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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LUZ BAUTISTA,

Plaintiff,

vs.

EASTWESTPROTO, INC. dba LIFELINE
AMBULANCE; and DOES 1 to 25,
inclusive,

Defendants.

) CASE NO: **24STCV03807**

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **7) FAILURE TO GIVE REST BREAKS;**
) **8) FAILURE TO GIVE MEAL BREAKS**
) **9) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **10) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **11) FAILURE TO PROVIDE**
) **PERSONNEL RECORDS;**
) **12) FAILURE TO PROVIDE PAY**
) **RECORDS;**
) **13) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 1102.5;**
) **14) WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY;**
) **15) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTIONS 6310 &**
) **6311;**

1) **16) VIOLATION OF CALIFORNIA**
2) **BUSINESS AND PROFESSIONS**
3) **CODE SECTION 17200.**
4) **DEMAND FOR JURY TRIAL**
5)

6 COMES NOW Plaintiff, LUZ BAUTISTA (hereinafter "Plaintiff"), and alleges as
7 follows:

8 **PARTIES, JURISDICTION, VENUE**

9 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
10 County of Los Angeles in this judicial district because Defendants EASTWESTPROTO, INC.
11 dba LIFELINE AMBULANCE; and DOES 1 to 25, inclusive do business in the County of Los
12 Angeles and because Defendants' obligations and liabilities arise therein, and because the work
13 that was performed by Plaintiff in the County of Los Angeles is the subject of this action.

14 2. Moreover, Plaintiff's damages sought herein exceed \$35,000.

15 3. Plaintiff is a female resident of the State of California.

16 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
17 EASTWESTPROTO, INC. dba LIFELINE AMBULANCE is a California corporation, doing
18 business in Los Angeles County, California, and which employed Plaintiff.
19

20 5. EASTWESTPROTO, INC. dba LIFELINE AMBULANCE are collectively referred to
21 herein as "LIFELINE" or "Defendant(s)".

22 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
23 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
24 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
25 defendants, numbers 1 to 25, reside in the State of California and are in some manner
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1 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
2 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
3 and capacities of these fictitiously named defendants.

4 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
5 that information and belief, alleges that at all times herein mentioned, each of the remaining
6 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
7 under the authority of their agency, employment, or representative capacity, with the consent
8 of his/her codefendants.
9

10 **GENERAL ALLEGATIONS**

11 8. Plaintiff started working for LIFELINE in approximately 2022 as an EMT and
12 was wrongfully terminated in November 2023. Plaintiff was classified as hourly, non-exempt
13 employee. Plaintiff's hourly rate was \$20.50 per hour.

14 9. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
15 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
16 Security Services USA, Inc., an onsite security provider. After about a year of employment,
17 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
18 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
19 termination of employment and weekly payment of wages to temporary employees. The trial
20 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
21 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
22 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
23 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
24 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
25 PAGA representative to sue for violations that the representative has personally suffered. The
26 PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves
27 and others. The statute also states that an "aggrieved employee" is "any person who was
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1 employed by the alleged violator and against whom one or more of the alleged violations was
2 committed.” Because at least one of the violations that Huff had alleged had affected him
3 personally, the Court of Appeal denied Securitas’ motion.

4 10. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
5 other employees, it allows for suits broader than the specific violations the named employee
6 experienced. Therefore, even if the employee did not personally experience the Labor Code
7 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
8 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
9 other employees, including ALL hourly, non-exempt employees, irrespective of job title,
10 whether dispatchers, drivers, EMTs, or other positions.

11 11. LIFELINE has committed the following labor code violations against Plaintiff and
12 other similarly situated aggrieved employees, including all hourly, non-exempt employees who
13 worked for LIFELINE at any of their California locations during the applicable PAGA period:

14 12. LIFELINE did not provide Plaintiff and other similarly situated aggrieved employees
15 with the minimum wages to which they were entitled for all work performed and as such did
16 not compensate Plaintiff and others for all hours worked at the minimum wage rate pursuant to
17 California Labor Code sections 1194, 1197 and 1197.1. This is so because the company had a
18 policy and practice of rounding down work hours to the detriment of employees, resulting in
19 time shaving and minimum wage violations. As such, Plaintiff and others did not get
20 compensated for all the hours actually worked and did not receive at least the minimum wage
21 for all the hours they worked in contravention of California law. In addition, since Plaintiff and
22 others worked through their meal periods while “off the clock”, the latter would be akin to a
23 minimum wage violation. Furthermore, Plaintiff and others did work “off the clock” in that
24 they performed tasks before clocking in or after clocking out, including preparation work and
25 work related to winding down operations. Furthermore, Plaintiff and others did not receive
26 reporting time pay under California law.

