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ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

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By: Milagros Cortez,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA – UNLIMITED JURISDICTION

MARY LYN TEODORO,

Plaintiff,

vs.

SILVERMAN & LIGHT, INC., a
California Corporation; CHRIS
SILVERMAN, an Individual; CARROLL
BURDETT, an Individual; and DOES 1 –
10, inclusive,

Defendants.

CASE NO: 24CV063449

COMPLAINT FOR:

- (1) Discrimination**
- (2) Failure to Accommodate**
- (3) Failure to Engage in the Interactive Process**
- (4) Retaliation**
- (5) Breach of Contract**
- (6) Failure to Pay Minimum Wages**
- (7) Failure to Pay Overtime Wages**
- (8) Failure to Provide Rest Periods**
- (9) Failure to Provide Meal Periods**
- (10) Failure to Reimburse**
- (11) Failure to Provide Accurate Wage Statements**
- (12) Failure to Pay Wages Due at Termination**
- (13) Private Attorneys General Act**

JURY TRIAL DEMANDED

1 Plaintiff MARY LYN TEODORO complains against Defendants, and each of them,
2 demands a trial by jury of all issues and for all causes of action for which she is entitled, and hereby
3 alleges as follows:

4 INTRODUCTION

5 1. This is an action for Defendants' unlawful discrimination against Plaintiff based on
6 Plaintiff's medical condition and/or physical disability, Defendants' failure to make reasonable
7 accommodations for Plaintiff, Defendants' refusal to engage in a good-faith interactive process to
8 identify reasonable accommodations for Plaintiff's disability, Defendants' retaliation for requesting
9 an accommodation, Defendants' breach of contract, and Defendants' violations of California's wage
10 and hour laws.

11 2. Defendants SILVERMAN & LIGHT, INC. and DOES 1 – 5 discriminated against
12 Plaintiff on the basis of her disability and/or medical condition (Gov. Code § 12940(a)); failed to
13 provide a reasonable accommodation for Plaintiff's known physical disability and/or medical
14 condition (Gov. Code § 12940(m)(1)); failed to engage in a timely, good faith, interactive process
15 with Plaintiff to determine effective reasonable accommodations for her disability and/or medical
16 condition (Gov. Code § 12940(n)); retaliated against Plaintiff for requesting a reasonable
17 accommodation for her disability and/or medical condition (Gov. Code § 12940(m)(2)); breached
18 their contractual obligations to Plaintiff; failed to pay Plaintiff the minimum wage for all hours
19 worked (Lab. Code §§ 1194, 1194.2, 1197, 1197.1; Wage Order No. 4-2001); failed to pay Plaintiff
20 overtime wages (Lab. Code §§ 510, 511, 1194, 1197, 1197.1, 1198, Wage Order No. 4-2001); failed
21 to provide Plaintiff legally mandated rest periods (Lab. Code §§ 226.7, 1198; Wage Order 4-2001);
22 failed to provide Plaintiff legally mandated meal periods (Lab. Code §§ 226.7, 512, 1198; Wage
23 Order 4-2001); failed to reimburse Plaintiff for all necessary expenditures (Lab. Code § 2802); failed
24 to provide Plaintiff accurate itemized wage statements (Lab. Code § 226); and failed to pay Plaintiff
25 all wages due at termination (Lab. Code §§ 201, 203).

26 3. Defendants CHRIS SILVERMAN, CARROLL BURDETT, and DOES 6 – 10, as
27 owners, directors, officers, or managing agents of Defendant SILVERMAN & LIGHT, INC., are
28 jointly and severally liable for Defendants' failure to pay Plaintiff a statutory penalty equal to 30

1 days' of her wages after termination (Lab. Code § 203); Defendants' failure to provide Plaintiff
2 accurate itemized wage statements (Lab. Code § 226); Defendants' failure to provide legally
3 mandated meal and rest periods (Lab. Code § 226.7); Defendants' failure to pay Plaintiff all
4 minimum and overtime wages earned (Lab. Code § 1194); and Defendants' failure to reimburse
5 Plaintiff for all necessary expenses incurred in direct consequence of the discharge of her duties (Lab.
6 Code § 2802).

7 4. Plaintiff in her individual capacity seeks compensatory damages for all harm caused
8 by Defendants' conduct, punitive damages, statutory penalties, declaratory and injunctive relief,
9 attorneys' fees, and reimbursement of costs incurred in prosecuting this action.

10 5. On behalf of the Attorney General of the State of California, Plaintiff seeks civil
11 penalties, attorneys' fees, and reimbursement of costs pursuant to the Private Attorneys General Act.

12 **PARTIES**

13 6. Plaintiff MARY LYN TEODORO ("Plaintiff" or "Ms. Teodoro") was at all times
14 relevant hereto a California resident working for Defendant SILVERMAN & LIGHT, INC. Plaintiff
15 was employed as the office manager from August 1, 2022 through February 15, 2023.

16 7. Defendant SILVERMAN & LIGHT, INC. ("SILVERMAN & LIGHT") is a
17 corporation registered to do business in the State of California. Defendant SILVERMAN & LIGHT
18 regularly employed more than five (5) employees throughout the year preceding the events alleged
19 herein.

20 8. Defendant CHRIS SILVERMAN ("Defendant SILVERMAN") is and was at all times
21 relevant to this action an individual residing in California. Defendant SILVERMAN is the owner of
22 Defendant SILVERMAN & LIGHT and was one of Plaintiff's direct supervisors.

23 9. Defendant CARROLL BURDETT ("Defendant BURDETT") is and was at all times
24 relevant to this action an individual residing in California. Defendant BURDETT is the Chief
25 Financial Officer of Defendant SILVERMAN & LIGHT and was one of Plaintiff's direct
26 supervisors.

27 10. Plaintiff is unaware of the identity of those defendants sued as Does 1 through 10,
28 inclusive, and they are therefore sued under those fictitious names. Plaintiff is informed and believes,

1 and thereon alleges, that she is entitled to the relief requested in this complaint from these Doe
2 defendants and will seek leave of this Court to amend this complaint to reflect these defendants' true
3 names and identities when ascertained.

4 11. Plaintiff is informed and believes and thereon alleges that each of the defendants
5 named herein (collectively, "Defendants") was the agent, employee, or representative of each of the
6 remaining defendants and in doing the things mentioned herein, was acting in the course and scope of
7 such agency and employment. Plaintiff further alleges that in doing the acts or omissions complained
8 of herein, Defendants, and each of them, acted or omitted to act in concert as agents of and/or on
9 behalf of the other defendants named herein.

