FOREVER!

Do not call him or text him
again you desperate bitch as



iMessage





Monica Fiti >



again you desperate bitch as
I'll know and I promise to let
everyone in your life what a
cheating whore you are!

Go find a single man! He's
taken!
You brought the worst in our
life!

Listen to me you rude whore
bitch!
I will show up where you are
and embarrass you in front of
everyone. Do not dare to play
with me and my life with
Casey!
I know everything about you!
Stop talking to him NOW as
you will not get anywhere.



iMessage





Monica Fiti >



Apr 17, 2020 at 3:05 PM

Hey , which part of DO NOT CONTACT CASEY you don't understand?

Hey, Stop contacting me OK?

No, stop texting him. He's not single! And it's rude of you to be flirting with an involved man!
It will get ugly if you don't understand .
Leave US ALONE!

You don't tell me what I should do and Stop texting me.

Stay out of my life! I will have Casey call you with me. I'm



iMessage





Monica Fiti >



Stay out of my life! I will have Casey call you with me. I'm next to him and you text him like a CUNT!

And next it will be I will show up with him at your door and tell you to your face if you do get it the nice way!

GOT IT?

You are a rude careless bitch and you are playing with the wrong person!

What are u trying to accomplish? Tell you what? You wanna come over and sleep with us in the same bed? Is that what you want?



iMessage





M



Monica Fiti >

Listen to me I am trying to be nice to you .got it ! But you deserve whatever you said to me. Stop texting me.

How are you trying to be nice if you are flirting with MY MAN?
Are you fucking crazy?
Delirious?

STOP TEXTING HIM!
Last time I'm telling you!

He doesn't give a shit about you

Stop texting me this is my last time I am telling you . GOT IT!!!!!! Or Not?

I meant this is my last time I am texting you



iMessage





Monica Fiti >



I meant this is my last time I am
texting you

!!!!!!!

I won't reply back your RUDE
text to you CUZ you don't
deserve my time.

The one that is RUDE is YOU!
And has no respect for my
relationship .
We talked about you! You are a
nobody! Stop wasting your
time and texting him! That is all
I'm telling you

Go get a life!
Go get a single man!
Go see a doctor !
I'm busy with my man now!



iMessage





Monica Fiti >



Go get a life!
Go get a single man!
Go see a doctor !
I'm busy with my man now!
Would you like some pictures?

May 17, 2020 at 1:27 AM

Hi Sanara,
This is very urgent for you to read!
I found your texts with Casey again. I'm shocked to see you are still texting with him!

I confronted him about you and he just beat me up and threaten me to kill me if I look at the texts.

Do not answer his calls or



iMessage





Monica Fiti >

Do not answer his calls or texts! Stop this!

I get thrown to the ground, yelled at and beat up because of you! Because I'm trying to make my relationship with him fair and free of any cheating with other women including you!

I will contact your family if this is not stoping and let them know what are you doing!

Casey is lying telling you he is not in a relationship and he is flirting with you and other women behind my back!

I don't know how to make this



iMessage





Monica Fiti >

I don't know how to make this clear to you!

Casey is in a relationship and he's been for almost 4 years with me. If you don't believe me, go ask his brother, ask his neighbors, ask his ex-wife.

They all know about me and I'm at his house mostly all the time.

Be smart and go find yourself a man that is single as Casey is not and besides flirting with you, he is flirting with other chicks behind my back. I can send u pics if you don't believe me. We have a lot going on and I asked you to stay out of it!

I wish someone would have told me how he is 3 years ago



iMessage





Monica Fiti >



I wish someone would have told me how he is 3 years ago but now it's too late for me and we've both invested lots of years in our relationship and I'm just trying to make my relationship clear of bullshit.

You are believing his lies. He is lying to you about not being in a relationship because we doesn't want to hurt your feelings and wants to keep u around as the 5's wheel and to flirt with you when I'm not around and behind my back and lying to me saying he is not talking to you and he has nothing to do with you. He's texted you on April 29-30 asking for pictures when me &



iMessage





Monica Fiti >

not talking to you and he has nothing to do with you. He's texted you on April 29-30 asking for pictures when me & him got in an argument over his infidelities. You keep texting with him!!!

Please stop texting him! Don't trust him with anything he says as he is lying and unless u want to be with a man that has a girlfriend and a bunch of other women, please go get yourself a different man.

Just text him and tell him you found someone else. Hopefully he will not bother you but he hates to loose and keeps a bunch of women around!



iMessage





Monica Fiti >



Not sure how long you've been talking with him and what he has been telling you. He tends to sweet talk a lot and flirt. And I'm realizing he is lying to women around just to keep them in.

He is a pathological liar.

He tells me you are a former employee that helped him with an website and there is nothing between u&him! And that he is not talking to you!

