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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Brenda Ramirez, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION
(UNLIMITED JURISDICTION)**

SANDRA GARCIA FIGUEROA,

Plaintiff,

vs.

COASTAL TRADING VENTURES, INC.;
and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 37-2023-00046101-CU-OE-CTL

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 9) Discrimination on the Basis of Race, National Origin, and/or Ancestry In Violation of the Fair Employment Housing Act (“FEHA”) (Gov. Code § 12940(a));
- 10) Retaliation in Violation of the FEHA (Gov. Code, § 12940(h));

- 11) Failure To Prevent, Investigate, and Remedy Discrimination and Retaliation in Violation of the FEHA; (Gov. Code, §§ 12940(k))
12) Wrongful Termination In Violation of Public Policy; and
13) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

JURY TRIAL DEMANDED

COMES NOW Plaintiff, SANDRA GARCIA FIGUEROA (hereafter “Plaintiff”), and complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”), the Business and Professions Code, and public policy against Defendants Coastal Trading Ventures, Inc., a California corporation, and DOES 1 to 25, inclusive (collectively “Coastal Trading” or “Defendants”).

JURISDICTION AND VENUE

2. Jurisdiction and venue are proper in this Court and this action is properly filed in the County of San Diego because Defendant Coastal Trading Ventures, Inc. and DOES 1-25, inclusive, do business in the County of San Diego and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of San Diego is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

THE PARTIES

3. Plaintiff Sandra Garcia Figueroa is a resident of San Diego County, California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11040 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

1 4. Defendant Coastal Trading Ventures, Inc. is and was a California corporation,
2 doing business in San Diego County, and which employed Plaintiff. As such, it is a citizen of
3 California based on Plaintiff's information and belief.

4 5. The "Aggrieved Employees" are all current and former non-exempt or hourly
5 paid employees who worked for Defendants in California during the relevant time period
6 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
7 General Act of 2004 ("PAGA").

8 6. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
9 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
10 is informed and believes and thereon alleges that said defendants are legally responsible for the
11 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
12 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
13 defendants when ascertained.

14 7. Plaintiff is informed and believes and thereon alleges that, at all relevant times
15 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
16 remaining Defendants, and in doing the things hereinafter alleged, were acting within the
17 course and scope of such agency or employment, and with the approval and ratification of each
18 of the other Defendants.

19 8. Plaintiff is informed and believes and thereon alleges that each and every one of
20 the acts and omissions alleged herein were performed by, and/or are attributable to, all
21 Defendants, each acting as agents and/or employees, and/or under the direction and control of
22 each of the other Defendants, and that said acts and failures to act were within the course and
23 scope of said agency, employment, and/or direction and control.

24 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
25 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
26 lack of a practice which resulted in Defendants not paying Plaintiff and the Aggrieved
27 Employees in accordance with applicable California labor laws as alleged herein.

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GENERAL ALLEGATIONS

10. IWC Wage Order 4-2001 (“the Wage Order”) applies to “all persons employed in professional, technical, clerical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or other basis[.]” Wage Order, § 1. At all relevant times during the applicable limitations period, Defendants, Plaintiff, and all of the Aggrieved Employees were covered by the Wage Order because the Defendants operated, and Plaintiff, and all of the Aggrieved Employees worked for, one or more establishments involved in packaging goods/products and employed Plaintiff and the other Aggrieved Employees as warehouse handlers/packers. Accordingly, Plaintiff and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

11. Coastal Trading began to employ Plaintiff on or around September 3, 2019 at its warehouse located at 10605 Jamacha Blvd. in Spring Valley, California. During her employment tenure, Plaintiff has worked as a packer, a line leader, and a production supervisor. Coastal Trading continuously employed Plaintiff until on or about May 23, 2023 when it terminated her employment.

12. At all relevant times, Coastal Trading issued wages to Plaintiff and all of the other Aggrieved Employees on a biweekly basis and paid them by the hour. At all relevant times, Coastal Trading classified Plaintiff and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. During her tenure, Plaintiff generally worked five days a week, Mondays-Thursdays from 8:30 a.m. to 5:00 p.m. and Fridays from 8:00 a.m. to 4:30 p.m. Plaintiff’s latest rate of pay was approximately \$20.00 per hour.