27 13. Due to the above “off the clock” violations and as a matter of company policy and
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1 practice, LIFELINE also violated Labor Code §510 and Industrial Welfare Commission Wage
2 Order 9 because it failed to pay Plaintiff and other similarly situated aggrieved employees the
3 correct overtime. LIFELINE violated Labor Code §510 because it failed to pay Plaintiff and
4 other similarly situated aggrieved employees overtime, even though they worked more than 8
5 hours per day, over 12 hours per day and/or 40 hours per week throughout their employment.
6 This is so because LIFELINE did not factor in Plaintiff's and others' "off the clock" work as
7 described above in compensating her for all overtime hours worked. For instance, since Plaintiff
8 continuously worked through her lunch while she was "off the clock", the latter would actually
9 be considered overtime hours on most days. Since Plaintiff did not receive any compensation
10 whatsoever for this time, it would be considered BOTH a minimum wage violation AND an
11 overtime violation. Plaintiff and other similarly situated aggrieved employees worked more than
12 8 hours per day, over 12 hours per day, and/or 40 hours per week, however, they were not
13 correctly and accurately compensated for their overtime hours, either at a rate of one-and-a-half
14 times their regular rate of pay for hours worked above 8 hours per day but less than 12 hours per
15 day and double time for hours worked above 12 in a given day.

16 14. In addition, LIFELINE did not include bonuses and/or incentive payments in calculating
17 employees' true regular rate of pay for purposes of deciphering their correct overtime rate of
18 pay. Additionally, the incentive and bonus payments were also not factored into Plaintiff's and
19 others' regular rate for purposes of receiving meal and rest break premiums per the Ferra v.
20 Loews case. For instance, Plaintiff and other employees received \$1000 bonuses which were not
21 factored into their regular rate of pay and were certainly not factored into their overtime rate of
22 pay.

23 15. LIFELINE also violated Labor Code § 226.7 and the applicable Industrial Welfare
24 Commission Wage Order no. 9 because it failed to provide Plaintiff and other similarly situated
25 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
26 thereof, throughout their employment. LIFELINE did not completely relieve Plaintiff of all duty
27 during said rest periods. LIFELINE did not pay to Plaintiff one additional hour of pay at
28 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods

1 was not provided. It was not part of the company policy and culture for employees such as
2 Plaintiff and others to consistently take at least two rest breaks, especially due to the continuous
3 work obligations and issues with being short staffed. As such, the culture and environment at
4 LIFELINE did not lend itself to the employees receiving all required statutory breaks wherein
5 they were relieved of all work duties. It was the normal practice and custom of LIFELINE not
6 to authorize, permit, and enforce two timely, uninterrupted statutory rest periods.

7 16. LIFELINE violated Labor Code §§ 512 and 226.7 and the applicable Industrial Welfare
8 Commission Wage Order no. 9 because it failed to provide Plaintiff and other similarly situated
9 aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours
10 of work (and before the fifth hour) throughout their employment, and Plaintiff did not validly
11 waive said meal periods. LIFELINE did not completely relieve Plaintiff of all duties during said
12 meal periods. LIFELINE did not pay to Plaintiff one additional hour of pay at Plaintiff's regular
13 rate of compensation for each workday that one or more statutory meal periods was not provided.
14 Plaintiff and others simply did not receive statutory, timely, and uninterrupted meal periods
15 throughout their employment at LIFELINE. If LIFELINE had Plaintiff sign a meal period
16 waiver, it would not be valid and enforceable since Plaintiff and others generally worked more
17 than a 6-hour shift. If LIFELINE had Plaintiff sign an on-duty meal period agreement wherein
18 Plaintiff agreed to work through the meal periods or stay on the premises during meal periods, it
19 would be invalid and unenforceable because the nature of Plaintiff's job does not and did not
20 prevent her from taking a meal period. Moreover, any such "on duty" meal period agreement did
21 not allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and
22 others did not consistently receive statutory, timely meal periods during their employment. To
23 the extent that LIFELINE argues that employees receive meal break premium pay for missed,
24 short, or interrupted meal periods, that argument is inconsequential for PAGA penalty purposes
25 since the PAGA penalties are for the violations themselves, irrespective of whether an employee
26 received the premium payment for a missed, short, or interrupted meal period. In *Kirby v.*
27 *Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful
28 choice between providing *either* meal and rest breaks *or* an additional hour of pay." *See Kirby v.*

1 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
2 extra hour of pay does not excuse the violation; the employer has still committed a violation even
3 if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
4 2016 WL 1110302 at *4). As such, the work environment and culture at LIFELINE was not
5 conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover,
6 any meal or rest break premiums paid were not compensated at the weighted average regular
7 rate, inclusive of bonuses and/or incentive payments.

