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Attorneys for Plaintiffs
ROBERTO URIBE and TERESA URIBE

Assigned for all purposes:
Judge Randall J. Sherman
Dept. CX105

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ROBERTO URIBE, an individual, and
TERESA URIBE, an individual,

Plaintiff,

vs.

LEEDOM FAMILY RANCH (LFR) LLC dba
SEMI-KINETICS, a California Limited
Liability Company, SEMI-KINETICS, INC., a
California Corporation, and DOES 1 TO 50,

Defendants.

CASE NO.: 30-2023-01306847-CU-OE-CXC

COMPLAINT FOR:

- 1. UNPAID WAGES AND OVERTIME**
- 2. FAILURE TO PROVIDE MEAL PERIODS**
- 3. FAILURE TO PROVIDE REST PERIODS**
- 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
- 5. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES**
- 6. WRONGFUL DISCHARGE – PUBLIC POLICY**
- 7. DISCRIMINATION AND HARASSMENT – FEHA**
- 8. DISABILITY DISCRIMINATION – DISPARATE TREATMENT**
- 9. DISABILITY DISCRIMINATION – REASONABLE ACCOMMODATION**
- 10. DISABILITY DISCRIMINATION – FAILURE TO ENGAGE IN INTERACTIVE PROCESS**
- 11. RETALIATION UNDER FEHA**
- 12. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
- 13. CIVIL PENALTIES – PRIVATE ATTORNEYS GENERAL ACT (PAGA)**

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INTRODUCTION

1. Plaintiffs Roberto Uribe and Teresa Uribe bring this action against their former employers, Defendants Leedom Family Ranch (LFR) LLC dba Semi-Kinetics, Semi-Kinetics, Inc., and Does 1- 50 (collectively, “Defendants”) for wage and hour violations, wrongful termination in violation of public policy and in violation of the California Fair Employment and Housing Act (the “FEHA”).

2. Defendants failed to pay Plaintiffs regular wages and overtime wages for all hours worked and failed to provide and prevented Plaintiffs from taking legally required meal periods and rest periods and, when such periods were provided to or taken by Plaintiffs, they were untimely or otherwise failed to comply with applicable legal requirements. Defendants failed to provide Plaintiffs with premium pay for missed and delayed meal and rest periods. Plaintiffs’ wage statements were inaccurate and non-compliant with the law.

3. Plaintiffs requested and went out on medical leave on different dates months apart. When they returned from medical leave, again on different, they were each informed that their positions had been filled and were no longer available. Plaintiffs were actually or constructively discharged from employment in violation of public policy and FEHA. At the time of discharge, Defendants failed to provide Plaintiffs with their final paychecks.

PARTIES

4. Plaintiffs Roberto Uribe and Teresa Uribe (“Plaintiffs”) are a married couple and natural persons domiciled in California.

5. Defendant Leedom Family Ranch (LFR) LLC, a California Limited Liability Company, was at all relevant times doing business in Orange County, California.

6. Defendant Semi-Kinetics, Inc., a California Corporation, was at all relevant times doing business in Orange County, California.

7. In 2018, Defendant Leedom Family Ranch (LFR) LLC acquired Defendant Semi-Kinetics, Inc. In 2020, Defendant Semi-Kinetics, Inc. filed a Certificate of Dissolution with the California Secretary of State. Defendant Leedom Family Ranch

(LFR) continues to do business under the name "Semi-Kinetics" which, on information and belief, is not a registered fictitious business name.

8. Plaintiffs are ignorant of the true names and capacities of the defendants sued under the fictitious names of Does 1 through 50. Plaintiffs will amend this Complaint to show their true names and capacities when the same have been ascertained. Plaintiffs are informed and believe that each of the fictitiously named Doe Defendants is legally responsible in some manner for the occurrences alleged and that Plaintiffs' injuries and damages, as alleged, were proximately caused by these Doe Defendants' actions.