13. At all relevant times, Coastal Trading failed to pay Plaintiff and other Aggrieved Employees for all time worked or subject to its control. Plaintiff and the other Aggrieved Employees had to wait outside the warehouse for management to open the gate and thereafter wait in line to clock in for the start of their shifts on the time clock machine before proceeding to their work area. Furthermore, and to the extent that Plaintiff and others worked through their meal periods while “off the clock”, they were not compensated for all hours worked, which

1 would be akin to a minimum wage violation. “Off the clock” work also included Plaintiff
2 receiving text message on her personal cell phone from her supervisor, Christine Melendez,
3 among others, outside of her regular work hours to discuss work-related issues, including
4 coverage and production.

5 14. At all relevant times, due to the above “off the clock” violations, Coastal Trading
6 failed to pay Plaintiff and the Aggrieved Employees properly-calculated overtime wages. The
7 Aggrieved Employees’ actual work hours, which included the “off the clock” work as described
8 above, entitled them to overtime, however, it was not company policy to keep accurate track of
9 all hours worked and to pay employees the accurate amount of overtime, especially since the
10 “off the clock” work was not factored into the equation. Furthermore, any bonus payments were
11 not factored into employees’ regular rate of pay for purposes of deciphering the correct
12 overtime rate of pay. In addition, any bonus payments were not factored into the correct meal
13 and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858,
14 863.

15 15. At all relevant times, Coastal Trading failed to provide all compliant meal
16 periods and authorize and permit all compliant rest periods to which Plaintiff and the other
17 Aggrieved Employees were entitled. Plaintiff and other Aggrieved Employees were entitled to
18 take off-duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and
19 to take uninterrupted 10-minute rest periods for every four hours or major fraction thereof
20 worked. However, Plaintiff and the Aggrieved Employees did not always receive timely and
21 uninterrupted meal periods. When Plaintiff and other Aggrieved Employees would be clocked
22 out for a meal period or would be on their rest breaks, other Coastal Trading employees and/or
23 management would interrupt them with questions about work related matters. Finally, Coastal
24 Trading’s designated “break area” was outside the factory and Plaintiff and the other Aggrieved
25 Employees would have to spend approximately 8-12 minutes walking to the break area (after
26 clocking out for their meal period) in order to use the microwave to heat their food and then
27 proceed to walk some more to the table area. If Coastal Trading had Plaintiff sign a meal period
28 waiver, it would not be valid and enforceable since Plaintiff and the other Aggrieved Employees

1 generally worked more than a 6-hour shift. To the extent that Coastal Trading argues that
2 employees receive meal break premium pay for missed meal periods, that argument is
3 inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations
4 themselves, irrespective of whether an employee received the premium payment for a missed,
5 short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,
6 “section 226.7 does not give employers a lawful choice between providing either meal and rest
7 breaks or an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53
8 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the
9 violation; the employer has still committed a violation even if the remedy for the violation has
10 been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4).
11 Moreover, any meal or rest break premiums paid were not compensated at the weighted average
12 regular rate, inclusive of bonuses as well as overtime compensation, as explained above.

13 16. At all relevant times, Coastal Trading failed to reimburse Plaintiff and the other
14 Aggrieved Employees for business expenses they incurred in direct consequence of the
15 discharge of their duties. Coastal Trading required Plaintiff and the other Aggrieved Employees
16 to use their own personal cell phones to communicate with management concerning work
17 matters. Coastal Trading required Plaintiff to send photos of any damaged goods/products along
18 with information about the damaged products, including quantity and corresponding order
19 number, to her supervisor. In fact, supervisor Christine Melendez had instructed Plaintiff and
20 the others that it was mandatory to send photos of any damaged goods. Coastal Trading did not
21 provide Plaintiff with a mobile phone and did not reimburse Plaintiff or the other employees for
22 their mobile phone expenses. Accordingly, Coastal Trading was in violation of California Labor
23 Code sections 2800 and 2802.

24 17. At all relevant times, Coastal Trading failed to pay its employees all wages due
25 to them within any time period specified by California Labor Code section 204, including the
26 minimum wages and overtime as described above as well as meal/rest break premiums. Coastal
27 Trading did not provide Plaintiff and other Aggrieved Employees accurate, itemized wage
28 statements. Wage statements must include, among other things, total hours worked by the

1 employee. Labor Code § 226(a)(2). Coastal Trading issued wage statements that inaccurately
2 reflected total hours worked, gross and net wages earned, and the number of hours worked at
3 each hourly rate because of Coastal Trading's failure to properly pay wages as explained herein.
4 Labor Code §§ 226(a)(1), (2), (5), (9). Coastal Trading' failure to maintain accurate records as
5 to the hours worked daily by employees also constitutes a violation of Labor Code section
6 1174(d).

