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County of San Joaquin  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN JOAQUIN**

Guadalupe Mireya González Torres, on behalf  
of herself and on behalf of all persons  
similarly situated,

Plaintiff,

v.

Margaritas House Cleaning Inc. and Janitorial  
Services, Margarita Covington, and DOES 1-  
15.

Defendants.

Case No: STK-CV-UOE-2023-0012264

**COMPLAINT FOR DAMAGES**

DEMAND FOR JURY TRIAL

Plaintiff Guadalupe Mireya González Torres (“PLAINTIFF”), in her representative capacity on behalf of herself, the State of California, and fellow current and former AGGRIEVED EMPLOYEES, defined below, against Defendants Margaritas House Cleaning Inc. and Janitorial Services (“Defendant Margaritas”), Defendant Margarita Covington (“Defendant Covington”) and DOES 1-15 (“Defendant DOES”) (collectively “DEFENDANTS”), alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

**I. INTRODUCTION**

93. PLAINTIFF brings this representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current

1 and former AGGRIEVED EMPLOYEES of DEFENDANTSS for engaging in a pattern and  
2 practice of wage and hour violations under the California Labor Code.

3 94. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS  
4 decreased their employment-related costs by systematically violating California wage and hour  
5 laws.

6 95. DEFENDANTS' systematic pattern of wage and hour and IWC Wage Order  
7 violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include,  
8 *inter alia*:

- 9 a. Failure to provide meal periods;
- 10 b. Failure to provide rest periods;
- 11 c. Failure to pay all regular and overtime wages;
- 12 d. Failure to provide accurate payroll records;
- 13 e. Failure to reimburse for required business expenses;
- 14 f. Failure to provide accurate itemized wage statements;
- 15 g. Failure to provide personnel file; and
- 16 h. Failure to timely pay wages due during employment.

17 96. PLAINTIFF brings this representative action against DEFENDANTS on behalf of  
18 herself and all other AGGRIEVED EMPLOYEES of DEFENDANT in California, seeking all  
19 civil penalties and unpaid wages permitted pursuant to California Labor Code §2699, *et seq.*

20 97. PLAINTIFF reserves the right to name additional representatives throughout the  
21 State of California.

## 22 II. PARTIES

23 98. Plaintiff Guadalupe Mireya González Torres ("PLAINTIFF"), an individual, has  
24 resided, and at all times mentioned in this Complaint, continues to reside in San Joaquin  
25 County.

26 99. Defendant Margaritas House Cleaning Inc. and Janitorial Services is a California  
27 corporation registered with the Secretary of State as corporation No. 3704405, that at all  
28

1 relevant times mentioned herein conducted and continues to conduct substantial and regular  
2 business throughout California.

3 100. Defendant Margarita Covington is, on information and belief, doing business in  
4 California as the Chief Executive Officer, Secretary, and Chief Financial Officer of Defendant  
5 Margaritas House Cleaning Inc. and Janitorial Services. Margarita Covington is an owner,  
6 director, officer, or managing agent of Margaritas House Cleaning Inc and Janitorial Services.

7 101. Defendants DOES 1-15 are persons and/or entities that at all relevant times  
8 mentioned herein conducted and continue to conduct substantial and regular business throughout  
9 California.

10 102. DEFENDANTS own, operate, and/or manage a commercial and residential  
11 cleaning and janitorial service in Tracy, California, in the County of San Joaquin.

12 103. DEFENDANTS employed PLAINTIFF between August 2022 and April 21, 2023.

13 104. At all times, DEFENDANTS paid PLAINTIFF on an hourly basis and rate of  
14 seventeen dollars (\$17.00) per hour.

15 105. PLAINTIFF brings this action in her representative capacity on behalf of the State  
16 of California and on behalf of all individuals who are or previously were employed by  
17 DEFENDANT MARGARITAS in California who suffered one or more Labor Code violations  
18 enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who  
19 worked for DEFENDANTS between March 24, 2022, and the present (“PAGA PERIOD”)

20 106. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor  
21 Code § 2699(c) because she was employed by DEFENDANT and suffered one or more of the  
22 alleged Labor Code violations committed by DEFENDANT.

23 107. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant  
24 times were, employees of DEFENDANT, within the meanings set forth in the California Labor  
25 Code and the applicable Industrial Welfare Commission Wage Order.

26 108. Each of the fictitiously named defendants participated in the acts alleged in this  
27 Complaint. The true names and capacities of the defendants named as DOES 1 THROUGH 15,  
28 inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting

1 forth the true names and capacities of these fictitiously named defendants when their true names  
2 are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the  
3 fictitious defendants has participated in the acts alleged in this Complaint.

4 109. DEFENDANTS, including DOES 1 THROUGH 15 (hereinafter collectively  
5 “DEFENDANTS”), were PLAINTIFF’S employers or persons acting on behalf of PLAINTIFF’S  
6 employer, within the meaning of California Labor Code § 558, who violated or caused to be  
7 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating  
8 hours and days of work in any order of the Industrial Welfare Commission and, as such, are  
9 subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all  
10 relevant times.

11 110. DEFENDANTS were PLAINTIFF’S employer or persons acting on behalf of  
12 PLAINTIFF’S employer either individually or as an officer, agent, or employee of another person,  
13 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any  
14 employee a wage less than the minimum fixed by California state law, and as such, are subject to  
15 civil penalties for each underpaid employee.

### 16 III. JOINT EMPLOYER

17 111. The Private Attorney General Act (“PAGA”), permits an aggrieved employee to  
18 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code*  
19 § 2699(a).)

20 112. Section 558 of the California Labor Code provides that “any employer *or other*  
21 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this  
22 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare  
23 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

24 113. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*  
25 acting either individually or as an officer, agent, or employee of another person, who pays or  
26 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or  
27 local law, or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* §  
28 1197.1(a).)

1           114. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have  
2 held that a corporate employer's owners, officers and directors, are subject to civil penalties for  
3 the employer's failure to pay appropriate wages to its employees, and, since liability under either  
4 558 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings  
5 are necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5<sup>th</sup> 809; see generally *Ochoa-Hernandez*  
6 *v. Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203  
7 Cal.App.4<sup>th</sup> 1112, 1145-1146.