8 17. It is also important to note that Plaintiff and others also did not receive a second meal
9 break when they worked shifts of 10 hours or more. In addition, for both meal and rest breaks,
10 even if Plaintiff and others were able to start any type of break, it would often be interrupted by
11 emergency calls and Plaintiff and others were not provided a meal or rest period later in the day
12 to make up for the interrupted breaks in violation of Labor Code Section 887(c). Moreover, if
13 meal or rest breaks were even scheduled, they would be scheduled during the first hour of the
14 shift or in the last hour of the shift, which violates California Labor Code section 886.

15 18. Furthermore, during the relevant time period, and due to the above labor code violations,
16 LIFELINE failed to pay Plaintiff and other similarly situated aggrieved employees all wages due
17 to them within any time period specified by California Labor Code section 204. LIFELINE was
18 also in violation of California Labor Code section 226(a) by failing to include pertinent
19 information on the wage statements, including but not limited to, the correct hourly rate, all hours
20 worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned,
21 premium pay for missed meal and rest breaks, all deductions, the correct start and end of the pay
22 period, all employee identifying information, the correct name and address of the legal employer,
23 and reimbursement for business expenses, among others. As such, LIFELINE did not provide
24 Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized
25 wage statements.

26 19. LIFELINE violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
27 similarly situated aggrieved employees earned and due wages upon separation of employment,
28 either immediately upon involuntary termination, or within 72 hours of resignation. These

1 earned but unpaid wages include the unpaid minimum wages/compensation for all hours worked,
2 overtime, premium pay for missed meal and rest breaks, and business expense reimbursement,
3 among others.

4 20. During the relevant time period, LIFELINE also failed to keep accurate and complete
5 payroll records showing the correct wages paid to Plaintiff and other aggrieved employees
6 pursuant to California Labor Code sections 1174(d).

7 21. Additionally, during the relevant time period, Plaintiff and other aggrieved
8 employees incurred necessary, business-related expenses and costs that were not reimbursed by
9 LIFELINE. These costs include, but are not limited to, uniforms and use of personal cell
10 phones/equipment for work purposes. Accordingly, LIFELINE was in violation of California
11 Labor Code sections 2800 and 2802.

12 22. In addition, Plaintiff would have individual claims against LIFELINE for wrongful
13 termination in violation of public policy and retaliation under Labor Code sections 1102.5 and
14 6310 as Plaintiff was terminated due to complaints about safety violations/issues at the
15 workplace. In fact, Plaintiff had posted reviews talking about the safety complaints and those
16 reviews were brought up to her during her termination from employment.

17
18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

20 **(California Industrial Welfare Commission Order 9-2001, California Code of**
21 **Regulations Title 8 Section 11090, and California Labor Code Section 1198)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 23. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.

25 24. At all times relevant herein, Defendants were required to compensate their employees
26 for all hours worked upon reporting for work at the appointed time stated by the employer
27 pursuant to Industrial Welfare Commission Order 9-2001, California Code of Regulations,
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1 Title 8, Section 11090.

2 25. For the three (3) years preceding filing of this action, Defendants failed to compensate
3 Plaintiff for all hours worked.

4 26. Under the aforementioned wage order and regulations, Plaintiff is to recover
5 compensation for all hours worked but not paid by Defendants for the three (3) years
6 preceding the filing of this Complaint.

7 27. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
8 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
9 this Court.

10 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
11 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
12 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
13 reasonable attorney's fees and costs of suit.