9. Leedom Family Ranch (LFR) LLC, Semi-Kinetics, Inc., and Doe Defendants 1 through 50, inclusive, are referred to herein collectively as "Defendants". Plaintiffs are informed and believe and thereon allege that at all times pertinent hereto, each Defendant was the agent and employee of each of its co-Defendants, and in doing the things described herein, was acting within the course and scope of his/her authority as such agent and employee, and each Defendant ratified and approved the acts of his/her agents and employees. Defendants are liable to Plaintiffs under Labor Code section 558.1.

FACTUAL ALLEGATIONS

10. Defendant Semi-Kinetics, Inc. (hereinafter, "SKI") operated an electronics manufacturing business in Orange County, California, from approximately 1979 until 2018. In 2018, Defendant Leedom Family Ranch (LFR) LLC (hereinafter, "LFR") was formed as a limited liability company and it acquired SKI.

11. LFR advertises and describes the acquisition on its website as follows: "In 2018, Semi-Kinetics was acquired by LFR, LLC, bringing with it a management team with decades of experience in contract electronics manufacturing. President & CEO, Michael Wayne Leedom, has since guided Semi-Kinetics to become a full-service provider of High Reliability electronics manufacturing services with a renewed commitment to implement automation and process controls that increase quality while reducing lead times." LFR continues to operate under the name "Sem-Kinetics" and to operate an electronics manufacturing business in Orange County. On information and belief, SKI was dissolved effective 2020.

1 12. Plaintiff Roberto Uribe worked for Defendants from 1987 through
2 September 13, 2022 as a Lead Test Technician. Throughout his employment, Plaintiff
3 Roberto Uribe regularly worked before and after his scheduled shifts. In addition, and on
4 a regular basis, Plaintiff Roberto Uribe was not provided with and was prevented from
5 taking meal and rest periods in compliance with California law. For example, Plaintiff
6 Roberto Uribe was regularly required to take delayed meal periods and required to skip
7 rest periods due to job requirements imposed by Defendants. Plaintiff Roberto Uribe was
8 never paid for his overtime hours and never compensated with premium pay for his
9 missed or delayed meal and rest periods.

10 13. In or around February 2022, Plaintiff Roberto Uribe requested a medical
11 leave of absence. Plaintiff Roberto Uribe was on leave through September 9, 2022, and,
12 during that period, he kept Defendant LFR informed of his medical condition through
13 regular work status updates provided by his physician. On September 12, 2022, Plaintiff
14 Roberto Uribe returned to work. Following several hours of work, Defendant LFR
15 informed Plaintiff Roberto Uribe that his position was filled during his leave of absence
16 and terminated his position. Defendants failed to provide Plaintiff Roberto Uribe with his
17 final paycheck at time of termination.

18 14. Plaintiff Teresa Uribe worked for Defendant LFR from April 2019 through
19 January 2023. Plaintiff Teresa Uribe worked as SMT Department Supervisor, was
20 misclassified as an exempt employee, and was compensated with a \$65,000 annual
21 salary. Plaintiff Teresa Uribe regularly worked overtime hours each week and regularly
22 missed or took delayed meal and rest periods. Plaintiff Teresa Uribe was never paid for
23 her overtime hours and never compensated with premium pay for her missed or delayed
24 meal and rest periods.

25 15. Plaintiff Teresa Uribe was indisputably a non-exempt employee and entitled
26 to overtime premium pay, meal and rest breaks, and the other benefits of non-exempt
27 employment. Plaintiff Teresa Uribe's primary job duties do not require independent
28 discretion or judgment, e.g., inventory checks, preparation of work orders, scheduling of
production work, etc. Plaintiff Teresa Uribe had no input in the creation or management of

any of Defendants' policies, did not attend management meetings and had no discretion as to the hiring/firing of employees - such decisions were left to Plaintiff Teresa Uribe's supervisor, a Floor Manager.

16. Plaintiff Teresa Uribe was employed by Defendants before she was promoted to SMT Department Supervisor and worked as a "Quality Control Supervisor". In that role, Plaintiff Teresa Uribe was paid as a non-exempt employee. However, and in that role, Plaintiff Teresa Uribe regularly worked overtime before and after her shifts and she was regularly not provided with and prevented from taking meal and rest periods due to job requirements imposed by Defendants.

