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Attorneys for **PLAINTIFF SILVIA ARREDONDO**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SILVIA ARREDONDO

Plaintiff,

v.

LA MAGIE, INC.;

JAY SHIH, an individual;

CLAIRE CHANG, an individual;

and DOES 1 THROUGH 100, inclusive,

Defendants.

) Case No.: **23STCV07385**

) **COMPLAINT FOR DAMAGES:**

) **(1) FAILURE TO PROVIDE MEAL**
) **AND REST PERIODS, VIOLATION**
) **OF CAL. LABOR CODE §§ 226.7,**
) **512 & IWC WAGE ORDER NO. 4;**

) **(2) FAILURE TO PAY WAGES IN**
) **VIOLATION OF CAL. LABOR**
) **CODE §§ 200 ET SEQ.;**

) **(3) FAILURE TO PAY OVERTIME**
) **WAGES, VIOLATION OF CAL.**
) **LABOR CODE § 510 & IWC WAGE**
) **ORDER NO. 4;**

) **(4) FAILURE TO FURNISH**
) **COMPLIANT WAGE**
) **STATEMENTS AND MAINTAIN**
) **ACCURATE PAY RECORDS,**
) **VIOLATION OF CAL. LABOR**
) **CODE §§ 226, 1174(D), AND 1198;**

) **(5) WAITING TIME PENALTIES, CAL**
) **LABOR CODE § 203;**

) **(6) UNFAIR BUSINESS PRACTICES,**
) **VIOLATION OF CAL. BUS. &**
) **PROF. CODE §§ 17200 ET SEQ.;**

- 1) (7) RETALIATION IN VIOLATION OF
2) CAL. LABOR CODE §§ 98.6 AND
3) 1102.5;
4)
5) (8) WRONGFUL TERMINATION AND
6) RETALIATION IN VIOLATION OF
7) PUBLIC POLICY; AND
8)
9) (9) CIVIL PENALTIES UNDER PAGA,
10) VIOLATION OF CAL. LABOR
11) CODE §§ 2698, 2699, AND PAGA
12)
13)
14)
15) JURY TRIAL DEMANDED
16)
17)
18)

19 COMES NOW PLAINTIFF SILVIA ARREDONDO (hereinafter referred to as
20 “Arredondo” or “Plaintiff”) and complains against the above-named Defendants and for causes
21 of action against the Defendants, and each of them, as follows:

22 I.

23 FIRST CAUSE OF ACTION

24 Failure to Provide Meal and Rest Periods

25 [California Labor Code § 226.7, 512 and Wage Order No. 4]

26 Against All Defendants & DOES 1 Through 100, Only

- 27 1. At all times mentioned herein, Plaintiff was, and now is, an individual domiciled in the
28 County of Los Angeles, State of California.
- 29 2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,
30 Defendant LA MAGIE, INC., (hereinafter “LA MAGIE,” or “Employer Defendant”) was, and
31 now is, a valid corporation organized and existing under the laws of the State of California,
32 having their principal places of business in Los Angeles, State of California.
- 33 3. At all times mentioned herein, Defendant JAY SHIH (hereinafter “SHIH”) was, and now
34 is, an individual domiciled in the County of Los Angeles, State of California, and was a
35 Manager, Officer, Shareholder, Director, Supervisor, Manager, Managing Agent, Owner,
36 Principal, and/or Employee of Defendants and DOES 1 through 100, and each of them.

1 4. At all times mentioned herein, Defendant CLAIRE CHANG (hereinafter “CHANG” and
2 collectively with Employer Defendant and SHIH as “Defendants”) was, and now is, an
3 individual domiciled in the County of Los Angeles, State of California, and was a Manager,
4 Officer, Shareholder, Director, Supervisor, Manager, Managing Agent, Owner, Principal, and/or
5 Employee of Defendants and DOES 1 through 100, and each of them.

6 5. Plaintiff is ignorant of the true names and capacities, whether corporate, associate,
7 individual, or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and
8 therefore sues said Defendants by such fictitious names. Plaintiff will seek leave of Court to
9 amend this Complaint to assert the true names and capacities of the fictitiously named
10 Defendants when the same have been ascertained. Plaintiff is informed and believes, and thereon
11 alleges, that each Defendant designated as “DOES” herein is legally responsible for the events,
12 happenings, acts, occurrences, indebtedness, damages and liabilities hereinafter alleged and
13 caused injuries and damages proximately thereby to the Plaintiff, as hereinafter alleged.

14 6. Plaintiff is informed, believes, and herein alleges that at all times relevant herein, a unity
15 of interest and ownership existed between Defendants and DOES 1 through 100, such that
16 individuality and separateness between these entities had ceased and that they were actually the
17 alter ego of one another.

18 7. Plaintiff is informed, believes, and herein also alleges that at all times relevant herein,
19 Defendants and DOES 1 through 100, were used merely as shells, instrumentalities, and/or
20 conduits of one another and by which the others were doing business.

21 8. Plaintiff is further informed and herein alleges that despite the formation of purported
22 corporate existence, Defendants and DOES 1 through 100, are in reality, one and the same thing.

23 9. Plaintiff is informed and believes, and herein further alleges, that the business affairs of
24 Defendants and DOES 1 through 100, are, and at all times relevant hereto, were, so mixed and
25 intermingled that the same cannot reasonable be segregated, and the same are in inextricable
26 confusion.

