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Electronically FILED by
Superior Court of California,
County of Los Angeles
3/18/2026 9:01 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALLISON N. MITCHELL, an individual, and
in her representative capacity,

Plaintiff,

v.

STREAMLINE GROWTH STRATEGIES
LLC, a limited liability company, MANDA L.
KOSS, an individual, and DOES 1 through
100, inclusive,

Defendants.

Case No. 26STCV08636

COMPLAINT FOR DAMAGES

- (1) Retaliation in Violation of Labor Code § 1102.5
- (2) Wrongful Termination in Violation of Public Policy
- (3) Failure to Pay Lawful Wages (Labor Code §§ 1194, 1197, 2751-2752)
- (4) Failure to Pay Lawful Overtime Wages (Labor Code §§ 510, 1194)
- (5) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof (Labor Code §§ 512, 226.7)
- (6) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof (Labor Code § 226.7)
- (7) Failure to Timely Pay Wages (Labor Code §§ 204, 210)
- (8) Failure to Timely Pay Wages at End of Employment (Waiting Time Penalties) (Labor Code §§ 201-203)
- (9) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Wage Statement Violations) (Labor Code § 226)
- (10) Failure to Reimburse Business Expenses (Labor Code §§ 2800, 2802)
- (11) Failure to Pay Vacation Time at the Appropriate Rate of Pay (Labor Code § 227)

- (12) Failure to Maintain and/or Provide Employment Records (Labor Code §§ 226, 1174)
- (13) Violations of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*)
- (14) Violation of the Private Attorneys' General Act of 2004 ("PAGA") [Labor Code §§ 2698, *et seq.*]

JURY TRIAL DEMANDED

COMES NOW Plaintiff ALLISON N. MITCHELL ("Plaintiff"), who alleges and complains, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, as follows:

I. INTRODUCTION

1. Plaintiff was employed by Defendants (defined below) and worked for them in the corporate growth industry throughout Southern California, including Los Angeles County, as a Client Marketing Manager from approximately September 2021. Defendants operate a corporate growth company doing business in California including hiring California residents as employees within the State of California. Plaintiff is informed and believes that Defendants generally employ more than five (5) employees working within California.

2. At all pertinent times during the applicable limitations period, Defendants have implemented a uniform policy to willfully misclassify their Client Marketing Managers and upon information and belief other management employees as exempt when they are plainly non-exempt employees under California law, and to pay employees improperly under the applicable California Wage Orders.

3. Going back many years, Defendants have blatantly and intentionally misclassified Plaintiff and, upon information and belief, other managerial employees as exempt employees when they are plainly non-exempt, hourly employees under California law.

4. From the first day of Plaintiff's employment, and up through the day her employment was terminated, Defendants misclassified Plaintiff as an exempt employee by, among other things, wantonly and inexplicitly failing to meet the minimum salary threshold required for her to be

1 classified as “exempt.” This misclassification has deprived, and continues to deprive, Plaintiff of
2 various protections under the California Labor Code.

3 5. In May 2025, and at other times during Plaintiff’s employment, Plaintiff raised this
4 issue and related issues to Defendants to see whether the issues could be addressed and remedied.
5 But rather than acknowledging any wrongdoing, and rather than proposing any agreement or plan to
6 repay the substantial amounts of wrongfully withheld wages and underpayments from the prior four
7 years, Defendants responded by terminating Plaintiff’s employment.

8 6. In response to Plaintiff raising concerns during her employment, Defendants retaliated
9 against Plaintiff by, among other things, verbally harassing Plaintiff; refusing to pay Plaintiff owed
10 wages; disparaging Plaintiff when Plaintiff took appropriate time off; interfering with Plaintiff’s
11 proper use of accrued sick time and vacation time; undermining Plaintiff’s work; assigning Plaintiff
12 a disproportionate amount of work compared to other employees; unfairly increasing the level of
13 supervision over Plaintiff; and ultimately terminating Plaintiff’s employment for having made such
14 complaints.

15 7. Plaintiff was misclassified by Defendants because: (1) Plaintiff did not and/or does
16 not customarily and regularly exercise discretion and independent judgment in matters of
17 consequence to Defendants’ business and was not and/or are not “primarily engaged” (more than one-
18 half of the employee’s work time) in performing managerial tasks; (2) Plaintiff did not and/or does
19 not spend at least half of their work time doing office or non-manual work directly related to
20 managerial policies or the general business operations of Defendants; and/or (3) as noted above,
21 Plaintiff did not, and does not, receive a salary that was or is equivalent to no less than two times the
22 state minimum wage for full-time employment. Therefore, Plaintiff was and is entitled to various
23 forms of compensation, for which she was excluded, because Defendants misclassified her as
24 “exempt.”

25 8. Given these facts, Defendants have violated, and continue to violate, numerous
26 provisions of the California Labor Code, including failing to meet the minimum salary threshold for
27 her (and potentially other employees) to be properly classified as exempt.

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1 9. Defendants subjected Plaintiff and others to various additional unlawful wage and
2 hour practices, including but not limited to, as stated herein: (1) willfully misclassifying Plaintiff and
3 others as exempt employees; (2) failing to pay overtime pay and/or minimum wages; (3) failing to
4 provide uninterrupted off-duty meal periods and/or required penalties; (4) failing to provide
5 uninterrupted off-duty rest periods and/or required penalties; (5) failing to pay out accrued but unused
6 vacation time; (6) failing to timely pay all wages due upon termination; (6) failing to timely pay
7 wages during employment; (7) failing to maintain adequate records including but not limited to failing
8 to furnish accurate wage statements; (8) failing to pay or reimburse work-related expenses;
9 (9) violating California's PAGA statute; and (10) violating California's Unfair Business Practices
10 statute.

