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7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE, HISTORIC COURTHOUSE**

10 ARLENE DUARTE, an individual,
11
12 Plaintiff,

13 v.

14 HIGHWAY 111 LA QUINTA CARWASH LP,
15 an Arizona limited partnership; RACEWAY
16 EXPRESS CAR WASH, an Arizona
17 corporation; JASMINE BALLESTEROS, an
18 individual; and DOES 1 through 20, inclusive,
19 Defendants.
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Case No. **CVP82304453**

COMPLAINT FOR DAMAGES FOR:

1. **FALSE IMPRISONMENT;**
2. **RETALIATION (LAB. CODE §98.6);**
3. **RETALIATION (LAB. CODE §§1102.5, 1102.6);**
4. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
5. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
6. **FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
7. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
8. **FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES (CAL. LABOR CODE §2802)**
9. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
10. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**

11. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203); AND

12. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ);

13. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.).

DEMAND OVER \$25,000

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFF, ARLENE DUARTE, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

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

THE PARTIES

2. Plaintiff, ARLENE DUARTE, is and at all times relevant hereto was a resident of the County of Riverside, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant HIGHWAY 111 LA QUINTA CARWASH LP (hereinafter referred to as "LA QUINTA CARWASH") was and is an Arizona limited partnership doing business at 78992 California Highway 111, in the City of La Quinta, in the County of Riverside, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant RACEWAY EXPRESS CAR WASH (hereinafter referred to as "RACEWAY") was and is an Arizona limited partnership doing business at 78992 California Highway 111, in the City of La Quinta, in the County of Riverside, State of California.

5. LA QUINTA CARWASH and RACEWAY are hereinafter collectively referred to as "Employers."

1 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Employers owned and operated a private car wash.

3 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
4 hereto, Defendant JASMINE BALLESTEROS was and is an individual resident of the County of
5 Riverside, State of California, and is hereinafter individually referred to by last name "Ballesteros."

6 8. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint
7 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
8 12940, subdivisions (a), (h), (1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
9 persons and are therefore subject to the jurisdiction of this Court.

10 9. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint
11 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
12 Commission Order No. 9-2001 and are each any "employer or other person acting on behalf of an
13 employer" as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

14 10. The true names and capacities, whether individual, corporate, associate, or otherwise, of
15 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
16 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
17 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
18 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
19 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged
20 hereinafter.

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

27 12. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
28 of them, including those defendants named as DOES 1-20 and Ballesteros, acted in concert with one

1 another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced
2 one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to
3 Government Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges,
4 that Defendants, and each of them, including those defendants named as DOES 1-20 and Ms. Ballesteros,
5 and each of them, formed and executed a conspiracy or common plan pursuant to which they would
6 commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to
7 said conspiracy, intended to cause and actually causing Plaintiff harm.

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

11
12 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

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

16 15. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
17 purported corporate existence, Employer and DOES 1-20 are, in reality, one and the same, including, but
18 not limited to because:

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

23 b. Employer and DOES 1-20 derive actual and significant monetary benefits by and
24 through one another's unlawful conduct, and by using one another as the funding source for their own
25 personal expenditures.

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

1 d. Employer does not comply with all requisite corporate formalities to maintain a
2 legal and separate corporate existence.

3 e. The business affairs of Employer and DOES 1-20 are, and at all times relevant
4 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
5 inextricable confusion. Employer is, and at all times relevant hereto were, used by one another and DOES
6 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the
7 alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would
8 not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff
9 for violations of the Government Code and other statutory violations. The corporate existence of
10 Employer and DOES 1-20 should be disregarded in equity and for the ends of justice because such
11 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

12 16. Accordingly, Employer constitute the alter ego of one another and DOES 1-20, and the
13 fiction of their separate corporate existence must be disregarded.

14 17. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
15 thereon alleges that Employer and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
16 enterprise, and that Plaintiff was an employee of Employer and DOES 1-20. Plaintiff performed services
17 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
18 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
19 Defendants' business was and is conducted.

