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Attorneys for Plaintiff NADINE OLAGUE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NADINE OLAGUE,

Plaintiff,

vs.

MARTIN MOTORS OF EL MONTE, INC.

and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: **23STCV15913**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 10) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 11) RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**
- 12) RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6;**
- 13) WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;**
- 14) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, NADINE OLAGUE (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants MARTIN MOTORS OF EL MONTE, INC. and DOES 1 to 25, inclusive, do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant MARTIN MOTORS OF EL MONTE, INC. is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff. MARTIN MOTORS OF EL MONTE, INC. and DOES 1 to 25, inclusive, are collectively referred to as "MARTIN MOTORS" or "Defendant(s)".

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner

1 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
2 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
3 and capacities of these fictitiously named defendants.

4 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
5 that information and belief, alleges that at all times herein mentioned, each of the remaining
6 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
7 under the authority of their agency, employment, or representative capacity, with the consent
8 of his/her codefendants.
9

10 **GENERAL ALLEGATIONS**

11 6. Plaintiff started working for MARTIN MOTORS as in the Accounting Department on
12 or around August 2022. Plaintiff was an in-house employee and was classified as a salaried,
13 exempt employee. It is Plaintiff's position that Plaintiff was misclassified as a salaried, exempt
14 employee and should have been classified as an hourly, non-exempt employee. Plaintiff was
15 eventually forced to quit her employment in February 2023.

16 7. MARTIN MOTORS misclassified Plaintiff as an exempt employee. Plaintiff, however,
17 did not meet the administrative, executive, and professional exemption tests necessary to be
18 classified as an exempt employee.

19 8. In terms of the executive or administrative exemptions, Plaintiff did not direct the work
20 of two or more employees (or any employees for that matter), did not have the authority to hire
21 or fire, did not make recommendations with significant weight as to the hiring or firing of
22 employees, did not have duties involving the management of the enterprise and did not
23 regularly exercise discretion or independent judgment in the performance of her duties.
24

25 9. Furthermore, and as it relates to the professional exemption, Plaintiff was not primarily
26 engaged in an occupation commonly recognized as a learned or artistic profession. Plaintiff did
27 not perform work requiring knowledge of an advanced type acquired by a prolonged course of
28

1 specialized study. Additionally, Plaintiff's job duties did not primarily depend on creativity,
2 invention, or originality.

3 10. In addition, Plaintiff certainly did not have discretion and independent judgment in her
4 job duties as most of her job duties dealt with inputting numbers and did not require Plaintiff to
5 make any type of judgment call. As such, it is not surprising that Plaintiff was re-classified as
6 an hourly, non-exempt employee in early 2023 in that her job duties were that of an hourly,
7 non-exempt employee.

8 11. MARTIN MOTORS has committed the below labor code violations against Plaintiff
9 and other hourly, non-exempt employees, including technicians. In the case of Huff v.
10 Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as
11 a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite
12 security provider. After about a year of employment, Huff resigned. Huff then filed suit against
13 Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code
14 requiring immediate payment of wages upon termination of employment and weekly payment
15 of wages to temporary employees. The trial court determined Huff was not a temporary
16 employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a
17 motion for summary judgement. Later, the trial court granted Huff a new trial. Securitas then
18 appealed the grant of a new trial. On appeal, the issue was whether Huff could bring a PAGA
19 claim and sue for Labor Code violations that did not directly affect him. Securitas
20 unsuccessfully argued that the PAGA statute only allows the PAGA representative to sue for
21 violations that the representative has personally suffered. The PAGA statute states that an
22 "aggrieved employee" is able to file suit on behalf of themselves and others. The statute also
23 states that an "aggrieved employee" is "any person who was employed by the alleged violator
24 and against whom one or more of the alleged violations was committed." Because at least one
25 of the violations that Huff had alleged had affected him personally, the Court of Appeal denied
26 Securitas' motion.

27 12. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
28

1 other employees, it allows for suits broader than the specific violations the named employee
2 experienced. Therefore, even if the employee did not personally experience the Labor Code
3 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff's
4 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
5 other hourly employees, including all hourly non-exempt employees, irrespective of job title
6 and job duties, including technicians who worked for MARTIN MOTORS at any of their
7 California locations during the relevant PAGA period.