7 18. At all relevant times, because Coastal Trading did not properly pay all wages
8 earned as explained herein, Coastal Trading also failed to pay final wages owed to Plaintiff and
9 other Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid
10 wages include minimum wages and compensation for all hours worked, overtime compensation,
11 premium pay for missed meal and rest breaks, and business expense reimbursement, among
12 others.

13 19. Accordingly, Plaintiff now seeks civil penalties on behalf of herself and the
14 Aggrieved Employees based on Defendants' alleged violations of the California Labor Code
15 and the Wage Order.

16 20. Additionally, Plaintiff would have individual causes of action against Coastal
17 Trading for violations under the Fair Employment and Housing Act (FEHA) for discrimination
18 based on national origin/language and wrongful termination in violation of public policy.
19 Throughout her employment tenure, Plaintiff was a stellar employee and did not have any
20 performance issues. After Plaintiff was promoted to table lead/supervisor, Coastal Trading
21 management pressured Plaintiff to learn how to speak English, which Plaintiff attempted to do,
22 and took an introductory course. However, Defendants expected Plaintiff to speak perfect
23 English within a very short period of time. In or around late April 2023, Plaintiff asked for a
24 raise and was told by a Coastal Trading Human Resources representative "if you want more
25 pay, speak English". Shortly thereafter, on or around May 23, 2023, Coastal Trading proceeded
26 to terminate Plaintiff's employment for "not reaching expectations." It is Plaintiff's position
27 that this was pretext as Coastal Trading unequivocally had the required discriminatory and
28 retaliatory animus. Plaintiff asked her supervisor, Christine Melendez, to tell her why she

1 wasn't meeting the job expectations but was not provided with a response. Furthermore, Coastal
2 Trading did not offer Plaintiff the opportunity to go back to her packing role.

3 21. Plaintiff has exhausted her administrative remedies. Prior to the filing of this
4 lawsuit, Plaintiff filed a complaint with the Department of Fair Employment and Housing
5 ("DFEH"), alleging claims in this complaint. The DFEH immediately issued to Plaintiff a right
6 to sue letter.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

9 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

10 **(By Plaintiff against all Defendants)**

11 22. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

12 23. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
13 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198,
14 and the Wage Order.

15 24. Section 2(G) of the Wage Order defines "hours worked" as "the time during
16 which an employee is subject to the control of an employer, and includes all the time the
17 employee is suffered or permitted to work, whether or not required to do so."

18 25. Section 3 of the Wage Order states:

19 **(A) Daily Overtime - General Provisions**

20 (1) The following overtime provisions are applicable to
21 employees 18 years of age or over and to employees 16 or
22 17 years of age who are not required by law to attend
23 school and are not otherwise prohibited by law from
24 engaging in the subject work. Such employees shall not
25 be employed more than eight (8) hours in any workday or
26 more than 40 hours in any workweek unless the employee
27 receives one and one-half (1 ½) times such employee's
28 regular rate of pay for all hours worked over 40 hours in
the workweek. Eight (8) hours of labor constitutes a day's
work. Employment beyond eight (8) hours in any
workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for
such overtime at not less than:

1 (a) One and one-half (1 ½) times the employee's
2 regular rate of pay for all hours worked in excess
3 of eight (8) hours up to and including 12 hours in
4 any workday, and for the first eight (8) hours
5 worked on the seventh (7th) consecutive day of
6 work in a workweek.

7 (b) Double the employee's regular rate of pay for
8 all hours worked in excess of 12 hours in any
9 workday and for all hours worked in excess of
10 eight (8) hours on the seventh (7th) consecutive
11 day of work in a workweek.

12 (c) The overtime rate of compensation required to
13 be paid to a nonexempt full-time salaried
14 employee shall be computed by using the
15 employee's regular hourly salary as one-fortieth
16 (1/40) of the employee's weekly salary.

17 26. Section 4 of the Wage Order requires an employer to pay non-exempt employees
18 at least the minimum wage set forth therein for all hours worked, which consist of all hours that
19 an employer has actual or constructive knowledge that employees are working.

20 27. Labor Code section 510 states:

21 Eight hours of labor constitutes a day's work. Any work in excess
22 of eight hours in one workday and any work in excess of 40
23 hours in any one workweek and the first eight hours worked on
24 the seventh day of work in any one workweek shall be
25 compensated at the rate of no less than one and one-half times the
26 regular rate of pay for an employee. Any work in excess of 12
27 hours in one day shall be compensated at the rate of no less than
28 twice the regular rate of pay for an employee. In addition, any
work in excess of eight hours on any seventh day of a workweek
shall be compensated at the rate of no less than twice the regular
rate of pay of an employee. Nothing in this section requires an
employer to combine more than one rate of overtime
compensation in order to calculate the amount to be paid to an
employee for any hour of overtime work.