He tells me that he loves me and wants to be with me forever and there are no other women and then I find your texts and other women texts.



iMessage





Monica Fiti >

I don't know what else he tells you but please don't believe one word!

I'm asking you for help to please disappear out of his life and our life forever!

There is a God up there and if you believe in God, listen to a woman that is hurting and being punished by her man(Casey) because all I'm trying to do is be next to him as he begs me over and over to come home.

He will never tell you the truth. Casey is not what he says he is!



iMessage





Monica Fiti >

Please make yourself a favor
and go get a single man
because otherwise you will
learn the hard way what I'm
trying to tell you!

I just got in a fight with him
because of you! Do you think
it's fair Sanara?

I just got yelled at! I just got
thrown to the ground!

I just had my hair on my head
pulled because of you!

Is that what you are looking to
do?

Trust a liar and destroy a
relationship?

Please disappear out of our
life!



iMessage





Monica Fiti >



life!

Please block Casey and never respond to him! 😞😭

May 17, 2020 at 10:43 AM

Hey, it's not only one! There are a few! I got plenty of names! And pictures. And talked to them and they are blown away and they apologized as he doesn't tell any chicks he is in a relationship so he can keep them on the side!

And I don't think you are getting the point to stay out or I will show up at your house and tell your parents and family how you are so desperate to be with a man



iMessage





Monica Fiti >

desperate to be with a man
who's in a relationship and he's
lying over and over! And you
are so naive that u believe
everything!
Perfect victim for him!

What he's doing to me right
now, he did to his ex's that I
already talked to! The same
thing!

He brought a blonde chick at
the house and got her drunk
and fucked her while he's
fighting with me and while he's
sending u sweet texts and
asking for pictures from u
because he's such a pervert!

I seen all your texts! You are



iMessage





Monica Fiti >

I seen all your texts! You are desperate and sending him pictures!

He doesn't give a shit about you!

He told me you are a former employer and are suing him and he is lying. You sent him copies of my texts asking him if he's in a relationship!!! He will never recognize it and tell you the truth!

Exactly how he never tells anyone the truth!

You believe what u want! But last night, I got in an argument with him because I confronted him about u and the blonde



iMessage





Monica Fiti >



him about u and the blonde chick!
It's a sad situation!
He almost strangled me repeating over and over that he's going to kill me!
I'm telling you the truth on my mom's life!

And right now, I'm about to go to emergency because he broke the leg of one of the dogs. He drinks and smokes and gets crazy and doesn't remember what he's doing!

Stay out of it please if you are a lady and care a little about another woman, because there is a God up there and karma and you continue to do this,



iMessage





Monica Fiti >



chick!

It's a sad situation!

He almost strangled me
repeating over and over that
he's going to kill me!
I'm telling you the truth on my
mom's life!

And right now, I'm about to go
to emergency because he
broke the leg of one of the
dogs. He drinks and smokes
and gets crazy and doesn't
remember what he's doing!

Stay out of it please if you are
a lady and care a little about
another woman, because there
is a God up there and karma
and you continue to do this,
you will get it as hard as it



iMessage





Monica Fiti >



you will get it as hard as it sounds!

So please stay out!

Ask people around if you don't know about his anger problem

My recommendation is to stay out of it! Got get yourself a normal loyal man

If you are talking to him right now and he's telling u to ask me those questions, he's got you at his finger because you are naive and don't know anything.
He can be very dangerous so you know!

I know his name



iMessage





Monica Fiti >



I know his games

But maybe that is who you are!
You love being with men that
are already in a relationship or
married!
You love breaking
relationships.
Otherwise u wouldn't ask me a
question like that and u would
just move on to someone else
single!

When I brought your name up,
he's pretending that he doesn't
even know your name.
Because he says, u mean
nothing! And he says, "the girl
with S name...", that is how he's
referring to you!
So seeing how he's texting u



iMessage





Monica Fiti >



So seeing how he's texting u
and denying everything in the
same time, it's a big red flag



And God is my witness in
everything I told you! And I
believe in God and karma more
than anything. He sees my
tears and my pain and my big
loving heart to try to work
things out in my relationship



Let me ask you one thing. How
long you've known him and
been talking to him?

Well?

Listen bitch! You are asking me
a question and I'm responding



iMessage





Monica Fiti >



Well?

Listen bitch! You are asking me a question and I'm responding and when I ask you, you hang up on me?

Are you serious?

Who do you think you are?

You continue with this and is not going to be pretty.

This is very disrespectful to me and my relationship with Casey which seems to be of non importance to you!

Is that how your parents raised you?

Not sure what is your agenda but seems like you are very



iMessage





Monica Fiti >

desperate for married men!
I'm shocked of how petty can
you be!

Go away or I'll show up at your
door and let your family know
what are you doing!