20 18. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
21 between DOES 1-20, Employer, or any of them, (1) there is an express or implied agreement of
22 assumption pursuant to which Employer and/or DOES 1-20 agreed to be liable for the debts of the other
23 Defendants, (2) the transaction between Employer and/or DOES 1-20 and the other Defendants amounts
24 to a consolidation or merger of the two corporations, (3) Employer and/or DOES 1-20 are a mere
25 continuation of the other Defendants, or (4) the transfer of assets to Employer and/or DOES 1-20 is for
26 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employer and/or DOES
27 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

FACTUAL ALLEGATIONS

19. On or about June 1, 2019, Employers hired Plaintiff to work as a cashier at a gas station. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before Plaintiff's employment ended on or about July 14, 2022.

20. Between June 1, 2019 and December 31, 2019, Plaintiff's hourly wage rate was \$11.00. During these time period, Plaintiff's schedule was five days per week, for approximately 8 to 10 hours per day.

21. Between January 1, 2020 and December 12, 2020, Plaintiff's hourly wage rate was \$12.00. During these time period, Plaintiff's schedule was five days per week, for approximately 8 to 10 hours per day.

22. Between April 1, 2022 and May 25, 2022, Plaintiff's hourly wage rate was \$15.00. During this time period, Plaintiff's fixed schedule was three days per week, Friday through Sunday, for approximately 8 hours per day.

23. Between May 26, 2022 and July 9, 2022, Plaintiff's hourly wage rate was \$15.00. During this time period, Plaintiff's fixed schedule was five days per week, Tuesday through Saturday, for approximately 8 hours per day.

24. Between June 1, 2019 and September 30, 2019, Plaintiff worked approximately 8.5 hours of overtime each week, for which Plaintiff received no wages at all, not the requisite minimum wage nor the overtime premium.

25. Between October 1, 2019 and December 12, 2020, Plaintiff worked approximately 7.5 hours of overtime each week, for which Plaintiff received no wages at all, not the requisite minimum wage nor the overtime premium.

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

27. Between June 1, 2019 and December 12, 2020, Plaintiff did not receive uninterrupted statutory 30-minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day

1 Plaintiff worked. One or more of Plaintiff's 30-minute meal periods were interrupted approximately 5
2 times per week.

3 28. During Plaintiff's employment with Defendant, Plaintiff was required to use her personal
4 vehicle to complete her job duties, such as making bank deposits and purchasing supplies. Plaintiff did
5 not receive any reimbursement for the incurred mileage, which qualified as necessary business expenses
6 that should have been paid to Plaintiff. The total amount of these expenses is estimated to be at least
7 \$30.00 per month.

8 29. On or about July 2, 2022, Defendant Ballesteros falsely imprisoned Plaintiff by holding
9 Plaintiff against Plaintiff's will, when Plaintiff threatened to report Defendant Ballesteros to the Labor
10 Commissioner's Office for forcing employees like Plaintiff to clock out and continue working without
11 pay.

12 30. Plaintiff immediately thereafter reported the false imprisonment by Defendant Ballesteros
13 to Employer's Human Resources official but nothing was done to investigate or prevent this conduct by
14 Defendant Ballesteros from happening again.

15 31. Thereafter, on July 14, 2022, Plaintiff was wrongfully terminated in retaliation for having
16 complained to Employer's Human Resources official about Defendant Ballesteros' behavior.

17 32. Plaintiff's termination was substantially motivated by Plaintiff's engagement in the
18 protected activity of reporting Defendants Ballesteros unlawful conduct. Defendants' discriminatory
19 animus is evidenced by the previously mentioned facts.

20 33. Defendants' conduct described herein was undertaken, authorized, and/or ratified
21 Defendants' officers, directors and/or managing agents, including, but not limited to Defendant
22 Ballesteros and those identified herein as DOES 1 through 20, who were authorized and empowered to
23 make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said
24 managing agents and individuals was therefore undertaken on behalf of Defendants who further had
25 advanced knowledge of the actions and conduct of said individuals whose actions and conduct were
26 ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff
27 at this time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

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

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

7 36. Plaintiff claims general damages for emotional and mental distress and aggravation in a
8 sum in excess of the jurisdictional minimum of this Court.

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

14
15 **FIRST CAUSE OF ACTION**

16 **COMMON LAW FALSE IMPRISONMENT**

17 **AGAINST BALLESTEROS**

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

20 39. A person is liable for false imprisonment if the person intentionally commits an act of
21 restraint on another person which confines that person in a bounded area through a physical barrier, the
22 use of physical force to restrain, a failure to release, or an invalid use of legal authority.