29 28. California Labor Code § 1194 invalidates any agreement between an employer
30 and an employee to work for less than the minimum wage required under the applicable Wage
31 Order.

32 29. California Labor Code § 1197 makes it unlawful for an employer to pay an

1 employee less than the minimum wage required under the applicable Wage Order for all hours
2 worked during a payroll period.

3 30. California Labor Code § 1198 makes it unlawful for an employer to employ an
4 employee under conditions that violate the Wage Order.

5 31. In conjunction, these provisions of the California Labor Code require employers
6 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
7 for all hours worked, including unrecorded hours when the employer knew or reasonably should
8 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
9 *Co.* (2000) 22 Cal.4th 575, 585.)

10 32. Defendants required Plaintiff to work in excess of eight (8) hours in one workday
11 and forty (40) hours in one workweek without compensating her for such time worked at the
12 premium rates required by California law.

13 33. As described more fully above, Defendants failed to pay all minimum, regular,
14 overtime, and double time wages to Plaintiff because Defendants paid wages based on rounded
15 times, did not pay for off-the-clock work, and failed to pay overtime and double time wages
16 based on correct regular rates of pay.

17 34. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
18 amount, subject to proof, to the extent that she was not paid the full amount of wages earned
19 during each pay period during the applicable limitations period, including minimum, overtime,
20 and double-time wages.

21 35. As a result of Defendants' conduct, Plaintiff seeks damages and/or restitution for
22 unpaid wages which Defendants failed to pay her at the rates set forth herein, interest thereon,
23 and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PROVIDE REST BREAKS**

26 **(Lab. Code §§ 226.7 and 1198)**

27 **(By Plaintiff against all Defendants)**

28 36. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

1 37. At all relevant times during the applicable limitations period, Plaintiff was a
2 non-exempt employee of Defendants and entitled to the benefits and protections of California
3 Labor Code §§ 226.7, 1198, and the Wage Order.

4 38. Labor Code § 1198 states,

5 “The maximum hours of work and the standard conditions of labor
6 fixed by the commission shall be the maximum hours of work and the
7 standard conditions of labor for employees. The employment of any
8 employee for longer hours than those fixed by the order or under
9 conditions of labor prohibited by the order is unlawful.”

10 39. In relevant part, Section 12 of the Wage Order states:

11 Rest Periods:

12 (A) Every employer shall authorize and permit all employees
13 to take rest periods, which insofar as practicable shall be in the
14 middle of each work period. The authorized rest period time
15 shall be based on the total hours worked daily at the rate often
16 (10) minutes net rest time per four (4) hours or major fraction
17 thereof. However, a rest period need not be authorized for
18 employees whose total daily work time is less than three and
19 one-half (3 1/2) hours. Authorized rest period time shall be
20 counted as hours worked for which there shall be no deduction
21 from wages.

22 (B) If an employer fails to provide an employee a rest period
23 in accordance with the applicable provisions of this Order, the
24 employer shall pay the employee one (1) hour of pay at the
25 employee’s regular rate of compensation for each work day that
26 the rest period is not provided.

27 40. In addition, Labor Code Section 226.7 states

28 (b) An employer shall not require an employee to work during a
meal or rest or recovery period mandated pursuant to an applicable
statute, or applicable regulation, standard, or order of the Industrial
Welfare Commission, the Occupational Safety and Health Standards
Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or
recovery period in accordance with a state law, including, but not
limited to, an applicable statute or applicable regulation, standard, or
order of the Industrial Welfare Commission, the Occupational Safety
and Health Standards Board, or the Division of Occupational Safety and
Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that

the meal or rest or recovery period is not provided.

41. Pursuant to the Wage Order, Plaintiff was entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

42. Defendants failed to authorize and permit Plaintiff to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

43. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount subject to proof to the extent she was not paid additional wages owed for all rest breaks not provided to her.

44. By reason of the above, Plaintiff is entitled to premium wages for workdays in which one or more rest breaks were not provided to her pursuant to California Labor Code § 226.7, plus interest and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff against all Defendants)

45. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

46. At all relevant times during the applicable limitations period, Plaintiff was a non-exempt employee of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

47. Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

48. In relevant part, Labor Code Section 512 states

“An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An

1 employer may not employ an employee for a work period of more than
2 10 hours per day without providing the employee with a second meal
3 period of not less than 30 minutes, except that if the total hours worked
4 is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal
period was not waived.”