May 25, 2020 at 9:08 PM

Hey Sanara !
You are stupid and nothing
more than a Whore!
If you work for him, stop flirting
with him! Got it!
You will get absolutely nothing
out of it! And my pain is going
to be just karma for you for the
rest of your life! Go to HELL!
Go text with your girlfriends
and not with men involved in



iMessage





Monica Fiti >



and not with men involved in relationships.

You are as petty as it can be and not a lady!

I asked you to not text with my man!

Stop texting with Casey!

He is a player! Stay out of it!

STOP bothering me got it?

No, you STOP FUCKING AROUND! Got it!!!

Or I'll show up at your parents house

STOP

FOREVER



iMessage





Monica Fiti >

FOREVER

GO GET A SINGLE MAN

STOP bothering me got it?

YOU ARE PETTY

YOU PERSIAN WHORE

STOP bothering me got it?

FUCK YOU

BITCH

STOP bothering me got it?

YOU ARE GOING TO GET
EXACTLY WHAT YOU
DESERVE



iMessage





Monica Fiti >



Have some respect for my relationship ! There is a God up there. And karma! And I wish a life full of shit if you don't get it to STOP!

Obviously Casey is using you for the moments when he gets bored and has no one to talk to.

He is using you! Got it!

Make your conversation with him work only and no need to text!

Contact your manager not Casey if you need help!

Dec 28, 2021 at 2:33 PM

Why do you want me to leave my job ?
I got my karma in very hard



iMessage





Monica Fiti >

Why do you want me to leave
my job ?
I got my karma in very hard
way
And you got what you want.

???

This is Sanaz I work in cal spas
If you remember you
contacted me several times

Yeah, this was May. You just
woke up? Why are you texting
me now?

Why do you want me to leave
my job ?
I got my karma in very hard
way
And you got what you want.



iMessage





M



Monica Fiti >

way
And you got what you want.

I'm not understanding your
text and why are you texting
me now?

Ok

I am not sure if you want me to
leave my job or someone else
But just you know I got my
karam if you think I deserve
that
I got cancer.

But I think I didn't deserve
karma because I didn't do
anything wrong

Are you still talking to Casey?



iMessage





Monica Fiti >



Are you still talking to Casey?

Sorry to hear that! I didn't appreciate you texting him pics of yourself and flirt with him

You know that I have cancer right?

Yes

You knew that and you asked him to fire me ok 👍

I didn't know that and I didn't ask him anything. I'm not sure what is your problem right now. And why are you contacting me?

You told me you have cancer



iMessage





Monica Fiti >



Dec 28, 2021 at 10:37 PM

I am so sorry about the message.
I know you you don't have nothing with this and you never asked that from him

Did Casey call you and asked you to apologize to me?

Dec 29, 2021 at 7:34 AM

No of course not
I just apologized for my message and don't want to continue this conversation.

I found it very weird for you to be reaching out to me out of the blue after all this time.



iMessage





Monica Fiti >

the blue after all this time.
And call me names yesterday
because of what is going on in
your life.
I will get to the bottom of it!

Sat, Jan 8 at 11:18 AM

Yes he asked me to send you
that message at 10:30pm that
he called me and asked me to
go to office next morning and
fired me.

This time my daughter and my
karma is waiting for the person
that asked him to fire me and
gave me a very hard time at
work for 8 months for me to
quit and when I did it quit they
fired me.

*did not



iMessage



Conversation with Marya

05/31/2020

SMS/iMessage Message received on 05/31/2020 07:47:09 from Marya (+19497340911)

I'm sure he told you to block my number so you don't know the truth.
But it's ok. I'll contact you from his!

SMS/iMessage Message received on 05/31/2020 07:43:37 from Marya (+19497340911)

I guess that is how you get your jobs! Flirt with the boss?
What a low life you are !!!

SMS/iMessage Message received on 05/31/2020 07:37:19 from Marya (+19497340911)

I will find you wherever you are!
Stay out and away from my & Casey's life

SMS/iMessage Message received on 05/31/2020 07:36:16 from Marya (+19497340911)

You un respectful whore! Go get a single man!
And stop flirting with mine!
This is the last time I'm saying it!
You work at his office and I'm sure you see him when he's mad and yells. I get in fights because of you?
You Persian bitch. Is that how they do it in your country?
Women go after married man and man in a serious relationship?
You have no respect!
Stop texting him. Go text your manager!
He will not tell you the truth because he lies and wouldn't want to hurt your feelings plus he needs a few around to flirt with.
I got beaten because of you! Yelled at!
Because you can't go the fuck away?
I can't wait to see your fucking face one day!
Stay the fuck out of our life and disappear! Otherwise I'll come in your life like you never seen before!
At your front door and tell everyone U know what a whore you are!
You are a whore in heat! Go get a single man! CUNT!!!
That's why Toni divorced him! Because of whores like you who want to entertain him!
You have no decency!
I will send all the text messages screen shoots to your HR department.
You flirting bimbo!
You destroy relationships. Is that what your parents thought you?!
Since you blocked my other number, here you have it!
I will find you where you are!
Respect my relationship and my life with my man!

