

MAKAREM & ASSOCIATES APLC
Ronald W. Makarem, Esq. (SB# 180442)
Britland T. Kenworthy, Esq. (SB# 354367)
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025-1760
Phone: (310) 312-0299; Fax: (310) 312-0296

Attorneys for Plaintiff EVANGELINE MATHENY

FILED
Superior Court of California
County of Los Angeles

07/01/2026

David W. Slayton, Executive Officer / Clerk of Court

By: O. Chaparyan Deputy

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EVANGELINE MATHENY, an individual,

Plaintiff,

vs.

ECOLAB INC., a Delaware corporation;
ECOLAB USA INC., a Delaware corporation;
ECOLAB PRODUCTION LLC, a Delaware
corporation; ILYA SHUMAKOV, an
individual; and DOES 1 through 20, inclusive,

Defendants.

Case No. 26CHCV01122

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. SEXUAL HARASSMENT IN VIOLATION OF FEHA**
- 2. SEX DISCRIMINATION IN VIOLATION OF FEHA**
- 3. FAILURE TO PREVENT HARASSMENT AND DISCRIMINATION IN VIOLATION OF FEHA**
- 4. RETALIATION IN VIOLATION OF FEHA**
- 5. WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY**
- 6. RECOVERY OF UNPAID MINIMUM WAGES (LAB. CODE §§ 1194, 1997)**
- 7. RECOVERY OF UNPAID OVERTIME WAGES (LAB. CODE §§510, 1194)**
- 8. FAILURE TO PROVIDE MEAL PERIODS (LAB. CODE §§ 226.7, 512)**

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9. **FAILURE TO PROVIDE REST PERIODS (LAB. CODE §§ 226.7)**
10. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (LAB CODE §226)**
11. **FAILURE TO INDEMNIFY FOR EXPENSES AND LOSSES (LAB. CODE § 2802)**
12. **WAITING TIME PENALTIES (LAB. CODE §§ 201-203)**
13. **UNFAIR COMPETITION (BUS. & PROF. CODE §§ 17200 ET SEQ.)**
14. **PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 *et seq.*)**

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DEMAND FOR JURY TRIAL

Plaintiff EVANGELINE MATHENY complains and alleges as follows:

PARTIES

1. Plaintiff EVANGELINE MATHENY (“Plaintiff”) is an individual with her principal place of residence in Los Angeles County, California. At all times relevant herein, Plaintiff was employed by Defendants.

2. Defendant ECOLAB INC. was and is a Delaware corporation doing business in California, including in Los Angeles County.

3. Defendant ECOLAB USA INC. was and is a Delaware corporation doing business in California, including in Los Angeles County.

4. Defendant ECOLAB PRODUCTION LLC (together with ECOLAB INC. and ECOLAB USA INC., “Ecolab”) was and is a Delaware corporation doing business in California, including in Los Angeles County.

5. Defendant ILYA SHUMAKOV (“Shumakov”) is an individual. Plaintiff is informed and believes and thereon alleges that Defendant Shumakov has his principal place of residence in Los Angeles County, California.

6. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1-20 (collectively with Ecolab and Shumakov, “Defendants”) and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged.

7. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this Complaint, all Defendants, including fictitiously named Defendants, were the agents, servants, alter egos, affiliates, employers, principals and/or employees of each other and engaged in the conduct alleged herein within the course, scope and authority of their respective capacities.

JURISDICTION AND VENUE

8. Venue is proper in this Judicial District because Plaintiff performed work for Defendants in Los Angeles County, California and Defendants' obligations under applicable employment laws and regulations were breached principally in Los Angeles County.

9. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of the State of California and Defendants conduct business in California. No federal question is at issue as the claims arise solely under California law.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

10. An administrative charge was filed on behalf of Plaintiff with the California Civil Rights Department (CRD) against Defendants pursuant to the California Fair Employment and Housing Act (FEHA) – Government Code Section 12900 *et seq.* – alleging that the acts described in the complaint violated FEHA. The CRD issued Plaintiff a “right-to-sue” letter on March 18, 2026.

GENERAL ALLEGATIONS RE HARASSMENT, DISCRIMINATION, AND

RETALIATION

11. During her employment, Plaintiff was subjected to unwanted and offensive sexual conduct by a male coworker, Ilya Shumakov, who worked in the same finance department as Plaintiff.

1 12. The harassment began in or around December 2024, when Defendant Shumakov
2 sent Plaintiff an unsolicited, sexually suggestive photograph of himself via text message. When
3 Plaintiff made clear that the communication was unwanted and inappropriate, Defendant
4 Shumakov continued to direct offensive and sexual comments toward her, including references to
5 having viewed her in a sexual manner at a prior work gathering and expressing romantic feelings
6 for her.

7 13. On at least one occasion, Defendant Shumakov entered Plaintiff's office and made
8 unwanted physical contact with her body, touching her stomach without her permission. Plaintiff
9 immediately objected to his conduct. Defendant Shumakov's physical contact was offensive,
10 uninvited, and contributed to the hostile and abusive work environment Plaintiff was forced to
11 endure.

12 14. Plaintiff is also aware that other female coworkers have experienced inappropriate
13 conduct by Defendant Shumakov, including him sharing unwanted comments about his sex life.

14 15. Plaintiff reported the harassment to her supervisors, Serge Saatejian and Hilda
15 Habed, or about January 6, 2026. Rather than promptly and effectively addressing the complaint,
16 management conveyed to Plaintiff that they did not think Defendant Shumakov seemed like the
17 type to engage in such behavior, discrediting her complaint.

18 16. When Plaintiff reported the harassment to her supervisors, their response minimized
19 and dismissed her concerns. Rather than treating the conduct as serious, management suggested
20 that her harasser had acted without malicious intent and encouraged Plaintiff to overlook the
21 behavior, placing the burden on Plaintiff rather than addressing the misconduct.

22 17. Following that response, Defendant Shumakov began approaching mutual
23 coworkers in an effort to gather information about Plaintiff's complaint, further contributing to a
24 hostile work environment. When Plaintiff raised this concern with management, rather than
25 treating it as a confidentiality breach and potential retaliation, management questioned Plaintiff's
26 own credibility by asking whether she had been the one discussing the matter with coworkers.

27 18. Plaintiff was also forced to continue working directly with Defendant Shumakov
28 after she complained, despite management knowing that he had violated her.

1 19. Due to management's failure to protect Plaintiff, she submitted another complaint in
2 writing, seeking a formal investigation from Human Resources and met with HR representatives on
3 or about January 26, 2026. In that meeting, Plaintiff also informed HR that she planned to take
4 medical leave due to the stress of the harassment.

5 20. The retaliation escalated further when, on or about February 2, 2026, Plaintiff's
6 supervisor Hilda approached her at work in a loud and critical manner, abruptly accusing her of
7 making numerous errors and informing her that she would no longer be permitted to handle certain
8 job responsibilities. This was the first time Plaintiff had ever received such criticism, and it
9 occurred immediately after Plaintiff had reported the harassment and received HR approval for
10 medical leave.

11 21. That same day, Plaintiff sought treatment at urgent care, presenting with serious
12 physical symptoms of anxiety. Her treating physicians placed her on medical leave from February
13 2 through February 7, 2026, and prescribed medication for anxiety and inflammation. Plaintiff saw
14 her doctor again on February 7, 2026 and her medical leave was extended to February 10, 2026,
15 due to her persistent symptoms.

16 22. As a direct and proximate result of the conduct alleged herein, Plaintiff has suffered
17 and continues to suffer severe emotional distress, including but not limited to persistent fear,
18 anxiety, stress, headaches, rapid heart rate, high blood pressure, difficulty concentrating, insomnia,
19 and exhaustion.