5 49. In relevant part, Section 11 of the Wage Order states:

6 Meal Periods:

7 (A) No employer shall employ any person for a work period of more
8 than five (5) hours without a meal period of not less than 30
9 minutes, except that when a work period of not more than six (6)
hours will complete the day’s work the meal period may be
waived by mutual consent of the employer and the employee...

10 (B) If an employer fails to provide an employee a meal period in
11 accordance with the applicable provisions of this order, the
12 employer shall pay the employee one (1) hour of pay at the
13 employee’s regular rate of compensation for each workday that
the meal period is not provided.

14 50. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff was
15 entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day she
16 worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also
17 entitled to a second 30-minute meal period when she worked more than ten (10) hours in a
18 workday.

19 51. During the relevant time period, Defendants failed to provide Plaintiff with
20 compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-
21 calculated premium pay for each day such a meal period was not provided.

22 52. As a result of Defendants’ unlawful conduct, Plaintiff has suffered damages in
23 an amount subject to proof to the extent she was not paid additional wages owed for all meal
24 periods not provided to her.

25 53. By reason of the above, Plaintiff is entitled to premium wages for workdays in
26 which one or more meal periods were not provided to her pursuant to California Labor Code §
27 226.7, plus interest and costs.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code §§ 1198 & 2802)**

4 **(By Plaintiff against all Defendants)**

5 54. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 55. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
7 entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the
8 Wage Order.

9 56. In pertinent part, California Labor Code § 2802(a) states:

10 An employer shall indemnify his or her employee[s] for all necessary
11 expenditures incurred by the employee in direct consequence of the
12 discharge of his or her duties.

13 57. California Labor Code § 1198 prohibits employers from employing their
14 employees under conditions prohibited by the Wage Order.

15 58. At all relevant times during the applicable limitations period, Coastal Trading
16 required Plaintiff to use her own personal cell phone to communicate with management
17 concerning work matters. Defendants required Plaintiff to send photos of any damaged
18 goods/products along with information about the damaged products, including quantity and
19 corresponding order number, to her supervisor. However, Defendants did not provide Plaintiff
20 with a mobile phone and did not reimburse Plaintiff for her mobile phone expenses.

21 59. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
22 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
23 Defendants' failure to indemnify Plaintiff for the reasonable expenses she incurred in the course
24 of performing her duties.

25 60. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
26 expenditures and losses and interest due and owing to within three years (3) of the date of the
27 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
28 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

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1 **FIFTH CAUSE OF ACTION**

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

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

4 **(By Plaintiff against all Defendants)**

5 61. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

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

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

15 64. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover
16 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
17 violation occurs and one hundred dollars (\$100) per employee for each violation in a
18 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
19 plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of
20 action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

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

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

1 **SIXTH CAUSE OF ACTION**

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

3 **(California Labor Code Sections 201-203)**

4 **(By Plaintiff against all Defendants)**

5 67. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

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

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

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

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

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

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

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

28 ///

1 **SEVENTH CAUSE OF ACTION**

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

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

4 **(By Plaintiff against all Defendants)**

5 75. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

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

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

11 78. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
12 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
13 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
14 worked, including the minimum wage, overtime hours, double time hours, and premium pay
15 for missed meal and rest breaks.

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

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

23 **EIGHTH CAUSE OF ACTION**

24 **CIVIL PENALTIES**

25 **(Lab. Code §§ 2698, *et seq.*)**

26 **(By Plaintiff against all Defendants)**

27 81. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

28 82. Plaintiff is an Aggrieved Employee under the Private Attorneys General Act of

1 2004 (“PAGA”) because she was employed by Defendants during the applicable statutory
2 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.
3 Plaintiff seeks to recover on her own behalf, on behalf of the State of California, and on behalf
4 of all current and former Aggrieved Employees of Defendants, the civil penalties provided by
5 PAGA, plus reasonable attorney’s fees and costs.

6 83. During the applicable time period, Defendants violated California Labor Code
7 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802.

8 84. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
9 behalf of themselves and other current or former employees, to bring a civil action to recover
10 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

11 85. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
12 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants’
13 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1,
14 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following
15 amounts:

16 A. For violations of California Labor Code § 204, one hundred dollars
17 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
18 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
19 established by California Labor Code § 210).

20 B. For violations of California Labor Code § 226(a), two hundred fifty
21 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
22 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
23 established by California Labor Code § 226.3).

24 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
25 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
26 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
27 established by California Labor Code § 558).