8
9 13. Pursuant to California Industrial Welfare Commission Order No. 4-2001/7-2001, Section
10 9(B), "When tools or equipment are required by the employer or are necessary to the
11 performance of a job, such tools and equipment shall be provided and maintained by the
12 employer, except that an employee whose wages are at least two (2) times the minimum wage
13 provided herein may be required to provide and maintain hand tools and equipment customarily
14 required by the trade or craft." MARTIN MOTORS unequivocally required its employees, their
15 service technicians, and others, to provide their own tools. The latter was company policy. As
16 such, MARTIN MOTORS violated the aforementioned IWC Wage Order(s) in that MARTIN
17 MOTORS required its technicians and other employees to provide and maintain hand tools and
18 equipment customarily required by the trade but did NOT compensate these employees at least
19 two (2) times the minimum wage.

20 14. Further, MARTIN MOTORS did not provide Plaintiff and other aggrieved employees
21 with compensation for all hours worked and did not pay Plaintiff and others the minimum wages
22 to which they were entitled for work performed "off the clock" pursuant to California Labor
23 Code sections 1194, 1197 and 1197.1. This is so because Plaintiff was misclassified as a salaried
24 employee and did not get paid for "off the clock" hours and hours past regular business hours.
25 Additionally, California Labor Code section 226.2, effective January 1, 2016, provides that
26 employees shall be compensated for rest and recovery periods and other non-productive time
27 separate from any piece-rate compensation. Section 226.2 further requires that employees must
28 be compensated for these time periods at a rate no less than the highest federal, state, or local

1 minimum wage that is applicable to the employment. MARTIN MOTORS did not fully and
2 accurately compensate aggrieved employees for rest and recovery periods and other non-
3 productive time separate from any piece-rate compensation. Please note that even as a salaried
4 employee, Plaintiff was contracted to get an automatic pay increase after her 90-day probationary
5 period was up. Despite the latter, no pay raise ever came.

6 15. MARTIN MOTORS also violated Labor Code §510 because it failed to pay Plaintiff and
7 others overtime compensation due to misclassifying Plaintiff as a salaried, exempt employee
8 even though Plaintiff worked over 8 hours per day, 12 hours per day, and/or over 40 hours per
9 week. Moreover, MARTIN MOTORS did not pay the technicians the correct amount of overtime
10 (based on a base pay rate of twice the minimum wage), even though they worked more than 8
11 hours per day and/or 40 hours per week throughout their employment. Moreover, for the
12 commissioned employees, MARTIN MOTORS failed to pay overtime during pay periods during
13 which salespersons did not meet the inside salesperson exemption in that they did not earn one-
14 and-a-half times the minimum wage during a particular pay period and more than half of their
15 wages for that particular pay period were not from commission/sales. Moreover, during those
16 particular pay periods wherein the inside salesperson exemption did not apply, MARTIN
17 MOTORS did not factor in the commission payments and any bonuses in deciphering the correct
18 regular rate of pay for purposes of figuring out the overtime rate of pay. Furthermore, MARTIN
19 MOTORS failed to include bonuses/incentive payments in calculating employees' regular rate
20 of pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive and
21 bonus payments were also not factored into employees' regular rate for purposes of receiving
22 meal and rest break premiums per the Ferra v. Loews case.

23 16. MARTIN MOTORS violated Labor Code §§ 512 and 226.7 as well as the applicable
24 Industrial Welfare Commission (IWC) Wage Order (no. 4 or 7) because it failed to provide
25 Plaintiff and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted
26 meal periods for every five (5) hours of work throughout their employment, and Plaintiff did not
27 validly waive said meal periods. MARTIN MOTORS did not completely relieve Plaintiff and
28 others of all duties during said meal periods. MARTIN MOTORS did not pay to Plaintiff one