14 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
16 amount known to Plaintiff once she has obtained all of her payroll records from
17 Defendants.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGES**

20 **(California Labor Code Sections 1194, 1194.2, 1197)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

24 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
25 to suffer or permit a California employee to work without paying wages at the minimum wage
26 rate for all hours worked as required by the applicable Industrial Welfare Commission
27 (hereinafter "IWC") Wage Order No. 9-2001, codified at California Code of
28

1 Regulations, Title 8, Section 11090, subdivision 4.

2 32. Pursuant to IWC Wage Order no. 9-2001, subdivision 2(H), at all relevant
3 times, “hours worked” included “the time during which an employee is subject to the control of
4 an employer, and includes all the time the employee is suffered or permitted to work, whether
5 or not required to do so...”

6 33. During her employment, Plaintiff was regularly required as a matter of uniform
7 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
8 was paid less than the minimum wage rate by Defendants for hours worked in violation of
9 California Labor Code Section 1197 and the applicable California Industrial Wage
10 Commission wage order(s).

11 34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
12 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
13 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
14 to believe that their acts or omissions were not contrary to California law.

15 35. For all hours worked by Plaintiff for which she was paid less than the minimum wage
16 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
17 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
18 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
19 Plaintiff is also entitled to attorney’s fees, costs and interests according to proof.

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

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME**

25 **(California Industrial Welfare Commission Order 9-2001, California Code of**
26 **Regulations Title 8 Section 11090; California Labor Code Section 510)**

27 **(Plaintiff against all named defendants and all DOE defendants)**

28 37. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

2 38. Pursuant to Industrial Welfare Commission Order No. 9-2001, Cal. Code of
3 Regs., Title 8, Section 11090, for the period of Plaintiff's employment, Defendants were
4 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
5 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
6 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
7 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
8 week.

9 39. Plaintiff was a non-exempt employee entitled to the protections of the California
10 Industrial Welfare Commission Order No. 9-2001, California Code of Regulations,
11 Title 8, Section 11090.

12 40. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
13 single workday or forty (40) hours in a single workweek on numerous occasions.

14 41. Plaintiff was entitled to the above overtime premiums.

15 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times
16 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
17 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
18 twelve (12) in a day.

19 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
20 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

21 44. Plaintiff worked at least one pay period in which she was not properly paid overtime
22 within the three (3) years prior to the initiation of this lawsuit.

23 45. Defendants know or should know the actual dates of overtime worked, the amount of
24 overtime worked, and the amount of unpaid overtime due.

25 46. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
26 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
27 Court.
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1 47. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
2 Regulations, Title 8, Sections 11090, Plaintiff is entitled to recover damages for the
3 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
4 reasonable attorney's fees and costs of suit.

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

8
9 **FOURTH CAUSE OF ACTION**

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

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

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 49. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 48, inclusive, of this Complaint as though fully set forth herein.

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

17 51. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
18 accurately reflected all information required by Labor Code Section 226, including but not
19 limited to, gross wages earned, including overtime, and premium pay for missed meal and rest
20 breaks, net wages earned, total hours worked by the employee, and all deductions. Therefore,
21 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
22 accordance with California Labor Code Section 226(a).

23 52. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
24 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
25 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
26 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
27 reasonable attorney's fees.
28

1 53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
2 sustained damages, including loss of earnings, in an amount to be established at trial.

3 54. As a further direct and proximate result of Defendants' unlawful conduct, as set forth
4 herein, Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well
5 as costs and attorney's fees pursuant to statute.

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

9 **FIFTH CAUSE OF ACTION**

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

11 **(California Labor Code Sections 201, 203)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 56. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 55, inclusive, of this Complaint as though fully set forth herein.

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

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

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

25 60. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
26 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.
27
28

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

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

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

11 **SIXTH CAUSE OF ACTION**

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

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

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 64. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

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

19 66. At all times relevant during the liability period, and based on the allegations above,
20 Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by
21 California Labor Code Section 204.

22 67. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
23 informed, believes, and thereon alleges, that all times relevant during the liability period,
24 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
25 including overtime hours, the minimum wage, and premium pay for missed meal and rest
26 breaks.