8           115. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS,  
9 and each of them, are subject to civil penalties for their failure to pay PLAINTIFF and the  
10 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately  
11 caused the complaints, injuries, and damages alleged herein.

12           116. At all relevant times, each DEFENDANTS, whether named or fictitious, was the  
13 agent, employee or other person acting on behalf of each other Defendant, and, in participating in  
14 the acts alleged in this Complaint, acted within the scope of such agency or employment and  
15 ratified the acts of the other.

16           117. Each DEFENDANT, whether named or fictitious, exercised control over  
17 PLAINTIFF'S wages, working hours, and/or working conditions.

18           118. Each Defendant, whether named or fictitious, acted in all respects pertinent to this  
19 action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan or  
20 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

#### 21                                   **IV. JURISDICTION AND VENUE**

22           119. This Court has jurisdiction over this Action pursuant to California Code of Civil  
23 Procedure, Section 410.01.

24           120. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
25 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and  
26 DEFENDANTS (i) currently maintains and at all relevant times maintained offices and facilities  
27 in this County, and (ii) committed the wrongful conduct herein alleged in this County.

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1 V. FACTUAL ALLEGATIONS

2 A. Rest Period Violations

3 121. PLAINTIFF was required to work in excess of four (4) hours without being provided  
4 ten (10) minute rest periods as a result of DEFENDANTS' work requirements, policies, and  
5 practices.

6 122. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES  
7 were required work in excess of four (4) hours without being provided ten (10) minute rest periods  
8 as a result of DEFENDANTS' policies and practices and employees' work requirements.

9 123. PLAINTIFF and other AGGRIEVED EMPLOYEES were not provided with one-  
10 hour wages *in lieu* thereof. As a result of DEFENDANTS' practices and DEFENDANTS'  
11 inadequate staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were denied their proper  
12 rest periods by DEFENDANTS and DEFENDANTS' managers.

13 124. Specifically, as part of PLAINTIFF's position, DEFENDANTS transported  
14 PLAINTIFF and other AGGRIEVED EMPLOYEES in a company vehicle to various locations  
15 located throughout San Joaquin County to perform work for DEFENDANTS. DEFENDANTS  
16 directed PLAINTIFF and other AGGRIEVED EMPLOYEES to skip and/or postpone rest periods  
17 until after completing a cleaning job. DEFENDANTS additionally directed PLAINTIFF and other  
18 AGGRIEVED EMPLOYEES to postpone rest periods until DEFENDANTS transported employees  
19 to the next location to perform work.

20 125. PLAINTIFF and other AGGRIEVED EMPLOYEES, from time-to-time, were  
21 required to work in excess of eight (8) hours or more, without being provided a second ten (10)  
22 minute rest period. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided  
23 with one-hour wages *in lieu* thereof. As a result of DEFENDANTS' policies and DEFENDANTS'  
24 inadequate staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were denied their proper  
25 rest periods by DEFENDANTS and DEFENDANTS' managers.

26 B. Meal Period Violations

27 126. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to  
28 work during the meal break during what was supposed to be PLAINTIFF'S off-duty meal break

1 due to DEFENDANTS' policies and inadequate staffing practices.

2 127. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with  
3 one-hour wages *in lieu* thereof. As a result of DEFENDANTS' policies, practices and  
4 DEFENDANTS' inadequate staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were  
5 denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

6 128. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were  
7 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning  
8 the time during which an employee is subject to the control of an employer, including all the time  
9 the employee is suffered or permitted to work. During the entirety of PLAINTIFF and other  
10 AGGRIEVED EMPLOYEES' employment and the PAGA PERIOD, DEFENDANTS required  
11 PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying them for all the time they  
12 were under DEFENDANT'S control. Specifically, as a result of PLAINTIFF'S and other  
13 AGGRIEVED EMPLOYEES' demanding work requirements and Defendant's policies and  
14 practices, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to work  
15 during the meal break during what was supposed to be an off-duty meal break. As a result,  
16 PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited their regular wage and overtime  
17 wage by regularly working without their time being accurately compensated at the applicable wage  
18 and overtime rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay  
19 PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked.

20 129. Specifically, as part of PLAINTIFF's position, DEFENDANTS transported  
21 PLAINTIFF and other AGGRIEVED EMPLOYEES in a company vehicle to various locations  
22 located throughout San Joaquin County to perform work for DEFENDANTS. DEFENDANTS  
23 directed PLAINTIFF and other AGGRIEVED EMPLOYEES to skip and/or postpone meal periods  
24 until after completing a cleaning job. DEFENDANTS additionally directed PLAINTIFF and other  
25 AGGRIEVED EMPLOYEES to postpone meal periods until being transported to a new location  
26 for cleaning. On occasion, DEFENDANTS would additionally tell PLAINTIFF and other  
27 AGGRIEVED EMPLOYEES that DEFENDANTS would stop for a meal period on the way back  
28 from a cleaning location to the office but then failed to stop and failed to provide PLAINTIFF and

1 other AGGRIEVED EMPLOYEES a meal period at all. DEFENDANTS additionally did not  
2 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with one-hour wages *in lieu* thereof.

3 130. PLAINTIFF and other AGGRIEVED EMPLOYEES were unable to take thirty (30)  
4 minute off-duty meal breaks and were not fully relieved of duty for meal periods. PLAINTIFF and  
5 other AGGRIEVED EMPLOYEES were required to perform work as ordered by DEFENDANTS  
6 for more than five (5) hours during some shifts without receiving a meal break. The nature of the  
7 work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES does not qualify for  
8 limited and narrowly construed “on-duty” meal period exception. PLAINTIFF and other  
9 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation and  
10 in accordance with DEFENDANTS’ policies and practices.

11 C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

12 131. During PLAINTIFF’S employment and during the PAGA PERIOD,  
13 DEFENDANTS failed to accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for  
14 all hours worked.

15 132. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to  
16 work in excess of their scheduled shifts and failed to record, track, and accurately pay PLAINTIFF  
17 and other AGGRIEVED EMPLOYEES wages for all hours worked.