You want me to stay out of your life and never contact you? Stay out of mine and my man's life!
Go get another job bitch! Because you are not going to have this one for long.
Your life will become hell if you don't have the decency to leave us alone.
Have respect for our relationship!
Casey is not available. GOT IT!!!
Last time I'm telling you!
No need to respond! Just go the fuck away!

This conversation was exported using the demonstration version of TouchCopy.

The demonstration version is restricted to copying only the first 6 messages of the conversation.
Consider purchasing TouchCopy to remove this message and export the full conversation.

[Purchase TouchCopy](#)

EXHIBIT “B”



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

December 29, 2022

Farrah Mirabel
1070 Stradella Rd
Los Angeles, CA 90077

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202212-19168917
Right to Sue: Dargahi / Lloyds' Manufacturing Services Inc. dba Cal Spas et al.

Dear Farrah Mirabel:

Attached is a copy of your **amended** complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the CRD. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Sanaz Dargahi

CRD No. 202212-19168917

Complainant,

vs.

Lloyds' Manufacturing Services Inc. dba Cal Spas
1462 E NINTH ST
Pomona, CA 91766

Casey Dean Loyd
1462 E NINTH ST POMONA, CA 91766
Pomona, CA 91766

Respondents

1. Respondent **Lloyds' Manufacturing Services Inc. dba Cal Spas** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Casey Dean Loyd** individual as Co-Respondent(s).

3. Complainant **Sanaz Dargahi**, resides in the City of **Brea**, State of **CA**.

4. Complainant alleges that on or about **December 29, 2021**, respondent took the following adverse actions:

Complainant was harassed because of complainant's disability (physical or mental), age (40 and over), family care or medical leave (cfra).

Complainant was discriminated against because of complainant's disability (physical or mental), age (40 and over), family care or medical leave (cfra) and as a result of the discrimination was terminated, laid off.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation,

1 requested or used family care or medical leave (cfra) and as a result was terminated, laid
2 off.

3 **Additional Complaint Details:** Plaintiff Sanaz Dargahi worked for Lloyds Manufacturing
4 Services Inc. dba Cal Spas, as a web developer during the period of 2017 to December
5 2021. when she was hired, she was healthy and 38 years old. Unfortunately she was
6 diagnosed with aggressive breast cancer in June of 2020, necessitating radical mastectomy
7 and radiation in the year 2020. When she had the mastectomy surgery, Defendant did not
8 allow her any sick time and no medical leave whatsoever, demanding for her to immediately
9 return to work and she was forced to return to work after 3 days (she had to use her
10 vacation time). After struggling for a long time with the employer HR, Plaintiff was successful
11 to have to obtain health insurance coverage through the employer Defendant to schedule a
12 second set of surgery for September 2021 for breast reconstruction and hand surgery
13 (Lymphedema bypass hand surgery). Plaintiff requested for Medical Leave (CFRA) but was
14 given only 4 weeks off and she was told if she asked for a longer time off, she would not
15 have a job to come back to. Then she was demanded by HR to get a letter from her doctor
16 that she had no restriction. Plaintiff could not get it from her treating doctor who had told her
17 to rest for a long time after the surgery of September 2021, but the Physician Assistant gave
18 it to her after she insisted to get it in order to save her job. Nevertheless, employer
19 discriminated against her and terminated her on 12/29/21 in order not to deal with her
20 medical condition and disability claim and any further surgeries, retaliated against her for
21 having requested time off during 2020-2021 for the two surgeries and radiation and
22 chemotherapy. (Plaintiff indeed needed more surgeries in 2022). During the same time
23 Plaintiff was dealing with her health crisis, the owner of Lloyds Manufacturing Services,
24 Casey Dean Loyd, was hitting on and making passes at Plaintiff left and right and asking her
25 to send him beautiful pictures of herself with a smile on her face. Plaintiff, being a recent
immigrant from Iran, having been subjected to uncalled passes by men in Iran where
women have no voice, was fearful that if she totally rejected the passes of Casey Dean
Loyd, the owner of the company, she would lose her job and since she really needed that
job, given the fact that she needed the insurance coverage for her cancer treatment and she
has a 9 year old daughter who needed her mother, and the fact that she was looking to buy
a house and needed to show full time employment and wanted to keep her shared child
custody, Plaintiff obliged and kept sending her pictures to Casey Dean Loyd. To add insult
to injury, a lady named Monica Fita, apparently girlfriend/fiancée of Casey Dean Loyd,
contacted Plaintiff and threatened her with serious harm calling Plaintiff names such as
"Persian whore" for Plaintiff responding to Casey Dean Loyd's demand for pictures of
Plaintiff. Monica admitted that Casey Dean Loyd was a pervert who was flirting with many
women. Plaintiff was aware of that since she had heard Casey Dean Loyd was with other
women at her employment but was still afraid not to respond to the texts and requests of the
owner of the company. She was desperate to keep her job in order to get treatment for her
cancer, to keep shared custody of her child and also being able to buying a house. Monica
Fita was aware of Plaintiff being an employee, was aware of Casey Dean Loyd being violent
and aggressive since she sent pictures of her injuries in the hands of Casey Dean Loyd but
still blamed Plaintiff, a helpless cancer patient/employee, for inappropriate and sexual
harassment acts of Casey Dean Loyd.