20 23. Plaintiff faced a hostile work environment as a result of the harassing comments,
21 management's retaliatory conduct, and Plaintiff's reasonable fear for her safety. Defendants
22 permitted working conditions of harassment based on sex to exist that were so intolerable that a
23 reasonable person in Plaintiff's position would have had no reasonable alternative except to resign.
24 On or around February 10, 2026, Plaintiff was forced to quit her employment.

25 **CLASS ACTION ALLEGATIONS**

26 24. This is also a proposed class action for recovery of damages, statutory penalties, and
27 restitution, and to address Ecolab and/ or DOES 1-20's violations of California wage and hour
28 laws.

1 25. In this case, Ecolab and/or DOES 1-20 violated various provisions of the California
2 Labor Code and IWC Wage and Orders. As set forth below, Ecolab and/or DOES 1-20
3 implemented policies and practices that led to wage and hour violations resulting from Ecolab
4 and/or DOES 1-20's: (a) failure to accurately pay all wages due, including minimum and overtime
5 wages; (b) failure to provide compliant meal periods and failure to pay an additional hour of pay in
6 lieu of providing compliant meal periods; (c) failure to provide compliant rest periods and failure
7 to pay an additional hour of pay in lieu of providing compliant rest periods; (d) failure to provide
8 accurate itemized wage statements; (e) failure to indemnify for necessary expenses and/or losses;
9 and (f) failure to pay all wages earned and owed upon separation from Ecolab and/or DOES 1-20's
10 employ. As a result, Plaintiff seeks damages, statutory penalties, and restitution on behalf of
11 himself and all other similarly situated individuals.

12 26. Plaintiff was, at all times relevant to this action, a resident of California employed in
13 California. Plaintiff was employed by Ecolab and/or DOES 1-20 as a non-exempt employee from
14 approximately February 2024 to February 2026.

15 27. While employed with Ecolab and/or DOES 1-20, Plaintiff and other similarly
16 situated non-exempt employees were regularly required to and subsequently suffered: (a) to
17 perform work subject to the control of the employer without being compensated at least minimum
18 wages and/or overtime wages, all in violation of California labor laws, regulations, and the
19 Industrial Welfare Commission Wage Order ("IWC"); (b) to work in excess of five hours per day
20 without being provided meal periods and not compensated one (1) hour of pay at the regular rate of
21 compensation for each workday that a meal period was not provided, all in violation of California
22 labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC"); (c) to work
23 in excess of four hours per day without being provided rest periods and not compensated one (1)
24 hour of pay at the regular rate of compensation for each workday that a rest period was not
25 provided, all in violation of California labor laws, regulations, and the Industrial Welfare
26 Commission Wage Orders ("IWC"); (d) not being provided accurate itemized wage statements; (e)
27 not being indemnified for necessary expenses and/or losses and (f) not being paid all wages due
28 upon separation from Defendants' employment.

28. Based on information and belief, Ecolab is a Texas corporation that does business throughout California, including in Los Angeles County.

29. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

30. Plaintiff is informed and believe and thereon alleges that Ecolab and DOES 1-20, directly or indirectly, or through agents or other persons, employed Plaintiff and other similarly situated individuals, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

31. Plaintiff seeks to bring this action as a class action under Code of Civil Procedure section 382. The class Plaintiff seeks to represent is defined as follows: "All individuals

32. Ascertainable Class. The proposed class and subclass are ascertainable as their members can be identified and located using information in Ecolab and/or DOES 1-20's payroll and personnel records.

33. Common Questions of Law and Fact. This lawsuit is suitable for class treatment because common questions of law and fact predominate over individual issues. Common questions include, but are not limited to, the following: (1) whether Ecolab and/or DOES 1-20 properly calculated and paid all amounts due to the Class Members for wages earned, including minimum and overtime wages, under California law, (2) whether Ecolab and/or DOES 1-20 violated the California Labor Code and/or IWC Wage Orders by withholding wages, including minimum and overtime wages, from the Class Members, (3) whether Ecolab and/or DOES 1-20 violated the California Labor Code and/or IWC Wage Orders by failing to provide the Class Members with all

1 required meal periods on a fully compliant basis; (4) whether Ecolab and/or DOES 1-20 violated
2 the California Labor Code and/or IWC Wage Orders by failing to provide the Class Members with
3 all required rest periods on a fully compliant basis; (5) whether Ecolab and/or DOES 1-20 provided
4 the Class Members with proper, itemized wage statements; (6) whether Ecolab and/or DOES 1-20
5 timely paid the Class Members all wages due upon termination of employment, (7) whether Ecolab
6 and/or DOES 1-20's failure to timely pay all wages due upon termination of employment was
7 willful, (8) whether Ecolab and/or DOES 1-20's violated California Business and Professions Code
8 sections 17200, et seq., and (9) whether Ecolab and/or DOES 1-20's failed to indemnify for
9 necessary expenses and/or losses; and (10) whether Ecolab and/or DOES 1-20 jointly employed the
10 Class Members.

11 34. Numerosity. The plaintiff class is so numerous that the individual joinder of all
12 members is impractical under the circumstances of this case. While the exact number of class
13 members is unknown to Plaintiff, Plaintiff is informed and believes the class consists of at least
14 100 individuals.

15 35. Typicality. Plaintiff's claims are typical of the claims of the class and subclass
16 members. Plaintiff suffered a similar injury as the other class members as a result of Ecolab and/or
17 DOES 1-20's common practices regarding the calculation and payment of wages, including
18 minimum and overtime wages, provision of meal breaks and rest breaks and/or compensation in
19 lieu thereof, provision of wage statements, indemnification for necessary expenses and/or losses,
20 and payment of wages due upon termination. In addition, Plaintiff will fairly and adequately
21 protect the interests of the class members. Plaintiff has no interests adverse to the interests of the
22 other class members.

23 36. Superiority. A class action is superior to other available means for the fair and
24 efficient adjudication of this controversy since individual joinder of all members of the class is
25 impractical. Class action treatment will permit a large number of similarly situated persons to
26 prosecute their common claims in a single forum simultaneously, efficiently, and without the
27 unnecessary duplication of effort and expense that numerous individual actions would engender.
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1 Furthermore, as the damages suffered by each individual member of the class may be relatively
2 small, the expenses and burden of individual litigation would make it difficult or impossible for
3 individual members of the class to redress the wrongs done to them, while an important public
4 interest will be served by addressing the matter as a class action. The cost to the court system of
5 adjudication of such individualized litigation would be substantial. Individualized litigation
6 would also present the potential for inconsistent or contradictory judgments. Finally, the
7 alternative of filing a claim with the California Labor Commissioner is not superior, given the
8 lack of discovery in such proceedings, the fact that there are fewer available remedies, and the
9 losing party has the right to a trial de novo in the Superior Court.

10 **GENERAL CLASS ACTION ALLEGATIONS**

11 37. At all times relevant herein, Plaintiff was a non-exempt employee of Defendant
12 Ecolab and entitled to the full protections of the California Labor Code, the applicable Industrial
13 Welfare Commission Wage Orders, and all other applicable wage and hour laws and regulations.

14 38. Throughout her employment, Defendants failed to compensate Plaintiff at the
15 applicable minimum wage rate for all hours worked. Defendants' timekeeping and payroll practices
16 resulted in Plaintiff performing work for which she was not paid at the legally required minimum
17 wage rate, including but not limited to work performed before and after her scheduled shifts and
18 during meal and rest periods.

19 39. Throughout her employment, Defendants required, suffered, and/or permitted
20 Plaintiff to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek
21 without compensating her at the applicable overtime rate of one and one-half times her regular rate
22 of pay, and/or in excess of twelve (12) hours in a workday without compensating her at twice her
23 regular rate of pay, as required by California law.

