

COMPLAINT FOR DAMAGES AN CIVIL PENALTIES

PLAINTIFF

1. Plaintiff ADELA GONZALES (“Plaintiff”) is an individual residing in the State of California. At all times herein mentioned, Plaintiff is employed in California, and is an “employee” as defined by the California Labor Code and/or the applicable California Industrial Welfare Commission (“IWC”) Wage Orders.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

2. Plaintiff brings this lawsuit against Plaintiff’s employers, DESTINATION PET OF CALIFORNIA, INC. and DESTINATION PET, LLC (collectively, “Defendants”), for violations of California’s wage and hour laws. Plaintiff seeks to recover unpaid minimum wages, overtime wages, premium payments for Defendants’ failure to authorize and permit meal and rest periods, statutory damages for inaccurate wage statements, prejudgment interest, costs, and attorneys’ fees.

3. Plaintiff also brings this action in a representative capacity on behalf of the State of California and all other aggrieved employees to recover civil penalties for all the Labor Code violations that affected them pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*). (*See Huff v. Securitas Sec. Servs. U.S.* (2018) 23 Cal.App.5th 745, 751 [“PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer — to pursue [civil] penalties for all the Labor Code violations committed by that employer”].)

4. Defendant DESTINATION PET OF CALIFORNIA, INC. is a California Corporation and, at all times relevant herein, was an “employer” as defined by the California Labor Code and the applicable California Industrial Wage Commission (“IWC”) Order(s). Its California office address is 1190 Pacific Coast Highway, Suite D, Seal Beach, CA 90740.

5. Defendant DESTINATION PET, LLC is a Delaware Limited Liability Company and, at all times relevant herein, was an “employer” as defined by the California Labor Code and the applicable California Industrial Wage Commission (“IWC”) Order(s). Its California office address is 1190 Pacific Coast Highway, Suite D, Seal Beach, CA 90740.

6. Defendants own, operate, and/or maintain veterinary practices and/or offices

1 throughout the State of California. At all times relevant herein, Defendants had the authority to
2 hire and fire Plaintiff, establish the terms and conditions of her employment, and determine her
3 compensation and manage her daily employment activities. Defendants exercised sufficient
4 authority over Plaintiff's employment for them to be joint employers of Plaintiff. Defendants
5 employed, suffered and/or permitted Plaintiff to work in Orange County, California.

6 7. At all times relevant herein, Defendants were doing business in the State of
7 California. Defendants maintain corporate offices and operate in California and more
8 particularly, in the County of Orange. Defendants are entities duly existing and operating under
9 the laws of the State of California. Plaintiff is also informed and believes and thereon alleges
10 that Defendants were authorized by the California Secretary of State to conduct and/or transact
11 business in California, including in the County of Orange.

12 8. Plaintiff is not aware of the true names and capacities of the Defendants sued
13 herein as DOES 1 through 50, whether individual, corporate, associate, or otherwise and
14 therefore sues such Defendants by these fictitious names. Plaintiff will amend this complaint to
15 allege their true names and capacities when ascertained. Plaintiff is informed and believes, and
16 on that basis alleges, that each of the fictitiously named Defendants is responsible in some
17 manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein were
18 legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting
19 within the course and scope of said agency and/or employment, with the knowledge and/or
20 consent of said co-Defendant.

21 9. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
22 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
23 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
24 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times
25 acting within the course and scope of such agency, service, employment partnership, joint
26 venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting
27 both individually and within the course and scope of such agency and/or employment, with the
28 knowledge and/or consent of the remaining Defendants.

1 10. Plaintiff further alleges that Defendant, including each Doe Defendants identified
2 as DOES, directly or indirectly controlled or affected the terms, wages, working hours, and
3 conditions of employment of Plaintiff and the other aggrieved employees so as to make each of
4 said Defendants employers and, as employers, liable under the statutory provisions herein.

5 11. Defendants hired Plaintiff and other aggrieved employees and required, suffered
6 and/or permitted them to work in California, but failed to compensate them for all hours worked,
7 including applicable overtime, failed to provide them with proper meal and rest periods or
8 premium compensation in lieu thereof, failed to provide them with accurate and itemized wage
9 statements, and failed to timely pay them all wages during their employment and/or at the time
10 of separation, among other violations described herein.