1 Lloyds Manufacturing Services Inc. dba Cal Spas, and Casey Loyd, retaliated and
2 terminated Plaintiff Dargahi, causing her serious damages.

1 VERIFICATION

2 I, **Farrah Mirabel**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On December 17, 2022, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

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Los Angeles, CA

EXHIBIT “C”

Law Offices of
Farrah Mirabel
Fmesq@mirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796

December 9, 2022

via CERTIFIED MAIL

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

Lloyds' Manufacturing Services Inc. dba Cal Spas
GEORGE R PHILLIPS JR
707 WILSHIRE BLVD
STE 3800
LOS ANGELES, CA 90017

Cal Spas
Casey Dean Loyd
1462 E NINTH ST
POMONA, CA 91766

In Re PAGA NOTICE: Sanaz Dargahi v. Lloyds' Manufacturing Services Inc. dba Cal Spas and Casey Dean Loyd

:

Dear PAGA Administrator:

Our firm represents the interests of *Sanaz Dargahi* (Plaintiff), against *Lloyds' Manufacturing Services Inc. dba Cal Spas* (referred to as the "Defendant"). Plaintiff worked as a web developer during the period of 2017 to December 2021.

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiff and all other Defendants' aggrieved employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

- 1. Violation of Labor Code § 226.7(a) (Missed Rest Breaks);**
- 2. Violation of Labor Code §§ 226.7, 512 and 1198 (Missed Meal Breaks);**

3. Violation of Labor Code § §1194 & §1197-98 (Failure to Pay Minimum Wages);
4. Violation of Labor Code § §510 and 1194, 1198 (Failure to Pay All Overtime Worked);
5. Violation of Labor Code § 204 (Failure to Pay All Wages Earned);
6. Violation of Labor Code §§ 226, 1174, 1198.5 and 226, (Failure to Keep Records, Improper Wage Statements and maintain accurate personnel and payroll records);
7. Violation of Labor Code §§ 201-203, 256 (Failure to Pay Wages Upon Separation);
8. Violation of Labor Code § 2802 (Failure to reimburse business expenses);
9. Violation of Labor Code § § 551-553 (Forcing employees to work seven days a week);
10. Violation of California *Business and Professions Code* §17200, et seq.

This notice includes *Casey Dean Loyd* who is the sole owner, director, officer, or managing agent of the *Lloyds' Manufacturing Services Inc. dba Cal Spas and Casey Dean Loyd* and is personally liable pursuant to Labor Code Section 558.1 which states:

558.1.

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

(b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

Casey Dean Loyd violated, and caused to be violated, many provisions regulating minimum wages or hours and days of work of the Industrial Welfare Commission, or violates, and caused to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, and he should be held liable as the employer for such violation.

During the relevant timeframe, Defendants employed Plaintiff as non-exempt hourly employee beginning in 2017 until December 28, 2021, when Defendants terminated her illegally and after violating several California Labor Code and Government Code sections.

Defendants failed to maintain accurate payroll records, such that Plaintiff was given wage statements which were inaccurate and Plaintiff was not paid for all the wages and overtime compensation.

In 2013, the Legislature amended subdivision (e) of Labor Code section 226, adding language explaining that an “employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required” by subdivision (a) of that statute, and “the employee cannot promptly and easily determine from the wage statement alone one or more” of several of the required items, including total hours worked, all applicable hourly rates in effect, and the corresponding number of hours worked at each rate. (Lab. Code, § 226, subd. (e)(2)(B).) The amended statute further provides that “ ‘promptly and easily determine’ means a reasonable person would be able to readily ascertain the information without reference to other documents or information.” (Lab. Code, § 226, subd. (e)(2)(C).) This provision renders the inquiry an objective one; the amendment “clarifies that injury arises from defects in the wage statement, rather than from a showing that an individual experienced harm as a result of the defect.” (*Lubin, supra*, 5 Cal.App.5th at p. 959; see also *Garnett v. ADT, LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1133 [“Whether an employee suffered injury is based solely on the information provided on the wage statement.”].) Because the inquiry is objective, relying on whether a “reasonable person would be able to readily ascertain the information” (Lab. Code, § 226, subd. (e)(2)(C)), and not on whether any particular plaintiff could have, the inquiry now appears to be one easily amenable to common proof in a class action.¹⁵(*Lubin*, at p. 959,.)