24 40. Throughout her employment, Defendants failed to provide Plaintiff with legally
25 required, uninterrupted, duty-free meal periods of not less than thirty (30) minutes for shifts in
26 excess of five (5) hours, and failed to provide a second meal period for shifts in excess of ten (10)
27 hours. Defendants did not pay Plaintiff one additional hour of pay at her regular rate of
28 compensation for each workday a meal period was not provided.

41. Throughout her employment, Defendants failed to authorize and permit Plaintiff to take legally required, uninterrupted, duty-free rest periods of not less than ten (10) minutes for every four (4) hours worked, or major fraction thereof. Defendants did not pay Plaintiff one additional hour of pay at her regular rate of compensation for each workday a rest period was not provided.

42. Defendants failed to provide Plaintiff with accurate, itemized wage statements as required by California law. Among other deficiencies, Defendants' wage statements failed to accurately reflect: the total hours worked; all applicable hourly rates in effect during the pay period; all applicable piece-rate or other basis on which wages were paid; gross wages earned; net wages earned; and/or applicable deductions. As a result of these failures, Plaintiff suffered injury in that she could not promptly and easily determine from the wage statement alone the total hours worked, applicable wages, and the basis upon which her wages were calculated.

43. Throughout her employment, Defendants required Plaintiff to incur necessary business expenses in the course of performing her job duties, including but not limited to [expenses for travel, equipment, supplies, and/or other items required to perform her job], for which Defendants failed to fully reimburse her. As a result, Plaintiff was required to bear expenses that were the legal obligation of Defendants.

44. Upon Plaintiff's separation from employment, Defendants failed to pay Plaintiff all wages due and owing at the time of her separation, including but not limited to unpaid minimum wages, overtime wages, and meal and rest period premium pay, within the time required by California law.

PAGA GENERAL ALLEGATIONS

45. Plaintiff is informed and believes, and based thereon alleges that Defendants employ or employed Non-Exempt Employees throughout California during the liability period. Plaintiff and all other aggrieved employees were compensated generally based upon an hourly rate and have at all times pertinent hereto been non-exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

1 46. On information and belief, and during the relevant time frame, all aggrieved
2 employees were residents of California and citizens of the United States.

3 47. On information and belief, Defendants provide water-treatment technologies and
4 services company throughout the country, including in Los Angeles County. Plaintiff was
5 employed as an Account Administrator for Defendants at 20600 Nordhoff St., Chatsworth,
6 California 91311, and was primarily responsible for finance-related duties, including managing
7 vendor files, processing payments, and handling expense reports.

8 48. Throughout Plaintiff's employment with Defendants, Plaintiff was not exempt
9 from the Employment Laws and Regulations, in that she routinely spent a majority of her working
10 hours performing duties delegated to non-exempt employees including, but not limited to, finance-
11 related tasks.

12 49. Throughout Plaintiff's entire employment with Defendants, Plaintiff spent few to
13 none of her working hours performing work that was primarily intellectual, managerial or creative,
14 or work that required the regular and customary exercise of discretion and independent judgment
15 with respect to matters of significance on more than an occasional basis.

16 50. During Plaintiff's employment with Defendants, Plaintiff was either required to
17 work through mandatory meal and rest breaks or was often times interrupted during her meal and
18 rest breaks resulting in shortened meal and rest breaks. Additionally, Plaintiff was often not
19 provided with or allowed to take their mandatory meal break within the first five hours of work
20 because she was provided too much work to do and had no one to relieve her for such a break. On
21 information and belief, Plaintiff and other similarly situated employees were not paid for their
22 missed meal and/or rest breaks with one hour of premium pay at the regular rate of pay, despite
23 Defendants' pressuring of employees to work through breaks.

24 51. During Plaintiff's employment with Defendants, Plaintiff was regularly required to
25 work over 8 hours in one day, and/or over 40 hours in one week. On information and belief,
26 Plaintiff and other similarly situated employees were not paid for all overtime worked.

1 52. Upon information and belief, Defendants regularly failed to pay Plaintiff and other
2 non-exempt employees for all hours worked including minimum wage, overtime and double time
3 pay.

4 53. As a consequence, Plaintiff and other similarly situated non-exempt employees,
5 were not paid all wages upon termination and were not provided accurate wage statements.

6 54. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
7 compensated for all hours/time worked, as Defendants would regularly suffer and permit Plaintiff
8 and Aggrieved Employees to work off the clock, but Plaintiff and Aggrieved Employees were not
9 compensated for hours worked off the clock. For example, Defendants, among other things,
10 directed Plaintiff and Aggrieved Employees to continue to work in excess of 8 hours a day and/or
11 40 hours a week, such that employees overall lost hours worked. This practice resulted in Plaintiff
12 and Aggrieved Employees being subjected to Defendants' unlawful policy of not compensating
13 Plaintiff and Aggrieved Employees for all hours worked including overtime while under the control
14 of Defendants. Defendants' unlawful off-the-clock policy over time resulted in a large and
15 disproportionate underpayment of wages including overtime wages to Plaintiff and Aggrieved
16 Employees.

17 55. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
18 caused to endure unprovided, untimely, interrupted meal periods of at least thirty (30) minutes for
19 many of the work days such employees worked more than six hours (6) hours, were not provided
20 uninterrupted second meal periods of at least thirty (30) minutes for any work days such employees
21 worked more than ten (10) hours, and were not paid one (1) hour of wages by Defendants in lieu
22 thereof, all in violation of the California Labor Code.

23 56. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
24 regularly required to work in excess of six (6) hours per day without Defendants providing them a
25 timely, uninterrupted (30) minute meal period as mandated under the California Labor Code and
26 the implementing rules and regulations of the IWC California Wage Orders as Plaintiff and
27 Aggrieved Employees were required to take shortened meal periods because they were given too
28 much work to do without relief. Accordingly, Plaintiff and Aggrieved Employees were not

1 provided lawful meal periods and were not provided with one hour of wages in lieu thereof under
2 Defendants' policies and practices, which included work schedules placed upon the Aggrieved
3 Employees from Defendants' management and supervisors to perform work at the expense of their
4 meal periods and Defendants' implementation of work schedules and workload requirements that
5 denied Aggrieved Employees all of their authorized meal periods. Plaintiff and the Aggrieved
6 employees did not waive any of their authorized and required meal periods, nor did they receive
7 one hour of regular pay for each day Defendants failed to provide a lawful meal period.

8 57. Plaintiff is informed and believes that during the liability period, Plaintiff and
9 Aggrieved Employees were consistently required to work in excess of four (4) hours (or major
10 fraction thereof) without receiving lawful ten (10) minute rest periods. On information and belief,
11 Defendants' management would require that Plaintiff and other aggrieved employees continue to
12 work throughout their scheduled shift without relief, and as a result would often have to take their
13 breaks late or be forced to skip their breaks. The Aggrieved Employees were also not provided with
14 one hour of wages in lieu thereof. Defendants' policies and practices included Defendants'
15 implementation of a work schedule and workload requirements that denied and failed to provide the
16 Aggrieved Employees all of their authorized rest periods, including first rest periods of at least ten
17 (10) minutes for every shift worked of at least three and a half (3 1/2) to four (4) hours, a first and
18 second rest period of at least ten (10) minutes for every shift worked greater than six (6) hours.

19 58. Defendants did not fully compensate Plaintiff and the Aggrieved Employees for
20 hourly wages during the liability period, including by virtue of the fact that Defendants did not
21 compensate Plaintiff and Aggrieved Employees with one extra hour of pay for Defendants' failure
22 to provide such Non-Exempt Employees with each of their authorized rest periods and meal periods
23 during the rest and meal period liability period.