11 12. Plaintiff is further informed and believes, and based thereupon alleges, that
12 Defendants subjected their non-exempt aggrieved employees to uniform wage and hour policies
13 and practices that deprived them of full compensation for all hours worked. The practices
14 included, but were/are not limited to, failing to accurately record and pay Plaintiff and other
15 aggrieved employees for all hours worked and/or at the correct rate of pay, provide and/or
16 compensate them for improper (i.e., short, late, interrupted, and altogether missed) meal and rest
17 periods, and provide accurate wage statements, among other violations, all in in violation of
18 California law.

19 13. This Court is the proper court, and this action is properly filed in the County of
20 Orange in that Defendants do business within said district and the wrongful acts herein alleged
21 and resulting harm to Plaintiff and aggrieved employees occurred in this judicial district.
22 Defendants employed Plaintiff other aggrieved employees during the relevant time period.

23 14. At all times relevant herein, Defendants were subject herein to the Labor Code of
24 the State of California, and Wage Orders promulgated by the Industrial Welfare Commission
25 ("IWC"), including Wage Order 5-2001 (originally and as amended) and all applicable IWC
26 Wage Order(s).

27 15. Defendants' employment practices included failing to record and pay Plaintiff and
28 other aggrieved employees for all hours worked, including overtime where applicable. For

1 example, Defendants utilized time-rounding that failed to compensate Plaintiff and other
2 aggrieved employees for all hours worked, including applicable overtime. Defendants'
3 employment practices also included failing to provide Plaintiff and other aggrieved employees
4 with state mandated meal and rest periods or premium compensation in lieu thereof. On
5 information and belief, Defendants' meal and rest period policies and practices did not and do
6 not comply with California law. Defendants regularly did not provide Plaintiff and other
7 aggrieved employees with rest periods. Concerning meal periods, as noted above, Defendants
8 often required Plaintiff and other employees to significantly delay their meal periods in order to
9 assist patients, sterilize equipment, process records, or perform tasks directed to them by
10 Defendants. Plaintiff and aggrieved employees were entitled to meal and rest periods in
11 accordance with the requirements of the applicable Wage Orders and applicable California law,
12 but on numerous occasions relevant herein, Defendants failed to authorize or permit them to
13 take break periods.

14 16. On a regular basis during the relevant time period, Defendants required, suffered
15 or permitted Plaintiff and other aggrieved employees to work daily overtime hours in excess of
16 eight (8) and ten (10) hours and/or weekly overtime hours in excess of forty (40), without paying
17 Plaintiff for all overtime hours worked, or at the appropriate overtime rate, and failed to fully or
18 properly document Plaintiff's wages and/or withhold proper taxes.

19 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that aggrieved employees were entitled to receive all wages owed
21 to them upon separation of employment, including overtime and minimum wages and meal and
22 rest period premiums, and they did not, in fact, receive all wages owed to them at the time of
23 separation. As a result of Defendants' failure to pay all wages due to them at the time of
24 discharge, aggrieved employees are owed waiting time penalties pursuant to the applicable
25 provision of the California Labor Code.

26 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
28 receive at least minimum wages for compensation and that they were not receiving at least

1 minimum wages for all hours worked. Upon information and belief, Defendants engaged in, for
2 instance, time-rounding that failed to compensate Plaintiff and other aggrieved employees for
3 all hours worked, including work performed during purportedly off-duty meal periods for which
4 they were not compensated, resulting in unpaid wages.

5 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
7 receive certain wages for overtime compensation. Plaintiff and the other aggrieved employees
8 worked in excess of 8 hours in a day and 40 hours in a week and, thus, were entitled to receive
9 overtime compensation. But Plaintiff and aggrieved employees were not paid for all overtime
10 hours worked.

11 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
13 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
14 aggrieved employees' regular rate(s) of pay when a meal period was missed, late or interrupted,
15 and that they did not receive all meal periods or payment of one additional hour of pay when an
16 improper meal period occurred.

17 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
19 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
20 aggrieved employees' regular rate(s) of pay when a rest period was missed, late or interrupted,
21 and that they did not receive all timely and uninterrupted rest periods or payment of one
22 additional hour of pay at their regular rate of pay when an improper rest period occurred.
23 Plaintiff and aggrieved employees worked in a fast-paced environment. Defendants regularly
24 required Plaintiff and other aggrieved employees to skip, delay, or work through their rest
25 periods but did not compensate them with an additional hour of pay.