Furthermore, Plaintiff was not allowed to take all her uninterrupted rest breaks for full day of work which lasted minimum of 4 hours.

Also, during her employment, Plaintiff frequently did not receive a thirty-minute, uninterrupted, off-duty meal break for every shift she worked that lasted more than five hours.

Defendants failed to keep accurate records to document Plaintiff’s working hours and meal breaks. Recently the Supreme Court of California held that:

“Every employer shall keep accurate information with respect to each employee [¶] ... [¶] ... Meal periods ... shall also be recorded.”.) It is important that employers keep accurate records so that enforcement agencies can “ ‘adequately investigate and enforce’ a wage order’s meal period provisions.” (*Brinker*, at p. 1053, 139 Cal.Rptr.3d 315, 273 P.3d 513 (conc. opn. of Werdegar, J.).) Because time records are required to be accurate, it makes sense to apply a rebuttable presumption of liability when records show noncompliant meal periods. If the records are accurate, then the records reflect an employer’s true liability; applying the presumption would not adversely affect an employer that has complied with meal period requirements and has maintained accurate records. If the records are incomplete or inaccurate — for example, the records do not clearly indicate whether the employee chose to work during meal periods despite bona fide relief from duty — then the employer can offer evidence to rebut the presumption. It is appropriate to place the burden on the employer to plead and prove, as an

affirmative defense, that it genuinely relieved employees from duty during meal periods. (*Ibid.*) “To place the burden elsewhere would offer an employer an incentive to avoid its recording duty and a potential windfall from the failure to record meal periods.” (*Id.* at p. 1053, fn. 1, 139 Cal.Rptr.3d 315, 273 P.3d 513.) “ “[W]here the employer has failed to keep records required by statute, the consequences for such failure should fall on the employer, not the employee.” ’ ’ (*Ibid.*)

Donohue v. AMN Servs., LLC, (2021) 11 Cal. 5th 58, 76, 481 P.3d 661, 674

Plaintiff claims that because Defendants did not properly compensate its employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest and meal break, and failed to pay them overtime for all hours worked, the employees’ wage statements did not accurately reflect all the hours worked and the wages earned. As such, Plaintiff claims that Defendants provided all its past and present employees with improper wage statements.

Plaintiff also claims that Defendants did not provide her and all other past and present employees with rest and meal breaks. Furthermore, Plaintiff claims that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest or meal break. As a result, Defendants failed to pay its employees for all wages earned. Therefore, Plaintiff and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed breaks, nor accounted for overtime pay for hours employees worked.

Defendants did not issue an accurate final paycheck to Plaintiff in accordance with the timeframes prescribed by law.

Plaintiff claims on her own behalf and also on behalf of all past and present employees that she worked in excess of statutory hours per day and per week but did not receive compensation for all the hours worked and was not paid overtime.

Plaintiff claims that Defendants intentionally discriminated against her and other similarly situated employees because they are recent non-sophisticated foreign graduate immigrants, with no knowledge of labor law and Defendants purposefully hires them to exploit them and take advantage of them.

Moreover, Defendants failed to pay timely accurate paycheck upon the separation of the employees. Therefore, Plaintiff also claims a violation of Labor Code section 201-203 on behalf of all employees who were fired or stopped working for the Defendants.

Plaintiff claims that Defendants’ conduct, as stated herein, including not keeping track of actual working hours and meal periods, not paying their employees all wages owed,

including wages for all hours worked, overtime, missed rest and meal breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, and not reimbursing business expenses, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiff can be contacted through their attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Plaintiff and other similarly situated individuals, past and present employees, may also be entitled to penalties pursuant to Labor Code section 2699, et seq.

On behalf of Plaintiff, and all other past and present employees, our office will be filing a civil complaint against Defendants, alleging the above causes of action including PAGA claim and request damages pursuant to but not limited to the following labor code sections ***98.6, 201-205, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 227.3, 256, 233, 234, 246, 246.5, 248.5, 510-512, 551-553, 558, 558.1, 1174, 1174.5, 1193.6, 1194-1197.1, 1198-1199.5 and 2698-2699, 2699.5 and 2802 and applicable IWC.***

Very truly yours,
LAW OFFICES OF FARRAH MIRABEL
/s/ Farrah Mirabel
Farrah Mirabel, Esq.