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

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

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO GIVE REST BREAKS**

9 **(Plaintiff against all named defendants and all DOE defendants)**

10 70. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

12 71. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 13 a. Title 8 of the California Code of Regulations Sections 11090(12)(A), which
14 provides that every employer shall authorize and permit all employees to take rest
15 periods, which insofar as practicable shall be in the middle of each work period.
16 The authorized rest period time shall be based on the total hours worked daily at the
17 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
18
19 b. Title 8 of the California Code of Regulations Sections 11090(12)(B), which
20 provides that if an employer fails to provide an employee a rest period in
21 accordance with the applicable provisions of this order, the employer shall pay the
22 employee one (1) hour of pay at employee's regular rate of compensation for each
23 workday that the rest period is not provided;
24
25 c. Title 8 of the California Code of Regulations sections 11090(20)(A), which
26 penalizes the employer \$50.00 for each initial violation, per employee, of any
27 provision of the Wage Order, and \$100.00 for each additional violation thereafter
28

per employee; and

- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

72. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

73. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

74. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

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

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

76. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

1 77. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 2 a. California Labor Code section 512(a), which requires that employees be given a 30-
- 3 minute uninterrupted meal break after five (5) hours of work, and a second
- 4 uninterrupted meal break after ten (10) hours of work;
- 5 b. California Labor Code section 226.7, which states that (a) no employer shall require
- 6 any employee to work during any meal period mandated by an applicable order of
- 7 the Industrial Welfare Commission, and (b) if any employer fails to provide an
- 8 employee a meal period in accordance with an applicable order of the Industrial
- 9 Welfare Commission, the employer shall pay the employee one (1) additional hour
- 10 of pay at the employee's regular rate of compensation for each workday that the
- 11 meal period is not provided;
- 12 c. California Industrial Welfare Commission Order No. 9 section 11(B), as codified
- 13 under Title 8 of the California Code of Regulations Section 11090, which states that
- 14 if an employer fails to provide an employee a meal period in accordance with the
- 15 applicable provisions of the Wage Order, the employer shall pay the employee one
- 16 (1) hour of pay at the employee's regular rate of compensation for each workday
- 17 that the meal period is not provided;
- 18 d. California Industrial Welfare Commission Wage Order No. 9 Section 7(A)(3), as
- 19 codified under Title 8 of the California Code of Regulations Section 11090, which
- 20 requires an employer to maintain records documenting its employees' meal periods;
- 21 e. California Industrial Welfare Commission wage order No. 9 Section 20(A), as
- 22 codified under California Code of Regulations Section 11090, which penalizes the
- 23 employer \$50.00 for each initial violation, per employee, of any provision of the
- 24 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
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1 f. California Labor Code section 1171 and 1173, which have given the California
2 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 9)
3 as enforceable law.

4 78. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
5 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
6 to take a second relieved meal break after ten (10) hours of work, as required by California
7 law. California Labor Code section 512(a) and California Industrial Welfare Commission
8 Order No. 9, as codified under California Code of Regulations Section 11090 et. seq. requires
9 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
10 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
11 work duty. California Labor Code section 226.7 provides that employers may not require their
12 employees to work through their meal periods. California Labor Code section 226.7 and
13 California Code of Regulations section 11090 requires that if the employer fails to provide the
14 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
15 of pay for each workday that the meal period is not given.
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18 79. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
19 regulations, and wage orders alleged in this cause of action along with any allowable interest,
20 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
21 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

22 80. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
23 fees as well as interest under Labor Code section 218.6.

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

27 ///

1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

3 **(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

4 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 81, inclusive, of this Complaint as thought fully set forth herein.

6 83. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
7 employee for all necessary expenditures or losses incurred by the employee in direct
8 consequence of the discharge of his or her duties.”

9 84. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
10 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
11 of completing her job duties, which were not reimbursed by Defendant. These expenses
12 include, but are not limited to, uniforms and use of personal cell phones/equipment for work
13 purposes.

14 85. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
15 and attorney’s fees and costs, under Labor Code section 2802.

16 **TENTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
19 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1,**
20 **1198, 2802)**

21 **(Plaintiff against All Named Defendants and all DOE defendants)**

22 86. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 85, inclusive, of this Complaint as though fully set forth herein.

24 87. Plaintiff has complied with the procedures for bringing suit specified in California
25 Labor Code § 2699.3. By letter dated November 29, 2023, Plaintiff gave written notice by
26 certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of
27 the specific provisions of the California Labor Code alleged to have been violated, including the
28 facts and theories to support the alleged violations.

88. Pursuant to California Labor code section 2699.3, no response was received from

1 the LWDA within 65 days of the postmark date of the above-alleged letter.

2 89. Plaintiff therefore has exhausted all administrative remedies required of her under
3 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
4 cause of action and pursue penalties in a representative action for Defendants' violations of the
5 Labor Code.