23 40. As alleged herein, Defendant Ballesteros acted with the intent to restrain or confine
24 Plaintiff by the use of physical force.

25 41. The above said act of Defendant Ballesteros was a proximate cause in Plaintiff's damages
26 as stated below.

27 42. The damage allegations of 34 through 37, inclusive, are herein incorporated by reference.
28

43. The foregoing conduct of Ballesteros individually was intended by Ballesteros to cause injury to Plaintiff or was despicable conduct carried on by Ballesteros with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Ballesteros.

SECOND CAUSE OF ACTION

RETALIATION

LABOR CODE §98.6

AGAINST ALL DEFENDANTS

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

45. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an employee for political activities; for complaining that he or she is owed unpaid wages, for whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion, suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for initiating proceedings against the employer to collect civil penalties under the "Labor Code Private Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code. Thus, Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating against an employee who, among other things, has exercised his or her rights under that Chapter, including the right to take meal breaks, and/or made a written or oral complaint that he or she is owed unpaid wages. An employee who has been discharged or retaliated against in violation of Labor Code §98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten thousand dollars (\$10,000.00) for each violation of that section.

46. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff was terminated from Plaintiff's employment with Defendants as a result of Plaintiff's complaints about not being paid all wages due, not receiving meal and/or rest breaks, exercising Plaintiff's right to take meal

1 and/or rest breaks. Defendants' retaliatory animus is evidenced by, among other things, the following
2 facts: Plaintiff threatened to report Defendant Ballesteros to the Labor Commissioner's Office for having
3 Plaintiff clock out and continue working.

4 47. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
5 Defendants, and Defendants' officers and/or managing agents, including, and those identified herein as
6 DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for
7 Defendants. The aforementioned conduct of said managing agents and individuals was therefore
8 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and
9 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
10 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
11 and designated herein as DOES 1-20, inclusive.

12 48. The damage allegations of Paragraphs 34 through 37, inclusive, are herein incorporated
13 by reference.

14 49. As a result of Defendants' actions, Plaintiff is each entitled to a civil penalty not to exceed
15 \$10,000.00 for Defendants' violations of Labor Code §§98.6 and/or 1102.

16 50. Because the acts taken toward Plaintiff were carried out by managerial employees acting
17 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and
18 in order to injure and damage them, Plaintiff requests that punitive damages be levied against Defendants
19 and each of them, in sums in excess of the jurisdictional minimum of this court.

20
21 **THIRD CAUSE OF ACTION**
22 **FOR RETALIATION**
23 **IN VIOLATION OF LABOR CODE §§ 1102.5 AND 1102.6**
24 **AGAINST ALL DEFENDANTS**

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

27 52. At all relevant times, Labor Code §1102.5(a) was in full force and effect and was binding
28 on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from

1 discharging an employee or in any manner discriminating or retaliating against, or taking any adverse
2 action against, an employee because, among other things, the employee disclosed information to a
3 government or law enforcement agency, or to a person with authority over the employee or another
4 employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the
5 employee has reasonable cause to believe that the information discloses a violation of state or federal
6 statute, or violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
7 whether disclosing the information is part of the employee's job duties.

8 53. Plaintiff reported violations of employment practices by Defendant Ballesteros to
9 Employer's Human Resources ("HR") department. Plaintiff also threatened to report Defendant
10 Ballesteros to the Labor Commissioner's Office for having Plaintiff clock out and continue working.

11 54. Defendants subjected Plaintiff to the adverse employment action, including without
12 limitation, termination because Plaintiff reported the violations of employment practices by Defendant
13 Ballesteros to Employer's HR department, and also threatened to reported Defendant Ballesteros to the
14 Labor Commissioner's Office for having Plaintiff clock out and continue working.

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

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

19 57. The damage allegations of Paragraphs 34 through 37, inclusive, are herein incorporated
20 by reference.

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

FOURTH CAUSE OF ACTION
FOR WRONGFUL TERMINATION
IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA
AGAINST ALL DEFENDANTS

59. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 33, inclusive, as though set forth in full herein.