18 133. Specifically, DEFENDANTS contacted PLAINTIFF prior to her scheduled shifts to  
19 direct her to begin driving toward an assigned work location. DEFENDANTS would text  
20 PLAINTIFF and instruct PLAINTIFF to begin driving in a general direction and then provide the  
21 exact address when PLAINTIFF’s scheduled shift started. DEFENDANTS failed to pay  
22 PLAINTIFF necessary wages for performing work at DEFENDANTS’ direction, request and  
23 benefit, while off-the clock.

24 134. Additionally, DEFENDANTS did not provide PLAINTIFF and AGGRIEVED  
25 EMPLOYEES meal breaks and/or rest breaks and required PLAINTIFF and AGGRIEVED  
26 EMPLOYEES to perform off-the-clock work. DEFENDANTS failed to pay PLAINTIFF and other  
27 AGGRIEVED EMPLOYEES necessary wages for attending and performing work at  
28 DEFENDANTS’ direction, request and benefit, while off-the clock.

1           135. DEFENDANTS directly and indirectly benefited from the uncompensated off-the-  
2 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

3           136. DEFENDANTS controlled the work schedules, duties, protocols, applications,  
4 assignments, and employment conditions of PLAINTIFF and the other AGGRIEVED  
5 EMPLOYEES.

6           137. DEFENDANTS were able to track the amount of time PLAINTIFF and other  
7 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track,  
8 or pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the  
9 work they performed, including during off-the-clock work.

10           138. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,  
11 subject to the requirements of the California Labor Code.

12           139. DEFENDANTS' policies and practices deprived PLAINTIFF and the other  
13 AGGRIEVED EMPLOYEES of all regular, overtime, and double time wages owed for the off-the-  
14 clock work activities.

15           140. Because PLAINTIFF on occasion worked over 40 hours in a workweek, and more  
16 than eight (8) hours per day, DEFENDANTS' policies and practices also deprived her of overtime  
17 pay.

18           141. DEFENDANTS knew or should have known that PLAINTIFF and the other  
19 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

20           142. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages  
21 due them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent  
22 while off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF  
23 and the AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable  
24 law.

25           143. Moreover, DEFENDANTS also provided PLAINTIFF and other AGGRIEVED  
26 EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226. Further, and as  
27 detailed below, DEFENDANTS also failed to compensate PLAINTIFF accurate overtime wages,  
28 reimburse PLAINTIFF for required business expenses related to the use of her personal cell on

1 behalf of and in furtherance of her employment with DEFENDANTS as well as expenses relating  
2 to the purchase of personal protective equipment (PPE) like protective gloves and protective masks.  
3 To date, DEFENDANTS have not fully paid PLAINTIFF reimbursement expenses, overtime wages  
4 still owed to her, or any penalty wages owed to them under Cal. Lab. Code § 203.

5 D. Failure to Pay Accurate Overtime Wages

6 144. During PLAINTIFF'S employment and the PAGA PERIOD, DEFENDANTS failed  
7 to accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES correct overtime wages.

8 145. California law requires employers to pay overtime at the rate of one and one-half  
9 times the employee's regular rate of pay for all hours worked in excess of eight up to and including  
10 twelve hours in any workday.

11 146. DEFENDANTS had uniform practice to compensate all overtime hours as a  
12 premium "Wax and Strip" job paying less than one and one-half times the employee's regular rate  
13 of pay for all hours worked in excess of eight up to and including twelve hours in any workday.

14 147. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to  
15 work in excess of eight hours (8) in a day and failed to accurately compensate PLAINTIFF and other  
16 AGGRIEVED EMPLOYEES correct overtime wages. DEFENDANTS categorize all overtime  
17 hours as a "Wax and Strip" job that is only one dollar and fifty cents (\$1.50) more than PLAINTIFF  
18 and other AGGRIEVED EMPLOYEES' hourly rate.

19 148. For instance, PLAINTIFF'S hourly rate of pay is seventeen dollars (\$17.00).  
20 Accordingly, PLAINTIFF'S correct overtime rate of one and one-half times her hourly rate is  
21 twenty-five dollars and fifty cents (\$25.50) per hour. Instead of compensating PLAINTIFF correct  
22 overtime wages, DEFENDANTS pay all of PLAINTIFF'S overtime wages under a "Strip and Wax"  
23 job at an hourly rate of eighteen dollars and fifty cents (\$18.50). DEFENDANTS never paid  
24 PLAINTIFF the correct overtime premium for her overtime hours.

25 149. DEFENDANTS controlled the work schedules, duties, protocols, applications,  
26 assignments, and employment conditions of PLAINTIFF and the other AGGRIEVED  
27 EMPLOYEES.

28 150. DEFENDANTS knew or should have known that PLAINTIFF and the other

1 AGGRIEVED EMPLOYEES were not being accurately compensated for overtime hours worked.

2 151. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages  
3 due them for overtime hours worked at DEFENDANTS' direction, control and benefit for the time  
4 spent while working overtime hours. DEFENDANTS had, and may continue to have, a uniform  
5 policy and practice to not pay PLAINTIFFS and the AGGRIEVED EMPLOYEES accurate wages  
6 for all overtime hours worked in accordance with applicable law.

7 E. Unreimbursed Business Expenses

8 60. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to  
9 purchase various Personal Protective Equipment and use personal cell phone for work-related  
10 communications.

11 61. DEFENDANTS refused to purchase Personal Protective Equipment ("PPE") for  
12 employees to discharge their work duties. PLAINTIFF and other AGGRIEVED EMPLOYEES  
13 requested DEFENDANTS purchase such PPE but DEFENDANTS refused. DEFENDANTS  
14 directed PLAINTIFF and other AGGRIEVED EMPLOYEES to use personal funds for PPE used  
15 for work purposes.

16 62. DEFENDANTS did not provide PLAINTIFF with a designated work phone and  
17 instead used PLAINTIFF and other AGGRIEVED EMPLOYEES to use their personal cell phones  
18 in discharge of their duties. These communications included: directions to work locations, check-  
19 ins, instructions, job assignments, and other work-related discussions. These communications were  
20 constant and took place every shift.

