Fawn F. Bekam (SBN 307312)
fawn@abramsonlabor.com
Jacquelyn Silva (SBN 342302)
jackie.silva@abramsonlabor.com
Desiree Ruiz Alfaro (SBN 351819)
desiree.ruizalfaro@abramsonlabor.com
ABRAMSON LABOR GROUP
1700 W Burbank Blvd
Burbank, CA 91506
Telephone: (213) 493-6300
Facsimile: (213) 336-3704

Attorneys for Plaintiff Susana Braxton

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Superior Court of California
County of San Bernardino
Rancho Cucamonga District
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By: Gabriela F., DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

SUSANA BRAXTON, individually,

Plaintiff,

v.

ONTARIO NISSAN, INC.; PUENTE HILLS AUTOMOTIVE SERVICES, INC.; MONTCLAIR AUTOMOTIVE SERVICES, INC.; FONTANA AUTOMOTIVE SERVICES, INC.; LOMA LINDA AUTOMOTIVE SERVICES, LLC; FONTANA AUTOMOTIVE SERVICES EAST, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVRS2603898

Assigned for all purposes to:
Hon. Kory Mathewson, Dept. R12

FIRST AMENDED COMPLAINT FOR:

1. Sexual Harassment;
2. Sex Discrimination;
3. Retaliation;
4. Failure to Prevent Harassment;
5. Wrongful Termination in Violation of Public Policy
6. Failure to Pay Wages;
7. Unlawful Deductions from Wages;
8. Failure to Provide Meal Periods;
9. Failure to Permit Rest Periods;
10. Failure to Indemnify Necessary Expenditures;
11. Failure to Provide Accurate Itemized Wage Statements;

12. Failure to Pay All Wages Due Upon Separation of Employment; and

13. Private Attorneys General Act of 2004.

Plaintiff Susana Braxton ("Plaintiff") brings this Complaint against Defendants Ontario Nissan, Inc., Puente Hills Automotive Services, Inc., Montclair Automotive Services, Inc., Fontana Automotive Services, Inc., Loma Linda Automotive Services, LLC, Fontana Automotive Services East, Inc., and DOES 1 through 50, inclusive (collectively, "Defendants") and alleges as follows:

PARTIES, VENUE, AND GENERAL ALLEGATIONS

1. Plaintiff is and was an individual residing in Los Angeles County, California.

2. Pursuant to California Code of Civil Procedure § 395(a), venue is proper in the above-entitled Court because all of the facts giving rise to the causes of action herein arose in the county of San Bernardino, California.

3. Plaintiff is informed and believes, and thereon alleges that Defendants are corporations with their principal place of business located at 9440 Autoplex Drive, Montclair, California 92408.

4. Plaintiff is informed and believes and thereon alleges that Defendant Ontario Nissan, Inc. is and continues to be a company that employs 5 or more employees in San Bernardino County, California and was and is an employed covered by the Labor Code, Fair Employment and Housing Act ("FEHA"), and the California Government Code.

5. The true names and capacities, whether corporate, agent, individual, or otherwise of DOES 1 through 50 are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings referred to herein and thereby proximately caused injuries and damages to Plaintiff as alleged herein. Plaintiff will seek leave of Court to amend this Complaint to show their true names and capacities when they are ascertained.

6. At all times herein, DOES 1 through 50 were the agents, representatives, employees, successors, and/or assigns of Defendants and were acting within the course and scope of their authority as such agents, representatives, employees, successors, and/or assigns.

7. Plaintiff is informed and believes and thereon alleges that all times herein, Defendants are and were corporations, business entities, individuals, and partnerships, licensed to

do business and actually doing business in the State of California, thereby subjecting them to the Labor Code, FEHA, and the Government Code.

8. Plaintiff is informed and believes and thereon alleges that at all relevant times, each defendant, whether named or fictious, was an alter ego with respect to each other, was a dual employer of Plaintiff's and was the agent, representative, employee, successor, and/or assign of the other defendants and, in participating in the acts alleged in this Complaint, acted within the course and scope of such agency or employment or ratified the acts of the other.

