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ANI GALESTANIAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ANI GALESTANIAN, an individual,
Plaintiff,

v.

NORTH HILLS SOCIETY, LLC, a California
limited liability company; HOVANES
ZHAMAKOCHYAN, an individual; SONA
BARSEGHYAN, an individual; and DOES 1
through 20, inclusive,

Defendants.

Case No. **23STCV25923**

COMPLAINT FOR DAMAGES FOR:

- 1. RETALIATION IN VIOLATION OF LAB. CODE §98.6);**
- 2. RETALIATION IN VIOLATION OF LAB. CODE §§1102.5, 1102.6);**
- 3. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 4. MISCLASSIFICATION OF EMPLOYEE AS "INDEPENDENT CONTRACTOR.";**
- 5. FAILURE TO PAY WAGES IN VIOLATION OF LABOR CODE §§201, 204, 1194;**
- 6. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§1182.12, 1194, 1194.2, 1197;**
- 7. FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF LABOR CODE §§510, 1194;**
- 8. FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES IN VIOLATION OF LABOR CODE §2802;**

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- 9. FAILURE TO PROVIDE MEAL AND REST PERIODS IN VIOLATION OF LABOR CODE §§226.7, 512;
 - 10. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS IN VIOLATION OF LABOR CODE §§226, ET SEQ.;1174
 - 11. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);
 - 12. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ);
 - 13. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.);
 - 14. FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS IN VIOLATION OF LABOR CODE §1198.5;
 - 15. DEFAMATION; AND
 - 16. DEFAMATION PER SE;

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

20 COMES NOW PLAINTIFF, ANI GALESTANIAN, and for causes of action against the
21 Defendants and each of them, alleges as follows:

22
23 **JURISDICTION**

24 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
25 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
26 transact business within Los Angeles County, and because the work that is the subject of this action was
27 performed by Plaintiff in Los Angeles County.
28

THE PARTIES

2. Plaintiff, ANI GALESTANIAN, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant NORTH HILLS SOCIETY, LLC (hereinafter referred to as “NORTH HILLS” or “Employers”) was and is a California corporation doing business at 8660 Woodley Ave. #108, North Hills, CA 91343, in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant HOVANES ZHAMAOCHYAN was and part owner of NORTH HILLS SOCIETY, LLC and at all times relevant has resided in the County of Los Angeles, State of California.

5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant SONA BARSEGHYAN was and part owner of NORTH HILLS SOCIETY, LLC and at all times relevant has resided in the County of Los Angeles, State of California.

6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff’s employers, joint employers and/or special employers within the meaning of Government Code §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court.

7. At all times relevant herein, Employers and DOES 1-20 were Plaintiff’s employers, joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare Commission Order No. 4-2001, and are each an “employer or other person acting on behalf of an employer” as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants were and are individual residents of the County of Los Angeles, State of California, and are hereinafter individually referred to by last name and collectively referred to as the “INDIVIDUAL DEFENDANTS.” The INDIVIDUAL DEFENDANTS were Employers’ managers, corporate agents, supervisors, and/or employees.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore

1 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
2 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
3 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
4 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
5 alleged hereinafter.

6 10. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
7 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
8 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
9 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
10 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
11 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

12 11. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
13 of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANTS, acted
14 in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
15 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so,
16 including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based
17 thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20
18 and the INDIVIDUAL DEFENDANTS, and each of them, formed and executed a conspiracy or common
19 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
20 herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff
21 harm.

22 12. Whenever and wherever reference is made in this complaint to any act or failure to act by
23 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
24 and/or failures to act by each Defendant acting individually, jointly and severally.

1 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

2 13. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
3 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
4 defendants have ceased to exist.

5 14. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
6 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
7 but not limited to because:

8 a. Employers are completely dominated and controlled by one another and DOES 1-
9 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
10 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
11 accomplish some other wrongful or inequitable purpose.

12 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
13 through one another's unlawful conduct, and by using one another as the funding source for their own
14 personal expenditures.

15 c. Employers and DOES 1-20, while really one and the same, were segregated to
16 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
17 accomplishing some other wrongful or inequitable purpose.

18 d. Employers do not comply with all requisite corporate formalities to maintain a
19 legal and separate corporate existence.

20 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
21 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
22 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
23 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
24 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
25 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
26 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
27 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice
28 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

15. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

16. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services for each and every one 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.

17. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS

18. Defendant hired Plaintiff on or around January 2023 to help manage Defendant's cannabis dispensary. Plaintiff was a full-time, non-exempt employee, though improperly misclassified by Defendants as an independent contractor. Plaintiff performed all of Plaintiff's job duties satisfactorily before Plaintiff was wrongfully terminated on or about February 24, 2023.

MISCLASSIFICATION/WAGE & HOUR VIOLATIONS

19. Throughout Plaintiff's employment with Defendants, Plaintiff was a non-exempt employee of Employers as defined by California Labor Code §350(b). Throughout the course of Plaintiff's employment, and through and including the date of Plaintiff's wrongful termination, Employers completely controlled Plaintiff's performance, including the manner in which Plaintiff was to perform Plaintiff's required duties, as follows:

1 a. Defendants provided Plaintiff with all of the equipment, tools and supplies Plaintiff
2 required to do Plaintiff's job;

3 b. Plaintiff was told what days and hours Plaintiff was required to work, where to go
4 and what to do, and worked a regular schedule;

5 c. Plaintiff had no ability to turn down jobs assigned to Plaintiff by Defendants; and

6 d. Defendants had the right to discipline Plaintiff and to fire Plaintiff at will;

7 20. Additional factors confirming Plaintiff's status as an employee include:

8 a. Plaintiff was not engaged in a distinct occupation or business;

9 b. Plaintiff was not required to make any major investments in equipment or materials
10 to provide the services;

11 c. Plaintiff's occupation and work is usually done under the direction of the principal
12 or a supervisor;

13 d. No particular skill is required for Plaintiff's occupation;

14 e. Plaintiff was not paid by "the job," but was paid a monthly rate;

15 f. Plaintiff's work was part of the regular business of Defendants; and

16 g. Plaintiff believed, by going to work for Defendants, Plaintiff was creating an
17 employer-employee relationship.