17. In or around January 2022, Plaintiff Teresa Uribe requested a medical leave of absence. Plaintiff Teresa Uribe was on leave through January 2023. Plaintiff Teresa Uribe kept Defendant LFR informed of her medical condition through regular work status updates provided by her physician.

18. On January 23, 2023, Plaintiff Teresa Uribe returned to work. Following several hours of work, Defendant LFR informed Plaintiff Teresa Uribe that Defendants rejected her return to work status report from her physician and that Plaintiff Teresa Uribe could not perform any work despite clearance to do so. Accordingly, Plaintiff Teresa Uribe was constructively discharged. In addition, Plaintiff Teresa Uribe was also informed that her position was filled during her leave of absence. Defendant LFR failed to provide Plaintiff Teresa Uribe with her final paycheck at time of termination.

FEHA ALLEGATIONS

19. Plaintiffs allege causes of action under California's Fair Employment and Housing Act (the "FEHA"). Plaintiffs have obtained a right to sue notice issued by the Department of Fair Employment and Housing, exhausted administrative remedies, and satisfied all pre-filing requirements.

PAGA ALLEGATIONS

20. On or around the date of the filing of this Complaint, Plaintiffs filed a claim with the California Labor and Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail to Defendant LFR. The LWDA has 60 calendar days to

1 respond and, if it does not do so, Plaintiffs will have exhausted Plaintiffs' administrative
2 remedies and, pursuant to Labor Code section 2699.2, will be permitted to pursue
3 Plaintiffs' PAGA claims in this court. The period for the LWDA to respond to the has not
4 expired. If the LWDA does not respond within the applicable statutory period, Plaintiffs
5 will amend this Complaint to add a cause of action under PAGA.

6 **NOTICE OF DAMAGES**

7 21. Defendants conduct, as alleged herein, has caused Plaintiffs to suffer legal
8 damages. For notice purposes, and should Defendants fail to respond to this Complaint,
9 each Plaintiff will seek a default judgment against Defendants, and each of them, in an
10 amount up to \$1,500,000 for compensatory damages, an equivalent amount in liquidated
11 damages, and \$3,000,000 in civil penalties in accordance with proof at the time of the
12 default hearing. This notice is provided in order to comply with due process requirements
13 for the purpose of a default judgment. If Defendants respond to this Complaint and
14 appear in this action, each Plaintiff will seek damages in accordance with proof at the
15 time of trial.

16 **FIRST CAUSE OF ACTION**
17 **UNPAID REGULAR WAGES AND OVERTIME**
18 **(Against All Defendants)**

19 22. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
20 if they were re-alleged and set forth herein.

21 23. Under Labor Code §§ 204, 215, 216, 218.5, 510, 1194, 1194.2, 1197, 1199,
22 and the applicable IWC Wage Order, it is unlawful for an employer to suffer or permit an
23 employee to work without paying wages for all hours worked. "Hours worked" is defined
24 to include the time an employee is suffered or permitted to work, whether or not required
25 to do so. At all relevant times, Defendants have failed to pay Plaintiffs for all hours
26 worked and/or have regularly and consistently maintained policies and practices of
27 refusing to pay Plaintiffs for all hours worked.

28 24. **Unpaid Regular Wages:** Plaintiffs should have received regular wages
according to the hours worked during Plaintiffs' employment. Defendants owe Plaintiffs

1 regular wages and have failed and refused, and continue to fail and refuse, to pay
2 Plaintiffs the amounts owed as regular wages.

3 25. **Unpaid Overtime Wages:** Plaintiffs were entitled to overtime compensation
4 for all overtime hours worked during Plaintiffs' employment. During Plaintiffs'
5 employment, Defendants failed to pay Plaintiffs for all hours worked, including Plaintiffs'
6 overtime hours, and Plaintiffs are therefore entitled to the amounts owed as overtime
7 wages.

8 26. **Liquidated Damages:** Plaintiffs are entitled to liquidated damages under
9 Labor Code section 1194.2(a) and, separately, liquidated damages under The Fair Labor
10 Standards Act ("FLSA"), See 29 U.S.C. 216(b). To the extent Plaintiffs do not recover
11 liquidated damages under both provisions, or are not entitled to recover liquidated
12 damages under both provisions, Plaintiffs seek the greater award of liquidated damages.