9. Plaintiff is informed and believes that Defendants committed other wrongful acts or omissions of which Plaintiff is presently unaware. Plaintiff shall conduct discovery to identify said wrongful acts and will seek leave of Court to amend this Complaint to add said acts upon discovery.

FACTS COMMON TO ALL CAUSES OF ACTION

10. Plaintiff worked for Defendants as a non-exempt salesperson from approximately June 2025 to approximately December 2025.

11. Plaintiff was sexually harassed by another employee, Raj Bartia, when he forcefully rubbed his genitals against her.

12. Plaintiff immediately lodged a complaint about the sexual harassment with Defendants. However, Plaintiff is informed and believes that no investigation was conducted nor was proper corrective action taken against Mr. Bartia.

13. Shortly after Plaintiff complained to Defendants, Defendants retaliated against Plaintiff by writing her up for purported performance issues because Plaintiff was not selling enough cars. Plaintiff is informed and believes that other employees were selling at similar volume to Plaintiff and were not written up nor terminated.

14. During the relevant time period, Defendants knew that Plaintiff was entitled to compensation for all hours worked. However, Defendants failed to pay Plaintiff all wages for all hours worked due to Defendants' policy and practice of failing to correctly calculate the regular rate of pay when Plaintiff earned overtime, bonuses, and commissions. As a result, Defendants failed to pay Plaintiff for all wages in violation of the Labor Code and applicable IWC Wage Order.

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15. During the relevant time period, Defendants knew that Plaintiff and Class Member were entitled to all earned wages without unlawful deductions. However, Defendants deducted amounts paid as meal period premiums and rest period pay from Plaintiff's wages in violation of the Labor Code.

16. During the relevant time period, Defendants knew that Plaintiff was entitled to receive 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked or payment of meal period premiums at their regular rate of pay in lieu thereof. However, Defendants failed to provide Plaintiff with 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked and failed to pay meal period premiums at his regular rate of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order.

17. During the relevant time period, Defendants knew that Plaintiff was entitled to receive 10-minute, duty-free rest periods for every 4 hours worked or major fraction thereof or payment of rest period premiums at their regular rate of pay in lieu thereof. However, Defendants failed to permit Plaintiff to take 10-minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof and failed to pay rest period premiums at his regular rate of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order. Further, Defendants made payments to Plaintiff for rest and recovery periods in an amount less than the minimum wage and in an amount less than Plaintiff's regular rate of pay.

18. During the relevant time period, Defendants knew that Plaintiff was entitled to indemnification of all necessary expenditures or losses incurred in direct consequence of the discharge of Plaintiff's duties. However, Defendants made it necessary for Plaintiff to use her personal cell phone to clock in and out for work, and Defendants failed to indemnify for these necessary expenditures in violation of the Labor Code.

19. During the relevant time period, Defendants knew that Plaintiff was entitled to itemized wage statements that accurately showed, *inter alia*, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. However, due to Defendants' failure to pay all wages and Defendants' failure to provide meal and rest periods or meal and rest period

premiums in lieu thereof, Defendants failed to provide accurate itemized wage statements in violation of the Labor Code.

20. During the relevant time period, Defendants knew that Plaintiff was entitled to timely payment of wages due during employment and upon separation of employment. In fact, Defendants routinely paid wages due more than 7 days after the close of the pay period. In violation of the Labor Code, Plaintiff did not receive payment of all wages within the required time periods.

21. Plaintiff has exhausted his administrative remedies by timely filing a complaint of discrimination concerning the claims alleged herein with the California Civil Rights Department ("CCRD"). The CCRD issued its Right to Sue Notice on April 14, 2026, authorizing this lawsuit and Plaintiff timely filed this action within the prescribed period subsequent to issuance of the Right to Sue Notice.