21 63. DEFENDANTS never reimbursed PLAINTIFF and other AGGRIEVED  
22 EMPLOYEES for personal cell phone use or for personal protective equipment used to discharge  
23 work duties. PLAINTIFF and other AGGRIEVED EMPLOYEES were neither compensated for  
24 the cost of the cell phone nor the cost of the cell phone plan.

25 F. Inaccurate Itemized Wage Statements

26 64. California Labor Code Section 226 requires an employer to furnish its employees an  
27 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)  
28 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
2 employee and only the last four digits of the employee's social security number or an employee  
3 identification number other than a social security number, (8) the name and address of the legal  
4 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the  
5 corresponding number of hours worked at each hourly rate by the employee.

6 65. During PLAINTIFF'S employment and during the PAGA PERIOD, when  
7 PLAINTIFF and other AGGRIEVED EMPLOYEES missed meal and rest breaks and were paid  
8 inaccurate overtime premiums, DEFENDANTS also failed to provide PLAINTIFF and other  
9 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show all  
10 applicable hourly rates in effect during the pay period and the corresponding amount of time worked  
11 at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods,  
12 overtime pay.

13 66. DEFENDANTS routinely failed to keep, maintain and store accurate payroll  
14 records. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED EMPLOYEES  
15 with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS' violations are  
16 knowing and intentional, and were not isolated or due to an unintentional payroll error due to  
17 clerical or inadvertent mistake.

18 67. Additionally, under Cal. Lab. Code 206 subdivisions (b) and (c), current and former  
19 employees may obtain copies of payroll records within 21 days of a request. Labor Code Section  
20 432, requires employers to provide copies of documents relating to employees' employment.  
21 Employers must provide these records "upon request." Labor Code Section 1198.5 requires  
22 employers to provide employees and former employees copies of personnel records relating to that  
23 employee's performance or to any grievance concerning the employee. The employer must make  
24 the personnel file performance documents available to the worker or his representative within 30  
25 days from the date it receives a written request.

26 68. PLAINTIFF requested her personnel file from DEFENDANTS and DEFENDANTS  
27 failed to produce the records within the required statutory timeline.

28 G. Violations for Untimely Payment of Wages

1           69. Pursuant to California Labor Code section 204, PLAINTIFF and other  
2 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.  
3 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment  
4 of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium  
5 wages, and rest period premium wages within permissible time period and on days designated in  
6 advance by the employer as regular paydays.

7           H. Defendants' Retaliation and Constructive Termination

8           70. Plaintiff suffered from severe work injuries as a result of DEFENDANTS failure to  
9 provide adequate or minimal personal protective equipment (PPE) for employees.

10          71. On March 17, 2023, Plaintiff filed a claim with the Worker's Compensation Appeals  
11 Board for the injuries she suffered as a result of her employment with DEFENDANTS.

12          72. On May 17, 2023, Plaintiff additionally filed a Notice with the Labor and Workforce  
13 Development Agency in regard to California Labor Code violations and provided DEFENDANTS  
14 with notice of such allegations via certified mail.

15          73. After Plaintiff's engagement in a protected activity under Lab. Code 98.6,  
16 PLAINTIFF suffered an adverse employment action as a result of engaging in a protected activity.  
17 Specifically, DEFENDANTS significantly reduced the hours Plaintiff was schedule at work from  
18 approximately 40 hours per week to only 20 hours per week.

19          74. Shortly thereafter, DEFENDANTS further reduced PLAINTIFF'S hours to only  
20 approximately 5 hours per week as to constructively terminate PLAINTIFF.

21          75. DEFENDANTS reduced Plaintiff's hours as a result of her engagement in protected  
22 activities.

23          76. Defendants forced Plaintiff to find other employment to support herself and her  
24 family as a result of Defendants' actions.

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1 required by law.

2 85. Under its unlawful scheme, DEFENDANTS evaded their other legal responsibilities  
3 as an employer and instead systematically saved on costs at the expense of PLAINTIFF and other  
4 AGGRIEVED EMPLOYEES.

5 86. With this unlawful scheme, DEFENDANTS unjustly appropriated for itself  
6 significant amounts of money that it otherwise should have paid to employees as wages.

7 87. DEFENDANTS reduced wages due, in violation of Labor Code section 226.7.

8 88. DEFENDANTS' unfair business practices have reaped undue benefits and illegal  
9 profits, and unjustly enriched DEFENDANTS, at the expense of PLAINTIFF and other  
10 AGGRIEVED EMPLOYEES.

11 89. PLAINTIFF and other AGGRIEVED EMPLOYEES have been personally injured  
12 by DEFENDANTS' unlawful business practices, including the loss of money.

13 90. Pursuant to California Business & Professions Code sections 17200 et seq.,  
14 PLAINTIFF is also entitled to disgorgement of illegally acquired profits by DEFENDANTS during  
15 the period of employment. PLAINTIFF is also entitled to an award of attorneys' fees and costs  
16 under the common fund doctrine, California Code of Civil Procedure section 1021.5, and other  
17 applicable laws.

18 **SECOND CAUSE OF ACTION**

19 For Failure to Pay Minimum Wages  
(Cal. Lab. Code § 1194, 1197& 1197.1)  
20 (Against All DEFENDANTS)

21 91. PLAINTIFF and AGGRIEVED EMPLOYEES incorporate by reference and  
22 reallege as if fully stated herein each and every allegation set forth above.

23 92. PLAINTIFF and other AGGRIEVED EMPLOYEES bring a claim for  
24 DEFENDANTS' willful and intentional violations of California Labor Code and the Industrial  
25 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay  
26 minimum wages to PLAINTIFF and other AGGRIEVED EMPLOYEES.

27 93. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
28 including minimum wage compensation and interest thereon, together with the costs of suit.

1           94.    DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and  
2 the other AGGRIEVED EMPLOYEES without regard to the correct amount of time worked. As  
3 set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally  
4 deny timely payment of wages due to PLAINTIFF and the other AGGRIEVED EMPLOYEES.