24 59. Upon information and belief, Defendants failed to provide accurate itemized wage
25 statements to Plaintiff and Aggrieved Employees as the wage statements provided failed to
26 accurately account for all hours worked. Further, Defendants failed to provide accurate wage
27 statements as Defendants' wage statements do not identify premium pay or pay period start dates as
28 required by Labor Code § 226.

1 60. Upon information and belief, Defendants failed to reimburse and/or indemnify
2 Plaintiff and Aggrieved Employees for all necessary expenditures incurred, including but not
3 limited to cellular phone expenses and mileage reimbursements for work-related travel.

4 61. Upon information and belief, Defendants failed to keep accurate records pursuant
5 to Labor Code § 1174.5.

6 62. Upon information and belief, Defendants knew and/or should have known that it is
7 improper to implement policies and commit unlawful acts such as:

- 8 (a) requiring employees to work over eight (8) hours in a day and forty (40)
9 hours in a work week without being provided the required overtime pay;
 - 10 (b) requiring employees to perform work subject to the control of the Defendant
11 without being compensated at least minimum wages;
 - 12 (c) requiring employees to work four (4) hours or a major fraction thereof
13 without being provided a minimum ten (10) minute rest period and without
14 compensating the employees with one (1) hour of pay at the employees'
15 regular rate of compensation for each workday that a rest period was not
16 provided;
 - 17 (d) requiring employees to work in excess of five (5) hours or ten (10) hours per
18 day without being provided an uninterrupted thirty-minute meal period
19 and/or a second meal period, and without compensating employees with one
20 (1) hour of pay at the regular rate of compensation for each workday that
21 such a meal period was not provided;
 - 22 (e) requiring employees to continue working off the clock while under
23 Defendants' control, without compensation;
 - 24 (f) requiring employees to incur necessary business expenses without
25 indemnification and/or reimbursement, including but not limited to cellular
26 phone expenses and mileage reimbursements for work-related travel;
 - 27 (g) failing to pay all wages earned during the regular pay period;
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- 1 (h) failing to pay all wages earned upon separation from Defendants' employ;
2 and
3 (i) failing to provide accurate itemized wage statements.

4 63. In addition to the violations above, and on information and belief, Defendants knew
5 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
6 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
7 knowingly, recklessly, and/or intentionally failed to do so.

8 **FIRST CAUSE OF ACTION**

9 **Sexual Harassment in Violation of FEHA**

10 **[Cal. Gov. Code§ 12940(a) and (j)(1)]**

11 **(Against All Defendants)**

12 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
13 material allegations set out above in the preceding paragraphs.

14 65. At all times herein relevant to this Complaint, Plaintiff was an employee of
15 Defendants and covered by the FEHA.

16 66. California Government Code section 12940(j)(1) provides that it is an unlawful
17 employment practice "[f]or an employer ... or any other person ... because of... sex ... to harass an
18 employee." Moreover, Government Code section 12940(j)(4)(c) provides that "'harassment'
19 because of sex includes sexual harassment."

20 67. Defendant Ecolab is subject to the laws of the State of California and is an entity
21 subject to suit under FEHA for harassment under Government Code section 12940(j)(1), because
22 Defendant is an employer who regularly employs one (1) or more persons in the State of
23 California.

24 68. Plaintiff was subjected to sexual harassment based on her sex at the hands of
25 Defendant Shumakov, including but not limited to Defendant Shumakov:

- 26 i. Sending Plaintiff an unsolicited, sexually suggestive photograph of himself
27 via text message;
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- ii. Directing offensive and sexual comments toward Plaintiff, including references to having viewed her in a sexual manner at a prior work gathering and expressing unsolicited romantic feelings for her;
- iii. Entering Plaintiff's office and making unwanted physical contact with her body by touching her stomach without her consent; and
- iv. Engaging in a pattern of conduct following Plaintiff's complaint, including contacting coworkers to gather information about her report, that further contributed to a hostile and abusive work environment.

69. Plaintiff was shocked and dismayed at Defendant Shumakov's behavior which was unwanted, offensive, and humiliating. This unlawful, harassing and discriminatory conduct was so severe and pervasive that it altered the conditions of Plaintiff's employment and created an abusive work environment. Defendant Shumakov subjected Plaintiff to unconsented and intentional invasions of her right to be free from offensive and harmful physical contact.

70. Defendant Ecolab knew of the harassment based on Plaintiff's complaints, but failed to take immediate and appropriate corrective action and/or ratified the harassment.

71. Defendants' harassing and discriminatory conduct was a substantial factor in causing Plaintiff harm, namely that Plaintiff was forced to suffer, among other injuries, lost wages and other compensation benefits, physical and emotional distress, nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort and anxiety, and other pecuniary loss, thus causing Plaintiff damages in an amount according to proof at trial, in excess of the minimum for unlimited jurisdiction of this Court. Also, and pursuant to California Government Code section 12965(c)(6), Plaintiff is entitled to reasonable attorney's fees and costs of suit.

72. In addition, because the wrongful acts were carried out by Defendants, managing agents, and/or encouraged, assisted, ordered, and/or ratified by Defendants, Defendants exhibited a deliberate disregard for the rights and safety of Plaintiff and their conduct constituted oppression, fraud, or malice. Accordingly, Plaintiff is entitled to punitive damages, pursuant to California Civil Code section 3294, so as to punish Defendants and deter them from similar conduct in the future.

SECOND CAUSE OF ACTION

Sex Discrimination in Violation of FEHA

[Cal. Gov. Code § 12940(a)]

(Against Defendant Ecolab and DOES 1-20)

73. Plaintiff hereby incorporates by reference all the allegations contained in the preceding paragraphs of this complaint, as though fully set forth herein.

74. At all times herein relevant to this Complaint, Plaintiff was an employee of Defendants, and covered by the FEHA.

75. California Government Code section 12940(a) provides that it is an unlawful employment practice “[f]or an employer, because of the . . . sex . . . of any person, to . . . discriminate against the person in compensation or in terms, conditions, or privileges of employment.”

76. Plaintiff was subjected to discrimination and harassment on the basis of her sex, including but not limited to Defendant Shumakov:

- i. Sending Plaintiff an unsolicited, sexually suggestive photograph of himself via text message;
- ii. Directing offensive and sexual comments toward Plaintiff, including references to having viewed her in a sexual manner at a prior work gathering and expressing unsolicited romantic feelings for her;
- iii. Entering Plaintiff’s office and making unwanted physical contact with her body by touching her stomach without her consent; and
- iv. Engaging in a pattern of conduct following Plaintiff’s complaint, including contacting coworkers to gather information about her report, that further contributed to a hostile and abusive work environment.

77. Plaintiff was also subjected to sex discrimination by Ecolab, Inc. based on the retaliation she faced after reporting the sexual harassment.

78. Plaintiff was shocked and dismayed at Defendants’ behavior which was unwanted, offensive, and humiliating. This unlawful, harassing and discriminatory conduct was so severe and pervasive that it altered the conditions of Plaintiff’s employment and created an abusive work

1 environment. Defendant Shumakov subjected Plaintiff to unconsented and intentional invasions of
2 her right to be free from offensive and harmful physical contact.

3 79. Defendant Ecolab knew of the harassment based on Plaintiff's complaints, failed to
4 take immediate and appropriate corrective action, and instead retaliated against her.