FIRST CAUSE OF ACTION

SEXUAL HARASSMENT

(Violation of Government Code §§ 12923(b) and 12940(j))

22. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

23. At all times herein mentioned, Government Code §§ 12940(j) was in full force and effect and was binding on Defendants. Government Code § 12940(j) provides that it is unlawful employment practice to harass an employee on the basis of her sex/gender.

24. Government Code § 12923(b) provides that a single incident of harassing conduct is sufficient to create a hostile work environment if the harassing conduct has unreasonably interfered with plaintiff's work performance or created an intimidating, hostile, or offensive working environment.

25. Defendants are strictly liable for harassment committed by their agents or supervisors. *State Dept. of Health Services v. Superior Court*, 31 Cal.4th 1026, 1034 (2003). Defendants are also liable for harassment committed by employees who are not agents or supervisors if the employer, or its agents or supervisors, knows or should have known about the

conduct and failed to take "immediate and appropriate corrective action." Cal. Gov. Code § 12940(j)(1).

26. Plaintiff was subjected to harassing conduct through a hostile work environment in whole or in part on the basis of Plaintiff's sex/gender in violation of Government Code §§ 12940(j) and 12923.

27. As a proximate result of Defendants' wrongful conduct, Plaintiff sustained and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at trial.

28. As a proximate result of Defendants' willful, knowing, and intentional misconduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, anxiety, and mental pain and anguish, all to her damage in a sum according to proof at trial.

29. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code §12965(b), Plaintiff is entitled to recover reasonable attorneys' fees and costs, including expert costs, in an amount according to proof at trial.

30. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against Defendants.

SECOND CAUSE OF ACTION

SEX DISCRIMINATION

(Violation of Government Code § 12940(a)

31. Plaintiff hereby re-alleges and incorporates by reference all allegations above as though fully set forth herein.

32. At all times herein mentioned, Government Code § 12940(a) was in full force and effect and was binding on Defendants. Government Code § 12940(a) provides that it is an unlawful employment practice for an employer to discriminate against an employee on the basis of the employee's sex/gender.

33. Plaintiff was subjected to unwanted discrimination because of her sex/gender. This discrimination was conducted by Defendants, who created an environment that, among other

things, tolerated and encouraged discrimination based on sex/gender, thereby materially and negatively impacting the terms and conditions of Plaintiff's employment.

34. As a proximate result of Defendants' wrongful conduct, Plaintiff sustained and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at trial.

35. As a proximate result of Defendants' willful, knowing, and intentional misconduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, anxiety, and mental pain and anguish, all to her damage in a sum according to proof at trial.

36. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code §12965(b), Plaintiff is entitled to recover reasonable attorneys' fees and costs, including expert costs, in an amount according to proof at trial.

37. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against Defendants.

THIRD CAUSE OF ACTION

RETLIATION

(Violation of Government Code § 12940(h)

38. Plaintiff hereby re-alleges and incorporates by reference all allegations above as though fully set forth herein.

39. At all times herein mentioned, Government Code § 12940(h) was in full force and effect and was binding on Defendants. Government Code §12940(h) makes it unlawful for an employer to retaliate against an employee on the basis of sex and for engaging in protected activities, such as reporting sexual harassment.

40. As alleged herein, Plaintiff engaged in a protected activity by, *inter alia*, being a woman, reporting/filing complaints regarding sexual harassment, and opposing sexually harassing conduct by Defendants' employees.

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41. Defendants retaliated against Plaintiff by subjecting to her adverse employment actions, including but not limited to altering the terms and conditions of her employment, issuing write ups, and ultimately terminating her employment.

42. As a proximate result of Defendants' wrongful conduct, Plaintiff sustained and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at trial.

43. As a proximate result of Defendants' willful, knowing, and intentional misconduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, anxiety, and mental pain and anguish, all to her damage in a sum according to proof at trial.

44. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code §12965(b), Plaintiff is entitled to recover reasonable attorneys' fees and costs, including expert costs, in an amount according to proof at trial.

45. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against Defendants.