6 90. Pursuant to California Labor Code section 2699, any provisions of the Labor
7 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
8 departments, divisions, commissions, boards, agencies, or employees for violation of the code
9 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
10 on behalf of himself or herself and other current or former employees pursuant to the procedures
11 specified in California Labor Code section 2699.3.

12 91. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
13 violator and had one or more of the alleged violations committed against her, and therefore is
14 properly suited to represent the interests of other current and former employees, including all
15 current and former hourly, non-exempt employees who worked for LIFELINE at all locations in
16 the State of California during the applicable PAGA Period.

17 92. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
18 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
19 numerous provisions of the California Labor Code as alleged in this Complaint.

20 93. Plaintiff therefore has exhausted all administrative remedies required of her under
21 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
22 this cause of action and pursue penalties in a representative action for Defendants' violations of
23 the Labor Code.

24 94. California Labor Code section 2699 et seq. imposes penalties upon culpable
25 Defendants for violating the Labor Code.

26 95. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
27 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
28 seeking individual penalties/victim specific relief or underpaid wages for herself or other

1 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
2 this Complaint for individual wages but is not seeking wages through the PAGA action.

3 96. Specifically, Plaintiff seeks penalties under California Labor Code
4 section 2699, for the following:

5 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
6 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802, and any other Labor
7 Codes/Industrial Welfare Commission Order (No. 9) violated based on the facts alleged in
8 this Complaint.

9 97. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
10 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
11 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
12 limits of this Court.

13 **ELEVENTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE PERSONNEL RECORDS**

15 **(Plaintiff against all named Defendants and all DOE Defendants)**

16 98. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 97, inclusive, of this Complaint as though fully set forth herein.

18 99. Labor Code section 1198.5 dictates "every current and former employee, or his
19 or her representative, has the right to inspect and receive a copy of the personnel records that
20 the employer maintains relating to the employee's performance or to any grievance concerning
21 the employee."

22 100. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
23 employer shall make the contents of those personnel records available for inspection to the
24 current or former employee, or his or her representative, at reasonable intervals and at reasonable
25 times..." On information and belief, Defendants intentionally failed to provide Plaintiff with
26 personnel records when requested by Plaintiff via letter on November 29, 2023, as required by
27 law. Plaintiff requested her personnel records in accordance with California Labor Code section
28 1198.5(k) on November 29, 2023, via U.S. certified mail, return receipt requested.

1 101. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
2 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
3 suffered and continues to suffer substantial losses related to Defendants' failure to provide
4 personnel records.

5 102. Plaintiff seeks all available remedies for Defendants' violations including, but not
6 limited penalties, and costs to the extent permitted by law and according to proof at trial.
7 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
8 amount of \$750.00, along with costs and attorney's fees.

9 **TWELFTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE PAY RECORDS**

11 **(Plaintiff against all named Defendants and all DOE Defendants)**

12 103. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 102, inclusive, of this Complaint as though fully set forth herein.

14 104. Labor Code section 226 sub-section (b) dictates "an employer...shall afford
15 current and former employees the right to inspect or copy records pertaining to their
16 employment, upon reasonable request to the employer..."

17 105. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer
18 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
19 pertaining to a current or former employee shall comply with the request as soon as practicable,
20 but no later than 21 calendar days from the date of the request." On information and belief,
21 Defendants intentionally failed to provide Plaintiff with pay records when requested by Plaintiff
22 via certified letter, return receipt requested, on November 29, 2023, and as required by law.
23 Plaintiff requested her pay records in accordance with California Labor Code section 226 on
24 November 29, 2023, via certified mail. Defendants failed to provide Plaintiff with an opportunity
25 to inspect or copy her pay records within 21 days.

26 106. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered
27 and continues to suffer substantial losses related to Defendants' failure to provide pay records.
28 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
amount of \$750.00, along with costs and attorney's fees.

107. Plaintiff seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

THIRTEENTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5

(Plaintiff against All Named Defendants and all DOE Defendants)

108. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 107, inclusive, of this Complaint as though fully set forth herein.

109. At all times material to this Complaint, California Labor Code § 1102.5 was in effect and binding on Defendants. This section requires Defendants to refrain from retaliating against an employee for refusing to participate in an activity that he/she reasonably believes would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. California Labor Code section 1102.5 also requires Defendants to refrain from retaliating against an employee for disclosing information to a person with authority over the employee if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

110. As mentioned above, Plaintiff complained to Defendants about illegal safety violations at the workplace.

111. Defendants retaliated against Plaintiff for her whistleblowing, as alleged above, all in violation of Labor Code § 1102.5.

112. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

113. Plaintiff requests all available relief under Labor Code § 1102.5 including damages and the imposition of civil penalties of \$10,000 for each violation as well as

1 attorney's fees.

2 **FOURTEENTH CAUSE OF ACTION**

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

4 **(Plaintiff against All Named Defendants and all DOE Defendants)**

5 114. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 113, inclusive, of this Complaint as though fully set forth herein.

7 115. At all times during her employment with Defendant LIFELINE, Plaintiff performed
8 her duties with the utmost diligence and competence.

9 116. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and
10 actions to treat her differently and ultimately terminate her as alleged herein, was motivated
11 by Plaintiff's complaints about safety violation/issues at the workplace. Defendant LIFELINE,
12 intentionally created the aforementioned retaliation, thereby not giving Plaintiff an opportunity
13 to work in an environment free of discrimination and retaliation.

14 117. The employment of Plaintiff was wrongfully terminated on or around November 2023
15 in violation of the fundamental public policy of the State of California with respect to not
16 retaliating against an employee for reporting safety violations. Moreover, Plaintiff was forced
17 to hire an attorney to assist her to end these illegal activities. Said conduct violated statutory
18 and constitutional expressions of public policy including, the California Labor Code
19 sections 1102.5, 6310, and 6311.

20 118. As set forth above, said actions by Defendants were wrongful and in violation of the
21 fundamental principles of the public policy of the State of California as reflected in its laws,
22 objectives and policies. Said statutes and constitutional expressions of public policy include,
23 but are not limited to, California Labor Code sections 1102.5, 6310, and 6311. These laws
24 inure to the benefit of the public at large, and not just the private interests of the employers and
25 employees whom they govern or protect.

26 119. As a direct and proximate result of the aforementioned acts and omissions of
27
28

1 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
2 loss of income (past and future), loss of employment benefits (past and future), general and
3 compensatory damages (past and future), mental pain and anguish and emotional distress (past
4 and future), and will continue to suffer in the future, in an amount to be proved at trial.

5 120. The foregoing conduct engaged in by Defendants and each of their directors, officers
6 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
7 and carried on with a conscious and willful disregard of their workers' right to work in an
8 environment free of retaliation, so as to justify the imposition of punitive damages to punish
9 and set an example of said Defendants.
10

11 **FIFTEENTH CAUSE OF ACTION**

12 **RETALIATION IN VIOLATION OF LABOR CODE SECTIONS 6310 and 6311**

13 **(Plaintiff against All Named Defendants and all DOE defendants)**

14 121. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 120, inclusive, of this Complaint as though fully set forth herein.
16

17 122. Labor Code Section 6310 states, "Any employee who is discharged, threatened with
18 discharge, demoted, suspended, or in any other manner discriminated against in the terms and
19 conditions of employment by his or her employer because the employee has made a bona fide
20 oral or written complaint to the division, other governmental agencies having statutory
21 responsibility for or assisting the division with reference to employee safety or health, his or
22 her employer, or his or her representative, of unsafe working conditions, or work practices, in
23 his or her employment or place of employment, or has participated in an employer-employee
24 occupational health and safety committee, shall be entitled to reinstatement and reimbursement
25 for lost wages and work benefits caused by the acts of the employer."

26 123. Labor Code section 6311 states, "No employee shall be laid off or discharged for
27 refusing to perform work in the performance of which this code, including section 6400, any
28 occupational safety or health standard or any safety order of the division or standards board

1 will be violated, where the violation would create a real and apparent hazard to the employee
2 or his or her fellow employees. Any employee who is laid off or discharged in violation of
3 this section or is otherwise not paid because he or she refused to perform work in the
4 performance of which this code, any occupational safety or health standard or any safety order
5 of the division or standards board will be violated and where the violation would create a real
6 and apparent hazard to the employee or his or her fellow employees shall have a right of action
7 for wages for the time the employee is without work as a result of the layoff or discharge.”

8 124. Defendant violated Labor Code sections 6310 and 6311 by retaliating against Plaintiff
9 for her protected complaints regarding the unsafe workplace conditions and unsafe work
10 practices, and the unhealthy working conditions.

11 125. As a direct and proximate result of the aforementioned acts and omissions of
12 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
13 loss of income (past and future), loss of employment benefits (past and future), general and
14 compensatory damages (past and future), mental pain and anguish and emotional distress (past
15 and future), and will continue to suffer in the future, in an amount to be proved at trial.