1 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
2 more statutory meal periods was not provided. Plaintiff and other hourly, non-exempt employees
3 would not receive a timely, uninterrupted meal break. Furthermore, Plaintiff and others did not
4 receive a second meal break on those days wherein Plaintiff and others worked more than 10
5 hours. It was simply not part of the company culture to allow employees to take timely meal
6 breaks before the 5th hour worked wherein the employees are relieved of all job duties. Moreover,
7 it was very common for the hourly, non-exempt employees to receive late meal breaks after the
8 5th hour worked or for their meal breaks to be short and less than 30 minutes. Moreover, there
9 were also occurrences wherein the hourly employees did not receive any meals breaks at all.
10 Receiving a thirty-minute uninterrupted and timely meal break was not part of the company
11 culture and was not enforced by MARTIN MOTORS. Consequently, it was the normal practice
12 and custom of MARTIN MOTORS not to authorize, permit, and enforce timely statutory meal
13 periods. If MARTIN MOTORS had Plaintiff sign a meal period waiver, it would not be valid
14 and enforceable since Plaintiff and others generally worked more than a 6-hour shift. If MARTIN
15 MOTORS had Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed to work
16 through the meal periods, it would be invalid and unenforceable because the nature of Plaintiff's
17 job does not prevent her from taking a meal period and the company could have hired "breakers"
18 to relieve Plaintiff of her job duties so that she can actually take a timely, uninterrupted meal
19 period. Moreover, any such "on duty" meal period agreement did not allow for Plaintiff to revoke
20 such an agreement even if it was signed. As such, Plaintiff and others did not always receive
21 statutory, timely meal periods during their employment. To the extent that MARTIN MOTORS
22 argues that employees receive meal break premium pay for missed meal periods, that argument
23 is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations
24 themselves, irrespective of whether an employee received the premium payment for a missed,
25 short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,
26 "section 226.7 does not give employers a lawful choice between providing *either* meal and rest
27 breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53
28 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the
violation; the employer has still committed a violation even if the remedy for the violation has

1 been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As
2 such, the work environment and culture at MARTIN MOTORS was not conducive to receiving
3 consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break
4 premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses
5 and/or incentive payments as well as overtime compensation.

6 17. MARTIN MOTORS violated Labor Code § 226.7 as well as the applicable IWC Wage
7 Order (no. 4 or 7) because it failed to provide Plaintiff and other similarly situated aggrieved
8 employees 10-minute rest periods for every four hours of work, or majority portion thereof,
9 throughout their employment. MARTIN MOTORS did not completely relieve Plaintiff of all
10 duty during said rest periods. MARTIN MOTORS did not pay to Plaintiff one additional hour
11 of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory
12 rest periods was not provided. It was not company policy and not part of the company culture
13 for employees such as Plaintiff and others to take multiple and consistent rest breaks per shift.
14 As such, the culture at MARTIN MOTORS did not lend itself to the employees always receiving
15 statutory breaks wherein they were relieved of all work duties. It was the normal practice and
16 custom of MARTIN MOTORS not to authorize, permit, and enforce statutory rest periods. As
17 such, the environment and culture at MARTIN MOTORS was not conducive to receiving
18 statutory rest breaks under California law.

19 18. In fact, part of Plaintiff's job duties included altering employee payroll records and
20 timesheets so that they don't get paid premium payments for short, missed, or interrupted meal
21 periods. In other words, Plaintiff would be told to "zero out" automatically provided premiums.
22 Plaintiff had a problem with this and complained to management and in-house counsel in writing.
23 The company thereafter retaliated against Plaintiff by treating her differently and giving her a
24 tough time on the job in contravention of Labor Code sections 98.6 and 1102.5.

25 19. Furthermore, during the relevant time period, and due to the aforementioned labor code
26 violations, MARTIN MOTORS failed to pay Plaintiff and other similarly situated aggrieved
27 employees all wages due to them within any time period specified by California Labor Code
28 section 204. MARTIN MOTORS was also in violation of California Labor Code section 226(a)

1 by failing to include pertinent information on the wage statements, including but not limited to,
2 the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, correct
3 amount of pay for non-productive time, gross wages earned, premium pay for missed meal and
4 rest breaks, all deductions, net wages earned, and reimbursement for business expenses, among
5 others. This is so partly because MARTIN MOTORS did not compensate a certain number of its
6 employees at least two (2) times the minimum wage despite requiring its technician employees
7 to provide and maintain hand tools and equipment. As such, MARTIN MOTORS did not provide
8 Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized
9 wage statements.