11 10. Based on the following facts and theories, Defendants have violated and/or continue
12 to violate, among other provisions of the California Labor Code and applicable wage law, California
13 Labor Code sections 201-203, 204, 204c, 206, 206.5, 207, 210, 216, 226, 226(a)-(f), 226.3, 226. 6,
14 226.7, 227.3, 233-234, 245-249, 432, 432.5, 510, 512(a), 558, 558.1, 1102.5, 1102.6, 1174(d), 1174.5,
15 1182.12, 1183, 1194, 1194.2, 1197, 1197.1, 1198-1198.5, 2800, 2802, 2810.5, and all applicable IWC
16 Wage Orders including inter alia, Wage Orders 4-2001, 5-2001, and 17-2001.

17 **II. THE PARTIES**

18 11. Plaintiff is, and at all times relevant to this action, a resident of Los Angeles County,
19 California. Plaintiff worked for Defendants throughout Southern California, including Los Angeles
20 County, as a Client Marketing Manager, from September 2021 to May 30, 2025.

21 12. Plaintiff is informed and believes that Defendant STREAMLINE GROWTH
22 STRATEGIES LLC ("STREAMLINE"), is and was, a Limited Liability Company, authorized to
23 transact, and transacting, business in the State of California and County of Los Angeles. Plaintiff is
24 informed and believes, and thereon alleges that, at part of the relevant times herein, STREAMLINE
25 operated in locations throughout the State of California, including but not limited to, the County of
26 Orange and County of Los Angeles, State of California. Plaintiff is informed and believed, and
27 thereon alleges that, at all times relevant herein, STREAMLINE employed more than five (5)
28 employees for each working day during each of twenty (20) or more calendar weeks in each relevant

1 calendar year.

2 13. Plaintiff is informed and believes that Defendant MANDA L. KOSS (“KOSS”), is and
3 was an individual, acting on behalf of STREAMLINE pursuant to California Labor Code 558.1, and
4 had control over employee payments and wages including in Plaintiff’s role as the Company’s
5 President and CEO and was working and/or residing in California during the relevant time period.
6 Plaintiff is informed and believes, and thereon alleges that, at all relevant times herein, KOSS, acting
7 on behalf of STREAMLINE, is an owner, director, officer, or managing agent of STREAMLINE and
8 in that role violated or caused to be violated certain provisions of the California Labor Code at various
9 locations throughout the State of California, including but not limited to the County of Orange and
10 County of Los Angeles, State of California.

11 14. Defendants STREAMLINE and KOSS are collectively known as “Defendants.”

12 15. The true names and capacities of the defendants named herein as Does 1 through 100,
13 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who
14 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
15 section 474. Plaintiff is informed and believes that all of the Doe defendants are California residents.
16 Plaintiff will amend this Complaint to show such true names and capacities when they have been
17 determined.

18 16. Plaintiff is informed and believes that at all times relevant herein, each Defendant
19 designated, including Defendants, and Does 1 through 100, was the agent, managing agent, principal,
20 owner, partner, joint venturer, representative, manager, servant, employee and/or coconspirator of
21 each of the other defendants, and was at all times mentioned herein acting within the course and scope
22 of said agency and employment, and that all acts or omissions alleged herein were duly committed
23 with the ratification, knowledge, permission, encouragement, authorization and consent of each
24 Defendants designated herein. Defendants, if not separately noted, are collectively liable under either
25 a joint employer or a single enterprise theory, or in the alternative that each is an alter ego of one
26 another.

27 17. Defendants are, and at all times herein mentioned were, (a) conducting business in the
28 County of Los Angeles, State of California, and (b) the employer (or other person acting on behalf of

1 the employer) of Plaintiff consistent with the California Labor Code and Industrial Welfare
2 Commission Wage Orders (“Wage Orders”).

3 18. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the
4 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
5 each of said Defendant employers jointly liable under the statutory provisions set forth herein.

6 **III. JURISDICTION AND VENUE**

7 19. This Court has jurisdiction over this action pursuant to the California Constitution
8 Article VI, Section 10, which grants the California Superior Court original jurisdiction in all causes
9 except those given by statute to other courts. The monetary damages and restitution sought by
10 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
11 according to proof at trial.

12 20. Plaintiff is a resident of Orange County and is a citizen of the State of California and
13 domiciled in the State of California.

14 21. Defendants STREAMLINE and KOSS are residents of California, have sufficient
15 minimum contacts in California, and/or otherwise intentionally avails themselves of the California
16 market so as to render the exercise of jurisdiction over it by the California Courts consistent with
17 traditional notions of fair play and substantial justice.

18 22. Venue is proper in this Court because upon information and belief, one or more of the
19 Defendants reside, transact business, or have offices in this County and the acts or omissions alleged
20 herein took place in this County.

21 **IV. DESCRIPTION OF WRONGFUL EMPLOYMENT PRACTICES**

22 23. Plaintiff began working for Defendants in September 2021, as a Client Marketing
23 Manager. During her entire employment with Defendants, Plaintiff provided substantial amounts of
24 her valuable time and effort as a loyal and dedicated employee of Defendants. Unbeknownst to
25 Plaintiff, Defendants were exploiting and taking advantage of Plaintiff’s labor and efforts to their
26 benefit and her detriment.

27 24. From the first day of Plaintiff’s employment, and up through the date her employment
28 was terminated, Defendants misclassified Plaintiff as an exempt employee by, among other things,

wantonly and inexplicitly failing to meet the minimum salary threshold required for her to be classified as “exempt.” This misclassification has deprived, and continues to deprive, Plaintiff of various protections under the California Labor Code. Defendants have continued to engage in these wrongful practices despite being advised of the improper practices and have engaged in conduct demonstrating willful violations of their obligations under the Labor Code.

25. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff; and to hire and terminate the employment of Plaintiff.

26. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

27. Plaintiff is informed and believes and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against Plaintiff including, but not limited to, misclassifying Plaintiff as exempt, when she is, in fact, non-exempt. As set forth in more detail below, this scheme involved, inter alia, failing to pay Plaintiff for all hours worked, including minimum and overtime wages. Defendant also implemented policies that prohibited Plaintiff from accurately recording the actual time worked, resulting in a failure to pay Plaintiff all wages owed. In addition, Defendant routinely failed to permit Plaintiff to take timely and duty-free meal periods and rest periods in violation of California law. Defendant also failed to reimburse Plaintiff for all necessary business-related expenses.

28. More specifically, Defendants violated the applicable IWC Wage Orders by engaging in the following conduct described more fully below.

EXHAUSTION

29. On or about August 5, 2025, Plaintiff complied with the notice requirements pursuant to California Labor Code § 2699.3 and gave written notice via online filing and certified mail of the specific provisions alleged to have been violated to the Labor and Workforce Development Agency (“LWDA”) and Defendants. See, LWDA Case No.: LWDA-CM-1119071-25 The notice sent to the LWDA and to Defendants is incorporated herein by reference.

1 30. The LWDA has not provided notice of its intention to investigate Defendants'
2 violations.

3 **V. LEGAL CLAIMS**

4 **FIRST CAUSE OF ACTION**

5 **Retaliation in Violation of Labor Code § 1102.5**

6 **(By Plaintiff Against Defendants STREAMLINE and Does 1 through 100)**

7 31. Plaintiff incorporates by this reference the relevant allegations contained in this
8 pleading as if fully set forth herein.

9 32. Plaintiff claimed, protested, and complained about Defendants' unlawful practices and
10 procedures of repeatedly violating California Labor Code laws including, but not limited to, wrongful
11 pay structures, failing to properly reimburse business expenses, interfering with and discouraging
12 employees from taking proper sick days and vacation time. In response, Defendants retaliated against
13 Plaintiff by, among other things, verbally harassing Plaintiff; refusing to pay Plaintiff owed wages;
14 disparaging Plaintiff when Plaintiff took appropriate time off; interfering with Plaintiff's proper use
15 of accrued sick time and vacation time; undermining Plaintiff's work; assigning Plaintiff a
16 disproportionate amount of work compared to other employees; unfairly increasing the level of
17 supervision over Plaintiff; and ultimately terminated Plaintiff's employment for having made such
18 complaints.

19 33. Defendants retaliated against Plaintiff for disclosing information to a person with
20 authority over Plaintiff or another employee who had the authority to investigate, discover or correct
21 what Plaintiff had reasonable cause to believe were violations of, or noncompliance with state or
22 federal statute(s) or local, state, or federal rule(s) or regulation(s), including, but not limited to, unpaid
23 wages conditions. Defendants' conduct violated the provisions of California Labor Code section
24 1102.5(b).

25 34. Defendants' conduct violated the provisions of California Labor Code section 1102.5.

26 35. Defendants are also liable for a civil penalty not exceeding ten thousand dollars
27 (\$10,000) for each violation of Labor Code section 1102.5.

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36. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses, including without limitation, loss of wages and benefits, and the intangible loss of employment-related opportunities and damage to Plaintiff's professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest pursuant to California Civil Code sections 3287, 3288, and/or any other provision of law providing for prejudgment interest.

37. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and continues to suffer severe anxiety, worry, embarrassment, humiliation, shame, mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that Plaintiff will continue to experience said emotional suffering for a period in the future Plaintiff cannot presently ascertain, all in an amount subject to proof at the time of trial.

38. The above recited actions of Defendants were done with malice, fraud, and/or oppression and in reckless disregard of the rights of Plaintiff. Plaintiff is informed and believes and on that basis alleges that the acts taken towards Plaintiff were carried out by officers, directors, and/or managing agents of Defendants and/or with the ratification and approval of officers, directors, and/or managing agents of Defendants in a malicious, oppressive, and fraudulent manner in order to harm Plaintiff, or with a willful and conscious disregard of Plaintiff's rights, thereby causing Plaintiff unjust hardship, humiliation, and/or emotional distress. Such conduct was despicable and justifies an award of punitive damages against Defendants in an amount sufficient to punish and make an example of Defendants, and each of them, and to deter them from engaging in such conduct again in the future, in an amount according to proof at time of trial.

39. Plaintiff requests relief as described below.

SECOND CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(By Plaintiff Against Defendants STREAMLINE and Does 1 through 100)

40. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

1 41. Throughout all times relevant herein, Defendants engaged in a number of improper
2 employment practices including, but not limited to, improper wage payments, improper bullying and
3 harassment, inappropriate comments regarding Plaintiff, and other conditions and ultimately
4 terminated Plaintiff's employment.

5 42. Defendants' adverse employment actions against Plaintiff termination of Plaintiff's
6 employment violated the public policy of the State of California against retaliation for voicing
7 complaints of illegality and improper wage payments, as stated in Article I, Section 8 of the California
8 Constitution, Labor Code section 1102.5, and as set forth in *Vazquez v. Franklin Management Real*
9 *Estate Fund, Inc.* (2013) 222 Cal.App.4th 819, 831-832 ("California's minimum wage law represents
10 a fundamental policy for purposes of a claim for wrongful termination or constructive discharge in
11 violation of public policy.")

12 43. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
13 has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses,
14 including without limitation, loss of salary and benefits, and the intangible loss of employment-
15 related opportunities and damage to Plaintiff's professional reputation, all in an amount subject to
16 proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest
17 pursuant to California Civil Code sections 3287, 3288, and/or any other provision of law providing
18 for prejudgment interest.