16 126. The aforementioned acts of Defendant was willful, wanton, malicious, intentional,
17 oppressive, and despicable and was done in willful and conscious disregard of the rights,
18 welfare, and safety of Plaintiff, and was done by managerial agents and employees of
19 Defendant and DOES 1 to 25, and with the express knowledge, consent, and ratification of
20 managerial agents and employees of Defendant and DOES 1 to 25, thereby justifying the
21 awarding of punitive and exemplary damages in an amount to be determined at the time of
22 trial.

23
24 **SIXTEENTH CAUSE OF ACTION**

25 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

26 **(California Business and Professions Code Section 17200)**

27 **(Plaintiff against All Named Defendants and all DOE Defendants)**
28

1 127. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 126, inclusive, of this Complaint as though fully set forth herein.

3 128. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
4 constitutes unfair and unlawful business practices under California Business and Professions
5 Code Section 17200, et seq.

6 129. Defendant's violations of California labor laws and the Labor Code constitutes a
7 business practice because it was done repeatedly over a significant period of time in a
8 systematic manner that was detrimental to Plaintiff and other hourly non-exempt employees.

9 130. For the four years preceding the filing of this action, Plaintiff has suffered damages
10 and request damages and/or restitution of all monies and profits to be disgorged from
11 Defendants in an amount according to proof at time of trial, but in excess of the
12 jurisdiction of this Court.

13 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
14 follows:

- 15 1. For compensatory damages including lost past and future wages, regular wages,
16 overtime, and all other sums of money, including employment benefits, together with
17 interest on said amounts, and any other economic injury to Plaintiff, up to an amount of
18 **\$250,000;**
- 19 2. For special and consequential damages to Plaintiff in an amount up to **\$150,000;**
- 20 3. For general damages to Plaintiff in an amount up to **\$2,500,000;**
- 21 4. For punitive damages against Defendant in an amount subject to proof at trial;
- 22 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount up
23 to **\$4,000;**
- 24 6. For damages and penalties pursuant to Labor Code Section 203 in an amount up to
25 **\$15,000;**
- 26 7. For damages and penalties pursuant to Labor Code Section 204/210 in an amount up to
27 **\$25,000;**
- 28 8. For damages and penalties pursuant to Labor Code Sections 1198.5 and 226 for failure

- 1 to provide personnel file and pay records in the aggregate amount of **\$1500.00**;
- 2 9. For restitution and disgorgement for all unfair business practices by corporate Defendants
- 3 against Plaintiff in an amount subject to proof at trial;
- 4 10. For an order enjoining corporate Defendants from further unfair and unlawful business
- 5 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 6 11. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 7 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period for an
- 8 amount up to **\$25,000**;
- 9 12. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
- 10 fraction thereof when Plaintiff did not receive a ten (10) minute rest break for an amount
- 11 up to **\$25,000**;
- 12 13. For maximum civil penalties available under the Labor Code and applicable Wage Order
- 13 against Defendant as described more particularly in the Complaint and Representative
- 14 PAGA claim/action up to an amount of **\$100,000** for Plaintiff individually;
- 15 14. For all remedies available to Plaintiff under the applicable Wage Order and the
- 16 Labor Code including an award of attorney's fees, costs, interest, and penalties
- 17 according to proof to the extent permitted by law;
- 18 15. For restitution and/or damages for all amounts unlawfully withheld from the wages of
- 19 Plaintiff, as may be proven;
- 20 16. For the imposition of civil penalties and/or statutory penalties;
- 21 17. For all interest as allowed by law;
- 22 18. For all costs and disbursements incurred in this suit;
- 23 19. Reasonable attorney's fees where available by law, including but not limited to,
- 24 pursuant to the California Labor Code, Code of Civil Procedure section 1021.5, and/or
- 25 other applicable laws; and
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1 20. For such other and further relief as this Court may deem proper.

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3 DATED: February 14, 2024

MESSRELIAN LAW INC.

4
5 By 
6 Harout Messrelian, Esq.
7 Attorneys for Luz Bautista

8 **DEMAND FOR JURY TRIAL**

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

10
11 DATED: February 14, 2024

MESSRELIAN LAW, INC.

12
13 By 
14 Harout Messrelian, Esq.
15 Attorneys for Plaintiff Luz Bautista
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