10 20. MARTIN MOTORS violated Labor Code § 203 because it willfully failed to pay other
11 similarly situated aggrieved employees earned and due wages upon separation of employment,
12 either immediately upon involuntary termination, or within 72 hours of resignation. These
13 earned but unpaid wages include the unpaid minimum wages/compensation for all hours worked
14 including non-productive time, overtime, premium pay for missed meal and rest breaks, and
15 business expense reimbursement, among others. During the relevant time period, MARTIN
16 MOTORS also failed to keep accurate and complete payroll records showing the correct wages
17 paid (for instance, twice the minimum wage and the correct overtime compensation) to Plaintiff
18 and other aggrieved employees, including technicians, pursuant to California Labor Code
19 sections 1174(d).

20 21. Alternatively, during the relevant time period, Plaintiff and other aggrieved employees
21 incurred necessary, business-related expenses and costs that were not reimbursed by MARTIN
22 MOTORS. These costs include, but are not limited to, the purchase of tools to use in carrying
23 out their duties as technicians. Additionally, Plaintiff and others had to use their personal cell
24 phones for work purposes. Accordingly, MARTIN MOTORS was in violation of California
25 Labor Code sections 2800 and 2802.

26 22. Moreover, and as alluded to above, Plaintiff would also have individuals claims for
27 retaliation under Labor Code sections 98.6 and 1102.5 in that Plaintiff was uncomfortable
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1 altering employee timesheets and payroll records for the purposes of ensuring that employees
2 did not get their owed premium pay for missed, late, or interrupted statutory breaks. In fact,
3 Plaintiff complained about the fact that she had to do this. In response, the company tried to
4 make Plaintiff's work environment difficult in an effort to push her out. The work environment
5 became intolerable for Plaintiff and she was forced to quit her employment in February 2023.

6
7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

9 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
10 **Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 23. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.

14 24. At all times relevant herein, Defendants were required to compensate its employees for
15 all hours worked upon reporting for work at the appointed time stated by the employer
16 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
17 Title 8, Section 11040 and/or Industrial Welfare Commission Order 7-2001, California Code of
18 Regulations, Title 8, Section 11070.

19 25. For the three (3) years preceding filing of this action, Defendants failed to compensate
20 Plaintiff for all hours worked.

21 26. Under the aforementioned wage order and regulations, Plaintiff is to recover
22 compensation for all hours worked but not paid by Defendants for the three (3) years
23 preceding the filing of this Complaint.

24 27. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
25 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
26 this Court.

27 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
28 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is

1 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
2 reasonable attorney's fees and costs of suit.

3 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
5 amount known to Plaintiff once she has obtained all of his payroll records from
6 Defendants.

7
8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

10 **(California Labor Code Sections 1194, 1194.2, 1197)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

14 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
15 to suffer or permit a California employee to work without paying wages at the minimum wage
16 rate for all hours worked as required by the applicable Industrial Welfare Commission
17 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
18 8, Section 11040, subdivision 4 and/or Wage Order No. 7-2001, codified at California Code of
19 Regulations, Title 8, Section 11070, subdivision 4.

20 32. Pursuant to IWC Wage Order no. 4-2001 and/or 7-2001, subdivision 2(K), at all
21 relevant times, "hours worked" included "the time during which an employee is subject to the
22 control of an employer, and includes all the time the employee is suffered or permitted to work,
23 whether or not required to do so..."

24 33. During his employment, Plaintiff was regularly required as a matter of uniform
25 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
26 was paid less than the minimum wage rate by Defendants for hours worked in violation of
27 California Labor Code Section 1197 and the applicable California Industrial Wage
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Commission wage order(s).

34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants to believe that their acts or omissions were not contrary to California law.

35. For all hours worked by Plaintiff for which she was paid less than the minimum wage rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

36. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of Regulations Title 8 Section 11040/11070)

(Plaintiff against all named defendants and all DOE defendants)

37. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

38. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 7-2001, California Code of Regulations, Title 8, Section 11070, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on

1 the seventh consecutive workday in a week.

2 39. Plaintiff was a non-exempt employee entitled to the protections of the California
3 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
4 Section 11040 and/or California Industrial Welfare Commission Order No. 7-2001, California
5 Code of Regulations, Title 8, Section 11070.