18 h. Defendants failed to comply with the Independent Contractor Reporting
19 requirements that required Defendants report to the Employment Development Department ("EDD"),
20 within 20 days if Defendants hired an independent contractor who is an individual or sole proprietorship,
21 who Defendants have either paid, or contracted to pay, more than \$600.

22 21. Despite the aforementioned facts, Defendants illegally classified Plaintiff as an
23 "independent contractor" instead of as an employee, and wrongfully issued Plaintiff IRS Form W-1099
24 forms.

25 22. Between January 2023 and February 24, 2023, Plaintiff was paid a fixed monthly rate of
26 \$5,000 per month.

1 23. Plaintiff typically worked 10-hour days during a workday (usually between the hours of
2 10:00am and 8:00pm), six days per week. Frequently, Plaintiff worked in excess of a 10-hour day,
3 sometimes working more than 15 hours straight in a shift.

4 24. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of,
5 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
6 thereof.

7 25. Furthermore, despite the fact that Plaintiff was required to use her own personal cellphone
8 to carry out mandatory tasks, Defendant did not reimburse Plaintiff in violation of Labor Code § 2802.

9 26. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
10 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
11 worked. Furthermore, throughout Plaintiff's employment, Plaintiff did not receive a second
12 uninterrupted statutory 30-minute meal periods for days on which Plaintiff worked at least 10 hours,
13 which were approximately 6 days per week.

14 27. Defendants violated Labor Code §§ 204 and 223 because Defendants failed to pay wages
15 for all hours worked paid at least twice during each calendar month to employees as required "by
16 contract" under Labor Code section 223, as well as an improper collection of wages paid to an employee
17 under Labor Code section 221. *Gonzales v. Downtown LA Motors* (2013) 215 Cal.App.4th 36.
18 Specifically, Plaintiff was not paid sufficiently paid commissions earned and due.

19 28. Throughout Plaintiff's employment, Defendants violated Labor Code §221 by collecting
20 and/or receiving from Plaintiff, part of his wages paid by Defendants.

21 29. Defendant did not provide Plaintiff with accurate paystubs in compliance with Labor Code
22 § 226.

23 30. Defendants failed to pay all of the Plaintiff's accrued wages and other compensation due
24 immediately upon termination or within 72 hours of resignation, as required, by Labor Code §§201-203.

25 31. Defendants failed to provide Plaintiff with timely and accurate wage and hour statements
26 showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and
27 address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each
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1 pay period and the corresponding number of hours worked at each hourly rate by Plaintiff, in violation
2 of Labor Code § 1198.5.

3 **RETALIATION/WRONGFUL TERMINATION**

4 32. Defendants began to retaliate against Plaintiff when she started complaining about
5 Defendants' unlawful business practices.

6 33. First, Plaintiff complained about sexually explicit stories being told by the owners about
7 a woman's genitals.

8 34. Plaintiff also complained about the unwanted, sexually explicit comments being made
9 towards her by the dispensary's security guard.

10 35. Furthermore, Plaintiff complained about Defendant's potential violations of the
11 Department of Cannabis Control. These complaints included allegations of selling illegal, non-licensed
12 flower, in an attempt to circumvent the payment of excise tax and more.

13 36. Plaintiff further protested Defendant's complete disregard for her rights under the labor
14 code, including Defendant's failure to pay Plaintiff for all monies owed to her and Defendant's failure to
15 provide Plaintiff with meal and rest breaks.

16 37. Based on all of the above, Defendant retaliated against Plaintiff and wrongfully terminated
17 her on February 24, 2023.

18 38. Furthermore, following Plaintiff's termination, Plaintiff became aware that INDIVIDUAL
19 DEFENDANTS were making disparaging and harmful comments about Plaintiff to vendors with whom
20 Plaintiff had regular contact. Specifically, Plaintiff is informed and believes that Defendant accused her
21 of stealing cannabis product, an allegation that could have serious detrimental effects to Plaintiff's career.

22 **GENERAL ALLEGATIONS**

23 39. Defendants' conduct described herein was undertaken, authorized, and/or ratified
24 Defendants' officers, directors and/or managing agents, including, but not limited to
25 ZHAMAKOCHYAN, BARSEGHYAN, and those identified herein as DOES 1 through 20, who were
26 authorized and empowered to make decisions that reflect and/or create policy for Defendants. The
27 aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of
28 Defendants who further had advanced knowledge of the actions and conduct of said individuals whose

1 actions and conduct were ratified, authorized, and approved by managing agents whose precise identities
2 are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through
3 20, inclusive.

4 40. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general
5 and special damages, including severe and profound pain and emotional distress, anxiety, depression,
6 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
7 counseling and treatment, and past and future lost wages and benefits.

8 41. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
9 commissions, benefits and loss or diminution of earning capacity.

10 42. Plaintiff claims general damages for emotional and mental distress and aggravation in a
11 sum in excess of the jurisdictional minimum of this Court.

12 43. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
13 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
14 of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages
15 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
16 Court.

17 **FIRST CAUSE OF ACTION**

18 **RETALIATION**

19 **LABOR CODE §98.6**

20 **AGAINST ALL DEFENDANTS**

21 44. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
22 though set forth in full herein.

23 45. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an
24 employee for political activities; for complaining that he or she is owed unpaid wages, for
25 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,
26 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's
27 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for
28 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private

1 Attorneys General Act;” and for exercising “any rights afforded him or her” under the Labor Code. Thus,
2 Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating
3 against an employee who, among other things, has exercised her or her rights under that Chapter,
4 including the right to take meal breaks, and/or made a written or oral complaint that he or she is owed
5 unpaid wages. An employee who has been discharged or retaliated against in violation of Labor Code
6 §98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten
7 thousand dollars (\$10,000.00) for each violation of that section.

8 46. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff was
9 terminated from Plaintiff’s employment with Defendants as a result of Plaintiff’s complaints about not
10 being paid all wages due, not receiving meal and/or rest breaks, exercising Plaintiff’s right to take meal
11 and/or rest breaks, and Plaintiff’s complaints that Defendant was acting illegally and in violation of the
12 California Department of Cannabis Control. Defendants’ retaliatory animus is evidenced by the fact that
13 Defendant terminated Plaintiff’s employment immediately following Plaintiff expressing her complaints.