10 JURISDICTION & VENUE

11 12. This Court has personal jurisdiction over Defendants, and each of them, pursuant to
12 Article 6, section 10 of the California Constitution and section 12965(a)(4) of the California
13 Government Code.

14 13. Jurisdiction is proper before the Superior Court of California because Plaintiff and all
15 Defendants are citizens of, reside in, and/or maintain corporate headquarters in California, and the
16 injuries caused by Defendants that are the subject of this action occurred in California. The amount in
17 controversy in this action exceeds the minimal jurisdictional dollar amount for this Court of unlimited
18 jurisdiction.

19 14. Venue is proper pursuant to Code of Civil Procedure section 395 because Defendant
20 SILVERMAN & LIGHT conducts and conducted substantial business and employed Plaintiff in the
21 County of Alameda, and all Defendants committed the acts and omissions alleged herein in the
22 County of Alameda.

23 INCORPORATION OF ALLEGATIONS

24 15. All of the allegations in this Complaint are hereby incorporated into each cause of
25 action to the extent necessary or useful to clarify and complete each stated cause of action, to avoid
26 repetition and redundancy.

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1 24. After the surgery, Ms. Teodoro's physicians instructed her to avoid strenuous activity,
2 including no heavy lifting of items greater than 20 pounds, for approximately one (1) month. Ms.
3 Teodoro was also instructed to refrain from driving.

4 25. Ms. Teodoro informed her managers of her emergency surgery and the resultant work
5 restrictions ordered by her doctor.

6 26. In December 2022, Ms. Teodoro's physicians extended the restriction on lifting items
7 greater than 20 pounds and also ordered that Ms. Teodoro be permitted to take breaks as needed and
8 to frequently change positions between sitting and standing. Ms. Teodoro informed her managers of
9 her doctors' updated orders.

10 27. In mid-January 2023, Ms. Teodoro suffered another life-threatening medical
11 complication and underwent another emergency surgical procedure on January 20, 2023. After the
12 surgery, Ms. Teodoro's doctors again instructed her to avoid strenuous activity and avoid driving for
13 one (1) month.

14 28. Ms. Teodoro again informed her managers of her surgery and the resultant work
15 restrictions ordered by her doctor.

16 29. Shortly after Ms. Teodoro requested the accommodation in January 2023, Defendants
17 began falsely accusing her of failing to perform her duties and criticizing her for actions taken in
18 compliance with her doctor's orders.

19 30. Despite knowing of the work restrictions placed on Ms. Teodoro, Defendants
20 demanded that she drive to the office to perform tasks such as rebooting the computer system and
21 meeting representatives from a moving company, which were not part of her essential job duties,
22 despite her doctor's order that she avoid driving for one (1) month.

23 31. Defendants also demanded that Ms. Teodoro perform tasks that required strenuous
24 activity and heavy lifting despite her doctor's order that she avoid lifting items over 20 pounds.

25 32. Ms. Teodoro was unable to comply with Defendants' demands because of her physical
26 condition while recovering from surgery and the medical restrictions ordered by her doctor during her
27 recovery.

28 33. At no time during this process did Defendants engage, or attempt to engage, in a

1 discussion or other interactive process with Ms. Teodoro to determine how Ms. Teodoro could
2 perform the essential duties of her job or to identify any reasonable accommodations that would
3 allow her to continue to do so.

4 34. Instead, on February 15, 2023, during a telephone call that Ms. Teodoro believed was
5 scheduled to discuss her workload, Defendants abruptly terminated her.

6 35. Defendants' stated reasons for terminating her were Ms. Teodoro's compliance with
7 her medical restrictions, which Defendants claimed resulted in Ms. Teodoro failing to perform her
8 duties.

9 36. Throughout Ms. Teodoro's employment, Defendants failed to pay Ms. Teodoro the
10 contractual hourly rate of \$40.87 for all hours worked and did not provide the promised monthly auto
11 or cellphone reimbursements that were promised in her offer of employment.

12 37. When Ms. Teodoro was hired, Defendants informed her that she would be working on
13 an alternative workweek plan consisting of nine (9) hours a day, four (4) days per week plus four (4)
14 hours a day on the fifth day, all at her regular hourly rate.

15 38. However, Defendants did not comply with the requirements of California Labor Code
16 section 511 and Wage Order 4-2001 for the legal adoption of an alternative workweek schedule.
17 Despite failing to properly adopt an alternative workweek schedule, Defendants paid Ms. Teodoro at
18 her regular hourly rate of \$40.87 instead of the overtime rate of \$61.31 for the ninth on-the-clock
19 hour she worked four (4) days per week.

20 39. Throughout Ms. Teodoro's employment with Defendants, Ms. Teodoro was regularly
21 contacted for work-related matters outside of regular business hours. This required Ms. Teodoro to
22 communicate with Defendants' employees, customers, and vendors via email and cellphone and
23 through Defendants' computer messaging system outside of regular business hours. Ms. Teodoro was
24 not paid minimum or overtime wages for the work she performed outside of regular business hours.

25 40. Throughout Ms. Teodoro's employment with Defendants, Ms. Teodoro was required
26 to use her personal vehicle and her personal cellphone and computer in the performance of her duties.
27 Defendants failed to reimburse Ms. Teodoro for these expenses, which were incurred in direct
28 consequence of the performance of her duties.

41. Throughout Ms. Teodoro's employment with Defendants, Ms. Teodoro was not permitted to take an uninterrupted 30-minute lunch break when she worked five (5) or more hours because she was repeatedly interrupted by customers, vendors, colleagues, and/or her managers during her lunch breaks.

42. Throughout Ms. Teodoro's employment with Defendants, Ms. Teodoro was not permitted to take an uninterrupted 10-minute rest period for every four (4) hours worked because she was regularly required to perform her job duties or was otherwise interrupted by customers, vendors, colleagues, and/or her managers during her rest periods.

43. Defendants did not pay Ms. Teodoro the required additional one (1) hour of pay at her regular rate of pay for each day in which she was not provided the opportunity to take a meal period or the additional one (1) hour of pay for each day in which she was not provided the opportunity to take one or more rest periods.