27 10. Accordingly, Defendants and DOES 1 through 100, constitute the alter egos for each
28 other and the fiction of their separate existence must be disregarded in the interest of justice.

11. At all times relevant herein, Plaintiff performed services for each and all of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

12. Plaintiff is informed and believes and thereon alleges that each of the Defendants named herein and DOES, has at all times relevant to this action, been the officer, agent, employee and/or representative of the remaining Defendants and has acted within the course and scope of such agency and employment, and with the permission and consent of the co-defendants.

13. Plaintiff began working at La Magie as an Assistant Hair Stylist around November 16, 2021 until her wrongful termination on or about January 29, 2023.

14. Throughout Plaintiff's employment, Defendants failed to provide Plaintiff with all of her timely mandatory meal and rest periods as required by California law.

15. At all times herein relevant, the public policy of the State of California, as codified, expressed and mandated by Industrial Welfare Commission ("IWC") Wage Order No. 4, Section 11(A) also declares unless the employee is relieved of all duty during his/her thirty minute meal period, the meal period shall be considered an "on duty" meal period and counted as hours worked, which must be compensated at the employee's regular rate of pay. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the employer and employee an on-the-job paid meal period is agreed to.

16. At all times herein relevant, the public policy of the State of California, as codified, expressed and mandated by IWC Wage Order No. 4, Section 12(a) requires that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten minutes net rest time per four hours or major fraction thereof. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

17. At all times herein relevant, the public policy of the State of California, as codified, expressed and mandated by Labor Code § 226.7(a) declares that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC.

18. Section § 226.7(b), IWC Wage Order No. 4 §§ 11(B), 12(B) declare that if an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the IWC, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

19. As such, Plaintiff is entitled to one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period was not provided.

20. As a result of the acts of Defendants and DOES 1 through 100, and each of them, Plaintiff is also entitled to compensation for each meal period where Plaintiff was "on duty."

21. Plaintiff is also entitled to any and all relief as provided for by Cal. Labor Code § 203.

22. As a result of the retaliatory acts of Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. Code of Civil Procedure § 1021.5. Plaintiff's action enforces important rights affecting the public interest by bringing forth this lawsuit to ensure Defendants, as an employer, offers its employees meal and rest periods, thereby conferring a significant benefit on the general public's health and well-being as a result. The necessity and financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

23. The acts of Defendants and DOES 1 through 100, were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Defendants and DOES 1 through 100, and with the express knowledge, consent, and ratification of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code §§ 3294(a) and (b).

24. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an employer, who violates, or causes to be violated, Labor Code § 226.7, may be held liable as the employer for such violation. The term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and in this case, including Defendant Shih and Defendant Chang.

25. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

II.

SECOND CAUSE OF ACTION

For Failure to Pay Wages

[California Labor Code §§ 200 et seq.]

Against All Defendants & DOES 1 Through 100, Only

26. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

27. Plaintiff began working at La Magie as an Assistant Hair Stylist around November 16, 2021 until her wrongful termination on or about January 29, 2023.

28. Defendants failed to provide Plaintiff with her earned wages within the statutorily prescribed time period required for employers to do so after terminating an employee.

29. To date, Defendants have not paid Plaintiff all of her earned by unpaid wages, including meal and rest period violation wages as well as overtime wages.

30. At all times herein mentioned, the public policy of the State of California, as codified, expressed, and mandated in California Labor Code § 201 declares that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

31. Plaintiff is also entitled to attorney’s fees and costs pursuant to Cal. Labor Code § 218.5, which declares that in any action brought for the nonpayment of wages, the Court shall award reasonable attorneys’ fees and costs to the prevailing party if any party to the action requests attorneys’ fees and costs upon the initiation of the action.

32. As a result of the acts of Employer Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided by Cal. Code of Civil Procedure § 1021.5. Plaintiff's action enforces important rights affecting the public interest by bringing forth this lawsuit to ensure Employer Defendants as an employer, compensates its employees with the full and correct amount of earned wages, accrued vacation pay, and reimbursement for work-related expenses immediately upon termination, thereby conferring a significant benefit on the general public. The necessity and financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

33. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

III.

THIRD CAUSE OF ACTION

For Failure to Pay Overtime Wages

[California Labor Code § 510 and IWC Wage Order No. 4]

Against All Defendants & DOES 1 Through 100, Only

34. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

35. Plaintiff began working at La Magie as an Assistant Hair Stylist around November 16, 2021 until her wrongful termination on or about January 29, 2023.

36. Throughout her employment, Plaintiff was routinely ordered by Employer Defendants to work in excess of eight (8) hours per day, in excess of forty (40) hours per week, and/or in excess of five (5) days in any workweek.

37. However, despite Plaintiff routinely working overtime and thus being entitled to overtime pay, Employer Defendants intentionally failed to compensate Plaintiff the true and/or full amount of overtime pay.

38. At all times relevant herein, Cal. Labor Code § 510 et seq. and IWC Wage Order No. 4, § 3(A) generally declare eight (8) hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the

1 first eight hours worked on the seventh day of work in any one workweek shall be compensated
2 at the rate of no less than one and one-half times the regular rate of pay for an employee.