60. At all times mentioned in this complaint, it was a fundamental policy of the State of California that Defendants cannot discriminate and/or retaliate against any employee on the basis of engagement in protected activity.

61. Plaintiff believes and thereon alleges that Plaintiff's engagement in protected activity was a factor in Defendants' conduct as alleged hereinabove.

62. Such retaliation, resulting in the wrongful termination of Plaintiff's employment on the basis of Plaintiff's engagement in protected activity, and/or some combination of these factors, was a proximate cause in Plaintiff's damages as stated below.

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

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

65. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force and effect and was binding upon Defendants and each of them. This law prohibits retaliation against employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the State's

1 broad public policy interest in encouraging workplace “whistleblowers,” who may without fear of
2 retaliation report concerns regarding an employer’s suspected illegal conduct, irrespective of whether the
3 reporting is made to governmental agencies or to the employer itself, and irrespective of whether the
4 employee’s suspicions are correct that the challenged conduct actually violates some law. Indeed, the
5 law in California is that an employee’s good faith but mistaken belief in the illegality of his co-workers’,
6 supervisor’s, and employer’s conduct is protected from employer retaliation in the whistle-blowing
7 context.

8 66. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff’s
9 engagement in protected activities under Labor Code §§98.6 and/or 1102.5 was a proximate cause in
10 Plaintiff’s damages as stated below.

11 67. The damage allegations of Paragraphs 34 through 37, inclusive, are herein incorporated
12 by reference.

13 68. The foregoing conduct of Defendants individually, or by and through their officers,
14 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
15 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
16 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff’s rights
17 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
18 punitive damages in an amount appropriate to punish or make an example of Defendants.

19
20 **FIFTH CAUSE OF ACTION**
21 **FOR FAILURE TO PAY WAGES DUE**
22 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
23 **AGAINST ALL DEFENDANTS**

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

26 70. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
27 required by 8 Code of Regulations §11090, as set forth hereinabove. As alleged herein, Defendants
28 routinely failed to pay Plaintiff for hours worked beyond eight in a day or 40 per week.

1 71. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
2 Code of Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

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

6 73. Labor Code §558(a) provides that any person acting on behalf of an employer who
7 violates, or causes to be violated, any statute or provision regulating hours and days of work in any order
8 of the Industrial Welfare Commission pay a civil penalty in the amount of \$50.00 for each underpaid
9 employee for each pay period in which the employee was underpaid in addition to an amount sufficient
10 to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting
11 on behalf of an employer is liable in the amount of \$100.00 for each underpaid employee for each pay
12 period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid
13 wages.

14 74. In addition to the unpaid wages, Plaintiff is entitled to civil penalties in this amount stated
15 above based upon Defendants' underpayment of minimum and overtime wages. Within the one year
16 immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code
17 §558 on 3 pay periods, the first of which Defendants are penalized \$50.00, and the remainder of which
18 Defendants are penalized \$100.00 each, for a total due in Labor Code §558 penalties of \$250.00.

19
20 **SIXTH CAUSE OF ACTION**
21 **FOR FAILURE TO PAY MINIMUM WAGES**
22 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
23 **AGAINST ALL DEFENDANTS**

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

26 76. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
27 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
28

1 hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum
2 wage for every hour worked.

3 77. At all relevant times, Employer employed 25 or less employees.

4 78. At all relevant times, Employer failed and refused to pay Plaintiff the legal minimum wage
5 in the State of California, as set forth in Labor Code §1182.12.

6 79. Defendants failed to pay Plaintiff the requisite minimum wage in each of the following
7 ways in the four years immediately preceding the filing of this complaint:

8 a. From June 1, 2019 to September 30, 2019, Plaintiff worked approximately 8.5
9 hours per week without getting paid anything. Therefore Plaintiff is owed \$1,589.50 calculated at 8.5
10 hours per week for 17 weeks, at \$11.00 per hour.

11 b. From October 1, 2019 to December 31, 2019, Plaintiff worked approximately 7.5
12 hours per week without getting paid anything. Therefore Plaintiff is owed \$1,072.50 calculated at 7.5
13 hours per week for 13 weeks, at \$11.00 per hour.