44. Throughout Ms. Teodoro's employment with Defendants, Defendants failed to provide wage statements that accurately reflected the hours she worked, the gross wages she earned, the net wages she earned, and her regular and overtime hourly rate. On information and belief, Defendants willfully maintained inaccurate records in order to avoid paying Ms. Teodoro all wages earned and due to her.

45. At the termination of Ms. Teodoro's employment, Defendants knew Ms. Teodoro was owed outstanding wages for off-the-clock work, overtime wages, and premium wages. On information and belief, Defendants willfully failed to pay all outstanding wages earned and due to Ms. Teodoro when they terminated her.

FIRST CAUSE OF ACTION
DISCRIMINATION

(Gov. Code § 12940(a))

(Plaintiff in her Individual Capacity against
Defendants SILVERMAN & LIGHT, INC. and DOES 1 – 5)

46. Pursuant to the California Fair Employment and Housing Act (“FEHA”) (Cal. Gov. Code § 12900, *et seq.*) and its implementing regulations, it is unlawful for an employer to discriminate against an employee in compensation or in the terms, conditions, or privileges of

1 employment on the basis of the employee's physical disability or medical condition.

2 47. As alleged herein and in violation of California Government Code § 12940(a),
3 Defendants discriminated against Plaintiff on the basis of her physical disability and/or medical
4 condition.

5 48. As a direct, foreseeable, and proximate result of Defendants' discrimination against
6 her, Plaintiff has suffered and continues to suffer actual damages including, but not limited to, loss of
7 past earnings and benefits, loss of future earnings, benefits, and employment opportunities, and other
8 pecuniary losses not presently ascertained.

9 49. As a further direct, foreseeable, and proximate result of Defendants' conduct, as
10 alleged herein, Plaintiff suffered and continues to suffer mental and emotional distress, anguish,
11 humiliation, embarrassment, shock, pain, discomfort, and anxiety all to her damage in an amount to
12 be determined at trial.

13 50. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
14 them, by engaging in the acts alleged herein or in authorizing or ratifying such acts, engaged in
15 willful, malicious, intentional, oppressive, and despicable conduct, and acted with willful and
16 conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the award of
17 punitive and exemplary damages in an amount to be determined at trial.

18 51. Plaintiff also seeks a determination of her legal rights and duties in this controversy
19 and a declaration that Defendants' conduct was wrongful and illegal discrimination.

20 52. Plaintiff is also entitled to injunctive relief in the form of an order requiring Defendant
21 SILVERMAN & LIGHT to post a notice on the its website and at all physical locations stating that
22 Defendant SILVERMAN & LIGHT was found by a court of law to have unlawfully discriminated
23 against one or more of its employees on the basis of disability and/or medical condition and an order
24 requiring Defendant SILVERMAN & LIGHT to reinstate Plaintiff to her position as office manager
25 at the promotional level and pay scale she would have achieved at the time of reinstatement if she had
26 not been unlawfully terminated.

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1 53. Plaintiff is further entitled to reasonable attorneys' fees and costs of suit, including
2 expert witness fees, as provided in Government Code § 12965(c)(6).

3 WHEREFORE, Plaintiff prays for relief as set forth herein.

4 **SECOND CAUSE OF ACTION**
5 **FAILURE TO ACCOMMODATE**

6 (Gov. Code § 12940(m))

7 (Plaintiff in her Individual Capacity against
8 Defendants SILVERMAN & LIGHT, INC. and DOES 1 – 5)

9 54. Pursuant to the FEHA and its implementing regulations, it is unlawful for an employer
10 to fail to make reasonable accommodations for an employee with a known physical disability or
11 medical condition.

12 55. As alleged herein and in violation of California Government Code § 12940(m),
13 Defendants failed to make reasonable accommodations for Plaintiff's known physical disability or
14 medical condition.

15 56. As a direct, foreseeable, and proximate result of Defendants' failure to accommodate
16 Plaintiff's disability and/or medical condition, Plaintiff has suffered and continues to suffer actual
17 damages including, but not limited to, loss of past earnings and benefits, loss of future earnings,
18 benefits, and employment opportunities, and other pecuniary losses not presently ascertained.

19 57. As a further direct, foreseeable, and proximate result of the acts and conduct of
20 Defendants, Plaintiff suffered and continues to suffer mental and emotional distress, anguish,
21 humiliation, embarrassment, shock, pain, discomfort, and anxiety, all to her damage in an amount to
22 be determined at trial.

23 58. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
24 them, by engaging in the acts alleged herein or in authorizing or ratifying such acts, engaged in
25 willful, malicious, intentional, oppressive, and despicable conduct, and acted with willful and
26 conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the award of
27 punitive and exemplary damages in an amount to be determined at trial.

28 59. Plaintiff also seeks a determination of her legal rights and duties in this controversy
and a declaration that Defendants' failure to make reasonable accommodations for Plaintiff
constitutes, or was the result of, a wrongful and illegal employment policy or practice.

60. Plaintiff is also entitled to injunctive relief in the form of an order requiring Defendant SILVERMAN & LIGHT to post a notice on the its website and at all physical locations stating that Defendant SILVERMAN & LIGHT was found by a court of law to have unlawfully failed to make reasonable workplace accommodations for an employee with a known physical disability and/or medical condition in violation of the FEHA and an order requiring Defendant SILVERMAN & LIGHT to reinstate Plaintiff to her position as office manager at the promotional level and pay scale she would have achieved at the time of reinstatement if she had not been unlawfully terminated.

61. Plaintiff is further entitled to reasonable attorneys' fees and costs of suit, including expert witness fees, as provided in Government Code § 12965(c)(6).

WHEREFORE, Plaintiff prays for relief as set forth herein.

THIRD CAUSE OF ACTION
FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS

(Gov. Code § 12940(n))

(Plaintiff in her Individual Capacity against
Defendants SILVERMAN & LIGHT, INC. and DOES 1 – 5)

62. Pursuant to the FEHA and its implementing regulations, it is unlawful for an employer to fail to engage in a timely, good-faith, interactive process with an employee to determine whether effective reasonable accommodations are available in response to a request for reasonable accommodation by an employee with a known physical disability or medical condition.

63. As alleged herein, Plaintiff requested reasonable accommodations from Defendants for a known physical disability or medical condition.

64. As alleged herein and in violation of California Government Code § 12940(n), Defendants failed to engage in a timely, good-faith, interactive process with Plaintiff to determine whether reasonable and effective accommodations could be made.