5           95.    DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
6 without limitation, applicable to AGGRIEVED EMPLOYEES as a whole, as a result of  
7 implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF  
8 and the other AGGRIEVED EMPLOYEES in regard to listing the correct hours worked and  
9 compensation for missed meal and rest periods.

10          96.    In committing these violations of the California Labor Code, DEFENDANTS  
11 inaccurately calculated the amount of time worked and consequently underpaid the actual time  
12 worked by PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS acted in an  
13 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the  
14 California Labor Code, the Industrial Welfare Commission requirements and other applicable  
15 laws and regulations.

16          97.    As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
17 PLAINTIFF and the other AGGRIEVED EMPLOYEES did not receive the correct wage  
18 compensation for meal and rest premiums and all time worked for DEFENDANTS.

19          98.    During PLAINTIFF'S employment and the PAGA PERIOD, PLAINTIFF and  
20 other AGGRIEVED EMPLOYEES were paid less for time worked than they were entitled to,  
21 constituting a failure to pay all earned wages.

22          99.    By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
23 compensation to PLAINTIFF and the other AGGRIEVED EMPLOYEES for the true time they  
24 worked, PLAINTIFF and the other AGGRIEVED EMPLOYEES have suffered and will continue  
25 to suffer an economic injury in amounts which are presently unknown to them, and which will be  
26 ascertained according to proof at trial.

27          100.   DEFENDANTS knew or should have known that PLAINTIFF and other  
28 AGGRIEVED EMPLOYEES were under-compensated for time worked. DEFENDANTS

1 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay  
2 employees for their labor as a matter of uniform corporate policy, practice and procedure, and  
3 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other  
4 AGGRIEVED EMPLOYEES the correct wages for time worked and missed meal and rest period  
5 premiums.

6 101. In performing the acts and practices herein alleged in violation of California labor  
7 laws, and refusing to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all  
8 time worked and provide them with the requisite compensation, DEFENDANTS acted and  
9 continue to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other  
10 AGGRIEVED EMPLOYEES with a conscious and utter disregard for their legal rights, or the  
11 consequences to them, and with the despicable intent of depriving them their property and legal  
12 rights, and otherwise causing them injury in order to increase company profits at the expense of  
13 these employees.

14 102. PLAINTIFF and the other AGGRIEVED EMPLOYEES, therefore, requests  
15 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the  
16 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the  
17 California Labor Code and/or other applicable statutes.

18 **THIRD CAUSE OF ACTION**

19 For Failure to Reimburse Business Expenses  
20 (Cal. Lab. Code § 2802)  
(Against All DEFENDANTS)

21 103. PLAINTIFF and AGGRIEVED EMPLOYEES incorporate by reference and  
22 reallege as if fully stated herein each and every allegation set forth above.

23 104. Pursuant to California Labor Code section 2802, DEFENDANTS are required to  
24 indemnify PLAINTIFF and other AGGRIEVED EMPLOYEES for the expenses and losses  
25 incurred during the performance of her job duties. The purpose of this statute is to prevent  
26 employers from passing their operating expenses on to their employees.

27 105. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse  
28 PLAINTIFF and other AGGRIEVED EMPLOYEES for necessary business expenditures,

1 specifically for personal protective equipment and use of personal cell phone.

2 106. DEFENDANTS sought to pad their own pockets at the expense of their employees,  
3 and instead of compensating their employees for the necessary business costs, the employer passed  
4 on its costs to its employees.

5 107. DEFENDANTS intentionally failed to reimburse PLAINTIFF and other  
6 AGGRIEVED EMPLOYEES for the actual expenses incurred and thereby increased its own profits  
7 to the detriment of its employees.

8 108. PLAINTIFF and other AGGRIEVED EMPLOYEES seek to recover these business  
9 expenditures, plus interest thereon, reasonable attorneys' fees, and costs, in an amount to be proven  
10 at trial.

11 109. Interest accrues from the date the employee incurred the necessary expenditure or  
12 loss.

13 **FOURTH CAUSE OF ACTION**

14 For Failure to Pay Wages When Due

15 Cal. Lab. Code §§ 201, 202, 203

16 (Against All DEFENDANTS)

17 110. PLAINTIFF and AGGRIEVED EMPLOYEES incorporate by reference and  
18 reallege as if fully stated herein each and every allegation set forth above.

19 111. If an employer willfully fails to pay, without abatement or reduction, in accordance  
20 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages  
21 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or  
22 until an action therefor is commenced; but the wages shall not continue for more than 30 days.  
(Cal. Lab. Code § 203).

23 112. To date, DEFENDANTS, have yet to pay PLAINTIFF and other AGGRIEVED  
24 EMPLOYEES all of the wages and all premiums due for off-the-clock work, correct overtime  
25 wages, missed meal breaks and missed rest breaks and DEFENDANTS have failed to pay any  
26 penalty wages owed under California Labor Code section 203.

27 113. Additionally, the employment of PLAINTIFF and many AGGRIEVED  
28 EMPLOYEES terminated, and DEFENDANTS have not tendered payment of wages to these

1 employees who were underpaid for minimum wage and/or overtime wage, and/or missed meal  
2 and rest breaks, as required by law.

3 114. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and other  
4 AGGRIEVED EMPLOYEES whose employment has terminated, PLAINTIFF demands up to  
5 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all  
6 employees who terminated employment during the PAGA PERIOD and demand an accounting  
7 and payment of all wages due, plus interest and statutory costs as allowed by law.

8 **FIFTH CAUSE OF ACTION**

9 For Failure to Provide Accurate, Itemized Wage Statements

10 (Cal. Lab. Code § 226, 226.3, 1174.5)

11 (Against All DEFENDANTS)

12 115. PLAINTIFF and AGGRIEVED EMPLOYEES incorporate by reference and  
13 reallege as if fully stated herein each and every allegation set forth above.