5 80. Defendants' harassing and discriminatory conduct was a substantial factor in
6 causing Plaintiff harm, namely that Plaintiff was forced to suffer, among other injuries, lost wages
7 and other compensation benefits, physical and emotional distress, nervousness, humiliation,
8 depression, anguish, embarrassment, fright, shock, pain, discomfort and anxiety, and other
9 pecuniary loss, thus causing Plaintiff damages in an amount according to proof at trial, in excess of
10 the minimum for unlimited jurisdiction of this Court. Also, and pursuant to California Government
11 Code section 12965(c)(6), Plaintiff is entitled to reasonable attorney's fees and costs of suit.

12 81. In addition, because the wrongful acts were carried out by Defendants, managing
13 agents, and/or encouraged, assisted, ordered, and/or ratified by Defendants, Defendants exhibited a
14 deliberate disregard for the rights and safety of Plaintiff and their conduct constituted oppression,
15 fraud, or malice. Accordingly, Plaintiff is entitled to punitive damages, pursuant to California Civil
16 Code section 3294, so as to punish Defendants and deter them from similar conduct in the future.

17 **THIRD CAUSE OF ACTION**

18 **Failure to Prevent Harassment and Discrimination in Violation of FEHA**

19 **[Cal. Gov. Code § 12940(k)]**

20 **(Against Ecolab and DOES 1-20)**

21 82. Plaintiff hereby incorporates by reference all the allegations contained in the
22 preceding paragraphs of this complaint, as though fully set forth herein.

23 83. At all times herein relevant to this Complaint, Plaintiff was an employee of
24 Defendants and covered by the FEHA.

25 84. California Government Code section 12940(k) makes it an unlawful employment
26 practice for an employer to "fail to take all reasonable steps to prevent discrimination . . . from
27 occurring."
28

1 85. While working for Defendants, Plaintiff was subjected to sexual harassment and
2 discrimination based on her sex at the hands of Defendant Shumakov, including but not limited to
3 Defendant Shumakov:

- 4 i. Sending Plaintiff an unsolicited, sexually suggestive photograph of himself
5 via text message;
- 6 ii. Directing offensive and sexual comments toward Plaintiff, including
7 references to having viewed her in a sexual manner at a prior work gathering
8 and expressing unsolicited romantic feelings for her;
- 9 iii. Entering Plaintiff's office and making unwanted physical contact with her
10 body by touching her stomach without her consent; and
- 11 iv. Engaging in a pattern of conduct following Plaintiff's complaint, including
12 contacting coworkers to gather information about her report, that further
13 contributed to a hostile and abusive work environment.

14 86. Plaintiff was shocked and dismayed at Defendant Shumakov's behavior which was
15 unwanted, offensive, and humiliating. This unlawful, harassing and discriminatory conduct was so
16 severe and pervasive that it altered the conditions of Plaintiff's employment and created an abusive
17 work environment. Defendant Shumakov subjected Plaintiff to unconsented and intentional
18 invasions of her right to be free from offensive and harmful physical contact.

19 87. Defendant Ecolab knew of the harassment based on Plaintiff's complaints, but failed
20 to take immediate and appropriate corrective action and/or ratified the harassment.

21 88. Defendants violated California Government Code section 12940(k) by, among other
22 things, allowing its employee, Defendant Shumakov to subject Plaintiff to harassing and
23 discriminatory conduct because of her sex. Plaintiff is informed and believes and based thereon
24 alleges that Defendants failed to take reasonable steps in order to prevent discrimination in the
25 workplace.

26 89. Defendants' failure to prevent harassment and discrimination was a substantial
27 factor in causing Plaintiff harm, namely that Plaintiff was forced to suffer, among other injuries,
28 lost wages and other compensation benefits, physical and emotional distress, including

1 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort and
2 anxiety, and other pecuniary loss, thus causing Plaintiff damages in an amount according to proof
3 at trial, in excess of the minimum for unlimited jurisdiction of this Court. Pursuant to California
4 Government Code section 12965(c)(6), Plaintiff is further entitled to reasonable attorney's fees and
5 costs of suit.

6 90. In addition, because the wrongful acts were carried out by Defendants, managing
7 agents, and/or encouraged, assisted, ordered, and/or ratified by Defendants, Defendants exhibited a
8 deliberate disregard for the rights and safety of Plaintiff and their conduct constituted oppression,
9 fraud, or malice. Accordingly, Plaintiff is entitled to punitive damages, pursuant to California Civil
10 Code section 3294, so as to punish Defendants and deter them from similar conduct in the future.

11 **FOURTH CAUSE OF ACTION**

12 **Retaliation in Violation of FEHA**

13 **[Cal. Gov. Code § 12940(h)]**

14 **(Against Defendant Ecolab and DOES 1-20)**

15 91. Plaintiff hereby incorporates by reference all the allegations contained in the
16 preceding paragraphs of this Complaint, as though fully set forth herein.

17 92. At all times relevant to this Complaint, Plaintiff was an employee of Ecolab and
18 covered by the FEHA.

19 93. California Government Code section 12940(h) further provides that it is an unlawful
20 employment practice "[f]or any employer...to discharge, expel, or otherwise discriminate against
21 any person because the person has opposed any practices forbidden under this part or because the
22 person has filed a complaint, testified, or assisted in any proceeding under this part."

23 94. California Government Code section 12940(a) provides that it is an unlawful
24 employment practice "[f]or an employer, because of the...sex, gender...of any person,
25 to...discharge the person from employment...or to discriminate against the person in compensation
26 or in terms, conditions, or privileges of employment."

27 95. Plaintiff engaged in acts protected by section 12940(h) by, among other things,
28 opposing sexual harassment by her co-worker, Defendant Shumakov, and reporting his unlawful

1 actions. During her employment, Plaintiff complained to her supervisors and Human Resources.
2 Upon information and belief, no action was taken in response to Plaintiff's complaints.

3 96. Despite her complaints, Defendant Shumakov continued his inappropriate behavior
4 and Plaintiff was forced to continue working with him, which led to Plaintiff's constructive
5 termination. Defendant Ecolab, Inc. retaliated against Plaintiff by failing to properly investigate her
6 complaints and failing to remediate the harassment.

7 97. Additionally, in retaliation for Plaintiff's complaints, her supervisor, Hilda,
8 approached her at work in a loud and critical manner, abruptly accusing her of making numerous
9 errors and stripping her of certain job responsibilities. This retaliatory conduct occurred
10 immediately after Plaintiff engaged in protected activity and marked the first time Plaintiff had
11 ever received such criticism in the course of her employment.

12 98. Defendants' retaliatory conduct was a substantial factor in causing Plaintiff harm,
13 namely that Plaintiff was forced to suffer, among other injuries, lost wages and other compensation
14 benefits, physical and emotional distress including nervousness, humiliation, depression, anguish,
15 embarrassment, fright, shock, pain, discomfort and anxiety, and other pecuniary loss, thus causing
16 Plaintiff damages in an amount according to proof at trial, in excess of the minimum for unlimited
17 jurisdiction of this Court. Also, and pursuant to California Government Code section 12965(c)(6),
18 Plaintiff is entitled to reasonable attorney's fees and costs of suit.

19 99. In addition, and because the wrongful acts were carried out by Defendants'
20 employees and managing agents, and encouraged or assisted by Defendants, Defendants acted with
21 oppressive, fraudulent, or malicious intent, and exhibited a deliberate disregard for the rights and
22 safety of Plaintiff in that they constructively terminated Plaintiff due to her protected conduct.
23 Accordingly, Plaintiff is entitled to punitive damages, pursuant to California Civil Code section
24 3294, so as to punish Defendants and deter them from similar conduct in the future.

25 **FIFTH CAUSE OF ACTION**

26 **Constructive Termination in Violation of Public Policy**

27 **(Against Defendant Ecolab and DOES 1-20)**

1 100. Plaintiff hereby incorporates by reference all the allegations contained in the
2 preceding paragraphs of this complaint, as though fully set forth herein.