65. As a direct, foreseeable, and proximate result of Defendants' failure to engage in a timely, good-faith, interactive process with Plaintiff, Plaintiff has suffered and continues to suffer actual damages including, but not limited to, loss of past earnings and benefits, loss of future earnings, benefits, and employment opportunities, and other pecuniary losses not presently ascertained.



1 66. As a further direct, foreseeable, and proximate result of Defendants' failure to engage
2 in the interactive process, Plaintiff suffered and continues to suffer mental and emotional distress,
3 anguish, humiliation, embarrassment, shock, pain, discomfort, and anxiety, all to her damage in an
4 amount to be determined at trial.

5 67. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
6 them, by engaging in the acts alleged herein or in authorizing or ratifying such acts, engaged in
7 willful, malicious, intentional, oppressive, and despicable conduct, and acted with willful and
8 conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the award of
9 punitive and exemplary damages in an amount to be determined at trial.

10 68. Plaintiff also seeks a determination of her legal rights and duties in this controversy
11 and a declaration that Defendants' failure to engage in the interactive process with Plaintiff
12 constitutes, or was the result of, a wrongful and illegal employment policy or practice.

13 69. Plaintiff is also entitled to injunctive relief in the form of an order requiring Defendant
14 SILVERMAN & LIGHT to post a notice on the its website and at all physical locations stating that
15 Defendant SILVERMAN & LIGHT was found by a court of law to have unlawfully failed to engage
16 in a good-faith, interactive process to identify reasonable workplace accommodations for an
17 employee known to have a disability or medical condition in violation of the FEHA and an order
18 requiring Defendant SILVERMAN & LIGHT to reinstate Plaintiff to her position as office manager
19 at the promotional level and pay scale she would have achieved at the time of reinstatement if she had
20 not been unlawfully terminated.

21 70. Plaintiff is further entitled to reasonable attorneys' fees and costs of suit, including
22 expert witness costs, as provided in Government Code § 12965(c)(6).

23 WHEREFORE, Plaintiff prays for relief as set forth herein.

24 **FOURTH CAUSE OF ACTION**
25 **RETALIATION**

26 (Gov. Code § 12940(m)(2))

27 (Plaintiff in her Individual Capacity against
28 Defendants SILVERMAN & LIGHT, INC. and DOES 1 – 5)

29 71. Pursuant to the FEHA and its implementing regulations, it is unlawful for an employer
30 to retaliate against an employee for requesting a reasonable accommodation for a known physical

1 disability and/or medical condition.

2 72. As alleged herein and in violation of California Government Code § 12940(m)(2),
3 Defendants retaliated against Plaintiff for requesting a reasonable accommodation due to Plaintiff's
4 physical disability and/or medical condition.

5 73. As a direct, foreseeable, and proximate result of Defendants' failure to engage in a
6 timely, good-faith, interactive process with Plaintiff, Plaintiff has suffered and continues to suffer
7 actual damages including, but not limited to, loss of past earnings and benefits, loss of future
8 earnings, benefits, and employment opportunities, and other pecuniary losses not presently
9 ascertained.

10 74. As a further direct, foreseeable, and proximate result of Defendants' failure to engage
11 in the interactive process, Plaintiff suffered and continues to suffer mental and emotional distress,
12 anguish, humiliation, embarrassment, shock, pain, discomfort, and anxiety, all to her damage in an
13 amount to be determined at trial.

14 75. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
15 them, by engaging in the acts alleged herein or in authorizing or ratifying such acts, engaged in
16 willful, malicious, intentional, oppressive, and despicable conduct, and acted with willful and
17 conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the award of
18 punitive and exemplary damages in an amount to be determined at trial.

19 76. Plaintiff also seeks a determination of her legal rights and duties in this controversy
20 and a declaration that Defendants' retaliation against Plaintiff constitutes, or was the result of, a
21 wrongful and illegal employment policy or practice.

22 77. Plaintiff is also entitled to injunctive relief in the form of an order requiring Defendant
23 SILVERMAN & LIGHT to post a notice on the its website and at all physical locations stating that
24 Defendant SILVERMAN & LIGHT was found by a court of law to have unlawfully retaliated against
25 an employee for requesting a reasonable accommodation due to a known physical disability and/or
26 medical condition in violation of the FEHA and an order requiring Defendant SILVERMAN &
27 LIGHT to reinstate Plaintiff to her position as office manager at the promotional level and pay scale
28 she would have achieved at the time of reinstatement had she not been unlawfully terminated.

78. Plaintiff is further entitled to reasonable attorneys' fees and costs of suit, including expert witness costs, as provided in Government Code § 12965(c)(6).

WHEREFORE, Plaintiff prays for relief as set forth herein.

FIFTH CAUSE OF ACTION **BREACH OF CONTRACT**

(Plaintiff in her Individual Capacity against
Defendants SILVERMAN & LIGHT, INC. and DOES 1 – 5)

79. This cause of action is brought pursuant to the common law and supporting California authorities providing for the enforcement of contracts between parties, whether oral or written.

80. An agreement existed between Plaintiff and Defendants in which the parties agreed that Defendants would pay Plaintiff a monthly auto reimbursement payment of \$200.00 per month and a monthly cellphone reimbursement payment of \$60.00 per month each and every month she was employed.

81. Throughout Plaintiff's employment, Defendants breached their contract with Plaintiff by failing to pay the promised monthly auto reimbursement and the promised monthly cellphone reimbursement to Plaintiff each and every month she was employed.

82. As a result of Defendants' conduct as alleged herein, Plaintiff has suffered damages in an amount equal to the total amount of monthly auto reimbursements and monthly cellphone reimbursements that were unpaid, plus pre-judgment interest in an amount to be determined at trial.

WHEREFORE, Plaintiff prays for relief as set forth herein.

SIXTH CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE

(Lab. Code §§ 558.1, 1194, 1194.2, 1197, 1197.1; Wage Order No. 4-2001)
(Plaintiff in her Individual Capacity against all Defendants)

83. Pursuant to California Labor Code § 1197, payment of less than the minimum wage fixed by the Industrial Welfare Commission is unlawful. Employers, such as Defendants, in the professional, technical, clerical, mechanical and similar occupations must comply with Wage Order 4-2001.

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1 84. Pursuant to California Labor Code § 1194, employees are entitled to recover the
2 balance of unpaid minimum wages, including interest thereon, reasonable attorneys' fees, and costs
3 of suit.