26 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 failed to provide Plaintiff and the other aggrieved employees the required meal periods and rest
28 periods or premium compensation in lieu thereof during the relevant time period as required

1 under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all
2 applicable damages and penalties.

3 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other aggrieved employees were entitled
5 to receive all wages owed to them during their employment. Plaintiff and the other
6 aggrieved employees did not receive payment of all wages, including overtime and
7 minimum wages and meal and rest period premiums, within any time permissible under
8 California Labor Code section 204.

9 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other aggrieved employees were entitled
11 to receive complete and accurate wage statements in accordance with California law, but
12 they did not receive complete and accurate wage statements from Defendants. The
13 deficiencies included, but were not limited to, the failure to include the correct amount of
14 gross wages, net wages, total number of hours worked, as well as all hourly rates in effect
15 during the applicable pay period, among other violations.

16 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Defendants had to keep complete and accurate payroll
18 records for Plaintiff and the other aggrieved employees in accordance with California law,
19 but Defendants did not keep complete and accurate payroll records for all the reasons
20 herein mentioned.

21 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that it had a duty to provide Plaintiff and other aggrieved
23 employees with written notice of important employment information at the time of hire as
24 required by Labor Code section 2810.5, but, upon information and belief, Defendants failed
25 to provide Plaintiff and other aggrieved employees with written notice of all the information
26 required by Labor Code section 2810.5 at the time of hire in violation of California law.

27 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that they had a duty to compensate Plaintiff and the other

1 aggrieved employees pursuant to California law, and that Defendant had the financial
2 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do
3 so, and falsely represented to Plaintiff and the other aggrieved employees that they were
4 properly compensated.

5 28. At all material times set forth herein, Defendants failed to provide timely and
6 uninterrupted meal periods and rest periods to Plaintiff and the other aggrieved employees;
7 failed to pay Plaintiff and the other aggrieved employees at least minimum wages for all hours
8 worked, and overtime where applicable; failed to pay aggrieved employees all wages owed to
9 them upon discharge or resignation; failed to pay Plaintiff and the other aggrieved employees'
10 wages within any time permissible under California law, including, *inter alia*, California Labor
11 Code section 204; failed to provide complete and accurate wage statements to Plaintiff and the
12 other aggrieved employees; failed to keep complete and accurate payroll records for Plaintiff
13 and the other aggrieved employees; and failed to properly compensate Plaintiff and the other
14 aggrieved employees in compliance with California law in order to enrich themselves at the
15 expense of Plaintiff and the other aggrieved employees.

16 29. California Labor Code section 218 states that nothing in Article 1 of the Labor
17 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
18 due to him [or her] under this article."

19 **FIRST CAUSE OF ACTION**

20 **RECOVERY OF UNPAID MINIMUM WAGES**

21 **(Against ALL Defendants)**

22 30. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

23 31. California law provides that employees must be paid for all hours worked, up to
24 40 per week or 8 per day, at a regular time rate no less than the mandated minimum wage.
25 Plaintiff regularly worked time for which Defendants failed to compensate her at a rate not less
26 than the prevailing minimum wage. Upon information and belief, Defendants employed time-
27 rounding that failed to fully compensate Plaintiff for all hours worked. As a result, Defendant
28 failed to pay Plaintiff for all hours worked at a rate not less than the prevailing minimum wage.

32. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff is entitled to recover all unpaid wages and liquidated damages, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

RECOVERY OF UNPAID OVERTIME WAGES

(Against ALL Defendants)

33. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

34. California law provides that employees must be paid overtime, equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of 40 per week or 8 per workday, and be paid double time, equal to 2 times the employee's regular rate of pay, for all hours worked in excess of 12 per workday.

35. Plaintiff regularly worked more than 40 hours per week, 8 hours per workday, and/or more than 12 hours per workday, and/or in excess of seven (7) consecutive days, but was not paid all overtime wages and/or double time wages due and owing under California law. Plaintiff was not paid for all overtime hours worked for all the reasons asserted herein.

36. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover all unpaid overtime and double time wages, pre-judgment interest, plus reasonable attorney's fees and costs, in an amount to be proved at trial.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU

THEREOF

(Against ALL Defendants)

37. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

38. Under the Labor Code and IWC Wage Orders, employers are required to provide employees with one 30-minute meal break free from all duties for all shifts longer than 5 hours, and a second 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal

1 period may be waived by mutual consent of the employer and employee, and (2) if an
2 employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours,
3 the required second meal period may be waived by mutual consent of the employer and
4 employee, but only if the first meal period was not waived. Employers covered by the Wage
5 Orders have an obligation to both (1) relieve their employees for at least one meal period for
6 shifts over five hours (as discussed above), and (2) to record having done so.