3 101. At all times relevant to this Complaint, Plaintiff was employed by Defendant
4 Ecolab, Inc.

5 102. Article I, Section 8 of the California Constitution and Government Code Section
6 12920, et seq., and 12940, et seq., outline that discrimination and harassment based upon sex
7 and/or gender is contrary to the public policy of the State of California.

8 103. California Government Code § 12940, et seq., makes it unlawful and against public
9 policy for an employer to discharge any person from employment or from a training program
10 leading to employment, or to discriminate against the person in compensation or in terms,
11 conditions, or privileges of employment on the basis of that person's sex and/or gender and/or
12 opposition to harassment based on sex/gender.

13 104. Plaintiff was forced to resign from her employment with Defendants because she
14 could not tolerate the sexual harassment and hostile work environment perpetuated by Defendants.
15 Defendants permitted working conditions of harassment based upon sex to exist that were so
16 intolerable that a reasonable person in Plaintiff's position would have had no reasonable alternative
17 except to resign from.

18 105. The conduct described in this Complaint violates the following statutes that affect
19 society at large:

20 (a) California Government Code § 12900 et seq.;

21 (b) California Government Code section 12940(a) provides that it is an unlawful
22 employment practice "[f]or an employer, because of the race, religious creed, color,
23 national origin, ancestry, physical disability, mental disability, medical condition,
24 genetic information, marital status, sex, gender, gender identity, gender expression,
25 age, sexual orientation, or military and veteran status of any person, to refuse to hire
26 or employ the person or to refuse to select the person for a training program leading
27 to employment, or to bar or to discharge the person from employment or from a
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training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment."

(c) Article I Section 8 of the California Constitution which prohibits discriminatory employment discharges; and

(d) California Government Code § 12950, pursuant to the Fair Employment and Housing Act, which sets forth the duty on employers such as Defendants to provide training and education for supervisors, the contents of the training and education, and employers liability for failure to do so.

106. As a direct and proximate result of the aforementioned adverse employment actions, including but not limited to, the harassment against Plaintiff, retaliation and Plaintiff's wrongful constructive termination, Plaintiff has sustained and continues to sustain substantial damages in amounts according to proof at trial. Plaintiff has suffered severe emotional distress and has necessarily expended sums in the treatment of such injuries, all to Plaintiff's damage in an amount to be ascertained at the time of trial.

107. As a further proximate result of the acts of Defendants, Plaintiff will necessarily continue to expend sums in the future for the treatment of the physical, emotional and mental injuries sustained by Plaintiff as a result of Defendants' acts, in an amount to be ascertained at the time of trial.

108. The above-described acts of Defendants, and each of them, were willful, intentional, and malicious and done with the intent to vex, injure and annoy Plaintiff; and were done in conscious disregard of Plaintiff's rights, and, thus, warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said Defendants and to deter others from engaging in similar despicable conduct.

SIXTH CAUSE OF ACTION

Recovery of Unpaid Minimum Wages [Lab. Code §§ 1194, 1197]

(Against Defendants Ecolab and DOES 1-20)

109. Plaintiff hereby incorporates by reference all the allegations contained in the preceding paragraphs of this complaint, as though fully set forth herein.

1 110. At all relevant times, Plaintiff and other Class Members were employees covered by
2 Labor Code section 1194 and the applicable Industrial Wage Order.

3 111. At all times relevant to this Complaint, Plaintiff was a non-exempt employee of
4 Defendants entitled to receive, for all hours worked, compensation at no less than the applicable
5 minimum wage as required by California law.

6 112. Throughout her employment, Defendants failed to pay Plaintiff the applicable
7 minimum wage for all hours worked. By requiring, suffering, and/or permitting Plaintiff to work
8 without proper compensation, Defendants violated their obligations under California Labor Code
9 sections 1194 and 1197.

10 113. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in the
11 form of unpaid minimum wages, in an amount to be determined at trial.

12 114. Pursuant to California Labor Code section 1194, Plaintiff is entitled to recover the
13 unpaid balance of the minimum wages due, interest thereon, as well as reasonable attorney's fees
14 and costs of suit.

15 115. Pursuant to California Labor Code section 1194.2, Plaintiff is further entitled to
16 recover liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.

17 **SEVENTH CAUSE OF ACTION**

18 **Recovery of Unpaid Overtime Wages [Lab. Code §§ 510, 1194]**

19 **(Against Defendant Ecolab and DOES 1-20)**

20 116. Plaintiff hereby incorporates by reference all the allegations contained in the
21 preceding paragraphs of this complaint, as though fully set forth herein.

22 117. At all times relevant to this Complaint, Plaintiff was a non-exempt employee of
23 Defendants entitled to receive overtime compensation at the applicable overtime rate for all hours
24 worked in excess of eight (8) hours in a workday, forty (40) hours in a workweek, and/or twelve
25 (12) hours in a workday, as required by California Labor Code section 510.

26 118. At all relevant times, Plaintiff and other Class members were employees covered by
27 Labor Code sections 510, 1194, and the applicable Industrial Wage Order.
28

1 119. Throughout her employment, Defendants required, suffered, and/or permitted
2 Plaintiff to work overtime hours without paying her the applicable overtime premium as required
3 by California law. Defendants' failure to compensate Plaintiff for all overtime hours worked
4 violated California Labor Code sections 510 and 1194.

5 120. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in the
6 form of unpaid overtime wages, in an amount to be determined at trial.

7 121. Pursuant to California Labor Code section 1194, Plaintiff is entitled to recover the
8 unpaid balance of the overtime wages due, interest thereon, and reasonable attorney's fees and costs
9 of suit.

10 **EIGHTH CAUSE OF ACTION**

11 **Failure to Provide Meal Periods [Lab. Code §§ 226.7, 512]**

12 **(Against Defendants Ecolab and DOES 1-20)**

13 122. Plaintiff hereby incorporates by reference all the allegations contained in the
14 preceding paragraphs of this complaint, as though fully set forth herein.

15 123. At all times relevant to this Complaint, California Labor Code section 512 required
16 Defendants to provide Plaintiff with an uninterrupted, duty-free meal period of not less than thirty
17 (30) minutes for each workday on which she worked more than five (5) hours, and a second such
18 meal period for each workday on which she worked more than ten (10) hours.

19 124. At all relevant times, Plaintiff and Class Member were employees covered by Labor
20 Code sections 226.7 and 512, and the applicable Industrial Wage Order.

21 125. Throughout her employment, Defendants failed to provide Plaintiff with legally
22 compliant meal periods as required by California law. Defendants required, suffered, and/or
23 permitted Plaintiff to work through or cut short her meal periods, or otherwise failed to relieve her
24 of all duties for the required period.

25 126. No Class Members, including Plaintiff, are exempt from the meal period
26 requirements of the Employment Laws and Regulations.

27 127. Pursuant to California Labor Code section 226.7, Defendants were required to pay
28 Plaintiff one (1) additional hour of pay at her regular rate of compensation for each workday that a

1 required meal period was not provided in accordance with California law. Defendants failed to
2 provide this premium pay.

3 128. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in the
4 form of unpaid meal period premium wages, in an amount to be determined at trial, together with
5 interest, and is entitled to recover attorney's fees and costs of suit.

6 **NINTH CAUSE OF ACTION**

7 **Failure to Provide Rest Periods [Lab. Code § 226.7]**

8 **(Against Defendant Ecolab and DOES 1-20)**

9 129. Plaintiff hereby incorporates by reference all the allegations contained in the
10 preceding paragraphs of this complaint, as though fully set forth herein.

11 130. At all relevant times, Plaintiff and Class Members were employees covered by
12 Labor Code Sections 226. 7 and 512, and the applicable Industrial Wage Order.