19 44. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
20 has suffered and continues to suffer severe anxiety, worry, embarrassment, humiliation, shame,
21 mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that she
22 will continue to experience said emotional suffering for a period in the future she cannot presently
23 ascertain, all in an amount subject to proof at the time of trial.

24 45. The above recited wrongful acts of Defendants against Plaintiff were done with
25 malice, fraud, and/or oppression and in reckless disregard of the rights of Plaintiff. Plaintiff is
26 informed and believes and on that basis alleges that the wrongful acts taken towards her were carried
27 out by officers, directors, and/or managing agents of Defendants and/or with the ratification and
28 approval of officers, directors, and/or managing agents of Defendants in a malicious, oppressive, and

1 fraudulent manner in order to harm Plaintiff, or with a willful and conscious disregard of Plaintiff's
2 rights, thereby causing her unjust hardship, humiliation, and/or emotional distress. Such conduct was
3 despicable and justifies an award of punitive damages against Defendants in an amount sufficient to
4 deter them from engaging in such conduct again in the future, in an amount according to proof at time
5 of trial.

6 46. Plaintiff requests relief as described below.

7 **THIRD CAUSE OF ACTION**

8 **Failure to Pay Lawful Wages (Labor Code §§ 1194, 1197, 2751-2752)**

9 **(By Plaintiff Against All Defendants)**

10 47. Plaintiff incorporates by this reference the relevant allegations contained in this
11 pleading as if fully set forth herein.

12 48. At all relevant times during Plaintiff's employment, Plaintiff was a non-exempt
13 employee of Defendants and entitled to the benefits and protections of the California Labor Code
14 sections 204, 510, 1194, and 1198, and the applicable Wage Order(s).

15 49. Employers must compensate non-exempt employees for "off-the-clock" work if the
16 employers knew or should have known that the employees were working those hours. (*Morillion v.*
17 *Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

18 50. Defendants required Plaintiff to work in excess of eight hours per day and/or 40 hours
19 in a week. Defendants maintained policies and procedures that prevented Plaintiff from reporting
20 work hours beyond eight hours per day and 40 hours per week. Defendants failed to pay Plaintiff
21 wages for all hours worked beyond eight hours in a day and 40 hours in a week. Defendants knew or
22 should have known that Plaintiff was performing work in excess of eight hours per day and 40 hours
23 per week without separate compensation for such work.

24 51. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
25 Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants'
26 failure to compensate Plaintiff for all hours worked at the correct rate(s) of pay.

27 52. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
28 amount, subject to proof, to the extent Plaintiff was not paid the full amount of wages earned during

1 each pay period of Plaintiff's employment, including overtime wages.

2 53. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover unpaid minimum
3 wages, overtime wages, interest thereon, and awards of costs and reasonable attorneys' fees, all in
4 amounts subject to proof.

5 54. Defendants have failed to maintain policies that compensate Plaintiff and an amount
6 equal to or greater than the minimum wage for all hours worked, as required by California Labor
7 Code sections 1182.12, 1194, 1197, 1197.1, and applicable wage orders. All hours must be paid at
8 the statutory or agreed rate, and no part of this rate may be used as a credit against a minimum wage
9 obligation. Among other things, Plaintiff was required to perform an array of "off-the-clock" work,
10 including performing work before or after scheduled shifts and working through or during meal
11 periods and rest periods. As a result, Defendants do not pay Plaintiff for the minimum wages worked
12 on a daily basis, weekly basis, and/or due to untimely, interrupted, or non-duty-free meal periods or
13 rest periods.

14 55. The applicable IWC Wage Order, the California Minimum Wage Order, and Labor
15 Code sections 1182.11, 1182.12, 1194, and 1197, all require that employees receive the minimum
16 wage for all hours worked.

17 56. Labor Code section 1194 entitles an employee receiving less than the legal minimum
18 wage to recover the unpaid balance of the full amount of the minimum wage, including interest
19 thereon, reasonable attorneys' fees, and costs of suit.

20 57. Labor Code section 1194.2 entitles an employee receiving less than the legal minimum
21 wage to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
22 thereon.

23 58. Defendants also violated municipal minimum wage ordinances. Municipal minimum
24 wage ordinances across the State of California require all employees who work within the geographic
25 boundaries of a city to be paid at least the municipal minimum wage for all hours worked.

26 59. Plaintiff worked in one or more cities that have municipal minimum wage ordinances.

27 60. By failing to compensate Plaintiff for all hours worked, Defendants have violated one
28 or more minimum wage ordinances, including without limitation the minimum wage ordinance(s) of

1 Los Angeles and Los Angeles County, among others.

2 61. As a result of Defendants' unlawful acts, Plaintiff has been deprived of wages owed
3 to Plaintiff in an amount to be determined at trial, and Plaintiff is entitled to recover such amount,
4 plus interest thereon, liquidated damages, attorneys' fees and costs, and such other legal and equitable
5 relief as may be just and proper.

6 62. Plaintiff requests relief as described below.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Pay Lawful Overtime Wages (Labor Code §§ 510, 1194)**

9 **(By Plaintiff Against All Defendants)**

10 63. Plaintiff incorporates by this reference the relevant allegations contained in this
11 pleading as if fully set forth herein.

12 64. Labor Code sections 510, *et seq.* requires an employer to pay 1.5 times an employee's
13 regular rate of pay for any hours worked over eight hours in a day and/or 40 hours in a week.

14 65. On information and belief, Plaintiff at times worked more than eight hours in a day
15 and more than forty hours in a week while completing services as a Client Marketing Manager for
16 Defendants, for which Defendants did not pay Plaintiff overtime premium compensation.

17 66. By failing to pay overtime compensation to Plaintiff, as alleged herein, Defendants
18 violated the applicable IWC Wage Order and Labor Code sections 510, *et seq.*

19 67. As a result of Defendants' unlawful acts, Plaintiff has been deprived of overtime
20 compensation in an amount to be determined at trial, and is entitled to recovery of such amounts, plus
21 interest thereon, and attorneys' fees and costs, under Labor Code section 1194.