14 47. Defendants’ conduct described herein was undertaken, authorized, and/or ratified by
15 Defendants, and Defendants’ officers and/or managing agents, including INDIVIDUAL DEFENDANTS
16 and those identified herein as DOES 1-20, who were authorized and empowered to make decisions that
17 reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and
18 individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced
19 knowledge of the actions and conduct of said individuals whose actions and conduct were ratified,
20 authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this
21 time and are therefore identified and designated herein as DOES 1-20, inclusive.

22 48. The damage allegations of Paragraphs 40 through 43 inclusive, are herein incorporated by
23 reference.

24 49. As a result of Defendants’ actions, Plaintiff is entitled to a civil penalty not to exceed
25 \$10,000.00 for Defendants’ violations of Labor Code § 98.6.

26 50. Because the acts taken toward Plaintiff were carried out by managerial employees acting
27 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff’s rights and
28 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against

1 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

2
3 **SECOND CAUSE OF ACTION**

4 **FOR RETALIATION**

5 **IN VIOLATION OF LABOR CODE §§ 1102.5 AND 1102.6**

6 **AGAINST ALL DEFENDANTS**

7 51. Plaintiff re-alleges and incorporates by reference all Paragraphs, inclusive, as though
8 set forth in full herein.

9 52. At all relevant times, Labor Code §1102.5(a) was in full force and effect, and was
10 binding on Defendants. This law prohibits an employer, or any person acting on behalf of the employer,
11 from discharging an employee or in any manner discriminating or retaliating against, or taking any
12 adverse action against, an employee because, among other things, the employee disclosed information
13 to a government or law enforcement agency, or to a person with authority over the employee or another
14 employee who has the authority to investigate, discover, or correct the violation or noncompliance, if
15 the employee has reasonable cause to believe that the information discloses a violation of state or
16 federal statute, or violation of or noncompliance with a local, state, or federal rule or regulation,
17 regardless of whether disclosing the information is part of the employee's job duties. Pursuant to Labor
18 Code §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability
19 company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of
20 this section.

21 53. Plaintiff reported suspected violations of the Labor Code to Plaintiff's supervisors
22 during the Claim Period.

23 54. Defendants subjected Plaintiff to the adverse employment action, including without
24 limitation, termination because Plaintiff reported the suspected violations of the Labor Code to
25 Plaintiff's supervisors.

26 55. Plaintiff's reports of these violations were a motivating and contributing factor for the
27 adverse employment actions by Defendants against Plaintiff.

1 56. Said conduct violates Labor Code Labor Code §1102.5 and Labor Code §1102.6, and
2 such violations were a proximate cause in Plaintiff's damages as hereinabove stated.

3 57. The damage allegations of Paragraphs 40 through 43, inclusive, are herein incorporated
4 by reference.

5 58. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
6 \$10,000.00 for Defendants' violations of Labor Code § 1102.5.

7 59. The foregoing conduct of Defendants individually, or by and through their managing
8 agents, was intended by Defendants to cause injury to Plaintiff, or was despicable conduct carried on
9 by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
10 cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice,
11 oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an
12 amount appropriate to punish or make an example of Defendants.

13
14 **THIRD CAUSE OF ACTION**
15 **FOR WRONGFUL TERMINATION**
16 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
17 **AGAINST ALL DEFENDANTS**

18 60. Plaintiff re-alleges and incorporates by reference all Paragraphs, inclusive, as though set
19 forth in full herein.

20 61. At all relevant times mentioned in this complaint, the Labor Code was in full force and
21 effect and was binding on Defendants. This law requires Defendants to refrain, among other things,
22 from retaliating against any employee who engages in protected activity.

23 62. At all times mentioned in this complaint, it was a fundamental policy of the State of
24 California that Defendants cannot retaliate against any employee on the basis of engagement in
25 protected activity.

26 63. Plaintiff believes and thereon alleges that Plaintiff's engagement in a protected activity
27 were factors in Defendants' conduct as alleged hereinabove.

1 64. Such retaliation, resulting in the wrongful termination of Plaintiff's employment on the
2 basis of Plaintiff's engagement in protected activity were a proximate cause in Plaintiff's damages as
3 stated below.

4 65. The above said acts of Defendants constitute violations of the Government Code and
5 the public policy of the State of California embodied therein as set forth above. Defendants violated
6 these laws by retaliating against Plaintiff and terminating Plaintiff's employment in retaliation for
7 exercise of protected rights.

8 66. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force
9 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
10 employees who complain about unpaid wages and/or attempt to exercise their rights under the Labor
11 Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of
12 individual employees and job applicants who could not otherwise afford to protect themselves from
13 violations of the Labor Code.

14 67. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force
15 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
16 employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a
17 government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the State's
18 broad public policy interest in encouraging workplace "whistleblowers," who may without fear of
19 retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether
20 the reporting is made to governmental agencies or to the employer itself, and irrespective of whether
21 the employee's suspicions are correct that the challenged conduct actually violates some law. Indeed,
22 the law in California is that an employee's good faith but mistaken belief in the illegality of his co-
23 workers', supervisor's, and employer's conduct is protected from employer retaliation in the whistle-
24 blowing context.

25 68. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
26 engagement in protected activities under Labor Code §§ 98.6 and/or 1102.5 was a proximate cause in
27 Plaintiff's damages as stated below.

1 69. The damage allegations of Paragraphs 40 through 43, inclusive, are herein incorporated
2 by reference.

3 70. The foregoing conduct of Defendants individually, or by and through their officers,
4 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
5 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
6 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
7 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
8 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

9
10 **FOURTH CAUSE OF ACTION**
11 **FOR MISCLASSIFICATION AS "INDEPENDENT CONTRACTOR"**
12 **AGAINST ALL DEFENDANTS**

13 71. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
14 though set forth in full herein.

15 72. Pursuant to Labor Code §226.8(a)(1), it is unlawful for any person or employer to engage
16 in willful misclassification of an individual as an independent contractor. Pursuant to Labor code
17 §226.8(b), if a court issues a determination that a person or employer has violated subdivision (a), the
18 person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and
19 not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or
20 fines permitted by law. Pursuant to Labor code §226.8(c), if a court issues a determination that a person
21 or employer has violated subdivision (a) and the person or employer has engaged in or is engaging in a
22 pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not
23 less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for
24 each violation, in addition to any other penalties or fines permitted by law.