4 85. Pursuant to California Labor Code § 1194.2, employees are entitled to recover
5 liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.

6 86. Pursuant to California Labor Code § 1197.1, employees are entitled to restitution of
7 unpaid wages, liquidated damages, and statutory penalties.

8 87. Pursuant to California Labor Code § 558.1, any person who is an owner, director,
9 officer, or managing agent of the employer who violates, or causes to be violated, any provision
10 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
11 Commission may be held liable as the employer for the violation.

12 88. Plaintiff was a non-exempt employee entitled to the protections of California Labor
13 Code §§ 1194, 1194.2, 1197, 1197.1, and Wage Order 4-2001.

14 89. During the course of Plaintiff's employment, Defendants failed to pay the minimum
15 wage by failing to record all hours worked by Plaintiff, by requiring Plaintiff to respond to manager
16 and customer inquiries and communications while off-the-clock, and by requiring Plaintiff to conduct
17 work after work hours and during her days off.

18 90. In violation of state law, Defendants knowingly and willfully engaged in a pattern or
19 practice of refusing to perform its obligations to pay the minimum wage to Plaintiff.

20 91. As a direct, foreseeable, and proximate result of Defendants' knowing and willful
21 failure to pay minimum wages, Plaintiff suffered substantial losses related to the use and enjoyment
22 of such wages, lost interest on such wages, and has incurred and will incur expenses and attorneys'
23 fees in seeking to compel Defendants to perform Defendants' obligations under state law, all to her
24 damage in amounts according to proof at the time of arbitration.

25 92. Plaintiff is thus entitled to recover all minimum wages earned and unpaid, liquidated
26 damages, restitution of wages, statutory penalties, interest, attorneys' fees, and costs of suit in
27 amounts according to proof at the time of trial and by the Court in post-trial proceedings.

28 WHEREFORE, Plaintiff prays for relief as set forth herein.

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SEVENTH CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES

(Lab. Code §§ 510, 511, 558.1, 1194, 1197, 1197.1, 1198; Wage Order No. 4-2001)
(Plaintiff in her Individual Capacity against all Defendants)

93. Pursuant to California Labor Code § 1198, employment of any employee for longer hours than those fixed by the Industrial Wage Commission is unlawful. Employers, such as Defendants, in the professional, technical, clerical, mechanical and similar occupations must comply with Wage Order 4-2001.

94. Pursuant to California Labor Code § 510 and Wage Order 4-2001, employers must pay employees for all overtime hours worked at the rate of one and one-half (1½) times the regular hourly wage for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week.

95. Pursuant to California Labor Code § 511 and Wage Order 4-2001, employers must meet strict requirements when adopting an alternative workweek schedule including but not limited to holding a secret election and reporting the results of the election within 30 days to the Division of Labor Standards Enforcement.

96. Pursuant to California Labor Code § 1194, employees may recover the balance of all unpaid overtime wages, including interest thereon, reasonable attorneys' fees, and costs of suit.

97. Pursuant to California Labor Code § 1197.1, employees are entitled to restitution of all unpaid overtime wages, liquidated damages, and statutory penalties.

98. Pursuant to California Labor Code § 558.1, any person who is an owner, director, officer, or managing agent of the employer who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission may be held liable as the employer for the violation.

99. Plaintiff was a non-exempt employee entitled to the protections of California Labor Code §§ 510, 511, 1194, 1194.2, 1197.1, 1198, and Wage Order 4-2001.

100. Defendants failed to properly follow the requirements for implementing an alternative workweek schedule under California law.

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101. Throughout Plaintiff's employment, Defendants knowingly and willfully failed to compensate Plaintiff for overtime hours worked by failing to pay for all off-the-clock time worked beyond eight (8) hours in one day and forty (40) hours in one week.

102. Throughout Plaintiff's employment, Defendants knowingly and willfully failed to compensate Plaintiff for overtime hours worked by failing to pay at the overtime rate for all on-the-clock hours worked in excess of eight (8) hours per workday.

103. As a direct, foreseeable, and proximate result of Defendants' failure to pay overtime wages, Plaintiff suffered substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and has incurred and will incur expenses and attorneys' fees in seeking to compel Defendants to perform Defendants' obligations under state law, all to her damage in amounts according to proof at the time of arbitration.

104. Plaintiff is thus entitled to recover all overtime wages earned and unpaid, interest, attorneys' fees, and costs of suit in amounts according to proof at the time of trial and by the Court in post-trial proceedings.

WHEREFORE, Plaintiff prays for relief as set forth herein.

EIGHTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Lab. Code § 226.7, 558.1, 1198; Wage Order 4-2001)
(Plaintiff in her Individual Capacity against all Defendants)

105. Pursuant to California Labor Code §§ 226.7 and 1198 and Industrial Welfare Commission Wage Order 4-2001, employers are required to provide one (1) paid 10-minute rest period for each four (4) consecutive hours or major fraction thereof worked by an employee.

106. Pursuant to California Labor Code § 226.7 and Industrial Welfare Commission Wage Order 4-2001, employers are required to pay employees one (1) additional hour of wages at the employee's regular hourly rate for each day in which one or more mandated rest periods were not provided.

107. Pursuant to California Labor Code § 558.1, a person who is an owner, director, officer, or managing agent of the employer who violates, or causes to be violated, any provision regulating

1 hours and days of work in any order of the Industrial Welfare Commission or Labor Code section
2 226.7 may be held liable as the employer for the violation.

3 108. Plaintiff was a non-exempt employee entitled to the protections of California Labor
4 Code §§ 226.7 and 1198, and Wage Order 4-2001.

5 109. Throughout Plaintiff's employment, Defendants compelled and required Plaintiff to
6 work through her 10-minute rest periods in violation of California Labor Code §§ 226.7 and 1198,
7 and Wage Order 4-2001.

8 110. Throughout Plaintiff's employment, Defendants failed to compensate Plaintiff, who
9 was entitled to but did not receive on-the-clock paid rest periods, with an extra hour of wages at her
10 regular hourly rate for each day she was prevented from taking a rest period.

11 111. Defendants have knowingly and willfully refused to perform their obligations to
12 provide required rest periods to Plaintiff and to compensate Plaintiff for the rest periods that were not
13 provided to her.