13 131. At all times relevant to this Complaint, applicable California law required
14 Defendants to authorize and permit Plaintiff to take an uninterrupted, duty-free rest period of not
15 less than ten (10) minutes for every four (4) hours worked, or major fraction thereof.

16 132. Throughout her employment, Defendants failed to authorize and permit Plaintiff to
17 take all required rest periods. Defendants required, suffered, and/or permitted Plaintiff to work
18 through required rest periods or otherwise failed to authorize and provide legally compliant rest
19 periods.

20 133. Pursuant to California Labor Code section 226.7, Defendants were required to pay
21 Plaintiff one (1) additional hour of pay at her regular rate of compensation for each workday that a
22 required rest period was not authorized and permitted in accordance with California law.
23 Defendants failed to provide this premium pay.

24 134. No Class Members, including Plaintiff, are exempt from the rest period
25 requirements of the Employment Laws and Regulations.

26 135. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in the
27 form of unpaid rest period premium wages, in an amount to be determined at trial, together with
28 interest, and is entitled to recover attorney's fees and costs of suit.

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141. California Labor Code section 2802 requires an employer to indemnify its employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties, or of the employee's obedience to the directions of the employer.

142. Throughout her employment, Defendants required Plaintiff to incur necessary business-related expenses in the course and scope of performing her job duties, including but not limited to expenses for [travel, mobile phone use, equipment, supplies, and/or other items necessary to perform her work], all for the benefit of Defendants.

143. Defendants failed and refused to fully reimburse Plaintiff for these necessary business expenses as required by California Labor Code section 2802, thereby requiring Plaintiff to bear costs that were the legal obligation of Defendants.

144. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in the amount of unreimbursed business expenses, together with interest thereon from the date each expense was incurred and is entitled to recover attorney's fees and costs of suit pursuant to California Labor Code section 2802(c).

TWELFTH CAUSE OF ACTION

Waiting Time Penalties [Lab. Code §§ 201-203]

(Against Defendant Ecolab and DOES 1-20)

145. Plaintiff hereby incorporates by reference all the allegations contained in the preceding paragraphs of this complaint, as though fully set forth herein.

146. California Labor Code sections 201 and 202 require an employer to pay an employee all wages earned and unpaid at the time of the employee's discharge or resignation. Where an employee is discharged, wages are due immediately. Where an employee resigns with at least 72 hours' notice, wages are due at the time of resignation. Where an employee resigns with less than 72 hours' notice, wages are due within 72 hours of resignation.

147. On or around February 10, 2026, Plaintiff's employment with Defendants ended. At the time of Plaintiff's separation, Defendants failed to pay Plaintiff all wages due and owing,

1 including but not limited to unpaid minimum wages, overtime wages, and meal and rest period
2 premium pay.

3 148. Defendants' failure to timely pay all wages due was willful within the meaning of
4 California Labor Code section 203. Accordingly, Plaintiff is entitled to waiting time penalties equal
5 to her daily rate of pay for each day the wages remain unpaid, up to a maximum of thirty (30) days,
6 in an amount to be determined at trial.

7 **THIRTEENTH CAUSE OF ACTION**

8 **Unfair Competition [Bus. & Prof. Code §§ 17200 et seq.]**

9 **(Against Defendant Ecolab and DOES 1-20)**

10 149. Plaintiff hereby incorporates by reference all the allegations contained in the
11 preceding paragraphs of this complaint, as though fully set forth herein.

12 150. California Business and Professions Code section 17200 prohibits "any unlawful,
13 unfair or fraudulent business act or practice." The statute's coverage is broad and embraces
14 violations of other laws.

15 151. As set forth herein, Defendants engaged in unlawful, unfair, and/or fraudulent
16 business practices by, among other things: (a) failing to pay Plaintiff the applicable minimum wage
17 for all hours worked; (b) failing to pay Plaintiff overtime wages for all overtime hours worked; (c)
18 failing to provide Plaintiff with legally required meal periods and failing to pay the applicable meal
19 period premium pay; (d) failing to provide Plaintiff with legally required rest periods and failing to
20 pay the applicable rest period premium pay; (e) failing to provide Plaintiff with accurate, itemized
21 wage statements; (f) failing to indemnify Plaintiff for necessary business expenses; and (g) failing
22 to timely pay all wages due upon separation of employment.

23 152. Each of the above-described business practices is independently unlawful because
24 each violates one or more provisions of the California Labor Code, as set forth herein. Each such
25 practice also constitutes an "unfair" business practice because it offends established public policy
26 and is immoral, unethical, oppressive, and unscrupulous, and the harm to Plaintiff outweighs any
27 utility of Defendants' conduct.
28

1 153. As a result of Defendants' unlawful and unfair business practices, Plaintiff has
2 suffered injury in fact and lost money or property. Plaintiff seeks restitution of all wages and other
3 monies wrongfully withheld by Defendants, as well as injunctive relief and any other relief that this
4 Court deems appropriate, pursuant to California Business and Professions Code section 17203.

5 **FOURTEENTH CAUSE OF ACTION**

6 **Representative Claims**

7 **The Private Attorneys General Act – Labor Code §§ 2698 *et seq.***

8 **(Against Defendant Ecolab and DOES 1-20)**

9 154. Plaintiff incorporates by reference and re-alleges each and every allegation
10 contained above, as though fully set forth herein.

11 155. On or about March 5, 2026, Plaintiff complied with notice requirements pursuant to
12 Labor Code section 2699.3. A copy of the notice was electronically submitted to the LWDA and
13 a copy was also mailed via certified mail to Defendants indicating that they were on notice of the
14 claims alleged here and that the notice requirement has been satisfied. More than sixty-five days
15 have passed and the LWDA has not indicated intent to investigate the claims and Defendants did
16 not provide notice of an attempt to cure any of the alleged violations. Therefore, Plaintiff may
17 proceed with this action in a representative capacity. The substance and violations set forth in this
18 Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this
19 PAGA Representative Action Complaint to the LWDA.

20 156. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
21 Plaintiff brings this cause of action on behalf the general public and all non-exempt aggrieved
22 employees, acting on behalf of the California Attorney General as private attorney general.
23 Plaintiff does not bring an individual claim against her former employer, only a PAGA action for
24 herself and other employees of the company. Plaintiff is not suing in her individual capacity but
25 rather proceeding herein solely under the PAGA, on behalf of the State of California for all
26 aggrieved employees, including herself and other aggrieved employees.

27 157. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties due
28 and owing for which Defendants are liable due to numerous Labor Code violations as set forth in

1 this Complaint, including without limitation, Labor Code section 201-203, 204, 218, 218.5, 218.6,
2 226, 266.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, 2802(a) and
3 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section
4 11000 *et. seq.*

5 158. At all times relevant, Plaintiff and all other aggrieved employees regularly
6 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
7 rest break requirements of the applicable IWC wage order and the Labor Code.

8 159. Defendants violated Labor Code sections 510, 558, and 1194 by failing to
9 accurately pay overtime wages as discussed above due to Defendants' unlawful off the clock
10 policy and failure to pay all hours worked in excess of eight hours in a day and/or 40 hours in a
11 workweek. Therefore, Defendants violated sections 510, 558 and 1194 by not compensating its
12 Non- Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
13 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
14 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
15 (8) hours in a day or forty (40) hours in a work week.

16 160. Defendants also violated Labor Codes sections 200, 1194, and 1197 for failing to
17 pay minimum wages as described above. Labor Code §1197 provides that employees are to be
18 paid minimum wage for each hour worked and cannot be averaged and/or payment of a lesser
19 wage than the established is unlawful.