3 39. As a result of Defendants Employer Defendants failure to compensate the true and/or full
4 and/or correct amount of her overtime pay, Plaintiff is entitled to recover in a civil action the
5 unpaid balance of the overtime compensation, including interest, reasonable attorney's fees, and
6 costs of suit pursuant to California Labor Code § 1194, which declares:

7 Notwithstanding any agreement to work for a lesser wage, any employee
8 receiving less than the legal minimum wage or the legal overtime compensation
9 applicable to the employee is entitled to recover in a civil action the unpaid
10 balance of the full amount of this minimum wage or overtime compensation,
including interest, reasonable attorney's fees, and costs of suit.

11 40. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

12 **IV.**

13 **FOURTH CAUSE OF ACTION**

14 **For Failure to Furnish Complaint Wage Statements and Maintain Accurate Pay Records**

15 **[California Labor Code § 226, 1174 (D), and 1198]**

16 **Against All Defendants & DOES 1 Through 100, Only**

17 41. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
18 Complaint as though duly set forth in full herein.

19 42. Plaintiff began working at La Magie as an Assistant Hair Stylist around November 16,
20 2021 until her wrongful termination on or about January 29, 2023.

21 43. Pursuant to Cal. Labor Code §§ 226 and 1174, employers have a duty to provide their
22 non-exempt employees with accurate itemized statements showing total hours worked, hourly
23 wages, gross wages, total deductions net wages earned and name of the employer. An employer
24 who violates these Code sections is liable to its employees for the greater of actual damages
25 suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a
26 violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory
27 maximum of \$4,000.00.

1 44. Defendants willfully and intentionally failed to provide Plaintiff with accurate, itemized
2 statements, to show on such itemized statements to Plaintiff in that it required or suffered her to
3 work and failed to pay compensation for her work performed during for the specified pay period.
4 Defendants willfully and intentionally failed to show the sick pay, gross pay, deductions, and net
5 pay to Plaintiff, and all applicable pay earnings for Plaintiff for each specified pay period.

6 45. Pursuant to Cal. Labor Code § 558.1, any employer or other person acting on behalf of an
7 employer, who violates, or causes to be violated, Labor Code § 226, may be held liable as the
8 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited
9 to a natural person who is an owner, director, officer, or managing agent of the employer, and in
10 this case, including Defendant Shih and Defendant Chang.

11 46. At all relevant times, Employer Defendants have knowingly and intentionally provided
12 Plaintiff with uniform, incomplete, and inaccurate wage statements.

13 47. Because Employer Defendants failed to document and deducted time worked from
14 Plaintiff’s wage statements and employment records for meal periods they did not actually
15 receive, Employer Defendants unlawfully deducted wages earned and meal period premiums that
16 should have been paid. Thus, Employer Defendants did not furnish wage statements to Plaintiff
17 containing: the correct amount of gross wages earned in violation of Cal. Labor Code
18 § 226(a)(1), the accurate total hours worked in violation of Cal. Labor Code § 226(a)(2), correct
19 amount of net wages earned in violation of Cal. Labor Code § 226(a)(5), or accurate number of
20 hours worked at each corresponding hourly rate in violation of Cal. Labor Code § 226(a)(9).

21 48. To the extent that Employer Defendants paid any meal break premium and/or rest break
22 premium payments, Employer Defendants failed to identify such payments on Plaintiff’s wage
23 statements and employment records, and Employer Defendants otherwise failed to provide
24 information on the wage statements sufficient to identify how many premium payments were
25 paid during each pay period, the specific dates worked giving rise to the premium payments
26 owed, or to determine whether such premium payments adequately and/or accurately
27 compensated Plaintiff for any and all premiums owed.
28

49. California Labor Code § 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. California Labor Code § 1198 further provides that “the employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. At all relevant times, Employer Defendants failed, on a company-wide basis, to keep records of meal period start and stop times for Plaintiff in violation of Cal. Labor Code § 1198.

50. California Labor Code §1174(d) provides that “every person employing labor in this state shall... keep a record showing the names and addresses of all employees employed and the ages of all minors” and “keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” At all relevant times, and in violation of Cal. Labor Code § 1174(d), Employer Defendants willfully failed to maintain accurate payroll records for Plaintiff showing the daily hours she worked and the wages paid thereto as a result of unlawfully classifying Plaintiff as an independent contractor.

51. Plaintiff is entitled to recover from Employer Defendants the greater of her actual damages caused by Defendants’ failure to comply with Cal. Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars \$4,000 per employee, in addition to attorneys’ fees and costs.

52. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

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V.

FIFTH CAUSE OF ACTION

For Waiting Time Penalties

[California Labor Code § 203]

Against All Defendants & DOES 1 Through 100, Inclusive

53. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

54. Defendants willfully failed to pay Plaintiff all wages due as set forth above and owe her wages in an amount to be ascertained at trial. Defendants' failure to pay the full amount due to Plaintiff on termination of her employment violates the provisions of Cal. Labor Code §§ 200, 201, 206, and 216.

55. Defendants violated or caused to be violated this section of the California Labor Code.

56. Pursuant to the Cal. Labor Code §§ 200 et seq., it is a violation of law for an employer to fail to pay wages, immediately upon termination of an employee by the employer or within seventy-two hours of the employee's quitting her employment and/or to forfeit an employee's wages to the employer. Pursuant to Cal. Labor Code § 216, it is a misdemeanor for an employer to keep the wages and not pay it to the employee either immediately or within seventy-two hours of the employee's termination, depending on whether the employee was discharged or quit, as after that time the pay becomes the property of the employee as a matter of law.