7 39. Plaintiff regularly worked periods of more than five hours in a workday without
8 being provided a mandatory thirty-minute, duty-free meal period, and would work periods of
9 more than ten hours in a workday without being provided a mandatory second thirty-minute,
10 duty-free meal period. Upon information and belief, Defendants did not maintain meal period
11 policies and practices that complied with California law. Defendants did not authorize and
12 permit Plaintiff to take off-duty meal periods and Defendants frequently delayed her meal
13 periods. Defendants further failed to compensate her properly for all non-compliant meal periods
14 including, inter alia, short, late, interrupted and missed meal periods.

15 40. Defendants failed to provide Plaintiff with all required meal periods, or with
16 compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiff is entitled
17 to one additional hour's pay for each day a meal period was missed, late or interrupted, all in an
18 amount to be proved at trial.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU**

21 **THEREOF**

22 **(Against ALL Defendants)**

23 41. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

24 42. California law requires an employer to authorize or permit an employee to take a
25 rest period of ten net minutes for every four hours worked, or major fraction thereof, and such
26 rest periods must be in the middle of the four-hour period insofar as practicable. If the employer
27 fails to provide any required rest periods or fails to provide a fully compliant rest break for a net
28 10 minutes wherein the employee is fully relieved of all duties and all employer control, the

1 employer must pay the employee one hour of pay at the employee's regular rate of compensation
2 for each workday a legally required and/or fully compliant rest period was not provided.

3 43. Defendants failed to provide Plaintiff all required and/or fully compliant rest
4 periods, or compensation in lieu thereof. Defendants employed policies and procedures that
5 ensured Plaintiff would not receive all legally required rest periods, such as not relieving
6 employees of all duties and employer control during their rest breaks. Defendants did not
7 authorize and permit all required rest periods in strict accordance to, and in compliance with,
8 the timing requirements of all applicable Wage Orders. Defendants further employed policies
9 and practices where Plaintiff did not receive premium wages to compensate her for workdays
10 she did not receive all legally required and fully compliant rest periods.

11 44. Defendants failed to provide Plaintiff with all required rest periods, or with
12 compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiff is entitled
13 to one additional hour's pay for each day a rest period was missed, all in an amount to be proved
14 at trial.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

17 **(Against All Defendants)**

18 45. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

19 46. The California Labor Code provides that, at the time of each payment of wages,
20 the employer must provide each employee with an itemized statement showing, inter alia, gross
21 wages earned, total hours worked, all deductions taken, net wages earned, the inclusive dates
22 for which the employee is being paid, the employee's name and last four digits of their social
23 security number, the name and address of the legal entity that it is the employer, and all
24 applicable hourly rates in effect during the pay period and all hours worked at each rate.

25 47. Defendants knowingly and intentionally failed to provide Plaintiff with proper,
26 itemized wage statements as the wage statements provided did not accurately state, *inter alia*,
27 gross wages earned, total hours worked, net wages earned and the proper hourly rate for each
28 hour worked. Defendants did not provide accurate itemized wage statements to Plaintiff for all

1 the reasons asserted herein, including failure to pay all minimum and overtime wages and
2 provide meal and rest periods.

3 48. Accordingly, under Labor Code section 226, Plaintiff is entitled to statutory
4 penalties in the amount of \$50.00 for the initial pay period in which a violation occurred, and
5 \$100.00 for each subsequent pay period in which a violation occurred, up to an aggregate penalty
6 of \$4,000.00, plus attorney's fees and costs, all in an amount to be proved at trial.

7 **SIXTH CAUSE OF ACTION**

8 **UNFAIR BUSINESS PRACTICES – Cal Bus. & Prof. Code Sec. 17200**

9 **(Against All Defendants)**

10 49. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

11 50. At all times relevant hereto, by and through the conduct described herein,
12 Defendants engaged in unfair and unlawful practices by failing pay all wages and/or provide
13 meal and rest periods or premium compensation in lieu thereof pursuant to the applicable Labor
14 Code and Industrial Welfare Commission requirements, in violation of California Business and
15 Professions Code § 17200, et. seq., and have thereby deprived Plaintiff of fundamental rights
16 and privileges and caused Plaintiff to suffer economic injury as herein alleged.