22 68. Plaintiff requests relief as described below.

23 **FIFTH CAUSE OF ACTION**

24 **Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**

25 **(Labor Code §§ 512, 226.7)**

26 **(By Plaintiff Against All Defendants)**

27 69. Plaintiff incorporates by this reference the relevant allegations contained in this
28 pleading as if fully set forth herein.

1 70. California Labor Code section 512 and Work Order 5, section 12(A)-(C) require every
2 California employer to provide all non-exempt employees a duty-free meal period of not less than 30
3 minutes, for a work period of more than five (5) hours, “except that if the total work period per day
4 is not more than six (6) hours, the meal period may be waived by mutual consent of the employer and
5 employee. An employer may not employ and employee for a work period of more than ten (10) hours
6 per day without providing the employee with a second meal period of not less than 30 minutes, except
7 that if the total hours work is no more than 12 hours, the second meal period may be waived by mutual
8 consent of the employer and the employee only if the first meal period was not waived.” Under
9 subdivision (a) of Labor Code section 226.7, an employer shall not require an employee to work
10 during meal periods mandated by state law. Subdivision (c) provides that “[i]f an employer fails to
11 provide an employee a meal . . . period in compliance with an applicable statute, wage order, etc. . . .
12 the employer shall pay the employee one (1) additional hour of pay at the employee’s regular rate of
13 compensation for each workday that the meal . . . period is not provided.”

14 71. Labor Code section 512(a) requires employers to provide unpaid meal periods to all
15 employees.

16 72. IWC Wage Order, section 11(A), provides that all employees working shifts of at least
17 five hours be provided with an unpaid meal period.

18 73. Defendants failed to authorize or permit Plaintiff to take an unpaid meal period for
19 each shift of at least five hours.

20 74. On information and belief, Plaintiff regularly worked in excess of five hours a day
21 without being provided an unpaid meal period while relieved of all duties, as required by the
22 applicable IWC Wage Order, section 11(A) and Labor Code section 512(a).

23 75. Because Defendants failed to authorize and permit Plaintiff to take compliant meal
24 periods, it is liable to Plaintiff for one hour of additional pay at the regular rate of compensation for
25 each workday that the compliant meal periods were not taken, penalties, and interest, pursuant to
26 Labor Code section 226.7(b), and the applicable IWC Wage Order, section 11(D), and attorneys’ fees
27 pursuant to Labor Code section 218.5.

28 76. Plaintiff requests relief as described below.

1 **SIXTH CAUSE OF ACTION**

2 **Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**

3 **(Labor Code § 226.7)**

4 **(By Plaintiff Against All Defendants)**

5 77. Plaintiff incorporates by this reference the relevant allegations contained in this
6 pleading as if fully set forth herein.

7 78. Labor Code section 226.7 and Work Order 5 section 12(A) require every California
8 employer to authorize and permit all non-exempt employees to take rest periods at the rate of ten (10)
9 minutes net rest time per four (4) hours, or a major fraction thereon. Under subdivision (a), an
10 employer shall not require an employee to work during rest periods mandated by state law.
11 Subdivision (c) provides that “[i]f an employer fails to provide an employee a rest period in
12 compliance with an applicable statute, wage order, etc. . . . the employer shall pay the employee one
13 (1) additional hour of pay at the employee’s regular rate of compensation for each workday that the
14 rest . . . period is not provided.”

15 79. Labor Code section 226.7 requires employers to provide paid rest periods to all
16 employees.

17 80. The applicable IWC Wage Order, section 12(A), provides in pertinent part as follows:
18 “Every employer shall authorize and permit all employees to take rest periods The authorized
19 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest
20 time per four (4) hours or major fraction thereof Authorized rest period time shall be counted as
21 hours worked for which there shall be no deduction from wages.

22 81. Defendants failed to authorize or permit Plaintiff to take a ten-minute paid rest period
23 for each four hours of work or major fraction thereof.

24 82. Plaintiff regularly worked in excess of three and a half hours a day without being
25 provided at least one paid 10-minute rest period in which Plaintiff was relieved of all duties, as
26 required by the applicable IWC Wage Order, section 12(A) and Labor Code section 226.7.

27 83. Because Defendants failed to authorize and permit Plaintiff to take compliant rest
28 periods, it is liable to Plaintiff for one hour of additional pay at the regular rate of compensation for

1 each workday that the compliant rest periods were not taken, penalties, and interest, pursuant to Labor
2 Code section 226.7(b), and the applicable IWC Wage Order, section 12(B), and attorneys' fees
3 pursuant to Labor Code section 218.5.

4 84. Plaintiff requests relief as described below.

5 **SEVENTH CAUSE OF ACTION**

6 **Failure to Timely Pay Wages (Labor Code §§ 204, 210)**

7 **(By Plaintiff Against Defendants STREAMLINE and Does 1 through 100)**

8 85. Plaintiff incorporates by this reference the relevant allegations contained in this
9 pleading as if fully set forth herein.

10 86. California Labor Code section 204 provides that all wages earned by any person in
11 any employment between the 1st and 15th days, inclusive of any calendar month, other than those
12 wages due upon termination of an employee, are due and payable between the 16th and 26th day of
13 the month during which the labor was performed.

14 87. California Labor Code section 204 provides that all wages earned by any person in
15 any employment between the 16th and the last day, inclusive, of any calendar month, other than those
16 wages due upon termination of an employee, are due and payable between the 1st and the 10th day
17 of the following month.

18 88. California Labor Code section 204 provides that all wages earned for labor in excess
19 of the normal work period shall be paid no later than the payday for the next regular payroll period.