6 40. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
7 single workweek on numerous occasions.

8 41. Plaintiff worked more than twelve (12) hours in a single workday.

9 42. Plaintiff was entitled to the above overtime premiums.

10 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
11 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

12 44. Defendants did not pay Plaintiff premium wages of at least one and one-half times
13 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

14 45. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular
15 rate of pay for hours worked past twelve (12) in a day.

16 46. Plaintiff worked at least one pay period in which she was not properly paid overtime
17 within the three (3) years prior to the initiation of this lawsuit.

18 47. Defendants know or should know the actual dates of overtime worked, the amount of
19 overtime worked, and the amount of unpaid overtime due.

20 48. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
21 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
22 Court.

23 49. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
24 Regulations, Title 8, Sections 11040 and/or 11070 , Plaintiff is entitled to recover damages for
25 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
26 reasonable attorney's fees and costs of suit.

27 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28 along with any allowable interest, penalties, attorney's fees, and costs according to proof at

1 trial.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 **(California Labor Code Section 226)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

8 52. Pursuant to California Labor Code Section 226, every employer must furnish each
9 employee an itemized statement of wages and deductions at the time of payment of wages.

10 53. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
11 that accurately reflected all information required by Labor Code Section 226, including but not
12 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
13 the employee (regular and overtime), commission payments, all deductions, premium pay for
14 missed rest breaks and meal breaks, and business expense reimbursement. Therefore,
15 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
16 accordance with California Labor Code Section 226(a).

17 54. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
18 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
19 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
20 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
21 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
22 the 3-year period immediately preceding the date this lawsuit was filed.

23 55. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
24 sustained damages, including loss of earnings, in an amount to be established at trial. As a
25 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
26 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
27 and attorney's fees pursuant to statute.
28

1 56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

6 **(California Labor Code Sections 201, 203)**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 57. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

10 58. Pursuant to California Labor Code Section 201(a), an employer who discharges an
11 employee must immediately pay for all compensation due and owing.

12 59. Pursuant to California Labor Code Section 202, when an employee resigns, the
13 employer must pay all compensation due and owing within 72 hours of resignation, or on the
14 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

15 60. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
16 without abatement or reduction, any wages of an employee whose employment ends, the wages
17 of the employee shall continue as a penalty from the due date at the same rate until paid or until
18 an action is commenced; however, the wages shall not continue for more than 30 days for
19 failure to pay an employee owed wages.

20 61. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
21 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

22 62. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
25 preceding the filing of this lawsuit.

26 63. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
27 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
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1 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

2 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
4 trial.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

7 **(California Labor Code Section 204)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

11 66. California Labor Code Section 204 establishes the fundamental right of all employees
12 in the State of California to be paid wages in a timely fashion for their work.

13 67. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
14 full amount of all owed wages when due as required by California Labor Code Section 204.

15 68. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
16 informed, believes, and thereon alleges, that all times relevant during the liability period,
17 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
18 including overtime hours and the minimum wage as well as premiums for missed rest breaks
19 and meal breaks.

20 69. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
21 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
22 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
23 from Defendants' records or indirectly based on information from Defendants' records.

24 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
25 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
26 trial.

27 ///

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO GIVE REST BREAKS**

3 **(Plaintiff against all named defendants and all DOE defendants)**

4 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

6 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 7 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
8 11070(12)(A), which provide that every employer shall authorize and permit all
9 employees to take rest periods, which insofar as practicable shall be in the middle of
10 each work period. The authorized rest period time shall be based on the total hours
11 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
12 fraction thereof;
- 13 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
14 11070(12)(B), which provides that if an employer fails to provide an employee a
15 rest period in accordance with the applicable provisions of this order, the employer
16 shall pay the employee one (1) hour of pay at employee's regular rate of
17 compensation for each workday that the rest period is not provided;
- 18 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
19 11070(20)(A), which penalizes the employer \$50.00 for each initial violation, per
20 employee, of any provision of the Wage Order, and \$100.00 for each additional
21 violation thereafter per employee; and
- 22 d. California Labor Code section 226.7, which states that (a) no employer shall require
23 any employee to work during any rest period mandated by an applicable order of
24 the Industrial Welfare Commission, and (b) if an employer fails to provide an
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1 employee a rest period in accordance with an applicable order of the Industrial
2 Welfare Commission, the employer shall pay the employee one (1) additional hour
3 of pay at employee's regular rate of compensation for each work day that the rest
4 period is not provided.