20 161. Defendants violated Labor Code sections 512 and 226.7 for failing to provide
21 timely, uninterrupted meal periods and requiring unlawful on-duty meal periods, or compensation
22 in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ an employee for a
23 work period of more than five (5) hours without providing a meal break of not less than thirty (30)
24 minutes in which the employee is relieved of all of his or her duties.

25 162. Defendants failed to provide Plaintiff and all other aggrieved employees
26 uninterrupted duty-free first meal periods of not less than thirty (30) minutes. Defendants
27 implemented and enforced policies and practices which required employees to work during their
28 meal periods, to forego their meal periods, and/or to return to work from meal periods prior to

1 thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiff
2 and all other Aggrieved Employees have been damaged in an amount according to proof at time of
3 trial.

4 163. Plaintiff, and on information and belief, all aggrieved employees, were
5 systematically not permitted or authorized to take one ten-minute rest period for every four hours
6 worked or major fraction thereof, which is a violation of the Labor Code and the applicable IWC
7 Wage Order. On shifts where Plaintiff and aggrieved employees worked in excess of three and a
8 half hours, they were routinely not permitted or authorized to take lawful rest periods. Plaintiff,
9 and on information and belief, aggrieved employees, were not compensated with one hour of
10 wages for every day in which a rest period was missed, untimely or cut short as a result of
11 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
12 rest period for every four hours or major fraction thereof worked per day, and by failing to provide
13 compensation for such unprovided rest periods as alleged above, Defendants willfully violated the
14 provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

15 164. Defendants failed to reimburse Plaintiff and other similarly aggrieved employees for
16 all necessary expenditures required by Defendants, including but not limited to cellular phone
17 expenses and mileage reimbursements for work-related travel, in violation of Labor Code section
18 2802.

19 165. On information and belief, Defendants failed to provide accurate itemized wage
20 statements pursuant to Labor Code section 226 which failed to include, all hours worked,
21 including off the clock, overtime and the accurate overtime rate, and the lawful meal and rest
22 period premiums earned, which are due and owing to Plaintiff and the aggrieved employees. As a
23 result, Plaintiff and Aggrieved Employees were harmed as they are unable to determine if they
24 were appropriately compensated for all hours worked.

25 166. On information and belief, Defendants failed to maintain accurate records as
26 required by Labor Code section 1174.5.

1 167. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
2 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
3 worked.

4 168. Plaintiff and the Representative Aggrieved Employees are entitled to recover
5 Penalties and attorneys' fees and costs under Labor Code sections 2698, *et seq.*
6

7 **WHEREFORE**, Plaintiff prays for judgment as set forth below:

8 **1. ON THE FIRST CAUSE OF ACTION:**

- 9 a. For general damages, according to proof;
10 b. For special damages, according to proof;
11 c. For compensatory and consequential damages, according to proof;
12 d. For punitive damages according to proof;
13 e. For reasonable attorney's fees incurred in this action;
14 f. For costs of suit incurred in this action; and
15 g. For such other and further relief as the Court deems proper and just.

16 **2. ON THE SECOND CAUSE OF ACTION:**

- 17 a. For general damages, according to proof;
18 b. For special damages, according to proof;
19 c. For compensatory and consequential damages, according to proof;
20 d. For punitive damages according to proof;
21 e. For reasonable attorney's fees incurred in this action;
22 f. For costs of suit incurred in this action; and
23 g. For such other and further relief as the Court deems proper and just.

24 **3. ON THE THIRD CAUSE OF ACTION:**

- 25 a. For general damages, according to proof;
26 b. For special damages, according to proof;
27 c. For compensatory and consequential damages, according to proof;
28 d. For punitive damages according to proof;

- e. For reasonable attorney's fees incurred in this action;
- f. For costs of suit incurred in this action; and
- g. For such other and further relief as the Court deems proper and just.

4. ON THE FOURTH CAUSE OF ACTION:

- a. For general damages, according to proof;
- b. For special damages, according to proof;
- c. For compensatory and consequential damages, according to proof;
- d. For punitive damages according to proof;
- e. For reasonable attorney's fees incurred in this action;
- f. For costs of suit incurred in this action; and
- g. For such other and further relief as the Court deems proper and just.

5. ON THE FIFTH CAUSE OF ACTION:

- a. For general damages, according to proof;
- b. For special damages, according to proof;
- c. For compensatory and consequential damages, according to proof;
- d. For punitive damages according to proof;
- e. For costs of suit incurred in this action; and
- f. For such other and further relief as the Court deems proper and just.

6. ON THE SIXTH CAUSE OF ACTION:

- a. For unpaid minimum wages, according to proof;
- b. For liquidated damages pursuant to Labor Code section 1194.2, according to proof;
- c. For interest on all amounts owed;
- d. For reasonable attorney's fees incurred in this action;
- e. For costs of suit incurred in this action; and
- f. For such other and further relief as the Court deems proper and just.

7. ON THE SEVENTH CAUSE OF ACTION:

- a. For unpaid overtime wages, according to proof;

- b. For interest on all amounts owed;
- c. For reasonable attorney's fee incurred in this action;
- d. For costs of suit incurred in this action; and
- e. For such other and further relief as the Court deems proper and just.

8. ON THE EIGHTH CAUSE OF ACTION:

- a. For meal period premium pay pursuant to Labor Code section 226.7, according to proof;
- b. For interest on all amounts owed;
- c. For reasonable attorney's fees incurred in this action;
- d. For costs of suit incurred in this action; and
- e. For such other and further relief as the Court deems proper and just.

9. ON THE NINTH CAUSE OF ACTION:

- a. For the rest period premium pay pursuant to Labor Code sections 226.7, according to proof;
- b. For interest on all amounts owed;
- c. For reasonable attorney's fees incurred in this actions;
- d. For costs of suit in this action; and
- e. For such other and further relief as the Court deems proper and just.

10. ON THE TENTH CAUSE OF ACTION:

- a. For statutory damages pursuant to Labor Code section 226€, according to proof;
- b. For actual damages, according to proof;
- c. For reasonable attorney's fees incurred in this action;
- d. For costs of suit incurred in this action; and
- e. For such other and further relief as the Court deems proper and just.

11. ON THE ELEVENTH CAUSE OF ACTION:

- a. For unreimbursed business expenses, according to proof;
- b. For interest on all amounts owed from the date each expense was incurred;
- c. For reasonable attorney's fees incurred in this action;

- d. For costs of suit incurred in this action; and
e. For such other and further relief as the Court deems proper and just.

12. ON THE TWELFTH CAUSE OF ACTION:

- a. For waiting time penalties pursuant to Labor Code section 203, according to proof;
b. For costs of suit incurred in this action; and
c. For such other and further relief as the Court deems proper and just.

13. ON THE THIRTEENTH CAUSE OF ACTION:

- a. For restitution of all monies wrongfully withheld by Defendants, according to proof;
b. For injunctive relief prohibiting Defendants from continuing the unlawful business practices alleged herein;
c. For costs of suit incurred in this action; and
d. For such other and further relief as the Court deems proper and just.

14. ON THE FOURTEENTH CAUSE OF ACTION:

- a. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
b. For reasonable attorneys' fees and costs; and
c. For such other and further relief as the Court deems proper.

Dated: June 30, 2026

MAKAREM & ASSOCIATES APLC

By: *Britland Kenworthy*
Britland Kenworthy, Esq.
Attorney for Plaintiff
EVANGELINE MATHENY

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DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands trial by jury of all causes of action.

Dated: June 30, 2026

MAKAREM & ASSOCIATES APLC

By: *Britland Kenworthy*
Britland Kenworthy, Esq.
Attorney for Plaintiff
EVANGELINE MATHENY