28 D. For violations of California Labor Code § 1174, five hundred dollars

1 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
2 California Labor Code § 1174.5).

3 E. For violations of California Labor Code § 1197, one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
5 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
6 per pay period (regardless of whether the initial violations were intentionally committed)
7 (penalty amounts established by California Labor Code § 1197.1).

8 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
9 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
10 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
11 pay period for each subsequent violation (penalty amounts established by California Labor
12 Code § 2699(f)(2)).

13 86. Plaintiff has complied with the procedures for bringing suit specified in
14 California Labor Code § 2699.3. By letter dated June 22, 2023, Plaintiff gave written notice by
15 certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of
16 the specific provisions of the California Labor Code alleged to have been violated, including
17 the facts and theories to support the alleged violations. The LWDA has failed to take action in
18 response within 65 days of Plaintiff’s notice.

19 87. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
20 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
21 connection with their claims for civil penalties.

22 **NINTH CAUSE OF ACTION**
23 **DISCRIMINATION ON THE BASIS OF RACE, NATIONAL ORIGIN, AND/OR**
24 **ANCESTRY IN VIOLATION OF FEHA**
25 **(Gov. Code, §12940(a))**
26 **(By Plaintiff against all Defendants)**

27 88. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth
28 herein.

1 89. Plaintiff was and is at all times relevant hereto an employee covered by
2 Government Code § 12926(c).

3 90. Defendants were at all times relevant hereto employers who employed five or
4 more persons within the meaning of Government Code § 12926(d), and California
5 Government Code §§ 12940, et seq., was in full force and effect and was binding on
6 Defendants.

7 91. As described above, Defendants discriminated against Plaintiff and did not
8 transfer Plaintiff back to her packing role or to another available position, that Plaintiff was
9 otherwise qualified to perform, because she did not speak English.

10 92. As a proximate result of the conduct of the Defendants, Plaintiff has suffered
11 and will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other
12 pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer
13 physical and emotional injuries, including nervousness, humiliation, depression, anguish,
14 embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's
15 damages will be ascertained at trial.

16 93. In committing the foregoing acts, Defendants have been guilty of oppression,
17 fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to
18 punitive damages in a sum appropriate to punish and make an example out of the foregoing
19 Defendants.

20 94. The acts of oppression, fraud, and/or malice, were engaged in by employees of
21 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
22 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
23 wrongful conduct for which an award of punitive damages is sought, and/or was personally
24 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
25 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
26 part of an officer, director, or managing agent of each of the Defendants, thereby entitling
27 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with
28 California Civil Code section 3294 in a sum appropriate to punish and make an example of

1 each Defendant.

2 95. FEHA provides for an award of reasonable attorneys' fees and costs incurred by
3 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
4 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
5 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
6 award of attorneys' fees and costs.

7 **TENTH CAUSE OF ACTION**
8 **RETALIATION IN VIOLATION OF THE FEHA**
9 **(Gov. Code, § 12940(h))**
10 **(By Plaintiff against all Defendants)**

11 96. Plaintiff incorporates by reference each and every paragraph of this Complaint
12 as if fully alleged herein.

13 97. The California Fair Employment and Housing Act (FEHA), Government Code
14 section 12900 et seq., makes it an unlawful employment practice for an employer to discharge,
15 expel, or otherwise discriminate against any person because the person has opposed any
16 practices forbidden by it. (*Id.* § 12940(h).)

17 98. As alleged above, Plaintiff was retaliated against and terminated from her
18 employment because she did not speak English. Defendants retaliated against Plaintiff and
19 refused to transfer Plaintiff back to her packing role or to another available position, that
20 Plaintiff was otherwise qualified to perform, and instead, wrongfully terminated her
21 employment.

22 99. The acts taken toward Plaintiff were carried out by and/or ratified by
23 Defendants and/or managing agent employees of Defendants acting in a despicable,
24 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to
25 injure and damage Plaintiff, thereby justifying an award to her of punitive damages in a sum
26 appropriate to punish and make an example of Defendants.

27 100. As a proximate result of the wrongful acts of Defendants, Plaintiff has been
28 harmed in that Plaintiff has suffered actual, consequential and incidental financial losses,

1 including without limitation, loss of salary and benefits, and the intangible loss of
2 employment-related opportunities and damage to her professional reputation, all in an amount
3 subject to proof at the time of trial. Plaintiff claims such amounts as damages together with
4 prejudgment interest pursuant to Civil Code sections 3287 and/or 3288 and/or any other
5 provision of law providing for prejudgment interest.