5 73. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute
6 rest break after every four (4) hours of work or major fraction thereof, as required by California
7 law.

8 74. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
9 regulations, and wage orders alleged in this cause of action along with any allowable interest,
10 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
11 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

12 75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
13 fees as well as interest under Labor Code section 218.6.

14 76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

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18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO GIVE MEAL BREAKS**

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21 **(Plaintiff against all named defendants and all DOE defendants)**

22 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

24 78. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 25 a. California Labor Code section 512(a), which requires that employees be given a 30-
26 minute uninterrupted meal break after five (5) hours of work, and a second
27 uninterrupted meal break after ten (10) hours of work;
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- 1 b. California Labor Code section 226.7, which states that (a) no employer shall require
2 any employee to work during any meal period mandated by an applicable order of
3 the Industrial Welfare Commission, and (b) if any employer fails to provide an
4 employee a meal period in accordance with an applicable order of the Industrial
5 Welfare Commission, the employer shall pay the employee one (1) additional hour
6 of pay at the employee's regular rate of compensation for each workday that the
7 meal period is not provided;
- 8 c. California Industrial Welfare Commission Order No. 4 and/or 7 section 11(B), as
9 codified under Title 8 of the California Code of Regulations Section 11040 and/or
10 11070, which state that if an employer fails to provide an employee a meal period in
11 accordance with the applicable provisions of the Wage Order, the employer shall
12 pay the employee one (1) hour of pay at the employee's regular rate of
13 compensation for each workday that the meal period is not provided;
- 14 d. California Industrial Welfare Commission Wage Order No. 4 and/or 7 Section
15 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
16 11040 and/or 11070, which require an employer to maintain records documenting
17 its employees' meal periods;
- 18 e. California Industrial Welfare Commission wage order No. 4 and/or 7 Section
19 20(A), as codified under California Code of Regulations Section 11040 and/or
20 11070, which penalizes the employer \$50.00 for each initial violation, per
21 employee, of any provision of the Wage Order, and \$100.00 for each additional
22 violation thereafter per employee; and
- 23 f. California Labor Code section 1171 and 1173, which have given the California
24 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
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and/or 7) as enforceable law.

79. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or 11070 et. seq., require that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040 and/or 11070 require that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each workday that the meal period is not given.

80. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

81. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

82. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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1 **NINTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **Individual and Representative Claim for PAGA penalties under California Labor Code**
4 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,**
5 **1194, 1197, 1198, 2802)**

6 **(Against All Named Defendants and all DOE Defendants)**

7 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

9 84. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
10 Defendants of the specific violations of the California Labor Code that Defendants
11 and DOE defendants have violated and continue to violate.

12 85. Pursuant to California Labor code section 2699.3, no response was received from the
13 LWDA within 65 days of the postmark date of the above-alleged letter.

14 86. Plaintiff therefore has exhausted all administrative remedies required of her under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
16 cause of action and pursue penalties in a representative action for Defendants' violations of the
17 Labor Code.

18 87. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
19 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
20 departments, divisions, commissions, boards, agencies, or employees for violation of the code
21 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
22 on behalf of himself or herself and other current or former employees pursuant to the
23 procedures specified in California Labor Code section 2699.3.

24 88. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
25 violator and had one or more of the alleged violations committed against her, and therefore is
26 properly suited to represent the interests of other current and former employees, including all
27 hourly, non-exempt employees who worked for Defendants in the State of California during
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1 the PAGA period at any of their locations in California.

2 89. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
3 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
4 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

5 90. Plaintiff therefore has exhausted all administrative remedies required of her under
6 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
7 cause of action and pursue penalties in a representative action for Defendants' violations of the
8 Labor Code on behalf of all hourly, non-exempt employees, irrespective of job title and job
9 duties, who worked for MARTIN MOTORS at any of their California locations during the
10 relevant PAGA period.

11 91. California Labor Code section 2699 et seq. imposes penalties upon culpable
12 Defendants for violating the Labor Code.