17 51. Defendants engaged in unfair competition by withholding compensation for hours
18 worked, and Defendant further engaged in unfair and unlawful business practices by failing to
19 keep accurate information and time records and failing to accurately itemize the total hours
20 worked and wages earned by Plaintiff in violation of California law. In doing the forgoing acts,
21 Defendants gained an unfair business advantage by means of these unlawful practices and
22 gained an unfair competitive advantage with respect to competing businesses, which adhered to
23 lawful business practices. Defendants have, therefore, been unjustly enriched and Plaintiff and
24 others have been systematically harmed. Defendants have uniformly violated California law and
25 regulations including, but not limited to, Labor Code §§ 201, 202, 203, 204, 216, 218, 226,
26 226.7, 510, 512, 1174, 1198 and other sections of the California Labor Code and IWC Orders.

27 52. Plaintiff is entitled to all relief available under Business and Professions Code §
28 17200 and Defendants should be restrained from continuing to engage in these unfair and

unlawful business practices, and in addition, should be required to disgorge the unpaid monies and ill-gotten gains to Plaintiff herein.

SEVENTH CAUSE OF ACTION

VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

53. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

54. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by Defendants during the applicable statutory limitations period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

55. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

56. Therefore, under the provisions of PAGA and Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.3, 226.7, 510, 512(a), 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2810.5 and 2699, and all applicable Wage Orders, as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, Defendant is liable for the following penalties:

(i) All statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute; and

(ii) Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code Section 2699(f).

57. The proper measure of penalties under PAGA is the number of violations, whether those violations were committed as against Plaintiff or any Aggrieved Employee, whether a party to this action or not. Further, as a PAGA action, this claim need not be certified as a class

1 action to proceed with a company-wide recovery and/or discovery. (See *Arias v. Superior Court*
2 (2009) 46 Cal.4th 969; *Williams v. Superior Court* (2017) 3 Cal.5th 531.)

3 58. Plaintiff complied with the procedures for bringing suit specified in Labor
4 Code sections 2699.3 and 2699.5. By letter postmarked July 3, 2023, Plaintiff gave written
5 notice to the California Labor and Workforce Development Agency (“LWDA”) via
6 electronic mail at PAGAfilings@dir.ca.gov, and via certified mail to Defendants, of the
7 specific provisions of the Labor Code and Wage Orders allegedly violated, including the facts
8 and theories to support the alleged violations.

9 59. Under Labor Code section 2699.3, the LWDA must give written notice by
10 certified mail to the parties that it intends to investigate the alleged violations within 65 days
11 of the date of the Plaintiff’s written notice. As of the date of this Complaint, the LWDA has
12 not provided the parties any notice of its intention to investigate Plaintiff’s claims on behalf
13 of herself and other similarly aggrieved employees. Furthermore, Defendants have not
14 responded to Plaintiff’s PAGA notice in an attempt to cure. Accordingly, Plaintiff has
15 exhausted all administrative remedies required by law.

16 **PRAYER**

17 WHEREFORE, Plaintiff, prays for judgment against each Defendant, jointly and
18 severally, as follows:

- 19 1. For all general damages in an amount within the jurisdictional limits of this Court;
- 20 2. For all special damages, according to proof;
- 21 3. For all loss of earnings, according to proof;
- 22 4. For all prejudgment interest, according to proof;
- 23 5. For all civil penalties, according to proof;
- 24 6. For all reasonable attorney’s fees;
- 25 7. For costs of suit incurred herein; and
- 26 8. For such other and further relief as the Court deems just and proper.

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LURTZ LEGAL, P.C.
3511 Camino del Rio South, Suite 101
San Diego, California 92108

1 DATED: September 22, 2023

Respectfully submitted,

2 LURTZ LEGAL, P.C.

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4 

5 By: _____

Marshall R. Lurtz

6 Attorneys for Plaintiff

7 Adela Gonzales

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DEMAND FOR JURY TRIAL

Plaintiff ADELA GONZALES demands a trial by jury on all claims so triable.

DATED: September 22, 2023

Respectfully submitted,

LURTZ LEGAL, P.C.



By: _____
Marshall R. Lurtz
Attorneys for Plaintiff
Adela Gonzales