25 73. During the period of Plaintiff's employment with defendants, Plaintiff was an employee
26 of Defendants, and each of them based upon their alter ego relationship, as defined by California Labor
27 Code § 350(b). However, Defendants purposefully misclassified Plaintiff as an "Independent Contractor"

1 because, by so doing, defendants lowered their cost of doing business by means of, but not limited to, the
2 following:

3 74. Defendants did not report or pay the employer's share of federal or state payroll taxes with
4 respect to any of the funds paid to Plaintiff, as required by required by federal and state law;

5 75. Defendants did not provide or pay for Workers Compensation insurance for Plaintiff;

6 76. Defendants did not provide or pay for State Disability insurance for Plaintiff; and

7 77. Defendants did not provide or pay for benefits to Plaintiff that other of Defendants'
8 employees received.

9 78. As a direct and proximate result of the aforementioned violations of California law
10 committed by Defendants, Plaintiff has suffered, and continues to suffer, substantial losses related to the
11 loss of the employer's share of payroll taxes, the use and enjoyment of such employee benefits, and
12 expenses and attorneys' fees in seeking to compel defendants to fully perform their obligation under state
13 law, all to their damage in amounts according to proof at time of trial, but in amounts in excess of the
14 minimum jurisdiction of this Court. Plaintiff is thus entitled to recover nominal, actual and compensatory
15 damages in amounts according to proof at time of trial, but in amounts in excess of the minimum
16 jurisdiction of this Court.

17 79. Defendants' failure to classify Plaintiff as an employee, in violation of California law, was
18 knowing and intentional. Defendants have refused to classify Plaintiff as an employee for false and
19 fraudulent reasons. The decision to misclassify Plaintiff as an "independent contractor" was made,
20 maintained, and enforced by Defendants, by and through their offices, directors and/or managing agents,
21 and was done willfully, maliciously, oppressively, and fraudulently, with the wrongful and deliberate
22 intention of injuring Plaintiff, and with a conscious disregard for Plaintiff's rights and defendants'
23 obligations under California laws, all of which has deprived Plaintiff of Plaintiff's property and legal
24 rights. Therefore, in addition to all other types of relief requested herein, Plaintiff is entitled to recover
25 punitive and exemplary damages in amounts according to proof at time of trial, but in amounts in excess
26 of the minimum jurisdiction of this Court.

27 80. Pursuant to Labor Code §226.8(b)-(c), Plaintiff seeks a determination that Defendants
28 have violated subdivision (a) and have engaged in or are engaging in a pattern or practice of these

1 violations, and seeks penalties of \$25,000 for each violation, in addition to any other penalties or fines
2 permitted by law.

3
4 **FIFTH CAUSE OF ACTION**
5 **FOR FAILURE TO PAY WAGES DUE**
6 **LABOR CODE §§201, 1182.12, 1194, 1194.2, 1197**
7 **AGAINST ALL DEFENDANTS**

8 81. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
9 though set forth in full herein.

10 82. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
11 required by 8 Code of Regulations §11040, as set forth hereinabove. As alleged herein, Defendants
12 routinely failed to pay Plaintiff for hours worked beyond eight in a day or 40 per week.

13 83. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
14 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

15 84. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
16 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
17 recover such amounts, plus interest thereon, attorneys' fees and costs.

18 85. Labor Code §558(a) provides that any person acting on behalf of an employer who
19 violates, or causes to be violated, any statute or provision regulating hours and days of work in any order
20 of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid
21 employee for each pay period in which the employee was underpaid in addition to an amount sufficient
22 to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting
23 on behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period
24 for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

25 86. In addition to the unpaid wages, Plaintiff is entitled to civil penalties in this amount stated
26 above based upon Defendants' underpayment of minimum and overtime wages. Within the one year
27 immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code
28

§558 on 8 pay periods, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants are penalized \$100.00 each, for a total due in Labor Code §558 penalties of \$750.

SIXTH CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
AGAINST ALL DEFENDANTS

87. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

88. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum wage for every hour worked.

89. The historical minimum wage requirements in California are as follows:

Effective	26+ employees	1-25 employees
1/1/23	\$15.50	\$15.50

90. Throughout her employment, Plaintiff was only paid sums of money for her work performed and Defendants failed to pay her for all hours worked, at least the minimum wage. As such, Plaintiff is owed unpaid minimum wages in an amount to be determined.

91. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the straight time compensation paid and applicable minimum wage, including interest thereon in an amount according to proof.

92. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable attorneys' fees and costs incurred by Plaintiff in this action.

1 93. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
2 damages in an amount equal to the minimum wages unlawfully unpaid, plus interest thereon.

3 **SEVENTH CAUSE OF ACTION**

4 **FOR FAILURE TO PAY OVERTIME COMPENSATION**

5 **LABOR CODE §§510, 1194**

6 **AGAINST ALL DEFENDANTS**

7 94. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
8 though set forth in full herein.

9 95. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
10 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
11 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
12 hours in a single day. It also requires employers to pay their non-exempt employees overtime
13 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
14 work week, and double-time compensation for any work done beyond the first eight hours on the seventh
15 consecutive day of work.

16 96. At all relevant times, Defendants required Plaintiff to work more than eight hours per
17 day and/or more than 40 hours per workweek.

18 97. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
19 compensation required by Labor Code §510, 8 Code of Regulations §11040, and Industrial Welfare
20 Commission Order No. 4-2001.

21 98. Throughout her employment, Plaintiff worked approximately 24 hours of overtime each
22 week, all of which should have been paid at 1.5 times Plaintiff's regular hourly wage rate at that time.
23 Defendants failed to pay Plaintiff the requisite overtime wages in each of the following ways in the four
24 years immediately preceding the filing of this complaint:

25 a. Throughout Plaintiff's employment, Plaintiff's hourly overtime rate was
26 approximately \$43.27. During this time period, Plaintiff worked an average of 24 hours of overtime each
27 week, for 8 weeks, or 192 hours, but did not receive any wages for these hours at all. Therefore, Plaintiff
28 is owed approximately \$8,307.84 for each of those hours.

b. [As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor Code §510, 8 Code Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

99. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages of \$8,307.84, above and beyond the minimum wages sought in the preceding cause of action for these same hours.

100. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

EIGHTH CAUSE OF ACTION

FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES

LABOR CODE §2802

AGAINST ALL DEFENDANTS

101. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

102. Pursuant to Labor Code §450(a), “no employer...may compel or coerce any employee...to patronize his or her employer, or any other person, in the purchase of anything of value.”

103. Pursuant to Labor Code §2802(a), “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

104. Plaintiff was required by Defendants to expend Plaintiff's personal funds because of the duties required by Defendants, as alleged hereinabove.

105. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse Plaintiff for all necessary expenditures incurred in the performance of Plaintiff's duties.

106. Defendants have failed and refused to reimburse Plaintiff for all necessary business expenditures, including: the use of her personal cellphone for business purposes.

1 107. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
2 2502(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary
3 aforementioned expenditures.

4 108. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
5 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial, but estimated as
6 follows: \$100 per month. Therefore, Defendants have at the very least failed to reimburse Plaintiff for
7 approximately \$200.

8 109. Pursuant to Labor Code §2802(b), Plaintiff requests that the Court award interest at the
9 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary
10 expenditure or loss.

11 110. Pursuant to Labor Code §2802(c), Plaintiff requests that the Court award Plaintiff
12 reasonable attorneys' fees and costs incurred in this action.

13
14 **NINTH CAUSE OF ACTION**
15 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
16 **LABOR CODE §§226.7, 512**
17 **AGAINST ALL DEFENDANTS**

18 111. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
19 though set forth in full herein.

20 112. Labor Code §512 requires employers to provide every employee with an uninterrupted
21 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

22 113. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
23 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
24 thereof.

25 114. Throughout Plaintiff's employment, Plaintiff regularly worked in excess of five hours per
26 day and was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods
27 on each day of work.

1 115. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed
2 to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the
3 applicable sections of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-
4 2001, as follows:

5 a. Throughout Plaintiff's employment, Plaintiff's statutory 30-minute meal periods
6 were missed, interrupted, or cut short approximately 6 times per week for 8 weeks, or on approximately
7 48 days. During this same time period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-
8 minute rest periods on approximately 48 days (6 days per week for 8 weeks).

9 116. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
10 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently,
11 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
12 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
13 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
14 that Plaintiff was denied such rest periods, calculated as follows:

15 a. Throughout Plaintiff's employment, Defendants failed to provide Plaintiff with an
16 uninterrupted statutory meal period on approximately 48 separate days. Consequently, Plaintiff is owed
17 one hour of pay at \$28.85 for each day, or \$1,384.80, plus interest thereon, for unpaid missed or
18 interrupted meal periods. During this same time period, Defendants failed to provide Plaintiff with the
19 statutory rest period on approximately 48 separate days. Consequently, Plaintiff is owed one hour of pay
20 at \$28.85 for each day, or \$1,384.80, plus interest thereon, for unpaid rest periods. Thus, Plaintiff is owed
21 a total of \$2,769.60, plus interest thereon, for unpaid meal and rest periods for this time period.

22 117. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
23 period is \$2,769.60.

24 118. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
25 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

26 119. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
27 such amounts in the combined amount of \$2,769.60 pursuant to Labor Code §226.7(b), plus interest
28 thereon and costs of suit.

TENTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS
LABOR CODE §§226 ET SEQ.
AGAINST ALL DEFENDANTS

120. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

121. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

122. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

123. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none of the required information, including hours actually worked.

124. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

1 125. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
2 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
3 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
4 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
5 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
6 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
7 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
8 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

9 126. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code §226
10 approximately 8 times during the one year preceding the filing of this complaint. Consequently,
11 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
12 amount of \$4,000.00, whichever is greater.

13 127. In addition, thereto, for Defendant's 8 violations, Defendants are penalized \$250.00 for
14 the first violation, and the remainder of which Defendants are penalized \$1,000.00 each, for a total due
15 in Labor Code §226.3 penalties of \$7,250.

16 128. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
17 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
18 applicable provisions, as well as attorneys' fees and costs.

19
20 **ELEVENTH CAUSE OF ACTION**

21 **FOR WAITING TIME PENALTIES**

22 **LABOR CODE §§201-203**

23 **AGAINST ALL DEFENDANTS**

24 129. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
25 though set forth in full herein.

26 130. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
27 other compensation due immediately upon termination or within 72 hours of resignation, as required.
28 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest

1 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
2 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
3 203.

4 131. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
5 203.

6 132. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
7 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
8 more than \$12,117 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of
9 \$403.90, inclusive of overtime.

10 133. Based on Defendants' conduct as alleged herein, Defendants are liable for \$12,117 in
11 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
12 fees and costs.

13
14 **TWELFTH CAUSE OF ACTION**
15 **FOR PRIVATE ATTORNEY GENERAL ACT**
16 **LABOR CODE §2699**
17 **AGAINST ALL DEFENDANTS**

18 134. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
19 though set forth in full herein.

20 135. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
21 Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties
22 for Defendants' violations of the California Labor Code.

23 136. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
24 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
25 previously pleaded in this Complaint.

26 137. On April 24, 2023, more than 65 calendar days before filing this Complaint, Plaintiff
27 provided written notice by certified mail to the Labor and Workforce Development Agency and to
28 Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby

1 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201,
2 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is
3 enumerated among the serious violations set forth in Labor Code §2699.5.

4 138. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
5 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
6 Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

7 139. As a direct and proximate result of Defendants' California Labor Code violations as set
8 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
9 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
10 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
11 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
12 provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

13 140. These penalties recoverable for Plaintiff alone total approximately \$10,250. Plaintiff may
14 also seek these same penalties on behalf of all other aggrieved employees.