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

George A Phillips Jr
707 Wilshire Blvd, STE 3800
Los Angeles, CA 90017



9590 9402 7421 2055 8779 78

2. Article Number (Transfer from service label)

7021 0950 0000 9159 0921

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

USPS TRACKING#



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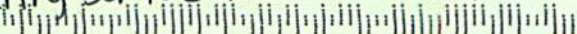
9590 9402 7421 2055 8779 78

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Law Offices of Farrah Mirabel
1070 Stradella Rd
Los Angeles, CA 90077

IN RE: Sanaz Dargahi v. Lloyds'
Manufacturing Services INC. dba Cal Spas

An Intelligent Mail barcode (IMb) located at the bottom of the envelope, used for automated mail sorting and tracking.

Law Offices of
Farrah Mirabel
Fmesq@mirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796

February 10, 2023

via CERTIFIED MAIL

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

Lloyds' Manufacturing Services Inc. dba Cal Spas
GEORGE R PHILLIPS JR
707 WILSHIRE BLVD
STE 3800
LOS ANGELES, CA 90017

Cal Spas
Casey Dean Loyd
1462 E NINTH ST
POMONA, CA 91766

In Re AMENDED PAGA NOTICE: Sanaz Dargahi v. Lloyds' Manufacturing Services Inc. dba Cal Spas and Casey Dean Loyd

Case Number: LWDA-CM-923551-22

Dear PAGA Administrator:

Our firm represents the interests of *Sanaz Dargahi* (Plaintiff), against *Lloyds' Manufacturing Services Inc. dba Cal Spas* and *Casey Dean Loyd* (referred to as the "Defendants"). Plaintiff worked as a web developer during the period of 2017 to December 2021.

On December 9, 2022, Plaintiff served and filed online a PAGA notice Case Number: LWDA-CM-923551-22. This amended notice revises the prior notice and states more detailed and accurate facts and claims (violations) in regard to Plaintiff's PAGA claims against both Defendants, *Lloyds' Manufacturing Services Inc. dba Cal Spas* and *Casey Dean Loyd*.

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiff and all other Defendants' aggrieved employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

1. **Violation of Labor Code § 226.7(a) (Missed Rest Breaks);**
2. **Violation of Labor Code §§ 226.7, 512 and 1198 (Missed Meal Breaks);**
3. **Violation of Labor Code § §1194 & §1197-98 (Failure to Pay Minimum Wages);**
4. **Violation of Labor Code § §510 and 1194, 1198 (Failure to Pay All Overtime Worked);**
5. **Violation of Labor Code § 204 (Failure to Pay All Wages Earned);**
6. **Violation of Labor Code §§ 226, 1174, 1198.5 and 226, (Failure to Keep Records, Improper Wage Statements and maintain accurate personnel and payroll records);**
7. **Violation of Labor Code §§ 201-203, 256 (Failure to Pay Wages Upon Separation);**
8. **Violation of Labor Code § 2802 (Failure to reimburse business expenses);**
9. **Violation of California *Business and Professions Code* §17200, et seq.**

This notice includes *Casey Dean Loyd* who is the sole owner, director, officer, or managing agent of the *Lloyds' Manufacturing Services Inc. dba Cal Spas* and *Casey Dean Loyd* and is personally liable pursuant to Labor Code Section 558.1 which states:

558.1.

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

(b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

Casey Dean Loyd violated, and caused to be violated, many provisions regulating minimum wages or hours and days of work of the Industrial Welfare Commission, or violates, and caused to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, and he should be held liable as the employer for such violation.

During the relevant timeframe, Defendants employed Plaintiff as non-exempt hourly employee beginning in 2017 until December 29, 2021, when Defendants terminated her illegally and after violating several California Labor Code and Government Code sections.

Defendants failed to maintain accurate payroll records, such that Plaintiff was given wage statements which were inaccurate and Plaintiff was not paid for all the wages and overtime compensation. Plaintiff's attorney received the time sheets and wage statements of the Plaintiff, on 1/24/2023, hence the need to amend the PAGA notice.

In 2013, the Legislature amended subdivision (e) of Labor Code section 226, adding language explaining that an "employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required" by subdivision (a) of that statute, and "the employee cannot promptly and easily determine from the wage statement alone one or more" of several of the required items, including total hours worked, all applicable hourly rates in effect, and the corresponding number of hours worked at each rate. (Lab. Code, § 226, subd. (e)(2)(B).) The amended statute further provides that " 'promptly and easily determine' means a reasonable person would be able to readily ascertain the information without reference to other documents or information." (Lab. Code, § 226, subd. (e)(2)(C).) This provision renders the inquiry an objective one; the amendment "clarifies that injury arises from defects in the wage statement, rather than from a showing that an individual experienced harm as a result of the defect." (*Lubin, supra*, 5 Cal.App.5th at p. 959; see also *Garnett v. ADT, LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1133 ["Whether an employee suffered injury is based solely on the information provided on the wage statement."].) Because the inquiry is objective, relying on whether a "reasonable person would be able to readily ascertain the information" (Lab. Code, § 226, subd. (e)(2)(C)), and not on whether any particular plaintiff could have, the inquiry now appears to be one easily amenable to common proof in a class action.¹⁵(*Lubin*, at p. 959,.)