14 116. Labor Code section 226 requires defendants to provide employees an accurate  
15 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3)  
16 the number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the  
17 inclusive date of the period for which the employee is paid, (7) the name of the employee and his  
18 or her social security number, (8) the name and address of the legal entity that is the employer, and  
19 (9) all applicable hourly rates in effect and the corresponding number of hours worked

20 117. DEFENDANTS did not accurately record PLAINTIFF and other AGGRIEVED  
21 EMPLOYEES' wages, off-the-clock work, overtime premiums, and missed meal and rest breaks.  
22 DEFENDANTS failed to provide an accurate wage statement in writing that properly and accurately  
23 itemizes all wages and missed meal and rest periods and reporting time wages owed to PLAINTIFF  
24 and other AGGRIEVED EMPLOYEES, thereby also failing to set forth the correct wages earned  
25 by the employees.

26 118. DEFENDANTS knowingly and intentionally failed to comply with Labor Code  
27 section 226(a) on each and every wage statement that they should have provided to PLAINTIFF  
28 and other AGGRIEVED EMPLOYEES.

119. By failing to keep adequate records, as required by Labor Code section 226,

1 DEFENDANTS injured PLAINTIFF and other AGGRIEVED EMPLOYEES, making it difficult  
2 for PLAINTIFF and other AGGRIEVED EMPLOYEES to calculate all wages owed. Those injuries  
3 include unpaid wages, interest, and penalties thereon.

4 120. Additionally, DEFENDANTS failed to provide PLAINTIFF with her requested  
5 personnel file and payroll records within the statutory timeline. PLAINTIFF therefore seeks to  
6 recovery statutory penalties provided by Lab. Code section 226(f).

7 121. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section  
8 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

9 **SIXTH CAUSE OF ACTION**

10 For Failure to Pay Overtime Compensation

11 (Cal. Lab. Code §§ 558, 510, 1194, 1198)

12 (PLAINTIFFS Against All DEFENDANTS)

13 122. PLAINTIFF and AGGRIEVED EMPLOYEES incorporate by reference and  
14 reallege as if fully stated herein each and every allegation set forth above.

15 123. PLAINTIFF and other AGGRIEVED EMPLOYEES bring a claim for  
16 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial  
17 Welfare Commission requirements for DEFENDANTS' failure to pay PLAINTIFF and other  
18 AGGRIEVED EMPLOYEES for all overtime worked, including, work performed in excess of eight  
19 (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any  
20 workweek.

21 124. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public  
22 policy, an employer must timely pay its employees for all hours worked.

23 125. Cal. Lab. Code § 510 further provides that employees in California shall not be  
24 employed more than eight (8) hours per workday and more than forty (40) hours per workweek  
25 unless they receive additional compensation beyond their regular wages in amounts specified by  
26 law. Labor Code section 558 provides for a civil penalty to be assessed against any employer or  
27 other person acting on behalf of an employer who fails to compensate employees at the statutory  
28 overtime rate for any work in excess of eight hours in one day or any work in excess of 40 hours in

1 any workweek or who fails to compensate employees at the statutory double time rates for any work  
2 in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day of a  
3 workweek.

4 126. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
5 without limitation, as a result of implementing a uniform policy and practice that failed to accurately  
6 record all hours worked by PLAINTIFF and other AGGRIEVED EMPLOYEES and denied  
7 accurate compensation to PLAINTIFF and the AGGRIEVED EMPLOYEES for overtime worked,  
8 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve  
9 (12) hours in a workday, and/or forty (40) hours in any workweek

10 127. In committing these violations of the California Labor Code, DEFENDANTS  
11 inaccurately recorded and compensated PLAINTIFF and other AGGRIEVED EMPLOYEES for  
12 all time worked and consequently underpaid both regular and overtime wages. DEFENDANTS  
13 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation  
14 of the California Labor Code, the Industrial Welfare Commission requirements and other applicable  
15 laws and regulations.

16 128. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
17 PLAINTIFF and the other AGGRIEVED EMPLOYEES did not receive full compensation for  
18 overtime worked.

19 129. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from  
20 the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and  
21 the other AGGRIEVED EMPLOYEES. Further, PLAINTIFF and the other AGGRIEVED  
22 EMPLOYEES were not subject to a valid collective bargaining agreement that would preclude the  
23 causes of action contained herein this Complaint. Rather, PLAINTIFF bring this Action on behalf  
24 of herself, and AGGRIEVED EMPLOYEES based on DEFENDANTS' violations of non-  
25 negotiable, non-waivable rights provided by the State of California.

26 130. DEFENDANTS paid PLAINTIFF and the AGGRIEVED EMPLOYEES less  
27 overtime than they were entitled to, constituting a failure to pay all earned wages.

28 131. DEFENDANTS failed to accurately pay PLAINTIFF and the other AGGRIEVED

1 EMPLOYEES correct overtime wages for the time they worked which was in excess of the  
2 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even  
3 though PLAINTIFF and the other AGGRIEVED EMPLOYEES were required to work, and did in  
4 fact work from time-to-time, overtime as to which DEFENDANTS failed to accurately pay as  
5 witnessed by employees and as evidenced by paystubs.

6 132. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
7 compensation to PLAINTIFF and the other AGGRIEVED EMPLOYEES for all overtime worked  
8 by these employees, PLAINTIFF and the AGGRIEVED EMPLOYEES have suffered and will  
9 continue to suffer an economic injury in amounts which are presently unknown to them, and which  
10 will be ascertained according to proof.

11 133. DEFENDANTS knew or should have known that PLAINTIFF and other  
12 AGGRIEVED EMPLOYEES were under-compensated for all overtime worked. DEFENDANTS  
13 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay  
14 employees for their labor as a matter of uniform company policy, practice and procedure, and  
15 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and other  
16 AGGRIEVED EMPLOYEES for overtime worked.

17 134. In performing the acts and practices herein alleged in violation of California labor  
18 laws, and refusing to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all  
19 overtime worked and provide them with the requisite overtime compensation, DEFENDANTS  
20 acted and continue to act intentionally, oppressively, and maliciously toward PLAINTIFF and other  
21 AGGRIEVED EMPLOYEES with a conscious and utter disregard for their legal rights, or the  
22 consequences to them, and with the despicable intent of depriving them of their property and legal  
23 rights, and otherwise causing them injury in order to increase company profits at the expense of  
24 these employees.