57. By willfully failing to pay Plaintiff unpaid overtime to which Plaintiff was entitled to, as set forth above, in a timely manner as required by Cal. Labor Code § 201 and § 202, Defendants are liable to Plaintiff for penalties pursuant to Cal. Labor Code § 203, in an amount equal to 30 days of Plaintiff's per diem wage rate in an amount according to proof.

58. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an employer, who violates, or causes to be violated, Labor Code § 203, may be held liable as the employer for such violation. The term 'other person acting on behalf of an employer' is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and in this case, including Defendant Shih and Defendant Chang.

59. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

VI.

SIXTH CAUSE OF ACTION

For Unfair Business Practices

[California Business & Professions Code §§ 17200 et seq.]

Against Employer Defendant & DOES 1 Through 100, Only

60. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

61. Plaintiff began working at La Magie as an Assistant Hair Stylist around November 16, 2021 until her wrongful termination on or about January 29, 2023.

62. Defendants engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business practices through the following, among others:

a) Defendants failed to lawfully provide overtime wages to Plaintiff, in violation of California Labor Code § 510.

b) Defendants failed to lawfully pay Plaintiff wages owed for all hours worked in violation of California Labor Code §1182.12 and California Labor Code §201

c) Defendants failed to lawfully provide meal and rest periods to Plaintiff, in violation of California Labor Code § 226.7.

d) Defendants failed to lawfully provide meal and rest periods to Plaintiff, in violation of California Labor Code § 512.

e) Defendants failed to lawfully provide meal and rest periods to Plaintiff, in violation of California Labor Code § IWC Wage Order No. 4.

63. Through the aforementioned acts, Defendant's engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business practices in direct violation of Cal. Bus. & Prof. Code § 17200, which prohibits conducting such business.

64. Defendant's willful and/or reckless conduct constituted unfair business practices and acts because the harm to the general public outweighed any utility that its conduct may have produced.

65. As a direct result of the conduct, act and omissions of Defendant's and DOES 1 through 100, and each of them, Plaintiff has been harmed and damaged in an amount to be shown at the time of trial, together with prejudgment interest thereon from the time owed until paid, all within an amount within the jurisdictional limits of this Court.

66. Plaintiff is also entitled to all penalties provided by Cal. Bus. & Prof. Code § 17206.

67. Additionally, Cal. Bus. & Prof. Code § 17205 declares, unless otherwise expressly provided, the remedies or penalties provided by this chapter are cumulative to each other and to the remedies or penalties available under all other laws of this state.

68. As a result of the retaliatory acts of Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. Code of Civil Procedure § 1021.5. Plaintiff's action enforces important rights affecting the public interest by bringing forth this lawsuit to ensure Defendants, as an employer, does not engage in unfair business practices, thereby conferring a significant benefit on the general public's health and well-being as a result. The necessity and financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

69. The acts of Defendants and DOES 1 through 100, were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Defendants and DOES 1 through 100, and with the express knowledge, consent, and ratification of managerial agents and employees of Defendants and DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code §§ 3294(a) and (b).

70. Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants' unlawful conduct.

71. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

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VII.

SEVENTH CAUSE OF ACTION

For Retaliation in Violation of Labor Code §98.6 and §1102.5

Against All Defendants & DOES 1 Through 100, Only

72. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

73. Plaintiff began working at La Magie as an Assistant Hair Stylist around November 16, 2021 until her wrongful termination on or about January 29, 2023.

74. Labor Code section 98.6 provides, "No person shall discharge an employee or in any manner discriminate against any employee or applicant for employment because the employee or applicant engaged in conduct delineated in this chapter.... Including the conduct described in... Chapter 5 (commencing with Section 1101) ...".

75. Labor Code section 1102.5(c) states, (c) "[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Labor Code section 1102.5(d) states, (d) "[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment."

76. Furthermore, under Labor Code section 1102.5 (b), "[a] n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance

1 with a local, state, or federal rule or regulation, regardless of whether disclosing the information
2 is part of the employee's job duties.”

3 77. Labor Code section 1102.5(b) embodies an important public policy against anti-
4 whistleblower policies and retaliatory conduct.

5 78. Here, Plaintiff was informed and believes and thereon alleges, that Defendants were
6 violating Federal, State, and local ordinances in carrying out its business.

7 79. Throughout Plaintiff’s employment with Defendants, Plaintiff complained to her
8 supervisors regarding Defendants’ numerous unlawful actions, which included among others:

9 a) Defendants failed to lawfully provide overtime wages to Plaintiff, in violation of
10 California Labor Code § 510.

11 b) Defendants failed to lawfully pay Plaintiff wages owed for all hours worked in
12 violation of California Labor Code §1182.12 and California Labor Code §201

13 c) Defendants failed to lawfully provide meal and rest periods to Plaintiff, in
14 violation of California Labor Code § 226.7.

15 d) Defendants failed to lawfully provide meal and rest periods to Plaintiff, in
16 violation of California Labor Code § 512.

17 e) Defendants failed to lawfully provide meal and rest periods to Plaintiff, in
18 violation of California Labor Code § IWC Wage Order No. 4.

19 80. On or around January 27, 2023, Plaintiff texted Defendant Shih informing him that
20 Plaintiff had not taken a lunch the previous two days. In response, Defendant Shih questioned
21 Plaintiff motives in a series of back-to-back text messages, which included, amongst others:

22 a) “What do you mean?”