13 27. As a direct and proximate result of Defendants' conduct, as set forth herein,
14 Plaintiffs have sustained damages and been deprived of wages and overtime
15 compensation that are owed in amounts to be proven at trial. Plaintiffs are entitled to
16 recovery of such amounts, plus interest, liquidated damages, and attorneys' fees.

17 **SECOND CAUSE OF ACTION**
18 **FAILURE TO PROVIDE MEAL PERIODS**
19 **(Against All Defendants)**

20 28. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
21 if they were re-alleged and set forth herein.

22 29. California Labor Code § 512 provides, in pertinent part, as follows: "An
23 employer may not employ an employee for a work period of more than five hours per day
24 without providing the employee with a meal period of not less than 30 minutes except that
25 if the total work period per day of the employee is no more than six hours, the meal
26 period may be waived by mutual consent of both the employer and the employee".

27 30. Pursuant to Defendants' policies, the demands of Plaintiffs' duties, and their
28 job requirements, Plaintiffs were required to, and actually did, forego the meal periods
required to be provided to Plaintiffs and/or took delayed or untimely meal periods. By

1 failing to provide Plaintiffs with these meal periods, Defendants violated California Labor
2 Code sections 512 and 226.7 and the applicable IWC Wage Order. As a result of the
3 unlawful acts of Defendants set forth herein, Plaintiffs are entitled to additional wages for
4 the missed and delayed meal periods.

5 **THIRD CAUSE OF ACTION**
6 **FAILURE TO PROVIDE REST PERIODS**
7 **(AGAINST ALL DEFENDANTS)**

8 31. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
9 if they were re-alleged and set forth herein.

10 32. The applicable IWC Wage Order authorizes and requires employees to take
11 paid rest periods based on the total hours worked daily at the rate often minutes rest per
12 four hours or major fraction thereof. Cal. Labor Code § 226.7(a) provides: "No employer
13 shall require an employee to work during any . . . rest period mandated by an applicable
14 order of the Industrial Welfare Commission."

15 33. Pursuant to Defendants' policies, the demands of Plaintiffs' duties, and their
16 job requirements, Plaintiffs routinely were required to take delayed rest periods and/or to
17 skip rest periods. By requiring and permitting Plaintiffs to miss these rest periods, or take
18 delayed rest periods, Defendants violated California Labor Code section 226.7 and the
19 applicable IWC Wage Order and California Labor Code section 226.7. As a result of the
20 unlawful acts of Defendants set forth herein, Plaintiffs are entitled to additional wages for
21 the missed and delayed rest periods.

22 **FOURTH CAUSE OF ACTION**
23 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
24 **(Against Defendant LFR and Does 1-50)**

25 34. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
26 if they were re-alleged and set forth herein.

27 35. Defendants knowingly and intentionally failed to provide timely, accurate,
28 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
IWC Wage Order. Such failure caused injury to Plaintiffs by, among other things,
impeding Plaintiffs from knowing the amount of wages to which Plaintiffs are and were

legally entitled. At all times relevant herein, Defendants have failed to maintain records of hours worked by Plaintiffs as required under Labor Code §1174(d).

36. Prior to the completion of discovery, and to the best of Plaintiffs' knowledge at the time of filing this Complaint, Plaintiffs' good faith estimate of the number of pay periods in which Defendants have failed to provide accurate itemized wage statements to Plaintiffs in each and every pay period during Plaintiffs' employment. Plaintiffs seeks the amount provided under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) for each violation in a subsequent pay period.

FIFTH CAUSE OF ACTION
WAITING-TIME PENALTY FOR NONPAYMENT OF WAGES
(Against Defendant LFR and Does 1-50)

37. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

38. Plaintiffs separated from employment with Defendants as further alleged herein. Upon separation, and within the statutorily required timeline, Defendants willfully failed to pay Plaintiffs all wages when due.