20 89. During the relevant time period, Defendants intentionally and willfully failed to pay
21 Plaintiff all wages due to them, within any time period permissible under California Labor Code
22 section 204.

23 90. Plaintiff is entitled to recover all available remedies for Defendants' violations of
24 California Labor Code section 204, including statutory penalties pursuant to Labor Code section
25 210(b).

26 91. Plaintiff requests relief as described below.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Timely Pay Wages at End of Employment (Waiting Time Penalties)**

3 **(Labor Code §§ 201-203)**

4 **(By Plaintiff Against All Defendants)**

5 92. Plaintiff incorporates by this reference the relevant allegations contained in this
6 pleading as if fully set forth herein.

7 93. Labor Code section 201 requires an employer who discharges a California employee
8 to pay all compensation due and owing to that employee immediately upon discharge.

9 94. Labor Code section 202 requires an employer to pay all compensation due and owing
10 to a California employee who quits within 72 hours of that employee quitting, unless the employee
11 provides at least 72 hours' notice of quitting, in which case all compensation is due at the end of the
12 employee's final day of work.

13 95. Labor Code section 203 provides that if an employer willfully fails to pay
14 compensation promptly upon discharge, as required by section 201 or section 202, then the employer
15 is liable for waiting time penalties in the form of continued compensation in the amount of the
16 employee's average daily wage for up to 30 workdays.

17 96. Defendants willfully failed to timely pay compensation and wages, including unpaid
18 minimum wage pay, unpaid sick leave, unpaid premium pay for missed meal and rest periods, to
19 Plaintiff when Plaintiff's employment was terminated. As a result, Defendants are liable to Plaintiff
20 for waiting time penalties, together with reasonable attorneys' fees and costs, under Labor Code
21 section 203.

22 97. Plaintiff requests relief as described below.

23 **NINTH CAUSE OF ACTION**

24 **Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement**

25 **Provisions (Wage Statement Violations) (Labor Code § 226)**

26 **(By Plaintiff Against All Defendants)**

27 98. Plaintiff incorporates by this reference the relevant allegations contained in this
28 pleading as if fully set forth herein.

99. Labor Code section 226 requires employers semi-monthly or at the time of each payment of wages to furnish each employee with an itemized statement showing “(1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and . . . the last four digits of his or her social security number . . . , (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

100. The applicable IWC Wage Order, section 7(B) requires the same statement to include “(1) all deductions, (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee’s social security number; and (4) the name of the employer.

101. Labor Code section 226(e) provides that if an employer knowingly and intentionally fails to provide such a statement, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars (\$4,000).

102. Defendants knowingly and intentionally failed to furnish Plaintiff with timely, itemized statements showing all information required under Labor Code section 226(a) and the applicable IWC Wage Order, section 7(B). As a result, Defendants are liable to Plaintiff for the amounts provided for by Labor Code section 226(e) and for penalties, and attorneys' fees.

103. Plaintiff requests relief as described below.

TENTH CAUSE OF ACTION

Failure to Reimburse Business Expenses (Labor Code §§ 2800, 2802)

(By Plaintiff Against All Defendants)

104. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

105. Labor Code section 2802 requires an employer to reimburse employees for any work-related expenses.

106. While acting on the direct instructions of Defendants and discharging duties for Defendants, Plaintiff incurred work-related expenses. Such expenses include but are not limited to

1 home office equipment, internet and cellular phone and associated data costs.

2 107. Plaintiff necessarily incurred these expenses and losses as a direct result of performing
3 job duties for Defendants.

4 108. Defendants failed to indemnify or reimburse Plaintiff for these expenditures and
5 losses. By requiring Plaintiff to pay expenses and cover losses that Plaintiff incurred in direct
6 consequence of the discharge of Plaintiff's duties for Defendants and/or in obedience to Defendants'
7 direction, Defendants violated the applicable IWC Wage Order and Labor Code section 2802.

8 109. As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to
9 damages in the amount of Plaintiff's suffered substantial losses, as well as pre-judgment interest,
10 costs, and attorneys' fees for the prosecution of this action.

11 110. Plaintiff requests relief as described below.

12 **ELEVENTH CAUSE OF ACTION**

13 **Failure to Pay Vacation Time at the Appropriate Rate of Pay (Labor Code § 227, 227.3)**

14 **(By Plaintiff Against Defendants STREAMLINE and Does 1 through 100)**

15 111. Plaintiff incorporates by this reference the relevant allegations contained in this
16 pleading as if fully set forth herein.

17 112. Labor code section 227 requires that, "Whenever an employer has agreed with any
18 employee to make payments to a health or welfare fund, pension fund or vacation plan, or other
19 similar plan for the benefit of the employees, or a negotiated industrial promotion fund, or has entered
20 into a collective bargaining agreement providing for these payments, it shall be unlawful for that
21 employer willfully or with intent to defraud to fail to make the payments required by the terms of that
22 agreement. A violation of any provision of this section where the amount the employer failed to pay
23 into the fund or funds exceeds five hundred dollars (\$500) shall be punishable by imprisonment
24 pursuant to subdivision (h) of section 1170 of the Penal Code, or in a county jail for a period of not
25 more than one year, by a fine of not more than one thousand dollars (\$1,000), or by both that
26 imprisonment and fine. All other violations shall be punishable as a misdemeanor."

27 113. Defendants violated their agreement to make payments to Plaintiff's vacation plan by,
28 among other things, failing to compensate Plaintiff at the proper rate of pay to meet the exemption

1 threshold. As a result, Defendants are liable to Plaintiff for the unpaid and/or underpaid vacation
2 wages.