14 c. From January 1, 2020 to December 12, 2020, Plaintiff worked approximately 7.5
15 hours per week without getting paid anything. Therefore Plaintiff is owed \$4,500.00 calculated at 7.5
16 hour per week for 50 weeks, at \$12.00 per hour.

17 80. Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid minimum
18 wages in the amount of \$7,162.00.

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

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

25 83. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
26 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
27 additional \$7,162.00, plus interest thereon.

SEVENTH CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
LABOR CODE §§510, 1194
AGAINST ALL DEFENDANTS

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

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

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

87. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

88. In the four years last past, Plaintiff worked overtime hours each week, all of which should have been paid at 1.5 times Plaintiff's regularly hour wage rate at that time. Defendants failed to pay Plaintiff the requisite overtime wages in each of the following ways in the four years immediately preceding the filing of this complaint:

a. From approximately June 1, 2019, to September 30, 2019, Plaintiff's hourly overtime rate was \$16.50. During this time period, Plaintiff worked an average of 8.5 hours of overtime each week, for 17 weeks, or 144.5 hours, but did not receive any wages for these hours at all. Therefore, less the minimum wage portion of \$11.00 per hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$5.50 for each of those hours, totaling \$794.75.

1 b. From approximately October 1, 2019, to December 31, 2019, Plaintiff's hourly
2 overtime rate was \$16.50. During this time period, Plaintiff worked an average of 7.5 hours of overtime
3 each week, for 13 weeks, or 97.5 hours, but did not receive any wages for these hours at all. Therefore,
4 less the minimum wage portion of \$11.00 per hour which Plaintiff has already claimed in the preceding
5 cause of action, Plaintiff is owed \$5.50 for each of those hours, totaling \$536.25.

6 c. From approximately January 1, 2020, to December 12, 2020, Plaintiff's hourly
7 overtime rate was \$18.00. During this time period, Plaintiff worked an average of 7.5 hours of overtime
8 each week, for 50 weeks, or 375 hours, but did not receive any wages for these hours at all. Therefore,
9 less the minimum wage portion of \$12.00 per hour which Plaintiff has already claimed in the preceding
10 cause of action, Plaintiff is owed \$6.00 for each of those hours, totaling \$2,250.00.

11 89. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
12 Code §510, 8 Code Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

13 90. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
14 of \$3,581.00, above and beyond the minimum wages sought in the preceding cause of action for these
15 same hours.

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

19
20 **EIGHTH CAUSE OF ACTION**
21 **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**
22 **LABOR CODE §2802**
23 **AGAINST ALL DEFENDANTS**

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

26 93. Pursuant to Labor Code §450(a), "no employer...may compel or coerce any employee...to
27 patronize his or her employer, or any other person, in the purchase of anything of value."
28

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

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

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

8 97. Defendants have failed and refused to reimburse Plaintiff for all necessary business
9 expenditures, including expenditure for mileage for going to the store or bank to perform Plaintiff's job
10 duties.

11 98. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
12 2502(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary
13 aforementioned expenditures.

14 99. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
15 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial but estimated as
16 follows: Defendant failed to reimburse for daily mileage used in the course of business. Estimated at
17 \$30.00 per month. In the four years preceding this action, Defendants have at the very least failed to
18 reimburse Plaintiff for approximately \$630.00.

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

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

24 ///

25 ///

26 ///

27 ///

28 ///

NINTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE MEAL AND REST BREAKS
LABOR CODE §§226.7, 512
AGAINST ALL DEFENDANTS

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

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

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

105. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each day of work.

106. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-2001, as follows:

a. From approximately June 1, 2019 to December 31, 2019, Plaintiff's statutory 30-minute meal periods were interrupted and cut short approximately 5 times per week for 31 weeks, or on approximately 155 days. During this same time period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 155 days (5 days per week for 31 weeks).

b. From approximately January 1, 2020 to December 12, 2020, Plaintiff's statutory 30-minute meal periods were interrupted and cut short approximately 5 times per week for 50 weeks, or on approximately 250 days. During this same time period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 250 days (5 days per week for 50 weeks).

///

///

1 c. From approximately April 1, 2022 to May 25, 2022, Plaintiff was deprived of one
2 or more of Plaintiff's statutory 10-minute rest periods on approximately 24 days (3 days per week for 8
3 weeks).