23 b) “Yesterday or today we were so slow. You were doing your own hair today. Why
24 didn’t take lunch? I dont understand”

25 c) “What are you doing?”

26 d) “We are going to talk about it tomorrow”

27 e) “No. I don’t like you making your own rules”
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1 81. Plaintiff, confused by Defendant Shih's messages, replied, "I didn't mean to upset you I
2 apologize. I was just confused because I didn't properly sit down to take a lunch... You can
3 mark that I took one for both days I don't mind I was just confused." In response, Defendant
4 Shih threatened Plaintiff in additional back-to-back text messages:

5 a) "You didn't properly sit down to take a lunch?"

6 b) "You should get ready to quit your job and go sue me"

7 c) "You gatta be kidding me"

8 82. The very next day, on or around January 28, 2023, Defendant Shih accused Plaintiff of
9 "complaining" and "committing time fraud." Defendant Shih further told Plaintiff that, "there
10 will be consequences!"

11 83. Indeed, the next day, Defendants wrongfully terminated Plaintiff's employment, in direct
12 retaliation for the aforementioned complaints.

13 84. Instead of taking remedial measures, Defendants continued their practice of violating the
14 aforementioned laws.

15 85. In terminating Plaintiff, Defendants violated Labor Code sections 98.6 and 1102.5.

16 86. At all times relevant herein, Defendants, and each of them, knew, or reasonably should
17 have known, that its conduct, acts, and failures to act of all other Defendants and/or supervisors,
18 agents and employees as described hereinabove violated Plaintiff's rights under the law.

19 87. As a direct and proximate result of each Defendant's willful, knowing, and intentional
20 discrimination as previously described, Plaintiff was subjected to an adverse employment action
21 and sustained substantial losses in earnings and other employment benefits.

22 88. As a direct and proximate result of the actions and conduct of Defendants, and each of
23 them, Plaintiff has suffered non-economic damages in an amount according to proof.

24 89. At all times relevant times herein, Defendants, and each of them, knew, or reasonably
25 should have known, that the incidents, conduct, acts, and failures to act described hereinabove,
26 would and did directly and proximately result in emotional distress to Plaintiff, including, but not
27 limited to, loss of sleep, anxiety, tension, depression, humiliation and loss of confidence.
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90. The acts and conduct of defendants, and each of them, constituted “malice,” “oppression” and/or “fraud” (as those terms are defined in Civil Code § 3294(c)), in that it was intended by Defendants, and each of them, to cause injury to Plaintiff or was despicable conduct which was carried on by the Defendants, and each of them, with a willful and conscious disregard of the rights of Plaintiff. Furthermore, the act and conduct of corporate Defendants are guilty of oppression, fraud or malice through the authorization, ratification, for direct participation, in the aforementioned conduct against Plaintiff by its officer, director or managing agent, Defendant Shih and Defendant Chang.

91. The acts of Defendants, and each of them, were done fraudulently, maliciously and oppressively and with the advance knowledge, conscious disregard, authorization, or ratification within the meaning of Civil Code §3294 on the part of Defendants’ officers, directors, or managing agents of the corporation. The actions and conduct of Defendants, and each of them, were intended to cause injury to Plaintiff and constituted deceit and concealment of material facts known to Defendants, and each of them, with the intention of the Defendants’ part to deprive Plaintiff of property and legal rights, justifying an award of exemplary and punitive damages in an amount according to proof.

92. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

VIII.

EIGHTH CAUSE OF ACTION

For Wrongful Termination and Retaliation in Violation of Public Policy

Against Employer Defendants & DOES 1 Through 100, Only

93. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

94. Plaintiff began working at La Magie as an Assistant Hair Stylist around November 16, 2021 until her wrongful termination on or about January 29, 2023.

95. On or around January 27, 2023, Plaintiff texted Defendant Shih informing him that Plaintiff had not taken a lunch the previous two days. In response, Defendant Shih questioned Plaintiff motives in a series of back-to-back text messages, which included, amongst others:

1 a) “What do you mean?”

2 b) “Yesterday or today we were so slow. You were doing your own hair today. Why
3 didn’t take lunch? I dont understand”

4 c) “What are you doing?”

5 d) “We are going to talk about it tomorrow”

6 e) “No. I don’t like you making your own rules”

7 96. Plaintiff, confused by Defendant Shih’s messages, replied, “I didn’t mean to upset you I
8 apologize. I was just confused because I didn’t properly sit down to take a lunch... You can
9 mark that I took one for both days I don’t mind I was just confused.” In response, Defendant
10 Shih threatened Plaintiff in additional back-to-back text messages:

11 a) “You didn’t properly sit down to take a lunch?”

12 b) “You should get ready to quit your job and go sue me”

13 c) “You gatta be kidding me”

14 97. The very next day, on or around January 28, 2023, Defendant Shih accused Plaintiff of
15 “complaining” and “committing time fraud.” Defendant Shih further told Plaintiff that, “there
16 will be consequences!”

17 98. Indeed, the next day, Defendants wrongfully terminated Plaintiff’s employment, in direct
18 retaliation for the aforementioned complaints.

19 99. Plaintiff was retaliated against due to Plaintiff’s complaints/protests against the
20 aforementioned violations of law committed by Defendants.

21 100. As such, Plaintiff was retaliated against for reasons that violate a public policy(s).

22 101. At all times relevant herein, Plaintiff was employed by Defendants.