15 141. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
16 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

17 **PENALTIES**

18 142. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code
19 that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
20 Agency ("LWDA") (or any of its departments, divisions, commissions, board agency or employees), such
21 civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved
22 employee on behalf of himself or herself and other current or former employees) and Labor Code
23 §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which
24 a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil
25 penalties, as follows:

- 26 a. As applicable, civil penalties under Labor Code §2699(f), for all violations of the
27 Labor Code except for those for which a civil penalty is specifically provided, in the
28 amount of one hundred dollars (\$100.00) for each aggrieved employee per period for

- 1 the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee
2 per pay period for each subsequent violation; and
- 3 b. As applicable, civil penalties under Labor Code §558 (in addition to and entirely
4 independent and apart from any other penalty provided for in the Labor Code), for
5 violations of Labor Code §§1-556, in the amount of \$50 for each underpaid aggrieved
6 employee for each pay period the aggrieved employee was underpaid, and \$100 for
7 each subsequent violation for each underpaid employee for each pay period for which
8 the employee was underpaid;
- 9 c. As applicable, civil penalties under Labor Code §1197.1 (in addition to and entirely
10 independent and apart from any other penalty provided in the Labor Code) for
11 violations of Labor Code §§1194 and 1197, in the amount of \$100 for each underpaid
12 aggrieved employee for each pay period the aggrieved employee was intentionally
13 underpaid in addition to an amount sufficient to recover underpaid wages, and \$250
14 for each subsequent violation for each underpaid aggrieved employees regardless of
15 whether the initial violation was intentionally committed in addition to an amount
16 sufficient to recover underpaid wages, with all wages recovered pursuant to Labor
17 Code §1197.1;
- 18 d. As applicable, civil penalties under Labor Code §210 (in addition to and entirely
19 independent and apart from any other penalty provided in the Labor Code), for each
20 employee who is/was not paid wages in accordance with Labor Code §§201.3, 204,
21 204b, 204.1, 204.2, 205, 205.5 and 1197.5, in the amount of a civil penalty of \$100 for
22 each aggrieved employee per pay period for each initial violation, and \$200 for each
23 aggrieved employee per pay period for each subsequent violation;
- 24 e. As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely
25 independent and apart from any other penalty provided in the Labor Code), for each
26 violation of Labor Code §221, in the amount of \$100 for each aggrieved employee per
27 pay period for each violation; and \$200 for each aggrieved employee per pay period
28 for each subsequent violation plus 25 percent of the amount unlawfully withheld;

- 1 f. As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely
2 independent and apart from any other civil penalty provided in the Labor Code), for
3 each violation of Labor Code §226(a), in the amount of \$250 for each aggrieved
4 employee per pay period for each violation and \$1,000 for each aggrieved employee
5 per pay period for each subsequent violation;
- 6 g. As applicable, civil penalties under Labor Code §§203 and/or 256 (in addition to and
7 entirely independent and apart from any other penalty provided in the Labor Code),
8 for any aggrieved employee who was discharged or quit, and was not paid all earned
9 wages at termination in accordance with Labor Code §§201, 201.1, 201.5, 202, and
10 205.5, in the amount of a civil penalty of one day of pay, at the same rate, for each day
11 that he or she was paid late, until payment was/is made, up to a maximum of thirty
12 (30) days;
- 13 h. As applicable, any and all additional applicable civil penalties and sums as provided
14 by the Labor Code and/or other relevant statutes.

15 143. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties
16 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and
17 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)
18 to the aggrieved employees.

19 144. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
20 recovery of pre-judgment interest on all amounts recovered herein.

21 145. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs pursuant to
22 Labor Code §§2699(g)(1) and any other applicable statute.

1 **THIRTEENTH CAUSE OF ACTION**
2 **FOR UNFAIR COMPETITION**
3 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
4 **AGAINST ALL DEFENDANTS**

5 146. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
6 though set forth in full herein.

7 147. Defendants' violations of 8 Code of Regulations §11040, Industrial Welfare Commission
8 Order No. 4-2001, Labor Code §§201-203, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198.5,
9 2699, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to pay
10 minimum wages, overtime wages, Defendants' failure to provide meal and rest breaks, Defendants'
11 failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation
12 due in a timely manner upon termination or resignation, and Defendants' failure to maintain complete
13 and accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business
14 & Professions Code §§17200, et seq.

15 148. As a result of Defendants' unfair business practices, Defendants have reaped unfair
16 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
17 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

18 149. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
19 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
20 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
21 Plaintiff.

22
23 **FOURTEENTH CAUSE OF ACTION**
24 **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**
25 **LABOR CODE §1198.5**
26 **AGAINST ALL DEFENDANTS**

27 150. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
28 though set forth in full herein.

1 151. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request
2 thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's
3 failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

4 152. On March 1, 2023, Plaintiff made a written request to inspect or receive a copy of
5 Plaintiff's personnel and payroll records from Defendants, which Defendants received.

6 153. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and
7 payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff within
8 the time required by Labor Code §1198.5, or ever.

9 154. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5,
10 Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

11
12 **FIFTEENTH CAUSE OF ACTION**

13 **FOR DEFAMATION**

14 **AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE**

15 155. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
16 though set forth in full herein.

17 156. Plaintiff is informed and believes Defendants, and each of them, by the herein-described
18 acts, conspired to, and in fact, did negligently, recklessly, and intentionally caused excessive and
19 unsolicited internal and external publications of defamation, of and concerning Plaintiff, to third persons
20 and to the community. These false and defamatory statements included express and implied: accusations
21 that Plaintiff violated company policies; that she deserved written warnings and disciplinary actions
22 against her; and, that she sexually harassed another employee. These and other similar false statements
23 expressly and impliedly stated that Plaintiff was incompetent, and a poor performer.

24 157. The precise dates of these publications are not known to Plaintiff, but Plaintiff is informed
25 and believes and thereon alleges that they were published or republished on or around September 17,
26 2021, against her for discriminatory purposes as set forth hereinabove, to first cause, and then justify,
27 Plaintiff's wrongful and illegal termination. These publications were outrageous, negligent, reckless,
28 intentional, and maliciously published and republished by Defendants, and each of them. Plaintiff is

1 informed and believes that the negligent, reckless, and intentional publications by Defendants, and each
2 of them, were and continue to be, foreseeably published and republished by Defendants, their agents and
3 employees, recipients, in the community. Plaintiff hereby seeks damages for these publications and all
4 foreseeable republications discovered up to the time of trial.

5 158. During the above-described time-frame, Defendants, and each of them, conspired to, and
6 in fact, did negligently, recklessly, and intentionally cause excessive and unsolicited publication of
7 defamation, of and concerning Plaintiff, to third persons, who had no need or desire to know. Those third
8 person(s) to whom these Defendants published this defamation are believed to include, but are not limited
9 to, other agents and employees of Defendants, and each of them, and the community, all of whom are
10 known to Defendants, and each of them, but unknown at this time to Plaintiff.