3 114. Labor Code sections 201 and 227.3 require an employer who discharges an employee
4 to pay all compensation due and owing to that employee immediately upon discharge. Labor Code
5 section 202 requires an employer to pay all compensation due and owing to an employee who quit
6 within 72 hours of that employee quitting, unless the employee provides at least 72 hours' notice of
7 quitting, in which case all compensation is due at the end of the employee's final day of work. Labor
8 Code section 203 provides that if an employer willfully fails to pay compensation promptly upon
9 discharge, as required by section 201 or section 202, then the employer is liable for waiting time
10 penalties in the form of continued compensation of up to 30 workdays.

11 115. Unless otherwise provided by a collective-bargaining agreement, whenever a contract
12 of employment or employer policy provides for paid vacations, and an employee is terminated
13 without having taken off Plaintiff's vested vacation time, all vested vacation shall be paid to Plaintiff
14 as wages at Plaintiff's final rate in accordance with such contract of employment or employer policy
15 respecting eligibility or time served; provided, however, that an employment contract or employer
16 policy shall not provide for forfeiture of vested vacation time upon termination.

17 116. Defendants willfully failed to timely pay compensation and wages, including vested
18 and unused vacation time to Plaintiff when Plaintiff's employment was terminated. As a result,
19 Defendants are liable to Plaintiff for the unpaid and/or underpaid vacation wages, in addition to,
20 waiting time penalties, together with reasonable attorneys' fees and costs, under Labor Code section
21 203.

22 117. Plaintiff requests relief as described below.

23 **TWELFTH CAUSE OF ACTION**

24 **Failure to Maintain and/or Provide Employment Records (Labor Code §§ 226, 1174)**

25 **(By Plaintiff Against All Defendants)**

26 118. Plaintiff incorporates by this reference the relevant allegations contained in this
27 pleading as if fully set forth herein.

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1 119. Labor Code section 1174 states, in pertinent part, that “[e]very person employee labor
2 in this state shall . . . (c) Keep a record showing the names and addresses of all employees employed
3 . . . [and] (d) Keep, at a central location in the state . . . or establishments at which employees are
4 employed, payroll records showing the hours worked daily by and the wages paid to . . . employees
5 employed at the respective . . . establishments. These records shall be kept . . . in a file for not less
6 than three years. . . Likewise, Wage Order 5, section 7 requires that “(A) [e]very employer shall keep
7 accurate information with respect to each employee including the following: (1) the full name, home
8 address, occupation and social security number (2) Birth date . . . (3) Time records showing when the
9 employee begins and ends each work period, meal periods, split shift intervals and total daily hours
10 worked shall also be recorded . . . (5) Total hours worked in the payroll period and the applicable
11 rates of pay. This information shall be made readily available to the employee upon reasonable
12 request” In addition, Labor Code section 353 also requires employers to keep accurate records
13 of all gratuities or tips they receive, directly or indirectly, which may not be collected by “managers”
14 or owners under Labor Code section 351. Labor Code section 1174.5 provides that “any person
15 employing labor who willfully fails to maintain the records required under subdivision (c) of section
16 1174 or accurate or complete records required by subdivision (d) of section 1174 . . . shall be subject
17 to a civil penalty of five hundred dollars (\$500). Subdivision (d) of section 1174.5 states that “[a]ny
18 person, or officer or agent thereof, is guilty of a misdemeanor who fails to keep any of the records
19 required by section 1174.

20 120. For the reasons and bases noted here, Defendants have, among other things, willfully
21 failed to keep, maintain, or provide adequate records regarding Plaintiff.

22 121. As a result of Defendants’ violations of California Labor Code sections 201-204, 206,
23 216, 512, and 1174, Defendants are liable to Plaintiff for any applicable penalties, together with
24 reasonable attorneys’ fees and costs, under the applicable Labor Code sections.

25 122. Plaintiff requests relief as described below.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **Violations of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*)**

3 **(By Plaintiff Against All Defendants)**

4 123. Plaintiff incorporates by this reference the relevant allegations contained in this
5 pleading as if fully set forth herein.

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

8 125. California Business & Professions Code section 17204 allows any person acting “for
9 the interests of itself, its members or the general public” to prosecute a civil action for violation of
10 the UCL.

11 126. Beginning in or around 2021, Defendants improperly, fraudulently, and unlawfully
12 classified Plaintiff as an “exempt” employee and thereby committed unlawful, unfair, and/or
13 fraudulent business acts and practices as defined by California Business & Professions Code section
14 17200, by engaging, among other things, in the following:

- 15 a. failing to indemnify Plaintiff for employment-related business expenses and losses;
- 16 b. failing to pay the minimum wage to Plaintiff required under California law;
- 17 c. failing to pay overtime compensation to Plaintiff required by California law;
- 18 d. failing to authorize and permit paid rest periods and unpaid meal periods;
- 19 e. failing to provide accurate itemized wage statements to Plaintiff;
- 20 f. failing to provide paid sick leave in compliance with the California Healthy
21 Workplaces, Healthy Families Act of 2014; and
- 22 g. failing to pay all wages due at termination of employment.

23 127. Defendants’ violations of these laws were unlawful, unfair, and/or fraudulent
24 predicate acts and practices for purposes of California Business and Professions Code section 17200.

25 128. As a direct and proximate result of Defendants’ unlawful, unfair, and/or fraudulent
26 acts and practices described herein, Defendants received and continues to hold ill-gotten gains
27 belonging to Plaintiff. As a direct and proximate result of Defendants’ unlawful business practices,
28 Plaintiff suffered economic injuries including, but not limited to, unreimbursed out-of-pocket

1 business expenses, unpaid minimum wage, unpaid compensation for missed rest and meal breaks,
2 and unpaid sick leave, among other things. Defendants have profited from these unlawful, unfair,
3 and/or fraudulent acts and practices in the amount of those business expenses and compensation.