4 d. From approximately May 26, 2022 to July 9, 2022, Plaintiff was deprived of one
5 or more of Plaintiff's statutory 10-minute rest periods on approximately 30 days (5 days per week for 6
6 weeks).

7 107. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
8 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-2001. Consequently,
9 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
10 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
11 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
12 that Plaintiff was denied such rest periods, calculated as follows:

13 a. From approximately June 1, 2019 to December 31, 2019, Defendants failed to
14 provide Plaintiff with an uninterrupted statutory meal period on approximately 155 separate days.
15 Consequently, Plaintiff is owed one hour of pay at \$11.00 for each day, or \$1,705.00, plus interest
16 thereon, for unpaid interrupted meal periods. During this same time period, Defendants failed to provide
17 Plaintiff with the statutory rest period on approximately 155 separate days. Consequently, Plaintiff is
18 owed one hour of pay at \$11.00 for each day, or \$1,705.00, plus interest thereon, for unpaid rest periods.
19 Thus, Plaintiff is owed a total of \$3,410.00, plus interest thereon, for unpaid meal and rest periods for
20 this time period.

21 b. From approximately January 1, 2020 to December 12, 2020, Defendants failed to
22 provide Plaintiff with an uninterrupted statutory meal period on approximately 250 separate days.
23 Consequently, Plaintiff is owed one hour of pay at \$12.00 for each day, or \$3,000.00, plus interest
24 thereon, for unpaid interrupted meal periods. During this same time period, Defendants failed to provide
25 Plaintiff with the statutory rest period on approximately 250 separate days. Consequently, Plaintiff is
26 owed one hour of pay at \$12.00 for each day, or \$3,000.00, plus interest thereon, for unpaid rest periods.
27 Thus, Plaintiff is owed a total of \$6,000.00, plus interest thereon, for unpaid meal and rest periods for
28 this time period.

1 c. From approximately April 1, 2022 to May 25, 2022, Defendants failed to provide
2 Plaintiff with the statutory rest period on approximately 24 separate days. Consequently, Plaintiff is owed
3 one hour of pay at \$15.00 for each day, or \$360.00, plus interest thereon, for unpaid rest periods. Thus,
4 Plaintiff is owed a total of \$360.00, plus interest thereon, for unpaid meal and rest periods for this time
5 period.

6 d. From approximately May 26, 2022 to July 9, 2022, Defendants failed to provide
7 Plaintiff with the statutory rest period on approximately 30 separate days. Consequently, Plaintiff is owed
8 one hour of pay at \$15.00 for each day, or \$450.00, plus interest thereon, for unpaid rest periods. Thus,
9 Plaintiff is owed a total of \$450.00, plus interest thereon, for unpaid meal and rest periods for this time
10 period.

11 108. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
12 period is \$10,220.00.

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

15 110. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
16 such amounts in the combined amount of \$10,220.00, pursuant to Labor Code §226.7(b), plus interest
17 thereon and costs of suit.

18
19 **TENTH CAUSE OF ACTION**
20 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
21 **LABOR CODE §§226 ET SEQ.**
22 **AGAINST ALL DEFENDANTS**

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

25 112. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
26 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
27 total deductions and net wages earned. An employer who violates these code sections is liable to its
28 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the

1 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
2 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
3 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
4 at all.

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

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

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

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

26 117. Plaintiff was paid on a twice monthly basis, and therefore Defendants violated Labor Code
27 §226 approximately 3 times during the one year preceding the filing of this complaint. Consequently,
28

1 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
2 amount of \$4,000.00, whichever is greater.

3 118. In addition thereto, for Defendant's 3 violations, Defendants are penalized \$250.00 for the
4 first violation, and the remainder of which Defendants are penalized \$1,000.00 each, for a total due in
5 Labor Code §226.3 penalties of \$2,250.00.

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

9
10 **ELEVENTH CAUSE OF ACTION**
11 **FOR WAITING TIME PENALTIES**
12 **LABOR CODE §§201-203**
13 **AGAINST ALL DEFENDANTS**

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

16 121. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
17 other compensation due immediately upon termination or within 72 hours of resignation, as required.
18 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
19 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
20 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
21 203.