6 101. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
7 and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and
8 emotional distress. Plaintiff is informed and believes and thereon alleges that he will continue
9 to experience said emotional suffering for a period in the future he cannot presently ascertain,
10 all in an amount subject to proof at the time of trial.

11 102. The FEHA provides for an award of reasonable attorneys' fees and costs
12 incurred by a prevailing Plaintiff in an action brought under its provisions. Plaintiff has
13 employed and will continue to employ attorneys for the initiation and prosecution of this
14 action. Plaintiff has incurred and will continue to incur attorneys' fees and costs herein.
15 Plaintiff is entitled to an award of attorneys' fees and costs.

16 **ELEVENTH CAUSE OF ACTION**
17 **FAILURE TO PREVENT, INVESTIGATE, AND REMEDY DISCRIMINATION AND**
18 **RETALIATION IN VIOLATION OF THE FEHA**
19 **(Gov. Code, § 12940(k))**
20 **(By Plaintiff against all Defendants)**

21 103. Plaintiff incorporates by reference each and every paragraph of this Complaint
22 as if fully alleged herein.

23 104. Plaintiff was and is at all times relevant hereto an employee covered by
24 Government Code § 12926(c).

25 105. Defendants were at all times relevant hereto employers who employed five or
26 more persons within the meaning of Government Code § 12926(d) and California Government
27 Code §§ 12940, et seq., was in full force and effect and was binding on Defendants.

28 106. It is unlawful for an employer to not take all reasonable steps necessary to

1 prevent discrimination and harassment from occurring. (*Id.* § 12940(k).)

2 107. As described above, Defendants subjected Plaintiff to unlawful discrimination
3 and retaliation in violation of Cal. Gov. Code § 12940(k).

4 108. Plaintiff is informed and believes and thereupon alleges that Defendants knew or
5 reasonably should have known of the discriminatory actions taking place against Plaintiff. To
6 Plaintiff's knowledge, Defendants took no meaningful or adequate disciplinary action to
7 address the discrimination.

8 109. Plaintiff is informed and believes and thereupon alleges that Defendants failed
9 to provide adequate training to executives, supervisors, and managers. Defendants should have
10 provided training and instruction to management, on the laws pertaining to discrimination and
11 retaliation. Defendants failed to do so. As a result, Defendants failed to take all reasonable steps
12 necessary to prevent or stop discrimination and retaliation from occurring.

13 110. As a proximate result of the wrongful acts of Defendants, Plaintiff has been
14 harmed in that Plaintiff has suffered actual, consequential and incidental financial losses,
15 including without limitation, loss of salary and benefits, and the intangible loss of
16 employment-related opportunities and damage to her professional reputation, all in an amount
17 subject to proof at the time of trial. Plaintiff claims such amounts as damages together with
18 prejudgment interest pursuant to Civil Code Sections 3287 and/or § 3288 and/or any other
19 provision of law providing for prejudgment interest.

20 111. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
21 and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and
22 emotional distress. Plaintiff is informed and believes and thereon alleges that she will continue
23 to experience said emotional suffering for a period in the future she cannot presently ascertain,
24 all in an amount subject to proof at the time of trial.

25 112. The acts taken toward Plaintiff were carried out by and/or ratified by
26 Defendants and/or managing agent employees of Defendants acting in a despicable,
27 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to
28 injure and damage Plaintiff, thereby justifying an award to her of punitive damages in a sum

1 appropriate to punish and make an example of Defendants.

2 113. FEHA provides for an award of reasonable attorneys' fees and costs incurred
3 by a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and
4 will continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
5 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
6 award of attorneys' fees and costs.

7 **TWELFTH CAUSE OF ACTION**

8 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

9 **(By Plaintiff against all Defendants)**

10 114. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 115. At all times during her employment with Coastal Trading, Plaintiff performed
12 her duties with the utmost diligence and competence.

13 116. Plaintiff is informed and believes and thereon alleges that Defendants' decision
14 to discriminate and retaliate against her and terminate her employment, as alleged herein, was
15 motivated by Plaintiff's national origin/not speaking English.

16 117. Defendants wrongfully terminated Plaintiff's employment on or around May
17 23, 2023 in violation of the fundamental public policy of the State of California with respect to
18 discriminating against an employee based on national origin/not speaking English. Moreover,
19 Plaintiff was forced to hire an attorney to assist her to end these illegal activities.

20 118. As set forth above, said actions by Defendants were wrongful and in violation
21 of the fundamental principles of the public policy of the State of California as reflected in its
22 laws, objectives and policies. Said statutes and constitutional expressions of public policy
23 include, but are not limited to, the FEHA and the California Constitution, Article 1 section 8.
24 These laws inure to the benefit of the public at large, and not just the private interests of the
25 employers and employees whom they govern or protect.