39. Plaintiffs seek waiting time penalties as authorized by law, including Labor Code sections 203 and 218.

SIXTH CAUSE OF ACTION
WRONGFUL DISCHARGE – PUBLIC POLICY
(Against Defendant LFR and Does 1-50)

40. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

41. Plaintiffs were employed by Defendants. Defendants discharged Plaintiffs from employment. As further alleged herein, a substantial motivating reason for Plaintiffs' discharge was in violation of public policy.

42. Defendants' discharge of Plaintiffs was a substantial factor in causing Plaintiffs to suffer harm and damages.

SEVENTH CAUSE OF ACTION

**DISCRIMINATION AND HARASSMENT
VIOLATION OF FEHA
(Against Defendant LFR and Does 1-50)**

43. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

44. At all relevant times, California Government Code § 12940 prohibited discrimination and harassment in the workplace based on a person's membership in a protected class, or a person's protected status, as further identified in, among other provisions of the law, Government Code section 12940(a).

45. Defendants engaged in and/or ratified unlawful discrimination and harassment against Plaintiffs in violation of Government Code section 12940 on the basis of Plaintiffs' membership in a protected class and/or exercise of civil rights as further described herein. Plaintiffs have suffered harm and legal damages and Defendants' conduct as alleges herein was a substantial factor in causing Plaintiffs' harm and legal damages.

**EIGHTH CAUSE OF ACTION
DISABILITY DISCRIMINATION – DISPARATE TREATMENT
(Against Defendant LFR and Does 1-50)**

46. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

47. Defendants employed Plaintiffs as further described and alleged herein.

48. Defendants knew that Plaintiffs had a physical or mental condition that limited a major life activity, or a history of such a condition. Plaintiffs were able to perform the essential job duties of Plaintiffs' position either with or without reasonable accommodations.

49. Defendants took adverse employment action against Plaintiffs. Plaintiffs' history of a physical or mental condition that limited a major life activity, or a history of such a condition, was a substantial motivating reason for the adverse employment action against Plaintiff.

50. Plaintiffs were harmed and suffered legal damages, and Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

NINTH CAUSE OF ACTION
DISABILITY DISCRIMINATION – REASONABLE ACCOMMODATION
(Against Defendant LFR and Does 1-50)

51. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

52. Defendants employed Plaintiffs as further described and alleged herein.

53. Defendants knew that Plaintiffs had a physical or mental condition that limited a major life activity and/or Defendants treated Plaintiffs as if Plaintiffs had a physical or mental condition that limited a major life activity.

54. Plaintiffs were able to perform the essential duties of Plaintiffs' position but. Defendants failed to provide reasonable accommodations. For example, Defendants failed to provide Plaintiffs with a finite medical leave of absence.

55. Plaintiffs were harmed and suffered legal damages, and Defendants' failure to provide reasonable accommodation was a substantial factor in causing Plaintiffs' harm.

TENTH CAUSE OF ACTION
DISABILITY DISCRIMINATION – FAILURE TO ENGAGE IN INTERACTIVE PROCESS
(Against Defendant LFR and Does 1-50)

56. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

57. Defendants employed Plaintiffs as further described and alleged herein and Plaintiffs had a physical or mental condition that was known to Defendants.

58. Plaintiffs requested that Defendants make a reasonable accommodation so that Plaintiffs would be able to perform the essential job requirements in the form of a temporary leave of absence.

59. Plaintiffs were willing to engage in an interactive process to determine whether reasonable accommodation could be made so that Plaintiffs would be able to perform the essential job requirements.

60. Defendants failed to participate in a timely good-faith interactive process with Plaintiffs to determine whether a reasonable accommodation could be made and, instead, surreptitiously replaced Plaintiffs during their protected medical leaves of absence and then, when they returned, terminated their employment.

1 61. Plaintiffs were harmed and suffered legal damages, and Defendants' failure
2 to engage in a good-faith interactive process was a substantial factor in causing Plaintiffs'
3 harm and legal damages.

4 **ELEVENTH CAUSE OF ACTION**
5 **RETALIATION UNDER FEHA**
6 **Gov. Code § 12940(h)**
7 **(Against Defendant LFR and Does 1-50)**

8 62. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
9 if they were re-alleged and set forth herein.