23 102. Accordingly, the actions of Defendants and DOES 1 through 100, in retaliating against
24 Plaintiff on the grounds alleged and described herein were wrongful and do not promote the
25 welfare and well-being of the community at large.

26 103. At all times herein mentioned, the public policy of the State of California, as codified,
27 expressed and mandated by California Labor Code §§ 201 is to pay employees their rightful
28

1 compensation. This public policy of the State of California is designed to protect all employees
2 and to promote the welfare and well-being of the community at large.

3 104. At all times herein mentioned, the public policy of the State of California, as codified,
4 expressed and mandated by California Labor Code §§ 200 et seq. is to pay employees their
5 rightful compensation, immediately upon termination of an employee by the employer or within
6 seventy-two hours of the employee's quitting his employment and/or to forfeit an employee's
7 wages to the employer. This public policy of the State of California is designed to protect all
8 employees and to promote the welfare and well-being of the community at large.

9 105. At all times herein mentioned, the public policy of the State of California, as codified,
10 expressed and mandated by California Labor Code §§ 203 is to timely pay employees their
11 compensation. This public policy of the State of California is designed to protect all employees
12 and to promote the welfare and well-being of the community at large.

13 106. At all times herein relevant, the public policy of the State of California, as codified,
14 expressed and mandated by California Labor Code § 512(a) and IWC Wage Order No. 4, Section
15 11(A) declares that an employer may not employ an employee for a work period of more than
16 five hours per day without providing the employee with a meal period of not less than 30
17 minutes, except that if the total work period per day of the employee is no more than six hours,
18 the period may be waived by mutual consent of both the employer and employee. This public
19 policy of the State of California is designed to protect all employees and to promote the welfare
20 and well-being of the community at large. The policy inures to the benefit of the public and is
21 fundamental and substantial.

22 107. At all times herein mentioned, the public policy of the State of California, as codified,
23 expressed and mandated in California Labor Code § 226.7(b), declares that an employer shall not
24 require an employee to work during a meal or rest or recovery period mandated pursuant to an
25 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
26 Commission, the Occupational Safety and Health Standards Board, or the Division of
27 Occupational Safety and Health. This public policy of the State of California is designed to
28 protect all employees and to promote the welfare and well-being of the community at large. The
policy inures to the benefit of the public and is fundamental and substantial.

1 108. At all times herein mentioned, the public policy of the State of California, as codified,
2 expressed and mandated in California Bus. & Prof. Code §§ 17200 et seq., prohibits employers
3 from engaging in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business
4 practices. This public policy of the State of California is designed to protect all employees and to
5 promote the welfare and well-being of the community at large. The policy inures to the benefit of
6 the public and is fundamental and substantial.

7 109. At all times herein mentioned, the public policy of the State of California, as codified,
8 expressed and mandated by California Labor Code § 1102.5 prohibited discrimination and/or
9 retaliation against employees blowing the whistle about their employers' unlawful activities.
10 This public policy of the State of California is designed to protect all employees and to promote
11 the welfare and well-being of the community at large.

12 110. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
13 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
14 internally and/or externally, and suffered, among other things, emotional distress, including but
15 not limited to shock, pain, discomfort and/or anxiety.

16 111. As a further legal result of the acts and omissions of Defendants, and DOES 1 through
17 100, and each of them, Plaintiff has been forced to incur expenses for medical care, X-rays,
18 and/or laboratory costs during the period of Plaintiff's disability, and is informed and believes,
19 and/or thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of
20 the same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court
21 to show the exact amount of said expenses at the time of trial.

22 112. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
23 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
24 believes, and thereon alleges, that Plaintiff will be partially and/or fully incapacitated and/or
25 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
26 Plaintiff's damages in an amount which is at present unascertained. Plaintiff will pray leave of
27 court to show the total amount of loss of earnings at the time of trial.
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1 113. As a further direct and legal result of the acts and conduct of Defendants, and DOES 1
2 through 100, and each of them, Plaintiff has been caused, and did suffer, and continues to suffer
3 severe and/or permanent emotional and/or mental distress and anguish, humiliation,
4 embarrassment, fright, shock, pain, discomfort and/or anxiety. The exact nature and extent of
5 said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same
6 when they are ascertained.

7 114. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
8 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
9 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
10 managerial agents and employees of Defendants, and with the express knowledge, consent,
11 and/or ratification of managerial agents and employees of Defendants and DOES 1 through 100,
12 thereby justifying the awarding of punitive and exemplary damages in an amount to be
13 determined at the time of trial pursuant to Cal. Civil Code §§ 3294(a) and (b).

14 115. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
15 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal.
16 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
17 medical and related expenses for care and procedures both now and in the future, attorneys' fees,
18 and other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to
19 amend when ascertained.

20 116. As a result of the unlawful acts of Defendants and DOES 1 through 100, and each of
21 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
22 specifically provided in Cal. Code of Civil Procedure § 1021.5. Plaintiff's action enforces
23 important rights affecting the public interest by bringing forth this lawsuit to ensure Defendants
24 refrain from unlawfully and wrongfully terminating their employees, thereby conferring a
25 significant benefit on the general public's health and well-being as a result. The necessity and
26 financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to
27 reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

28 117. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

IX.