25 135. PLAINTIFF and the other AGGRIEVED EMPLOYEES therefore request recovery  
26 of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as well  
27 as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the  
28 California Labor Code and/or other applicable statutes. DEFENDANTS' conduct, as alleged herein,

1 was willful, intentional, and not in good faith. Further, PLAINTIFF and other AGGRIEVED  
2 EMPLOYEES are entitled to seek and recover statutory costs.

3 **SEVENTH CAUSE OF ACTION**

4 For Failure to Provide Required Meal Periods

5 (Cal. Lab. Code §§ 226.7& 512)

6 (All PLAINTIFFS Against All DEFENDANTS)

7 136. PLAINTIFF and AGGRIEVED EMPLOYEES incorporate by reference and  
8 reallege as if fully stated herein each and every allegation set forth above.

9 137. DEFENDANTS failed to provide all the legally required off-duty meal breaks to  
10 PLAINTIFF and the other AGGRIEVED EMPLOYEES as required by the applicable Wage Order  
11 and Labor Code. The nature of the work performed by PLAINTIFF and other AGGRIEVED  
12 EMPLOYEES did not prevent these employees from being relieved of their duties for the legally  
13 required off-duty meal periods. As a result of DEFENDANT'S policies, practices and work  
14 requirements, PLAINTIFF and other AGGRIEVED EMPLOYEES were often not fully relieved of  
15 duty by DEFENDANTS for meal periods.

16 138. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited meal  
17 breaks without additional compensation and in accordance with DEFENDANTS' strict policies and  
18 practices.

19 139. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable  
20 IWC Wage Order by failing to compensate PLAINTIFF and AGGRIEVED EMPLOYEES who  
21 were not provided a meal period, in accordance with the applicable Wage Order, one additional  
22 hour of compensation at the regular rate of pay for each workday that a meal period was not  
23 provided.

24 140. As a proximate result of the aforementioned violations, PLAINTIFF and other  
25 AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and seek  
26 all wages earned and due, interest, penalties, expenses and costs of suit.

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141. PLAINTIFF and AGGRIEVED EMPLOYEES incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

143. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at her regular rate of pay for each workday that rest period was not provided. PLAINTIFF and other AGGRIEVED EMPLOYEES were not provided with one-hour wages in lieu thereof.

**NINTH CAUSE OF ACTION**  
For Negligence  
(PLAINTIFF against All DEFENDANTS)

146. DEFENDANTS, as PLAINTIFF'S employer, owed PLAINTIFF a duty to comply with standard of care provided by Title 8 of the California Occupation Safety and Health Standards

1 in the California Code of Regulations §3380 in which employers must provide necessary personal  
2 protective equipment. Specifically, Cal. Code of Reg. §3384 in which employers must provide  
3 necessary hand protection when employees' hands are exposed to hazards such as those from skin  
4 absorption of harmful substances, cuts or lacerations, abrasions, punctures, chemical burns, thermal  
5 burns, radioactive materials, and harmful temperature extremes.

6 147. DEFENDANTS breached their duty and fell below the standard of care by failing to  
7 provide PLAINTIFF with necessary personal protective equipment like gloves while performing  
8 work duties when their hands are exposed to hazards such as those from skin absorption of harmful  
9 substances, cuts or lacerations, abrasions, punctures, chemical burns, thermal burns, radioactive  
10 materials, and harmful temperature extremes. PLAINTIFF uses cleaning solutions provided by  
11 DEFENDANTS to perform her work duties which cause skin irritation, rashes, redness, and peeling  
12 upon skin contact.

13 148. DEFENDANTS conduct and failure to act is a substantial factor in causing  
14 PLAINTIFF's harm.

15 149. As a direct and legal result of said wrongful conduct and/or omissions of  
16 DEFENDANTS, PLAINTIFF has suffered damages including headaches and skin irritation, rashes,  
17 redness, and peeling upon contact.

18 150. As a direct and legal result of said wrongful conduct and/or omissions of  
19 DEFENDANTS, PLAINTIFF has suffered incidental expenses for the cost of medical appointments  
20 and visits in an amount according to proof.

21 151. In doing the wrongful and intentional acts herein, DEFENDANTS acted with  
22 oppression, fraud, and malice and with conscious and willful disregard for the health and general  
23 welfare and rights of PLAINTIFF. Such action was done with malice, oppression and/or fraud and  
24 was and is despicable, shocking, and offensive and entitles PLAINTIFF to an award of punitive  
25 damages against DEFENDANTS in an amount to be proven.

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**TENTH CAUSE OF ACTION**

For Retaliation

(Cal. Lab. Code § 98.6)

(Plaintiff Against All DEFENDANTS)

152. Plaintiff incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

153. Labor Code section 98.6 prohibits an employer from discriminating or retaliating against an employee for raising concerns about workplace violations or for exercising any of the rights provided under the Labor Code or Orders of the Industrial Welfare Commission.

154. PLAINTIFF engaged in a protected activity by filing a claim with the Worker's Compensation Appeals Board in regards to injuries sustained arising from her employment with the DEFENDANT on March 17, 2023. Plaintiff additionally engaged in a protected activity when she filed a Notice with the Labor and Workforce Development Agency in regard to California Labor Code violations and mailed the Notice to the DEFENDANT via certified mail on May 17, 2023.

155. PLAINTIFF suffered an adverse employment action as a result of engaging in a protected activity.

156. After PLAINTIFF filed her claims, DEFENDANTS substantially reduced PLAINTIFF'S hours at work from approximately 40 hours to only 20 hours. Shortly after this, DEFENDANTS further reduced PLAINTIFF'S hours to approximately 5 hours per week as to constructively terminate PLAINTIFF. As a result of DEFENDANTS' actions, PLAINTIFF was forced to find other employment to support herself and her family.

157. PLAINTIFF'S engagement in protected activities were substantial motivating reasons for DEFENDANTS' decision to reduce PLAINTIFF'S hours. Thus, PLAINTIFF'S reduction of hours and constructive termination, were retaliatory and in violation of Cal. Lab. Code § 98.6 because it was connected to, and a consequence of, her actions in raising her rights and engaging in protected activities.