11 159. The defamatory publications consisted of oral and written, knowingly false and
12 unprivileged communications, tending directly to injure Plaintiff and Plaintiff's personal, business, and
13 professional reputation. These publications included the following false and defamatory statements (in
14 violation of Civil Code §§ 45 and 46(3)(5)) with the meaning and/or substance that Plaintiff: accusations
15 that Plaintiff violated company policies; that she deserved written warnings and disciplinary actions
16 against her; and, that she sexually harassed another employee. These and similar statements published
17 by Defendants, and each of them, expressly and impliedly asserted that Plaintiff was incompetent and
18 was a poor employee.

19 160. Plaintiff is informed, believes and fears that these false and defamatory statements will
20 continue to be published by Defendants, and each of them, and will be foreseeably republished by their
21 recipients, all to the ongoing harm and injury to Plaintiff's business, professional, and personal
22 reputations. Plaintiff also seeks redress in this action for all foreseeable republications, including her
23 own compelled self-publication of these defamatory statements.

24 161. The defamatory meaning of all of the above-described false and defamatory statements
25 and their reference to Plaintiff, were understood by these above-referenced third person recipients and
26 other members of the community who are known to Defendants, and each of them, but unknown to
27 Plaintiff at this time.

28 162. None of Defendants' defamatory publications against Plaintiff referenced above are true.

1 163. The above defamatory statements were understood as assertions of fact, and not as
2 opinion. Plaintiff is informed and believes this defamation will continue to be negligently, recklessly,
3 and intentionally published and foreseeably republished by Defendants, and each of them, and
4 foreseeably republished by recipients of Defendants' publications, thereby causing additional injury and
5 damages for which Plaintiff seeks redress by this action.

6 164. Each of these false defamatory per se publications (as set forth above) were negligently,
7 recklessly, and intentionally published in a manner equaling malice and abuse of any alleged conditional
8 privilege (which Plaintiff denies existed), since the publications, and each of them, were made with
9 hatred, ill will, and an intent to vex, harass, annoy, and injure Plaintiff in order to justify the illegal and
10 cruel actions of Defendants, and each of them, to cause further damage to Plaintiff's professional and
11 personal reputation, to cause her to be fired, to justify her firing, and to retaliate against Plaintiff for prior
12 ill will, rivalry, and at least in part, disputes in retaliation for her objections to discriminatory conduct.

13 165. Each of these publications by Defendants, and each of them, were made with knowledge
14 that no investigation supported the unsubstantiated and obviously false statements. Defendants, published
15 these statements knowing them to be false, unsubstantiated by any reasonable investigation and the
16 product of hostile witnesses. These acts of publication were known by Defendants, and each of them, to
17 be negligent to such a degree as to be reckless. In fact, not only did Defendants, and each of them, have
18 no reasonable basis to believe these statements, but they also had no belief in the truth of these statements,
19 and in fact knew the statements to be false. Defendants, and each of them, excessively, negligently, and
20 recklessly published these statements to individuals with no need to know, and who made no inquiry, and
21 who had a mere general or idle curiosity of this information.

22 166. The above complained-of publications by Defendants, and each of them, were made with
23 hatred and ill will towards Plaintiff and the design and intent to injure Plaintiff, Plaintiff's good name,
24 her reputation, employment and employability. Defendants, and each of them, published these statements,
25 not with an intent to protect any interest intended to be protected by any privilege, but with negligence,
26 recklessness and/or an intent to injure Plaintiff and destroy her reputation. Therefore, no privilege existed
27 to protect any of the Defendants from liability for any of these aforementioned publications or
28 republications.

167. As a proximate result of the publication and republication of these defamatory statements by Defendants, and each of them, Plaintiff has suffered injury to her personal, business and professional reputation including suffering embarrassment, humiliation, severe emotional distress, shunning, anguish, fear, loss of employment, and employability, and significant economic loss in the form of lost wages and future earnings, all to Plaintiff's economic, emotional, and general damage in an amount according to proof.

168. Defendants, and each of them, committed the acts alleged herein recklessly, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, for an improper and evil motive amounting to malice (as described above), and which abused and/or prevented the existence of any conditional privilege, which in fact did not exist, and with a reckless and conscious disregard of Plaintiff's rights. All actions of Defendants, and each of them, their agents and employees, herein alleged were known, ratified and approved by the Defendants, and each of them. Plaintiff thus is entitled to recover punitive and exemplary damages from Defendants, and each of them, for these wanton, obnoxious, and despicable acts in an amount based on the wealth and ability to pay according to proof at time of trial.

SIXTEENTH CAUSE OF ACTION

FOR DEFAMATION PER SE

AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE

169. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

170. Plaintiff is informed and believes Defendants, and each of them, by the herein-described acts, conspired to, and in fact, did negligently, recklessly, and intentionally caused excessive and unsolicited internal and external publications of defamation, of and concerning Plaintiff, to third persons and to the community. These false and defamatory statements included express and implied: accusations that Plaintiff violated company policies; that she deserved written warnings and disciplinary actions against her; and, that she sexually harassed another employee. These and other similar false statements expressly and impliedly stated that Plaintiff was incompetent, and a poor performer.

171. The precise dates of these publications are not known to Plaintiff, but Plaintiff is informed

1 and believes and thereon alleges that they were published or republished on or around September 17,
2 2021, against her for discriminatory purposes as set forth hereinabove, to first cause, and then justify,
3 Plaintiff's wrongful and illegal termination. These publications were outrageous, negligent, reckless,
4 intentional, and maliciously published and republished by Defendants, and each of them. Plaintiff is
5 informed and believes that the negligent, reckless, and intentional publications by Defendants, and each
6 of them, were and continue to be, foreseeably published and republished by Defendants, their agents and
7 employees, recipients, in the community. Plaintiff hereby seeks damages for these publications and all
8 foreseeable republications discovered up to the time of trial.

9 172. Defendants failed to use reasonable care to determine the truth or falsity of the statements.

10 173. Plaintiff is informed, believes and fears that these false and defamatory statements will
11 continue to be published by Defendants, and each of them, and will be foreseeably republished by their
12 recipients, all to the ongoing harm and injury to Plaintiff's business, professional, and personal
13 reputations. Plaintiff also seeks redress in this action for all foreseeable republications, including her
14 own compelled self-publication of these defamatory statements.