FOURTH CAUSE OF ACTION

FAILURE TO PREVENT SEXUAL HARASSMENT

(Violation of Government Code § 12940(k))

46. Plaintiff hereby re-alleges and incorporates by reference all allegations above as though fully set forth herein.

47. At all times herein mentioned, Government Code § 12940(k) was in full force and effect and was binding on Defendants. Government Code § 12940(k) provides that it is an unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent harassment from occurring.

48. During the course of Plaintiff's employment, Defendants failed to prevent their employees from engaging in intentional actions that resulted in Plaintiff being subjected to sexual harassment and a hostile work environment.

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49. As a proximate result of Defendants' wrongful conduct, Plaintiff sustained and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at trial.

50. As a proximate result of Defendants' willful, knowing, and intentional misconduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, anxiety, and mental pain and anguish, all to her damage in a sum according to proof at trial.

51. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code §12965(b), Plaintiff is entitled to recover reasonable attorneys' fees and costs, including expert costs, in an amount according to proof at trial.

52. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against Defendants.

FIFTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Violation of California Common Law)

53. Plaintiff hereby re-alleges and incorporates by reference all allegations above as though fully set forth herein.

54. Defendants' discharge of Plaintiff's employment violates fundamental principles of public policy, including public policies against terminating employees for unlawful purposes, including on account of an employee's sex, gender, reporting sexual harassment, opposing sexual harassment, and exercising rights under the laws and Constitution of the State of California.

55. In doing the acts alleged herein, Defendants deprived Plaintiff of prospective career and employment opportunities, as well as other benefits, by failing to perform their duties to administer all state and local laws, procedures, and regulations.

56. As a proximate result of Defendants' willful, knowing, and intentional misconduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, anxiety, and mental pain and anguish, all to her damage in a sum according to proof at trial.

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57. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against Defendants.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES

(Violation of Labor Code §§ 510, 1194, 1194.2, 1197, & 1198; Violation of IWC Wage Order §§ 3, 4, and 5)

58. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

59. During the relevant time period, Defendants were required to compensate Plaintiff for all hours worked pursuant to Labor Code §§ 200, *et seq.*, 510, 1182.12, 1194, 1194.2, 1197, and 1198, and the applicable IWC Wage Order.

60. Labor Code § 510 provides that employees must be paid overtime compensation at 1 ½ times their regular rate of pay for hours worked in excess of 8 hours in a day, 40 hours in a week, and for the first 8 hours worked on the 7th day of work.

61. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful

62. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to employ individuals without compensating them at a rate of pay either 1 ½ times or 2 times the individual's regular rate of pay, depending on the number of hours worked by the individual on a daily or weekly basis.

63. Pursuant to Labor Code §§ 510 and 1194, Defendants were required to compensate Plaintiff for all overtime hours worked, calculated at 1 ½ times their regular rate of pay for all hours worked in excess of 8 hours per workday, 40 hours per workweek, and for the first 8 hours on the 7th consecutive workday, and 2 times their regular rate of pay for all hours after 12 in a workday and for all hours over 8 worked on the 7th day of any workweek.

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64. During the relevant time period, Defendants failed to pay Plaintiff all wages owed when Defendants did not pay for all hours worked at the correct rate of pay.

65. In violation of the Labor Code, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiff for all wages earned and all hours worked, including work performed in workweeks in which they did not qualify for any overtime compensation.

66. During the relevant time period, Defendants regularly failed to pay all wages to Plaintiff for all hours worked in violation of the Labor Code and the applicable IWC Wage Order.

67. Defendants' failure to pay Plaintiff overtime and double-time compensation violates Labor Code §§ 510 and 1198.

68. As a direct and proximate result of Defendants' failure to pay Plaintiff the required wages, Plaintiff is entitled to recover the unpaid balance of his wages, including minimum, regular, and overtime wages, as well as interest, costs, and attorneys' fees.