14 112. As a direct, foreseeable, and proximate result of Defendants' failure to provide rest
15 periods and failure to compensate Plaintiff for missed or unpaid rest periods, Plaintiff suffered
16 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and has
17 incurred and will incur expenses and attorneys' fees in seeking to compel Defendants to perform their
18 obligations under state law, all to her damage in amounts according to proof at the time of trial.

19 113. Plaintiff is thus entitled to recover all unpaid premium wages, interest thereon,
20 attorneys' fees, and costs of suit in amounts according to proof at the time of trial and by the Court in
21 post-trial proceedings.

22 WHEREFORE, Plaintiff prays for relief as set forth herein.

23 **NINTH CAUSE OF ACTION**
24 **FAILURE TO PROVIDE MEAL PERIODS**

(Lab. Code §§ 226.7, 512, 558.1, 1198; Wage Order 4-2001)
25 (Plaintiff in her Individual Capacity against all Defendants)

26 114. Pursuant to California Labor Code §§ 226.7, 512, and 1198 and Industrial Welfare
27 Commission Wage Order 4-2001, employers are required to provide one (1) uninterrupted 30-minute
28 meal period for each period of more than five (5) hours worked by an employee.

1 115. Pursuant to California Labor Code §§ 226.7 and 512 and Industrial Welfare
2 Commission Wage Order 4-2001, employers are required to pay the employee one (1) additional hour
3 of wages at the employee's regular hourly rate for each day in which one or more meal periods is not
4 provided to an employee.

5 116. Pursuant to California Labor Code § 558.1, a person who is an owner, director, officer,
6 or managing agent of the employer who violates, or causes to be violated, any provision regulating
7 hours and days of work in any order of the Industrial Welfare Commission may be held liable as the
8 employer for the violation.

9 117. Plaintiff was a non-exempt employee entitled to the protections of California Labor
10 Code §§ 226.7, 512, and 1198, and Wage Order 4-2001.

11 118. Throughout Plaintiff's employment, Defendants prevented Plaintiff from taking a 30-
12 minute meal period for each five (5) hours she worked, required Plaintiff to work through them by
13 responding to customer, vendor, and employee requests, and failed to provide Plaintiff the opportunity
14 to take meal periods as required under California Labor Code § 226.7, 512, and 1198 and Wage Order
15 4-2001.

16 119. Throughout Plaintiff's employment, Defendants failed to compensate Plaintiff, who
17 was entitled to but did not receive uninterrupted 30-minute meal periods, with one (1) hour of wages
18 at Plaintiff's regular rate of pay for each day in which she was not provided the opportunity to take a
19 meal period.

20 120. Defendants have knowingly and willfully refused to perform their obligations to
21 provide statutorily required meal periods to Plaintiff and to compensate Plaintiff for the meal periods
22 that were not provided to her.

23 121. As a direct, foreseeable, and proximate result of Defendants' failure to provide meal
24 periods and failure to provide compensation for missed meal periods, Plaintiff suffered substantial
25 losses related to the use and enjoyment of such wages, lost interest on such wages, and has incurred
26 and will incur expenses and attorneys' fees in seeking to compel Defendants to perform their
27 obligations under state law, all to her damage in amounts according to proof at the time of arbitration.

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122. Plaintiff is thus entitled to recover all unpaid premium wages, interest thereon, attorneys' fees, and costs of suit in amounts according to proof at the time of trial and by the Court in post-trial proceedings.

WHEREFORE, Plaintiff prays for relief as set forth herein.

TENTH CAUSE OF ACTION
FAILURE TO REIMBURSE

(Lab. Code §§ 558.1, 2802)

(Plaintiff in her Individual Capacity against all Defendants)

123. Pursuant to California Labor Code § 2802, an employer must reimburse employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her duties, or of her obedience to the directions of the employer, including all reasonable costs and attorneys' fees incurred by the employee.

124. Pursuant to California Labor Code § 558.1, a person who is an owner, director, officer, or managing agent of the employer who violates, or causes to be violated, Labor Code § 2802 may be held liable as the employer for the violation.

125. Plaintiff expended money or incurred losses at the direction of Defendants and in direct consequence of the discharge of her duties or obedience to the directions of Defendants. Included in the costs incurred by Plaintiff were those for the use of her automobile, cellphone, and home-office expenses incurred for the purpose of performing her duties for Defendants.

126. Defendants willfully failed to reimburse Plaintiff for money she expended or losses she incurred in direct consequence of the discharge of her duties or obedience to the directions of Defendants.

127. As a direct, foreseeable, and proximate result of Defendants' failure to reimburse amounts expended in direct consequence of Plaintiff's duties or obedience to Defendants' directions, Plaintiff suffered substantial losses related to the use and enjoyment of such moneys, lost interest on such moneys, and incurred and will incur expenses and attorneys' fees in seeking to compel Defendants to perform Defendants' obligations under state law, all to her damage in amounts according to proof at the time of trial.

1 statements, lost interest on such wages, and incurred and will incur expenses and attorneys' fees in
2 seeking to compel Defendants to perform Defendants' obligations under state law, all to her damage
3 in amounts according to proof at the time of trial.

4 134. Plaintiff is thus entitled to recover statutory penalties and/or actual damages in an
5 amount equal to the wages not accounted for and not paid, interest thereon, attorneys' fees, and costs
6 of suit in amounts according to proof at the time of trial and by the Court in post-trial proceedings.

7 WHEREFORE, Plaintiff prays for relief as set forth herein.

8 **TWELFTH CAUSE OF ACTION**
9 **FAILURE TO PAY WAGES AT TERMINATION**

10 (Lab. Code §§ 201, 203, 218.5, 558.1)

11 (Plaintiff in her Individual Capacity against all Defendants)

12 135. Pursuant to California Labor Code § 201, an employer must immediately pay all
13 wages earned and unpaid when an employer discharges an employee from employment.

14 136. Pursuant to California Labor Code § 203, an employer who willfully fails to timely
15 provide all earned and due wages to an employee who separates from employment is liable to pay the
16 daily wages of the employee as a penalty from the due date thereof at the same rate until paid for a
period not to exceed 30 days.

17 137. Pursuant to California Labor Code § 558.1, a person who is an owner, director, officer,
18 or managing agent of the employer who violates, or causes to be violated, Labor Code § 203 may be
19 held liable as the employer for the violation.

20 138. Pursuant to California Labor Code § 218.5, an employee is entitled to reasonable
21 attorneys' fees and costs of suit incurred in an action brought to recover wages owed to the employee.