4 129. Plaintiff is entitled to restitution pursuant to California Business & Professions Code
5 sections 17203 and 17208 for all unpaid business expenses, rest and meal period compensation,
6 unpaid minimum wages, unpaid sick leave, and interest.

7 130. Plaintiff is entitled to enforce all applicable penalty provisions of the California Labor
8 Code pursuant to California Business & Professions Code section 17202.

9 131. By all of the foregoing alleged conduct, Defendants has committed, and is continuing
10 to commit, ongoing unlawful, unfair and fraudulent business practices within the meaning of
11 California Business & Professions Code sections 17200, *et seq.*

12 132. As a direct and proximate result of the unfair business practices described above,
13 Plaintiff has suffered significant losses and Defendants have been unjustly enriched.

14 133. Pursuant to California Business & Professions Code section 17203, Plaintiff is entitled
15 to: (a) restitution of money acquired by Defendants by means of their unfair business practices; and
16 (b) a declaration that Defendants' business practices are unfair and unlawful.

17 134. Plaintiff has assumed the responsibility of enforcement of the laws and lawful claims
18 specified herein. There is a financial burden incurred in pursuing this action which is in the public
19 interest. Therefore, reasonable attorneys' fees are appropriate pursuant to California Code of Civil
20 Procedure section 1021.5.

21 135. Plaintiff requests relief as described below.

22 **FOURTEENTH CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 2698, *et seq.***

24 **(By Plaintiff Against All Defendants)**

25 136. Plaintiff incorporates by this reference the relevant allegations contained in this
26 pleading as if fully set forth herein.

27 137. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
28 Defendants during the applicable statutory period and suffered one or more of the Labor Code

1 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other
2 current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable
3 attorney's fees and costs.

4 138. Plaintiff seeks to recover the PAGA civil penalties through a representative action
5 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal.4th 969
6 (2009). Therefore, class certification of the PAGA claims is not required.

7 139. PAGA specifically provides for a private right of action to recover civil penalties for
8 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
9 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
10 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
11 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
12 brought by an aggrieved employee on behalf of himself or herself and other current or former
13 employees pursuant to the procedures specified in section 2699.3." Cal. Labor Code § 2699(a).

14 140. Plaintiff was employed by Defendants and the Labor Code violations alleged above
15 were committed against Plaintiff during Plaintiff's time of employment. Plaintiff is therefore, an
16 "aggrieved employee" under PAGA.

17 141. As set forth in detail above, during all times relevant to this Action, Defendants has
18 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes
19 by:

- 20 a. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the
21 end of their employment in violation of Labor Code §§ 201-203, 227.3.
- 22 b. Failing to properly track, record, calculate and/or pay Goldberg's, and other
23 Aggrieved Employees', vacation wages at their "final rate" or "regular rate" of
24 pay in violation of Labor Code § 227.3.
- 25 c. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
26 during employment in violation of Labor Code § 204.
- 27 d. Failure to provide written notice of paid sick leave and supplemental sick paid
28 sick leave in violation of Labor Code §§ 226, 246, and 1174.

- 1 e. Failing to furnish Plaintiff and the Aggrieved Employees with complete,
2 accurate, itemized wage statements in violation of Labor Code § 226.
- 3 f. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
4 Employees' work periods, total wages and compensation, and applicable pay
5 rates in violation of Labor Code § 1174(d) and the applicable IWC Wage
6 Order.
- 7 g. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
8 business-related expenses in violation of Labor Code §§ 2800 and 2802.

9 142. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually
10 and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to
11 recover penalties against Defendants for the Labor Code violations described above, including but
12 not limited to penalties under California Code of Regulations Title 8, Section 11010, penalties under
13 California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, and any
14 and all additional penalties and sums as provided by the California Labor Code and/or other statutes.
15 The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof
16 at trial.

17 143. Plaintiff was compelled to retain the services of counsel to file this court action to
18 protect Plaintiff's interests and the Aggrieved Employees, and to assess and collect the civil
19 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and
20 costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

21 144. Plaintiff may amend this complaint as a matter of right pursuant to California Labor
22 Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in
23 Labor Code § 2699.3.

24 **VI. PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and
26 severally, as follows:

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As to the First to Thirteenth Causes of Action

- 1. All actual, consequential, and incidental financial losses, including but not limited to loss of earnings and benefits, according to proof, together with prejudgment interest pursuant to the Civil Code sections 3287 and/or 3288;
- 2. Emotional distress and general damages in a sum in excess of the jurisdictional minimum of the Superior Court;
- 3. Wages, civil penalties, and applicable statutory penalties;
- 4. Prejudgment and post-judgment interest;
- 5. Attorneys’ fees and costs reasonably incurred pursuant to the California Labor Code sections 218.5, 226(e), and 1102.5(j), Code of Civil Procedure section 1021.5, or any other provision allowed by law;
- 6. Punitive and/or exemplary damages;
- 7. Equitable relief in the nature of declaratory relief and restitution of all monies due to Plaintiff, disgorgement of profits from Defendants’ unlawful business practices, and an accounting; and
- 8. Such other and further relief that the Court deems proper.

As to the Fourteenth Cause of Action

- 9. For statutory attorneys’ fees and costs pursuant to section 2699(g)(1) of California Labor Code;
- 10. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 558.1, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes;
- 11. Wages, civil penalties, and applicable statutory penalties;
- 12. Pre-judgment and post-judgment interest;
- 13. Punitive and/or exemplary damages, if allowed;
- 14. Such other and further relief that the Court deems proper.

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1 DATED: March 18, 2026

WORRELL LAW FIRM, APC

2
3 By: 

4 KYLE C. WORRELL
5 Attorneys for Plaintiff
6 ALLISON N. MITCHELL
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DATED: March 18, 2026

[Handwritten signature]

KYLE C. WORRELL
Attorneys for Plaintiff
ALLISON N. MITCHELL