158. As a proximate result of DEFENDANTS' conduct, PLAINTIFF has suffered actual, consequential, and incidental financial losses, including without limitation, loss of salary and benefits, the intangible loss of employment-related opportunities with DEFENDANTS, and damage

1 to his reputation in a small work community, all in an amount subject to proof. PLAINTIFF claims  
2 such amounts as damages together with civil penalties pursuant to Cal. Lab. Code § 98.6(b)(3).

3 159. The acts taken toward PLAINTIFF were carried out by and/or ratified by  
4 DEFENDANTS and/or managing agent employees of DEFENDANTS acting in a despicable,  
5 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to injure  
6 and damage PLAINTIFF, thereby justifying an award to him of punitive damages in a sum  
7 appropriate to punish DEFENDANTS.

8 **ELEVENTH CAUSE OF ACTION**

9 For Wrongful Constructive Termination in Violation of Public Policy  
10 (PLAINTIFF against All DEFENDANTS)

11 160. PLAINTIFF incorporates by reference and realleges as if fully stated herein each  
12 and every allegation set forth above.

13 161. By the conduct herein alleged, DEFENDANTS created such intolerable working  
14 conditions against PLAINTIFF and ultimately constructively terminated her employment.

15 162. DEFENDANTS subjected PLAINTIFF to working conditions in violation of public  
16 policies, including *inter alia* California Labor Code § 226.7 and when PLAINTIFF lawfully  
17 reported such activity, DEFENDANTS substantially reduced PLAINTIFF'S hours.

18 163. DEFENDANTS continued to reduce PLAINTIFF'S hours as a result of her  
19 engagement in protected activities. DEFENDANTS reduced PLAINTIFF'S hours to constructively  
20 terminate PLAINTIFF'S employment with DEFENDANTS.

21 164. DEFENDANTS intentionally created and/or knowingly permitted these working  
22 conditions.

23 165. PLAINTIFF did in fact resign as a result of the working conditions described herein.

24 166. As a proximate result of defendants' wrongful termination of PLAINTIFF'S  
25 employment in violation of fundamental public policies, PLAINTIFF has suffered and continues to  
26 suffer economic and non-economic compensatory damages for which DEFENDANTS are liable  
27 including but not limited to wages, benefits, or other privileges and conditions of employment in an  
28 amount to be proven at trial.

167. As a result of DEFENDANTS' wrongful termination of his employment, PLAINTIFF has suffered general and special damages in sums according to proof.

168. DEFENDANTS' wrongful termination of PLAINTIFF'S employment was done intentionally, in a malicious, fraudulent, oppressive, fraudulent manner, entitling plaintiff to punitive damages.

**TWELVTH CAUSE OF ACTION**

## For Recovery of Civil Penalties Under the Private Attorney General Act

(Cal. Lab. Code §§ 2698 et seq.)

(Against All DEFENDANTS)

169. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

170. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

171. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this Representative Action on behalf of the State of California with respect to herself and all employees who worked for Defendant in California during the time period of April 20, 2022 until the present (the "AGGRIEVED EMPLOYEES").

172. On May 11, 2023 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development Agency (the "Agency") and the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. The statutory waiting

1 period for PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant  
2 to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA  
3 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED  
4 EMPLOYEES as herein defined.

5 173. The policies, acts and practices heretofore described were and are an unlawful  
6 business act or practice because DEFENDANTS (a) failed to pay AGGRIEVED EMPLOYEES  
7 minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES legally  
8 required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES for all time worked,  
9 and (d) failed to timely pay wages, all in violation of the applicable Labor Code sections listed in  
10 Labor Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210,  
11 218.5, 218.6, 221, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198,  
12 1198.5, 1199, 2802, and the applicable Industrial Wage Order(s), and thereby gives rise to statutory  
13 penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as  
14 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the  
15 State of California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED  
16 EMPLOYEES.

17 **DEMAND FOR RELIEF**

18 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and  
19 severally, as follows:

20 1. On behalf of the PLAINTIFF:

- 21 A. An order temporarily, preliminarily and permanently enjoining and restraining  
22 DEFENDANT from engaging in similar unlawful conduct as set forth herein;  
23 B. An order requiring DEFENDANTS to pay all overtime wages and all sums unlawfully  
24 withheld from compensation due to PLAINTIFF;  
25 C. Compensatory damages, according to proof, including compensatory damages for  
26 overtime compensation, due to PLAINTIFF, plus interest thereon at the statutory rate;  
27 D. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for  
28 restitution of the sums incidental to DEFENDANTS' violations due to PLAINTIFF and

- 1 the other AGGRIEVED EMPLOYEES;
- 2 E. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
- 3 applicable IWC Wage Order;
- 4 F. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
- 5 a violation occurs and one hundred dollars (\$100) per each AGGRIEVED EMPLOYEE
- 6 for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
- 7 thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;
- 8 G. The wages of all terminated employees as a penalty from the due date thereof at the
- 9 same rate until paid or until an action therefore is commenced, in accordance with Cal.
- 10 Lab. Code § 203;
- 11 H. The amount of the expenses PLAINTIFF and other AGGRIEVED EMPLOYEES
- 12 incurred in the course of their job duties, plus interest, and costs of suit;
- 13 I. Punitive damages in an amount to punish DEFENDANTS; and
- 14 J. Liquidated damages available under Cal. Lab. Code § 1194.2.
- 15 K. Statutory penalties available under Lab. Code section 226(f).

16 On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

- 17 A. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General
- 18 Act of 2004;

19 On all claims:

- 20 A. An award of interest, including prejudgment interest at the legal rate;
- 21 B. Such other and further relief as the Court deems just and equitable; and
- 22 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.
- 23

24 DATED: November 1, 2023

**EMRAN LAW**

*Harris Emran*

Harris Emran  
Attorney for PLAINTIFF and other  
AGGRIEVED EMPLOYEES

**DEMAND FOR A JURY TRIAL**

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: November 1, 2023

**EMRAN LAW**

*Harris Emran*

Harris Emran  
Attorney for PLAINTIFF and other  
AGGRIEVED EMPLOYEES