22 139. At the time of her separation from employment on February 15, 2023, Plaintiff was
23 owed payment for minimum, regular, overtime, and premium wages.

24 140. Plaintiff has not been compensated for all wages earned and due to her since the date
25 of her separation on February 15, 2023.

26 141. As a direct, foreseeable, and proximate result of Defendants' failure to pay all wages
27 due at separation, Plaintiff has suffered substantial losses related to the use and enjoyment of such
28 wages and penalties, lost interest on such wages and penalties, and has incurred and will incur

1 expenses and attorneys' fees in seeking to compel Defendants to perform Defendants' obligations
2 under state law, all to her damage in amounts according to proof at the time of trial.

3 142. Plaintiff is thus entitled to recover statutory wage penalties equivalent to 30 days of
4 Plaintiff's regular wages in amounts to be proven at trial, interest thereon, and attorneys' fees and
5 costs of suit in amounts to be determined by the Court in post-trial proceedings.

6 WHEREFORE, Plaintiff prays for relief as set forth herein.

7 **THIRTEENTH CAUSE OF ACTION**
8 **PRIVATE ATTORNEYS GENERAL ACT**
(Lab. Code § 2698, *et seq.*)

9 (Plaintiff in her Representative Capacity against
10 Defendants SILVERMAN & LIGHT, INC and DOES 1 – 5)

11 143. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a
12 civil penalty to be assessed and collected by the LWDA may, as an alternative, be recovered through
13 a civil action brought by an aggrieved employee on behalf of himself or herself and other current or
14 former employees pursuant to the procedures specified in Labor Code § 2699.3.

15 144. Plaintiff is aggrieved because she was and is employed by Defendants, and each of the
16 alleged violations stated herein has been committed against her. Plaintiff is properly suited to
17 represent the interests of other current and former employees of Defendants.

18 145. Plaintiff has exhausted her administrative remedies under Labor Code § 2699.3.

19 146. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
20 penalties pursuant to Labor Code § 2699(f) for which Defendants are liable as a result of Defendants'
21 violations of Labor Code § 98.6, which prohibits employers from retaliating, discriminating, or taking
22 adverse action against an employee for exercising any right under the Labor Code or because a
23 worker has made an oral or written complaint that he or she is owed unpaid wages.

24 147. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
25 penalties pursuant to Labor Code § 2699(f) for which Defendants are liable as a result of Defendants'
26 violations of Labor Code § 201, which requires employers to pay all wages due immediately at
27 termination.

28 148. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
penalties pursuant to Labor Code § 2699(f) for which Defendants are liable as a result of Defendants'

1 violations of Labor Code § 203, which requires that employers pay an amount equal to up to 30 days
2 of an employee's wages as a statutory penalty when an employer fails to pay all wages owed to the
3 employee upon termination.

4 149. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
5 penalties pursuant to Labor Code § 210 for which Defendants are liable as a result of Defendants'
6 violations of Labor Code § 204, which requires employers to pay all wages earned and unpaid on
7 designated pay dates at least twice per month.

8 150. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
9 penalties pursuant to Labor Code § 226.3 for which Defendants are liable as a result of Defendants'
10 violations of Labor Code § 226, which requires employers to provide an accurate accounting of all
11 hours worked, gross wages earned, and net wages earned.

12 151. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
13 penalties pursuant to Labor Code § 2699(f) for which Defendants are liable as a result of Defendants'
14 violations of Labor Code § 226.7, which requires that employers pay one additional hour of pay for
15 each employee at the employee's regular rate of compensation for each workday in which a 10-
16 minute rest period is not provided.

17 152. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
18 penalties pursuant to Labor Code § 2699(f) for which Defendants are liable as a result of Defendants'
19 violations of Labor Code § 226.7, which requires that employers pay one additional hour of pay for
20 each employee at the employee's regular rate of compensation for each workday in which an
21 uninterrupted, 30-minute meal period is not provided.

22 153. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
23 penalties pursuant to Labor Code § 558 for which Defendants are liable as a result of Defendants'
24 violations of Labor Code § 510, which requires that employers pay their employees for all overtime
25 worked at the rate of one and one-half (1½) times the regular rate of pay for hours worked in excess
26 of eight (8) hours in one day and forty (40) hours in one week.

27 154. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
28 penalties pursuant to Labor Code § 558 for which Defendants are liable as a result of Defendants'

1 violations of Labor Code § 511, which requires that an alternative workweek schedule must be
2 approved by a secret ballot election of at least two-thirds of affected employees and reported to the
3 DLSE by the employer.

4 155. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
5 penalties pursuant to Labor Code § 558 for which Defendants are liable as a result of Defendants'
6 violations of Labor Code § 512, which prohibits employers from requiring an employee to work more
7 than five hours without allowing the employee the opportunity to take a 30-minute, uninterrupted
8 meal period.

9 156. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
10 penalties pursuant to Labor Code § 1174.5 for which Defendants are liable as a result of Defendants'
11 violations of Labor Code § 1174, which requires employers to maintain accurate records showing all
12 hours worked by and wages paid to employees.

13 157. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
14 penalties pursuant to Labor Code § 1197.1 for which Defendants are liable as a result of Defendants'
15 violations of Labor Code § 1194, which requires employers to pay employees no less than the legal
16 minimum wage or overtime rate for all hours worked.

17 158. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
18 penalties pursuant to Labor Code § 1197.1, for which Defendants are liable as a result of Defendants'
19 violations of Labor Code § 1197, which requires employers to pay employees no less than the
20 minimum wage fixed by state or local law or by order of the Industrial Welfare Commission.

21 159. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
22 penalties pursuant to Labor Code § 2699(f) for which Defendants are liable as a result of Defendants'
23 violations of Labor Code § 1198, which prohibits employers from requiring employees to work hours
24 longer than those fixed by the Industrial Welfare Commission's wage orders or under conditions of
25 labor prohibited by the orders.

26 160. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
27 penalties pursuant to Labor Code § 2699(f) for which Defendants are liable as a result of Defendants'
28 violations of Labor Code § 2802, which requires employers to reimburse employees for all

1 expenditures or losses incurred in direct consequence of the discharge of the employee's duties.

2 161. Plaintiff seeks civil penalties in amounts to be demonstrated at the time of trial.

3 162. For bringing this action against Defendants on behalf of all current and former
4 similarly aggrieved employees, Plaintiff is entitled to attorneys' fees and costs of suit in amounts to
5 be determined by the Court.