26 119. As a direct and proximate result of the aforementioned acts and omissions of
27 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
28 to, loss of income (past and future), loss of employment benefits (past and future), general and

1 compensatory damages (past and future), mental pain and anguish and emotional distress (past
2 and future), and will continue to suffer in the future, in an amount to be proved at trial.

3 120. The foregoing conduct engaged in by Defendants and each of their directors,
4 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
5 ratified, and carried on with a conscious and willful disregard of their workers' right to work
6 in an environment free of discrimination and retaliation, so as to justify the imposition of
7 punitive damages to punish and set an example of said Defendants.

8 **THIRTEENTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **(Bus. & Prof. Code § 17200, *et seq.*)**

11 **(By Plaintiff against all Defendants)**

12 121. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 122. At all relevant times during the applicable limitations period, Plaintiff has been
14 an employee of Defendants and entitled to the benefits and protections of the Business and
15 Professions Code §§ 17200, *et seq.*

16 123. The unlawful conduct of Defendants alleged herein amounts to and constitutes
17 unfair competition within the meaning of California Business & Professions Code §§ 17200,
18 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
19 unfairly gained a competitive advantage over other comparable companies doing business in
20 California that comply with their legal obligations to, among other things, refrain from
21 discriminatory and retaliatory practices and prevent discrimination and retaliation, pay their
22 employees premium wages for workdays in which they did not provide employees with one or
23 more meal and rest periods, indemnify them for all business expenses incurred during the
24 course of performing their duties, and pay them all wages earned at the correct rates of pay.

25 124. As a result of Defendants' unfair competition as alleged herein, Plaintiff has
26 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all
27 hours worked, failed to provide her with premium wages for missed meal and rest periods, and
28 failed to reimburse Plaintiff for all expenses she incurred in the course of performing her

1 duties.

2 125. Pursuant to California Business & Professions Code § 17203, Plaintiff is
3 entitled to restitution of all monies rightfully belonging to her that Defendants did not pay her
4 or otherwise retained by means of their unlawful and unfair business practices.

5 126. Plaintiff is entitled to reasonable attorneys' fees in connection with her unfair
6 competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial
7 benefit doctrine and/or the common fund doctrine.

8 127. Accordingly, with respect to this cause of action, Plaintiff prays for the herein
9 stated relief, and an award of all reasonable costs and attorneys' fees, including interest
10 thereon, as permitted by law, all in amounts subject to proof.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

- 13 1. For compensatory damages including lost past and future wages, commissions, and all
14 other sums of money, including employment benefits, together with interest on said
15 amounts, and any other economic injury to Plaintiff, according to proof;
- 16 2. For general damages according to proof;
- 17 3. For special and consequential damages to the extent allowed by law;
- 18 4. For punitive and exemplary damages against Defendant Coastal Trading Ventures, Inc.
19 in an amount subject to proof;
- 20 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
21 subject to proof at trial;
- 22 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
23 7. proof at trial;
- 24 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
25 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 26 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
27 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 28 10. For maximum civil penalties available under the Labor Code and applicable Wage

- 1 Order against Defendants as described more particularly in the Complaint;
- 2 11. For restitution and disgorgement for all unfair business practices by Defendant Coastal
- 3 Trading Ventures, Inc. against Plaintiff in an amount according to proof;
- 4 12. For an order enjoining Defendant Coastal Trading Ventures, Inc. from further unfair
- 5 and unlawful business practices in violation of Business and Professions Code Sections
- 6 17200, et seq.;
- 7 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
- 8 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
- 9 damages, damages, penalties, and waiting time penalties according to proof to the
- 10 extent permitted by law;
- 11 14. For the imposition of civil penalties and/or statutory penalties;
- 12 15. For all interest as allowed by law;
- 13 16. For all costs and disbursements incurred in this suit;
- 14 17. Reasonable attorney's fees where available by law, including but not limited to,
- 15 pursuant to, the FEHA, Code of Civil Procedure section 1021.5, and/or other applicable
- 16 laws; and
- 17 18. For such other and further relief as this Court may deem proper.

18

19 **DEMAND FOR JURY TRIAL**

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

21

22 Dated: October 23, 2023

MM LAW, APC

23 By Maralle Messrelian

24 Maralle Messrelian, Esq.

25 Attorney for Plaintiff,

26 SANDRA GARCIA FIGUEROA

27

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