13 92. California Labor Code section 558 establishes a civil penalty as follows: Any
14 employer or other person action on behalf of an employer who violates, or causes to be
15 violated, a section of this chapter or any provision regulating hours and days of work in any
16 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
17 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
18 dollars (\$50) for each underpaid employee for each pay period for which the employee was
19 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid ...;

21 93. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
22 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
23 seeking individual/victim specific relief or underpaid wages under this particular cause of
24 action.

25 94. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
26 the following:

27 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
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226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802 via
2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order
Provisions (nos. 4 and/or 7) violated based on the facts alleged in this Complaint.

95. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved
employees as alleged herein in an amount to be shown according to proof at trial and within the
jurisdictional limits of this Court.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against all Named Defendants and DOE Defendants, and each of them)

96. Plaintiff re-alleges and incorporates by reference each and every allegation in
paragraphs 1 through 95, inclusive, of this Complaint as thought fully set forth herein.

97. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
employee for all necessary expenditures or losses incurred by the employee in direct
consequence of the discharge of his or her duties."

98. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
of completing her job duties, which were not reimbursed by Defendant. These expenses
include, but are not limited to, use of personal cell phone for work purposes.

99. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
and attorney's fees and costs, under Labor Code section 2802.

ELEVENTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5

(Plaintiff against All Named Defendants and all DOE Defendants)

100. Plaintiff re-alleges and incorporates by reference each and every allegation in
paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

101. At all times material to this Complaint, California Labor Code § 1102.5 was in effect

1 and binding on Defendants. This section requires Defendants to refrain from retaliating against
2 an employee for refusing to participate in an activity that he/she reasonably believes would
3 result in a violation of state or federal statute, or a violation or noncompliance with a state or
4 federal rule or regulation. California Labor Code section 1102.5 also requires Defendants to
5 refrain from retaliating against an employee for disclosing information to a person with authority
6 over the employee if the employee has reasonable cause to believe that the information discloses
7 a violation of state or federal statute, or a violation of or noncompliance with a local, state, or
8 federal rule or regulation, regardless of whether disclosing the information is part of the
9 employee's job duties.

10 102.As discussed fully above, Plaintiff complained to Defendants about illegal practices
11 and conduct at the workplace.

12 103.Defendants retaliated against Plaintiff for her whistleblowing, as alleged above, all in
13 violation of Labor Code § 1102.5.

14 104.As a direct and proximate result of the aforementioned acts and omissions of Defendants,
15 Plaintiff suffered general and compensatory damages, including but not limited to, loss of
16 income (past and future), loss of employment benefits (past and future), general and
17 compensatory damages (past and future), mental pain and anguish and emotional distress (past
18 and future), and will continue to suffer in the future, in an amount to be proved at trial.

19 105.Plaintiff requests all available relief under Labor Code § 1102.5 including damages
20 and the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

21 **TWELFTH CAUSE OF ACTION**

22 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

23 **(California Labor Code section 98.6)**

24 **(Plaintiff against all Named Defendants DOE Defendants, and each of them)**

25 106. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 105, inclusive, of this Complaint as though fully set forth herein.

27 107. California Labor Code section 98.6 provides, in pertinent part, as follows:
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1 “A person shall not discharge an employee or in any manner discriminate, retaliate, or
2 take any adverse action against any employee or applicant for employment because the
3 employee or applicant engaged in any conduct delineated in this chapter...or because
the employee or applicant...made a written or oral complaint that he or she is owed
unpaid wages...

4 108. In doing the things herein alleged, Defendants violated Labor Code section 98.6 in
5 that they retaliated against Plaintiff for complaining about her wages and about the labor code
6 violations that were being committed by Defendants against Plaintiff and other employees.

7
8 109. As a direct and proximate result of the aforementioned acts and omissions of
9 Defendants, Plaintiff suffered general and compensatory damages, including but not
10 limited to, loss of income (past and future), loss of employment benefits (past and future),
11 general and compensatory damages (past and future), mental pain and anguish and emotional
12 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
13 trial. Moreover, pursuant to Labor Code section 98.6, an employer who violates this section is
14 liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each
15 violation of this section.

16 **THIRTEENTH CAUSE OF ACTION**

17 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

18 **(Plaintiff against All Named Defendants and all DOE Defendants)**

19 110. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 109 inclusive, of this Complaint as though fully set forth herein.