Defendants failed to keep accurate records to document Plaintiff's working hours and meal breaks. Recently the Supreme Court of California held that:

"Every employer shall keep accurate information with respect to each employee [¶] ... [¶] ... Meal periods ... shall also be recorded.".) It is important that employers keep accurate records so that enforcement agencies can " 'adequately investigate and enforce' a wage order's meal period provisions." (*Brinker*, at p. 1053, 139 Cal.Rptr.3d 315, 273 P.3d 513 (conc. opn. of Werdegar, J.).) Because time records are required to be accurate, it makes sense to apply a rebuttable presumption of liability when records show noncompliant meal periods. If the records are accurate, then the records reflect an employer's true liability; applying the presumption would not adversely affect an employer that has complied with meal period requirements and has maintained accurate records. If the records are incomplete or inaccurate — for example, the records do not clearly indicate whether the employee chose to work during meal periods despite bona fide relief from duty — then the employer can offer evidence to rebut the presumption. It is appropriate to place the burden on the employer to plead and prove, as an affirmative defense, that it genuinely relieved employees from duty during meal periods. (*Ibid.*) "To place the burden elsewhere would offer an

employer an incentive to avoid its recording duty and a potential windfall from the failure to record meal periods.” (*Id.* at p. 1053, fn. 1, 139 Cal.Rptr.3d 315, 273 P.3d 513.) “ “[W]here the employer has failed to keep records required by statute, the consequences for such failure should fall on the employer, not the employee.” ’ ’ (*Ibid.*)

Donohue v. AMN Servs., LLC, (2021) 11 Cal. 5th 58, 76, 481 P.3d 661, 674

The time sheets and wage statements reflect that the working hours were rounded. Meal breaks were not consistently recorded. For example, time sheets for period of 6/29/2020 to 3/26/21, all show identical start and stop time for 4 hour block of working hours and .5 hour of meal break.

Furthermore, Plaintiff was not allowed to take all her uninterrupted rest breaks for full day of work which lasted minimum of 4 hours.

Also, during her employment, Plaintiff frequently did not receive a thirty-minute, uninterrupted, off-duty meal break for every shift she worked that lasted more than five hours.

Plaintiff claims that because Defendants did not properly compensate its employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest and meal break, and failed to pay them overtime for all hours worked, the employees’ wage statements did not accurately reflect all the hours worked and the wages earned. As such, Plaintiff claims that Defendants provided all its past and present employees with improper wage statements. Also she was paid a bonus which should have been included in her payrate for overtime payment calculation.

Plaintiff also claims that Defendants did not provide her and all other past and present employees with rest and meal breaks. Furthermore, Plaintiff claims that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest or meal break. As a result, Defendants failed to pay its employees for all wages earned. Therefore, Plaintiff and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed breaks, nor accounted for overtime pay for hours employees worked.

Defendants did not issue an accurate final paycheck to Plaintiff in accordance with the timeframes prescribed by law.

Plaintiff claims on her own behalf and also on behalf of all past and present employees that she worked in excess of statutory hours per day and per week but did not receive compensation for all the hours worked and was not paid overtime.

Moreover, Defendants failed to pay timely accurate paycheck upon the separation of the employees. Therefore, Plaintiff also claims a violation of Labor Code section 201-203 on behalf of all employees who were fired or stopped working for the Defendants.

Plaintiff had to spend her own money to carry out her duties for Defendants' business, but Defendants failed to accurately reimburse her for these costs. Plaintiff had to use her own cell phone regularly in order to communicate with her supervisor but was not reimbursed for her cell phone use in carrying out her duties for Defendants. All said expenses were necessary for her to fulfill her job function for the Defendants.

Plaintiff claims that Defendants' conduct, as stated herein, including not keeping track of actual working hours and meal periods, not paying their employees all wages owed, including wages for all hours worked, overtime, missed rest and meal breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, and not reimbursing business expenses, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiff can be contacted through their attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Plaintiff and other similarly situated individuals, past and present employees, may also be entitled to penalties pursuant to Labor Code section 2699, et seq.

On behalf of Plaintiff, and all other past and present employees, our office will be filing a civil complaint against Defendants, alleging the above causes of action including PAGA claim and request damages pursuant to but not limited to the following labor code sections ***98.6, 201-205, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 227.3, 256, 233, 234, 246, 246.5, 248.5, 510-512, 551-553, 558, 558.1, 1174, 1174.5, 1193.6, 1194-1197.1, 1198-1199.5 and 2698-2699, 2699.5 and 2802 and applicable IWC.***

Very truly yours,
LAW OFFICES OF FARRAH MIRABEL
/s/ Farrah Mirabel
Farrah Mirabel, Esq.