22 122. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
23 203.

24 123. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
25 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
26 more than \$3,600.00 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of
27 \$120.00, inclusive of overtime.

1 124. Based on Defendants' conduct as alleged herein, Defendants are liable for \$3,600.00 in
2 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
3 fees and costs.

4
5 **TWELFTH CAUSE OF ACTION**
6 **FOR PRIVATE ATTORNEY GENERAL ACT**
7 **LABOR CODE §2699**
8 **AGAINST ALL DEFENDANTS**

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

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

14 127. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
15 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
16 previously pleaded in this Complaint.

17 128. On May 12, 2023, more than 65 calendar days before filing this Complaint, Plaintiff
18 provided written notice by certified mail to the Labor and Workforce Development Agency and to
19 Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
20 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201,
21 202, 204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is enumerated
22 among the serious violations set forth in Labor Code §2699.5.

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

26 130. As a direct and proximate result of Defendants' California Labor Code violations as set
27 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
28 pay period for initial violation of each Labor Code section pleaded above and occurring within the year

1 immediately preceding the filing of the Complaint, and \$200 for each aggrieved employee per pay period
2 for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not
3 expressly providing for a penalty

4 131. These penalties recoverable for Plaintiff alone, for each of the violations occurring within
5 the calendar year immediately preceding the filing of this Complaint, total approximately \$1,200.00
6 Plaintiff may also seek these same penalties on behalf of all other aggrieved employees.

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

9
10 **THIRTEENTH CAUSE OF ACTION**
11 **FOR UNFAIR COMPETITION**
12 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
13 **AGAINST ALL DEFENDANTS**

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

16 134. Defendants' violations of 8 Code of Regulations §11090, Industrial Welfare Commission
17 Order No. 9-2001, Labor Code §§201-203, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 2699, and
18 other applicable provisions, as alleged herein, including Defendants' failure and refusal to pay minimum
19 wages, overtime wages, Defendants' failure to provide meal and rest breaks, Defendants' failure to
20 provide timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a
21 timely manner upon termination or resignation, and Defendants' failure to maintain complete and
22 accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business &
23 Professions Code §§17200, et seq.

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

27 136. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
28 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore

1 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
2 Plaintiff.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
5 according to proof as follows:

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

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

11 3. For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than
12 \$10,000.00;

13 4. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12,
14 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 9-2001, in the amount of no less than
15 \$7,162.00;

16 5. For liquidated damages pursuant to Labor Code §1194.2 in the amount of \$7,162.00, plus
17 interest;

18 6. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194,
19 Industrial Welfare Commission Order No. 9-2001, and 8 Code of Regulations §11090, in the amount of
20 no less than \$3,581.00;

21 7. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less
22 than \$2,250.00;

23 8. For reimbursement of necessary business expenses pursuant to Labor Code §2802, in the
24 amount of no less than \$630.00, plus interest;

25 9. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
26 in the amount of no less than \$10,220.00;

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

1 11. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
2 less than \$2,250.00;

3 12. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
4 than \$3,600.00;

5 13. For prejudgment interest on each of the foregoing at the legal rate from the date the
6 obligation became due through the date of judgment in this matter.

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

9 14. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
10 condemning Defendants' discriminatory practices;

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

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

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

19 18. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
20 conduct, and failure to pay wages and other compensation in accordance with the law;

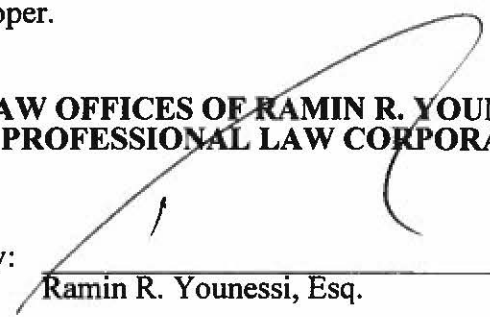
21 19. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or
22 any other basis;

23 20. For post-judgment interest; and

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

25 DATED: September 12, 2023

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

26
27 By: 

28 Ramin R. Younessi, Esq.

Attorney for Plaintiff
ARLENE DUARTE

JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: September 12, 2023

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiff
ARLENE DUARTE