69. Pursuant to Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SEVENTH CAUSE OF ACTION

UNLAWFUL DEDUCTIONS FROM WAGES

(Violation of Labor Code § 221)

70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

71. Labor Code § 221 prohibits employers from collecting or receiving any part of wages paid to employees. Labor Code § 224 only permits deductions from wages when required or permitted to do so by state or federal law, when a deduction is expressly authorized in writing by an employee to cover insurance premiums, benefit plan contributions, or other deductions not amounting to a rebate on an employee's wages, or when a deduction to cover health, welfare, or pension contributions is expressly authorized by a wage or collective bargaining agreement.

72. During the relevant time period, Defendants made deductions from Plaintiff's wages in violation of the Labor Code.

73. As a result of Defendants' improper deductions from Plaintiff's wages, Plaintiff is entitled to recover the unpaid balance of her wages, including minimum, regular, and overtime compensation, as well as interest, costs, and attorneys' fees.

74. Pursuant to Labor Code § 1194.2, Plaintiff is also entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

EIGHTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 & 512; Violation of IWC Wage Order § 11)

75. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

76. Labor Code § 226.7 prohibits employers from requiring an employee to work during any meal period mandated by the IWC Wage Orders.

77. Section 11 of the applicable IWC Wage Order provides, "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

78. Labor Code § 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes, except that if the total work period per day of the employee is not more than 6 hours, the meal period may be waived by mutual consent of both the employer and the employee.

79. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

80. During the relevant time period, Plaintiff did not receive compliant meal periods for every 5 hours worked because his meal periods were missed, late, short, interrupted, and/or he was

not permitted to take a second meal period.

81. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require an employer to pay an employee an additional hour of pay at the employee's regular rate of pay for each workday that a compliant meal period is not provided.

82. During the relevant time period, Defendants failed to pay Plaintiff meal period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

83. As a result of Defendants' failure to pay Plaintiff an additional hour of pay for each day a compliant meal period was not provided, Plaintiff suffered and continues to suffer a loss of wages and compensation.

NINTH CAUSE OF ACTION

FAILURE TO PERMIT REST PERIODS

(Violation of Labor Code §§ 226.2 & 226.7; Violation of IWC Wage Order § 12)

84. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

85. Labor Code § 226.2 provides that employees compensated on a piece-rate basis during a pay period shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation at a regularly hourly rate that is no less than their average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods.

86. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

87. Section 12 of the applicable IWC Wage Order states "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period[,]" and the "[a]uthorized rest period time shall be based on the total hours worked daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof[,]" unless the total time worked is less than 3 ½ hours.

88. During the relevant time period, Plaintiff did not receive a 10-minute rest period for every 4 hours or major fraction thereof worked because he was required to work through his rest periods and/or was not authorized to take his rest periods.

89. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee an additional hour of pay at the employee's regular rate of compensation for each day that a compliant rest period is not provided.

90. During the relevant time period, Defendants failed to pay Plaintiff rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

91. As a result of Defendants' failure to pay Plaintiff an additional hour of pay for each day a compliant rest period was not provided, Plaintiff suffered and continues to suffer a loss of wages and compensation.

TENTH CAUSE OF ACTION

FAILURE TO INDEMNIFY NECESSARY EXPENDITURES

(Violation of Labor Code § 2802)

92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

93. Labor Code § 2802 requires employers to indemnify their employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

94. During the relevant time period, Defendants made it necessary for Plaintiff to incur expenditures or losses in direct consequence of the discharge of her duties, without indemnifying Plaintiff in violation of Labor Code § 2802.

95. In committing the violations alleged herein, Defendants have willfully and intentionally failed to indemnify Plaintiff for necessary expenditures or losses. As a direct result, Plaintiff has suffered and continues to suffer substantial losses, including the use and enjoyment of her compensation, expenses, and attorneys' fees.

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ELEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

96. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

97. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

98. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours worked at each hourly rate by Plaintiff.