NINTH CAUSE OF ACTION

For Civil Penalties Under PAGA

[California Labor Code §§ 2698, 2699; Private Attorneys General Act (“PAGA”)]

Against Employer Defendant & DOES 1 Through 100, Only

118. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

119. Plaintiff is an “aggrieved employee” under the Labor Code Private Attorneys General Act (“PAGA”), as Plaintiff is or was employed by Employer Defendants during the applicable statutory period and suffered one or more of the Cal. Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover, on behalf of Plaintiff and all other aggrieved current and former employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

120. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, Arias v. Superior Court, (2009) 46 Cal. 4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

121. California Labor Code § 2699(a) and (g), as well as Cal. Labor Code §§ 210, 226.3, 558, 1174.5 and 1197.1 authorizes aggrieved employees such as Plaintiff, on behalf of herself and other current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Cal. Labor Code § 2699.3.

122. Plaintiff complied with the procedures for bringing suit specified in Cal. Labor Code § 2699.3. Specifically, on or about March 1, 2023, Plaintiff gave written notice to the California Labor and Workforce Development (“LWDA”) and to Employer Defendants of the specified provisions of the Cal. Labor Code alleged to have been violated and those included below (“PAGA Notice”). Plaintiff is informed and believes that, to date, the LWDA has still not elected to investigate, pursuant to Amaral v. Cintas Corp. No. 2, (2008) 163 Cal.App.4th 1157.

1 123. During the period beginning one (1) year preceding the filing of the Complaint in this
2 Action (the “Civil Penalty Period”), Defendants violated, *inter alia*, Cal. Labor Code §§ 200,
3 201, 203, 204, 226, 226.7, 227.3, 510, 512, 2810.5 and the applicable Wage Order(s), among
4 other things. In connection with the violations of Cal. Labor Code §§ 200, 201, 203, 204, 226,
5 226.7, 227.3, 510, 512, 2810.5, Plaintiff seeks to represent only non-exempt current and former
6 employees of Defendants working in California from one (1) year prior to filing the PAGA
7 Notice with the LWDA through the present. In connection with the violation of Cal. Labor Code
8 §§ 227 et seq., and 2810.5, Plaintiff seeks to represent all current and former employees of
9 Defendants working in California from one (1) year prior to filing the PAGA Notice with the
10 LWDA through the present. Collectively, the employees that Plaintiff plans to represent shall be
11 referred to as “Aggrieved Employees.”

12 124. For at least four (4) years prior to the filing of this action and continuing to the present,
13 Employer Defendants have, at times, failed to pay overtime wages to Plaintiff and Aggrieved
14 Employees, or some of them, in violation of California state wage and hour laws as a result of,
15 without limitation, Plaintiff and Aggrieved Employees working over eight (8) hours per day,
16 forty (40) hours per week, and seven consecutive work days in a work week without being
17 properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40)
18 hours per week in a work week, and/or hours worked on the seventh consecutive work day in a
19 work week by, among other things, failing to, at times, accurately track and/or pay for all hours
20 actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Aggrieved
21 Employees including, without limitation, due to failure to account for skill differential pay.

22 125. For at least four (4) years prior to the filing of this Action and continuing to the present,
23 Defendants have, at times, failed to provide Plaintiff and Aggrieved Employees, or some of
24 them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked
25 more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period
26 for days on which they worked in excess of ten (10) hours in a work day, and failing to, at times,
27 provide compensation for such unprovided meal periods as required by California wage and hour
28

laws due to, without limitation, assigning tasks to employees during what should be an uninterrupted meal period.

126. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiff and Aggrieved Employees, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Cal. Labor Code §§ 201 and 202, including for, without limitation, Defendants' occasional failing to pay overtime wages and premium wages.

127. For at least one (1) year prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to furnish Plaintiff and Aggrieved Employees, or some of them, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Cal. Labor Code § 226(a). As a result thereof, Defendants have occasionally failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

128. Plaintiff, on Plaintiff's own behalf and on behalf of Aggrieved Employees, pursuant to Cal. Bus. & Prof. Code §§ 17200 through 17208, also seeks (an) injunction(s) prohibiting Defendants from further violating the Cal. Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as all monies owed but withheld and retained by Defendants to which Plaintiff and Aggrieved Employees are entitled, as well as restitution of amounts owed.

129. California Labor Code § 204, requires and required that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

130. California Labor Code § 210(a) states that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of

each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

131. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Employer Defendants had and have a consistent policy or practice of failing to pay Plaintiff and during their employment on a timely basis as per Cal. Labor Code § 204.

132. As a direct and proximate result of the herein-described Cal. Labor Code violations, and pursuant to Cal. Labor Code § 210, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Cal. Labor Code § 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Cal. Labor Code § 204.

133. California Labor Code § 226.3 states that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

134. California Labor Code § 226.3 further provides that “[t]he civil penalties provided for in this section are in addition to any other penalty provided by law.”

135. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, had and have a policy or practice of failing to comply with Cal. Labor Code § 226(a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of

hours worked at each hourly rate; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor and other such information as required by Cal. Labor Code § 226(a).

136. As a direct and proximate result of the herein-described Cal. Labor Code violations, and pursuant to Cal. Labor Code § 226.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Cal. Labor Code § 226(a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1000) for each Aggrieved Employee per pay period for each subsequent violation.

137. California Labor Code § 558(a) states: "Any employer or other person acting on behalf of an employer who violates, or causes to be violated... any provision regulating hours and days of work in any of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall be paid to the affected employee."

138. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Employer Defendants, and each of them, violated, or caused to be violated, the Cal. Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during their employment and after their employment separation; and receive accurate, itemized wage statements.

139. As a direct and proximate result of the herein-described Cal. Labor Code violations, and pursuant to Cal. Labor Code § 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Cal. Labor Code violations in the

1 amount fifty dollars (\$50) for each Aggrieved Employee per pay period for the initial violation,
2 and one hundred dollars.

3 140. California Labor Code § 1174(b) states that every person employing labor in California is
4 required to “[a]llow any member of the commission or the employees of the Division of Labor
5 Standards Enforcement free access to the place of business or employment of the person to
6 secure any information or make any investigation that they are authorized by this chapter to
7 ascertain or make. The commission may inspect or make excerpts, relating to the employment of
8 employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

9 141. California Labor Code § 1174(c) has required every person employing labor in California
10 to “[k]eep a record showing the names and addresses of all employees employed and the ages of
11 all minors.”

12 142. California Labor Code § 1174(d) has required every person employing labor in California
13 to “[k]eep, at a central location in the state or at the plants or establishments at which employees
14 are employed, payroll records showing the hours worked daily by and the wages paid to, and the
15 number of piece-rate units earned by and applicable piece rate paid to, employees employed at
16 the respective plants or establishments. These records shall be kept in accordance with rules
17 established for this purpose by the commission, but in any case, shall be kept on file for not less
18 than three years. An employer shall not prohibit an employee from maintaining a personal record
19 of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

20 143. California Labor Code § 1174.5 states that, “[a]ny person employing labor who willfully
21 fails to maintain the records required by subdivision (c) of [Cal. Labor Code] Section 1174 or
22 accurate and complete records required by subdivision (d) of [Cal. Labor Code] Section 1174, or
23 to allow any member of the commission or employees of the division to inspect records pursuant
24 to subdivision (b) of [Cal. Labor Code] Section 1174, shall be subject to a civil penalty of five
25 hundred dollars (\$500).”

26 144. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges,
27 that Defendants, and each of them, have willfully failed to maintain the records required by Cal.
28 Labor Code 1174(c), failed to maintain accurate and complete records required by Cal. Labor

Code 1174(d), and/or failed to allow inspection of records as required by Cal. Labor Code 1174(b).

145. As a direct and proximate result of the herein-described Cal. Labor Code violations, and pursuant to Cal. Labor Code § 1174.5, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Cal. Labor Code violations in the amount of five hundred dollars (\$500) per violation per Aggrieved Employee.

146. California Labor Code § 2699(f), provides that for all provisions of the Cal. Labor Code "except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows:... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation."

147. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated the Cal. Labor Code sections described herein, including, without limitation, for the failure to: pay overtime wages; provide meal and rest periods or compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during employment and after the cessation of the employment relationship; reimburse Aggrieved Employees for costs incurred in furtherance of their work duties as required under Cal. Labor Code § 2802; provide notice as required under Cal. Labor Code § 2810.5; paying employees all owed paid time off and vacation time owed by separation at the proper rate of pay; placing restraints on competition, whistleblowing and freedom of speech; and entitling Plaintiff and other Aggrieved Employees to civil penalties for each of these Cal. Labor Code violations in the amounts set forth in Cal. Labor Code § 2699(f).

148. As a direct and proximate result of the herein-described Cal. Labor Code violations, and pursuant to Cal. Labor Code section 2699(g), among other authorities, Plaintiff and similarly Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of the herein and therein described Cal. Labor Code violations during the Civil Penalty Period in the amount of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial

violation, and two hundred dollars (\$200) for each Aggrieved Employee per pay period for each subsequent violation.

149. Moreover, Plaintiff and Aggrieved Employees are also entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

WHEREFORE, PLAINTIFF SILVIA ARREDONDO prays for judgment against the Defendants, and each of them, as follows:

1. For general damages in an amount within the jurisdictional limits of this Court;
2. For special damages in an amount within the jurisdictional limits of this Court;
3. For medical expenses and related items of expense, according to proof;
4. For loss of earnings, according to proof;
5. For consequential and incidental damages according to proof;
6. For prejudgment interest according to proof;
7. For declaratory relief;
8. For injunctive relief;
9. For damages, penalties and attorneys' fees and costs of suit as provided for by Cal. Gov. Code §§ 12926.1, 12940 and 12965(b);
10. For damages, penalties, cost of suit, and attorney fees against Defendants provided for by Cal. Labor Code §§ 226, 226.7, 432, 510, 512, 558.1, and IWC Wage Order No. 4;
11. For civil penalties and attorneys' fees for each violation of Cal. Labor Code §§ 226.3, 558, 1102.5, 2699;
12. For punitive and exemplary damages as provided for by Cal. Civil Code § 3294;
13. For damages, penalties and costs of suit as provided for by Cal. Civil Code § 3333;
14. For civil penalties as provided for by Cal. Bus. & Prof. Code §§ 17200 and 17206;
15. For damages, penalties and reasonable attorneys' fees and costs of suit against Defendants as provided for by Cal. Code of Civil Procedure § 1021.5, according to proof;

1 16. For such other and further relief as the Court may deem just and proper.
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3 Dated: April 4, 2023

AKHAVAN & ASSOCIATES

4
5 By: 

6 BARDIA AARON AKHAVAN, ESQ.
7 Attorney for PLAINTIFF
8 SILVIA ARREDONDO
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