21 111. At all times during her employment with MARTIN MOTORS, Plaintiff performed
22 her duties with the utmost diligence and competence.

23 112. Defendants intentionally created an illegal work environment and atmosphere wherein
24 Plaintiff was retaliated against and harassed after complaining about illegal conduct at the
25 workplace. This situation became intolerable for Plaintiff and Plaintiff had no alternative but to
quit her job.

26 113. The employment of Plaintiff was constructively wrongfully terminated in or
27 around February 2023 in violation of the fundamental public policy of the State of California
28 with respect to not violating the California Labor Code and not retaliating against an

1 employee for complaints of illegal conduct at the workplace. Moreover, Plaintiff was forced to
2 hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and
3 constitutional expressions of public policy including, but not limited to, the California Labor
4 Code, including sections 98.6 and 1102.5.

5 114.As set forth above, said actions by Defendants were wrongful and in violation
6 of the fundamental principles of the public policy of the State of California as reflected in its
7 laws, objectives and policies. Said statutes and constitutional expressions of public policy
8 include, but are not limited to, the California Labor Code. These laws inure to the benefit of the
9 public at large, and not just the private interests of the employers and employees whom they
10 govern or protect.

11 115. As a direct and proximate result of the aforementioned acts and omissions of
12 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
13 loss of income (past and future), loss of employment benefits (past and future), general and
14 compensatory damages (past and future), mental pain and anguish and emotional distress (past
15 and future), and will continue to suffer in the future, in an amount to be proved at trial.

16 116.The foregoing conduct engaged in by Defendants and each of its directors,
17 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
18 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
19 an environment free of willful labor code violations and in an environment free of retaliation
20 for complaining about illegal conduct at the workplace, so as to justify the imposition of
21 punitive damages to punish and set an example of said Defendants.
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24 **FOURTEENTH CAUSE OF ACTION**

25 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

26 **(California Business and Professions Code Section 17200)**

27 **(Plaintiff against All Named Defendants and all DOE defendants)**
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1 117. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 116, inclusive, of this Complaint as though fully set forth herein.

3 118. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
4 constitutes unfair and unlawful business practices under California Business and Professions
5 Code Section 17200, et seq.

6 119. Defendant's violations of California labor laws constitutes a business practice because
7 it was done repeatedly over a significant period of time in a systematic manner that was
8 detrimental to Plaintiff and other similarly situated aggrieved employees.

9 120. For the four years preceding the filing of this action, Plaintiff has suffered damages
10 and request damages and/or restitution of all monies and profits to be disgorged from
11 Defendants in an amount according to proof at time of trial, but in excess of the
12 jurisdiction of this Court.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
15 follows:

- 16 1. For compensatory damages including lost past and future wages, regular wages,
17 overtime, and all other sums of money, including employment benefits, together
18 with interest on said amounts, and any other economic injury to Plaintiff, according to
19 proof;
- 20 2. For special and consequential damages to the extent allowed by law;
- 21 3. For general damages according to proof;
- 22 4. For an award of punitive damages against Defendants according to proof;
- 23 5. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
24 at trial;
- 25 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
26 subject to proof at trial;
- 27 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
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proof at trial;

8. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount according to proof and an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;

9. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claims;

10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;

11. For the imposition of civil penalties and/or statutory penalties;

12. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and the Labor Code generally, including Labor Code section 1102.5 as well as Code of Civil Procedure section 1021.5;

13. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.

14. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.

15. For all interest as allowed by law;

16. For costs and expenses of suit incurred herein;

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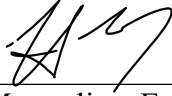
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1 17. For such other and further relief as this Court may deem proper.
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3 DATED: July 9, 2023

MESSRELIAN LAW INC.

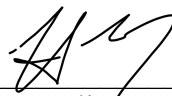
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5 By 
6 Harout Messrelian, Esq.
7 Attorneys for Plaintiff Nadine Olague

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
10

11 DATED: July 9, 2023

MESSRELIAN LAW INC.

12
13 By 
14 Harout Messrelian, Esq.
15 Attorneys for Plaintiff Nadine Olague
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