15 174. The defamatory meaning of all of the above-described false and defamatory statements
16 and their reference to Plaintiff, were understood by these above-referenced third person recipients and
17 other members of the community who are known to Defendants, and each of them, but unknown to
18 Plaintiff at this time.

19 175. None of Defendants' defamatory publications against Plaintiff referenced above are true.

20 176. The above defamatory statements were understood as assertions of fact, and not as
21 opinion. Plaintiff is informed and believes this defamation will continue to be negligently, recklessly,
22 and intentionally published and foreseeably republished by Defendants, and each of them, and
23 foreseeably republished by recipients of Defendants' publications, thereby causing additional injury and
24 damages for which Plaintiff seeks redress by this action.

25 177. Each of these false defamatory per se publications (as set forth above) were negligently,
26 recklessly, and intentionally published in a manner equaling malice and abuse of any alleged conditional
27 privilege (which Plaintiff denies existed), since the publications, and each of them, were made with
28 hatred, ill will, and an intent to vex, harass, annoy, and injure Plaintiff in order to justify the illegal and

1 cruel actions of Defendants, and each of them, to cause further damage to Plaintiff's professional and
2 personal reputation, to cause her to be fired, to justify her firing, and to retaliate against Plaintiff for prior
3 ill will, rivalry, and at least in part, disputes in retaliation for her objections to discriminatory conduct.

4 178. Each of these publications by Defendants, and each of them, were made with knowledge
5 that no investigation supported the unsubstantiated and obviously false statements. Defendants, published
6 these statements knowing them to be false, unsubstantiated by any reasonable investigation and the
7 product of hostile witnesses. These acts of publication were known by Defendants, and each of them, to
8 be negligent to such a degree as to be reckless. In fact, not only did Defendants, and each of them, have
9 no reasonable basis to believe these statements, but they also had no belief in the truth of these statements,
10 and in fact knew the statements to be false. Defendants, and each of them, excessively, negligently, and
11 recklessly published these statements to individuals with no need to know, and who made no inquiry, and
12 who had a mere general or idle curiosity of this information.

13 179. The above complained-of publications by Defendants, and each of them, were made with
14 hatred and ill will towards Plaintiff and the design and intent to injure Plaintiff, Plaintiff's good name,
15 her reputation, employment and employability. Defendants, and each of them, published these statements,
16 not with an intent to protect any interest intended to be protected by any privilege, but with negligence,
17 recklessness and/or an intent to injure Plaintiff and destroy her reputation. Therefore, no privilege existed
18 to protect any of the Defendants from liability for any of these aforementioned publications or
19 republications.

20 180. The wrongful conduct was a substantial factor in causing Plaintiff to lose her job and
21 harmed her reputation.

22 181. As a proximate result of the publication and republication of these defamatory statements
23 by Defendants, and each of them, Plaintiff has suffered injury to her personal, business and professional
24 reputation including suffering embarrassment, humiliation, severe emotional distress, shunning, anguish,
25 fear, loss of employment, and employability, and significant economic loss in the form of lost wages and
26 future earnings, all to Plaintiff's economic, emotional, and general damage in an amount according to
27 proof.

28 182. Defendants, and each of them, committed the acts alleged herein recklessly, maliciously,

1 fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, for an improper and evil
2 motive amounting to malice (as described above), and which abused and/or prevented the existence of
3 any conditional privilege, which in fact did not exist, and with a reckless and conscious disregard of
4 Plaintiff's rights. All actions of Defendants, and each of them, their agents and employees, herein alleged
5 were known, ratified and approved by the Defendants, and each of them. Plaintiff thus is entitled to
6 recover punitive and exemplary damages from Defendants, and each of them, for these wanton,
7 obnoxious, and despicable acts in an amount based on the wealth and ability to pay according to proof at
8 time of trial.

9
10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
12 according to proof but estimated to be no less than \$1,000,000 as follows:

13 1. For a money judgment representing compensatory damages including lost wages,
14 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,
15 together with interest on these amounts; for other special damages; and for general damages for mental
16 pain and anguish and emotional distress and loss of earning capacity;

17 2. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than \$10,000.00;

18 3. For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than
19 \$10,000.00;

20 4. For penalties pursuant to Labor Code §226.8(b)-(c), in the amount of no less than \$25,000;

21 5. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12,
22 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 4-2001, in an amount according to
23 proof;

24 6. For liquidated damages pursuant to Labor Code §1194.2 in an amount according to proof,
25 plus interest;

26 7. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194,
27 Industrial Welfare Commission Order No. 4-2001, and 8 Code of Regulations §11040, in the amount of
28 no less than \$8,307.84;

1 8. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less
2 than \$750;

3 9. For reimbursement of necessary business expenses pursuant to Labor Code §2802, in the
4 amount of no less than \$200, plus interest;

5 10. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
6 in the amount of no less than \$2,769.60;

7 11. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

8 12. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
9 less than \$7,250;

10 13. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
11 than \$12,117;

12 14. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than
13 \$3,750 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved
14 employees, estimated to exceed \$500,000.00;

15 15. For statutory penalties pursuant to Labor Code §1198.5 in the amount of no less than
16 \$750.00;

17 16. For prejudgment interest on each of the foregoing at the legal rate from the date the
18 obligation became due through the date of judgment in this matter.

19
20 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
21 amount according to proof, as follows:

22 17. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
23 condemning Defendants' discriminatory practices;

24 18. For injunctive relief barring Defendants' discriminatory employment policies and
25 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

26 19. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
27 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

20. For injunctive relief compelling Defendants to report to federal and state authorities wages earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all this in an amount according to the proof;

21. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful conduct, misclassification of Plaintiff as an independent contractor, and failure to pay wages and other compensation in accordance with the law;

22. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or any other basis;

23. For post-judgment interest; and

24. For any other relief that is just and proper.

DATED: October 18, 2023

GUERRA & CASILLAS LLP

By:



Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Guile Gomez, Esq.
Attorneys for Plaintiff
ANI GALESTANIAN

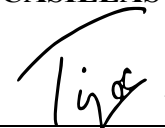
JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: October 18, 2023

GUERRA & CASILLAS LLP

By:



Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Guile Gomez, Esq.
Attorneys for Plaintiff
ANI GALESTANIAN