10 63. Plaintiffs engaged in protected activity under the FEHA. Defendants took
11 adverse employment action against Plaintiffs and/or subjected Plaintiffs to adverse
12 employment action as described herein. Plaintiffs' engagement in protected activity was a
13 substantial motivating reason for Defendants' decision to take or subject Plaintiffs to the
14 adverse employment action described herein.

15 64. Plaintiffs have suffered harm and legal damages and Defendants' decision
16 to take and/or subject Plaintiffs to adverse employment action was a substantial factor in
17 causing Plaintiffs to suffer harm.

18 **TWELFTH CAUSE OF ACTION**
19 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
20 **(Against All Defendants)**

21 65. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
22 if they were re-alleged and set forth herein.

23 66. Defendants' violations of the Labor Code and other laws and regulations as
24 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
25 constitute unfair business practices in violation of the Unfair Competition Law, Business
26 and Professions Code § 17200 et seq.

27 67. As a result of Defendants' unfair business practices, Defendants have
28 reaped unfair benefits and illegal profits at the expense of Plaintiffs and members of the
public. Defendants' utilization of such unfair business practices constitutes unfair
competition and provides an unfair advantage over Defendants' competition. Defendants

1 should be made to disgorge the ill-gotten gains and restore such monies to Plaintiffs.

2 68. Defendants' unfair business practices entitles Plaintiffs to seek preliminary
3 and permanent injunctive relief, including but not limited to orders that Defendants
4 account for, disgorge and restore to Plaintiffs any compensation unlawfully withheld from
5 Plaintiffs, and for which Defendants were unjustly enriched.

6 **THIRTEENTH CAUSE OF ACTION**
7 **CIVIL PENALTIES – PRIVATE ATTORNEY GENERAL ACT (“PAGA”)**
8 **(Against Defendant LFR)**

9 69. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
10 if they were re-alleged and set forth herein.

11 70. Plaintiffs bring this cause of action on behalf of Plaintiffs and all other
12 aggrieved current and former employees of Defendants and seeks civil penalties for each
13 and every violation alleged herein. Plaintiffs are aggrieved employees. Plaintiffs were
14 employed by Defendant LFR and the violations alleged herein were committed against
15 Plaintiffs. At the time of each violation, Defendant LFR employed one or more
16 employees.

17 71. On or around the date of the filing of this Complaint, Plaintiffs filed claims
18 with the California Labor and Workforce Development Agency (hereafter, “LWDA”) and
19 provided a copy by certified mail to Defendant LFR. The LWDA has 60 calendar days to
20 respond and, if it does not do so, Plaintiffs will have exhausted administrative remedies
21 and, pursuant to Labor Code section 2699.2, will be permitted to pursue PAGA claims in
22 this court. The period for the LWDA to respond to the notice has not expired.

23 72. If the LWDA does not respond within the applicable statutory period,
24 Plaintiffs will seek leave to amend this Complaint to delete the preceding language in this
25 paragraph and replace it with the following: “Plaintiffs complied with all procedural
26 requirements of Labor Code § 2699.3 before filing this Complaint. The LWDA did not
27 respond to the notice of the alleged violations within the statutory timeframe, and
28 Plaintiffs have therefore exhausted administrative remedies”.

1 73. As a result of the aforesaid wrongful and illegal conduct of the Defendant,
2 and each of them, Plaintiffs are entitled to civil penalties in an amount to be determined at
3 trial, costs, and attorney's fees.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 6 1. For compensatory damages in an amount to be proven at trial;
7 2. General and special damages, in an amount to be proven at trial;
8 3. For statutory damages and penalties, including but not limited to, all
9 penalties authorized under PAGA;
10 4. For temporary, preliminary, and permanent injunction;
11 5. Attorney's fees and costs of suit;
12 6. For punitive and exemplary damages;
13 7. For liquidated damages as provided by law, including but not limited to,
14 under the Fair Labor Standards Act ("FLSA");
15 8. Pre-judgment interest on any damages or other amounts deemed payable;
16 9. Other or further relief as the Court deems just and proper;

17 Dated: February 8, 2023

RAGGHIANI FREITAS LLP

18
19 By: 

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiffs
ROBERTO URIBE and TERESA URIBE