6 WHEREFORE, Plaintiff prays for relief as set forth herein.

7 **FOURTEENTH CAUSE OF ACTION**
8 **PRIVATE ATTORNEYS GENERAL ACT**
(Lab. Code § 2698, *et seq.*)

9 (Plaintiff in her Representative Capacity against
10 Defendants SILVERMAN and BURDETT and DOES 6 - 10)

11 163. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a
12 civil penalty to be assessed and collected by the LWDA may, as an alternative, be recovered through
13 a civil action brought by an aggrieved employee on behalf of himself or herself and other current or
14 former employees pursuant to the procedures specified in Labor Code § 2699.3.

15 164. Plaintiff is aggrieved because she was and is employed by Defendants, and each of the
16 alleged violations stated herein has been committed against her. Plaintiff is properly suited to
17 represent the interests of other current and former employees of Defendants.

18 165. Plaintiff has exhausted her administrative remedies under Labor Code § 2699.3.

19 166. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
20 penalties pursuant to Labor Code §§ 558.1 and 2699(f) for which Defendants are liable as a result of
21 Defendants' violations of Labor Code § 203, which requires that employers pay up to 30 days' of an
22 employee's wages as a statutory penalty for the employer's failure to pay all wages owed to the
23 employee upon termination.

24 167. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
25 penalties pursuant to Labor Code §§ 226.3 and 558.1 for which Defendants are liable as a result of
26 Defendants' violations of Labor Code § 226, which requires that employers provide an accurate and
27 itemized accounting of wages earned and paid to employee each paid period.

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1 168. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
2 penalties pursuant to Labor Code §§ 558.1 and 2699(f) for which Defendants are liable as a result of
3 Defendants' violations of Labor Code § 226.7, which prohibits employers from requiring employees
4 to work during meal, rest and recovery periods.

5 169. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
6 penalties pursuant to Labor Code §§ 558 and 558.1 for which Defendants are liable as a result of
7 Defendants' violations of Labor Code § 510, which requires that employers pay their employees for
8 all overtime worked at the rate of one and one-half (1½) times the regular rate of pay for hours
9 worked in excess of eight (8) hours in one day and forty (40) hours in one week.

10 170. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
11 penalties pursuant to Labor Code § 558 and 558.1 for which Defendants are liable as a result of
12 Defendants' violations of Labor Code § 511, which requires that an alternative workweek schedule
13 must be approved by a secret ballot election of at least two-thirds of affected employees and reported
14 to the DLSE by the employer.

15 171. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
16 penalties pursuant to Labor Code §§ 558 and 558.1 for which Defendants are liable as a result of
17 Defendants' violations of Labor Code § 512, which prohibits employers from requiring an employee
18 to work more than five hours without allowing the employee the opportunity to take a 30-minute,
19 uninterrupted meal period.

20 172. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
21 penalties pursuant to Labor Code §§ 558.1 and 1197.1 for which Defendants are liable as a result of
22 Defendants' violations of Labor Code § 1194, which requires payment of at least the minimum wage
23 fixed by the Wage orders.

24 173. Plaintiff seeks to recover, on behalf of all current and former employees, all civil
25 penalties pursuant to Labor Code §§ 558 and 1197.1 for which Defendants are liable as a result of
26 Defendants' violations of Labor Code § 1197, which prohibits employers from paying less than the
27 minimum wage fixed by state or local law or by order of the Industrial Welfare Commission.
28

174. Plaintiff seeks to recover, on behalf of all current and former employees, all civil penalties pursuant to Labor Code §§ 558.1 and 2699(f) for which Defendants are liable as a result of Defendants' violations of Labor Code § 1198, which requires employers to abide by the maximum-hour and labor conditions requirements set by the Wage orders.

175. Plaintiff seeks to recover, on behalf of all current and former employees, all civil penalties pursuant to Labor Code §§ 558.1 and 2699(f) for which Defendants are liable as a result of Defendants' violations of Labor Code § 2802, which requires employers to indemnify the employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.

176. Plaintiff seeks civil penalties in amounts to be demonstrated at the time of trial.

177. For bringing this action against Defendants on behalf of all current and former similarly aggrieved employees, Plaintiff is entitled to attorneys' fees and costs of suit in amounts to be determined by the Court.

WHEREFORE, Plaintiff prays for relief as set forth herein.

PRAYER

WHEREFORE, Plaintiff prays that judgment be entered against Defendants and each of them as follows:

1. Economic damages in amounts according to proof;
2. Non-economic damages in amounts according to proof;
3. Statutory penalties according to proof and as provided by statute;
4. Civil penalties according to proof and as provided by statute;
5. Punitive damages in amounts to be determined at trial;
6. A declaration that Defendants' conduct was wrongful and in violation of the California Government Code and/or the California Labor Code, as requested in paragraphs 52, 60, 69, and 77, above;

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1 7. An order requiring Defendant SILVERMAN & LIGHT to post a notice on its website
2 and at all physical locations stating that Defendant SILVERMAN & LIGHT was found by a court of
3 law to have engaged in unlawful employment practices, as requested in paragraphs 53, 61, 70, and
4 78, above;

5 8. An order requiring the reinstatement of Plaintiff to her position as an office manager at
6 the level and pay scale that Plaintiff would have achieved at the time of reinstatement if Plaintiff had
7 not been terminated, as requested in paragraphs 53, 61, 70, and 78, above;

8 9. Prejudgment and post-judgment interest at the maximum statutory rate;

9 10. Attorneys' fees as provided by statute, including Government Code section
10 12965(c)(6) and Labor Code sections 218.5, 226(e)(1), 1194(a), and/or 2699(g);

11 11. Costs of suit incurred herein, including expert witness costs; and

12 12. Such other and further relief as the Court deems fair and just.

13 Dated: February 9, 2024

SEIBERT • BAUTISTA • MONTOYA

14
15 
16 Joe Bautista
17 Attorneys for Plaintiff May Lyn Teodoro

18 **JURY TRIAL DEMANDED**

19 Plaintiff hereby demands a jury trial as to all issues and causes of action to which she is
20 entitled.

21 Dated: February 9, 2024

SEIBERT • BAUTISTA • MONTOYA

22
23 
24 Joe Bautista
25 Attorneys for Plaintiff Mary Lyn Teodoro
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27
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