99. As a result of Defendants' knowing and intentional failure to comply with Labor Code § 226(a), Plaintiff has suffered injury and damage to his statutory rights. Plaintiff is deemed to suffer an injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiff was denied both his legal right to receive, and his protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In addition, because Defendants failed to provide accurate rates of pay on wage statements, Defendants prevented Plaintiff from determining if all hours worked were paid at the appropriate rate and the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff

would not have had to engage in these efforts and incur these costs had Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiff's ability to demand and recover underpayment of wages from Defendants.

100. Plaintiff is entitled to recover from Defendants the greater of all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or $50.00 for the initial pay period in which a violation occurred and $100.00 per employee for each violation in subsequent pay periods in an amount not exceeding $4,000.00, plus attorneys' fees and costs.

101. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff from knowing, understanding, and disputing the wages paid to them and resulted in a unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff has suffered an injury, in the exact amount of damages and/or penalties to be shown according to proof at trial.

TWELFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT

(Violation of Labor Code §§ 201 and 203)

102. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

103. Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

104. Labor Code § 203 provides that if an employer willfully fails to pay wages in accordance with Labor Code § 201 to any employee who is discharged, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but not for more than 30 days.

105. During the relevant time period, Defendants willfully failed to pay Plaintiff her earned wages upon termination.

106. Defendants' failure to pay Plaintiff all his earned wages within the required time limits at the time of discharge is in violation of Labor Code §§ 201, 203.

107. Plaintiff is entitled to recover from Defendants the statutory penalties set forth in

Labor Code § 203.

THIRTEENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Labor Code §§ 2698, *et seq.*)

108. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

109. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees against whom a violation of the same code provision was committed pursuant to the procedures specified in Section 2699.3.

110. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35% to the aggrieved employees.

111. Plaintiff and all other non-exempt, hourly-paid, or commission-paid employees currently or formerly employed by Defendants in California at any time from April 13, 2025 to the present are "aggrieved employees" as defined in Labor Code § 2699(c).

112. Defendants' conduct, as alleged herein, violates numerous Labor Code sections, including the following:

(a) Making unlawful deductions from Plaintiff's and other aggrieved employees' wages in violation of Labor Code § 221;

(b) Failing to pay Plaintiff and other aggrieved employees for rest and recovery periods at the correct rate in violation of Labor Code § 226.2;

(c) Prohibiting Plaintiff and other aggrieved employees from discussing wages in violation of Labor Code § 232; and

(d) Failing to indemnify necessary expenses in violation of Labor Code § 2802.

113. Plaintiff personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to her Private Attorneys General Act of 2004 ("PAGA") notice.

114. Plaintiff has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff's own behalf and on behalf of all other aggrieved employees under PAGA.

115. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

116. Plaintiff is entitled to recover attorneys' fees pursuant to Labor Code §§ 218.5 and 2699(k)(1).

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For general damages and special damages in an amount according to proof at trial;

2. For compensatory damages according to proof at trial, including past and future loss of earnings and other employment benefits, costs of seeking other employment, and for damages for emotional distress, humiliation, and mental anguish;

3. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, necessary business expenditures or losses, benefits, and penalties;

4. For economic and/or special damages in an amount according to proof at trial;

5. For liquidated damages pursuant to § 1194.2;

6. For civil penalties pursuant to PAGA;

7. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

8. For interest at the legal rate from the date of injury or pursuant to Code of Civil Procedure § 3287;

9. For all damages and penalties available for violations of FEHA;

10. For an award of attorneys' fees pursuant to Government Code § 12965(b), Labor Code §§ 226(e), 1194, 2699(k)(1), and 2802, and any other applicable provisions of California statutory and common law;

11. For costs of suit incurred;

12. For punitive and exemplary damages according to proof at trial; and

13. For such other relief as the Court deems just and proper.

Dated: November 16, 2026

ABRAMSON LABOR GROUP

By: _____

Fawn F. Bekam
Jacquelyn Silva
Desiree Ruiz Alfaro
Attorneys for Plaintiff Susana Braxton