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LIZ M. MURILLO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

LIZ M. MURILLO, an individual,

Plaintiff,

v.

HAKHAMIAN, D.D.S. INC d/b/a RESTORE DENTAL, a California corporation; ARASH HAKHAMIAN, an individual; and DOES 1 through 20, inclusive,

Defendants.

Case No. 26STCV34914

COMPLAINT FOR DAMAGES FOR:

1. **RETALIATION IN VIOLATION OF LABOR CODE §98.6;**
2. **RETALIATION IN VIOLATION OF LABOR CODE §§1102.5, 1102.6;**
3. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
4. **FAILURE TO PAY ALL WAGES DUE AND IMPROPER DEDUCTIONS (LABOR CODE §§201, 204, 221);**
5. **FAILURE TO PAY OVERTIME COMPENSATION (LABOR CODE §§510, 1194);**
6. **FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES (LABOR CODE §2802);**
7. **FAILURE TO PROVIDE MEAL AND REST PERIODS (LABOR CODE §§226.7, 512);**
8. **FAILURE TO PROVIDE PAID SICK LEAVE (LABOR CODE §§245 ET SEQ.);**
9. **FAILURE TO PAY VACATION WAGES (LABOR CODE §227.3);**

10. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (LABOR CODE §§226, ET SEQ.);

11. WAITING TIME PENALTIES (LABOR CODE §§201-203);

12. PRIVATE ATTORNEY GENERAL ACT (LABOR CODE §2699, ET SEQ.); AND

13. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.).

DEMAND OVER $25,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, LIZ M. MURILLO, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

THE PARTIES

2. Plaintiff, LIZ M. MURILLO, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant HAKHAMIAN, D.D.S. INC d/b/a RESTORE DENTAL (hereinafter referred to as "HAKHAMIAN DDS" or "Employers") was and is a California corporation doing business at 2002 S. Hoover St., Los Angeles, CA 90007, in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant ARASH HAKHAMIAN was and is an owner, officer, and director of HAKHAMIAN, D.D.S. INC, and at all times relevant has resided in the County of Los Angeles, State of California.

5. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare Commission Order No. 4-2001, and are each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code sections 558, 558.1 and/or 1197.1, and liable to Plaintiff on that basis.

6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant ARASH HAKHAMIAN was and is an individual resident of the County of Los Angeles, State of California, and is hereinafter referred to as the "INDIVIDUAL DEFENDANT." The INDIVIDUAL DEFENDANT was Employers' owner, officer, director, managing agent, corporate agent, and/or supervisor, and was authorized and empowered to make decisions that reflect and/or create policy for Employers.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendants.

9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANT, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

10. Whenever and wherever reference is made in this complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER

11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of Defendants have ceased to exist.

12. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including, but not limited to because:

a. Employers are completely dominated and controlled by one another and DOES 1-20, who personally committed the wrongs and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendants to perpetrate wrongs, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

b. Employers and DOES 1-20 derive actual and significant monetary benefits by and through one another's unlawful conduct, and by using one another as the funding source for their own personal expenditures.

c. Employers and DOES 1-20, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a wrong, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

d. Employers do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. The business affairs of Employers and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Labor Code and other statutory violations. The corporate existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid injustice to Plaintiff herein.

13. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

15. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for

the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS

16. On or around September 5, 2025, Employers hired Plaintiff to work at their dental practice. Plaintiff was originally hired as an hourly dental biller at a rate of $32.00 per hour, and approximately three weeks later was promoted to the position of Office Manager and converted to a fixed salary. Plaintiff was a full-time, non-exempt employee, though improperly misclassified by Employers as an exempt employee. Plaintiff performed all of Plaintiff's job duties satisfactorily throughout her employment, and was never given any performance warnings, write-ups, suspension, or demotion before her employment ended on or about May 7, 2026.

MISCLASSIFICATION / WAGE & HOUR VIOLATIONS

17. Throughout Plaintiff's employment with Employers, Plaintiff was a non-exempt employee. Employers classified Plaintiff as a full-time, exempt employee, but Employers are unable to establish that Plaintiff was properly classified as exempt under either the executive or administrative exemption because Employers cannot prove all of the required elements.

18. Plaintiff was paid a fixed bi-weekly salary of $2,800.00, which equates to an annual salary of only $67,200.00, which is below the minimum salary threshold for exempt employees in California.

19. Employers further violated the salary basis test by making deductions from Plaintiff's salary for partial-day absences and sick leave.

20. Plaintiff's actual duties did not satisfy the requirements for exempt status. Plaintiff was responsible for handling insurance billing and claims, managing budgets and inventory, and overseeing the front desk. These duties are primarily operational and clerical in nature and do not involve the type of high-level management policy decisions or the regular exercise of discretion and independent judgment on significant matters required for exemption. More than half of Plaintiff's time was spent performing nonexempt duties, including but not limited to handling insurance billing and claims, managing inventory, and overseeing front desk operations. Plaintiff did not customarily and regularly direct the work of two or more employees in the manner required for the executive exemption, and

Plaintiff did not have the authority to hire or fire employees or make significant personnel decisions, nor were her suggestions as to such matters given particular weight.

21. As a non-exempt employee, Plaintiff regularly worked 10 to 12 hours per day and seven consecutive days, including weekends, without receiving overtime pay at 1.5 times her regular rate for hours worked over 8 in a day or 40 in a week, or double-time for hours worked over 12 in a day. Plaintiff was paid only the regular rate for each of these overtime hours, instead of the required overtime premium pay.

22. Employers did not use any official time tracking device or tool for Plaintiff to clock in and out, and Employers failed to maintain complete and accurate time records.

23. Throughout Plaintiff's employment, Plaintiff was not permitted to take, and was not advised of, Plaintiff's right to take uninterrupted statutory 10-minute rest breaks for every four hours worked or substantial portion thereof. Plaintiff regularly went entire shifts without any rest break.

24. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-minute meal periods for days on which Plaintiff worked at least five hours, which was each day Plaintiff worked. Employers regularly interrupted Plaintiff's meal periods and did not completely relieve Plaintiff of all duty during said meal periods. Employers failed to provide meal periods before the end of the fifth hour of work, and on many occasions meal periods were taken more than five to six hours after the start of Plaintiff's shift or were completely missed.

25. Despite the fact that Plaintiff was required to use her own personal cellphone to carry out mandatory tasks, Employers did not reimburse Plaintiff for her personal cellphone expenses or other business-related costs, in violation of Labor Code §2802.

26. Throughout Plaintiff's employment, Employers violated Labor Code §221 by collecting and/or receiving from Plaintiff part of her wages theretofore paid by Employers.

27. Throughout Plaintiff's employment, Employers violated Labor Code §206.5 by requiring Plaintiff to execute a release as a condition of being paid, and requiring Plaintiff to execute a statement of hours worked during the pay period which Employers knew to be false.

28. Employers did not provide Plaintiff with accurate paystubs in compliance with Labor Code §226. Plaintiff's paystubs failed to include all hours worked and omitted the applicable hourly rates

and overtime rates for hours worked beyond eight in a day and 40 in a week, rendering both the stated gross and net wages false and inaccurate.

29. Throughout Plaintiff's employment, Employers failed to provide Plaintiff with paid sick leave to which she was entitled, and when Plaintiff took time off from work that would have qualified as sick leave, Employers deducted her pay for this time period.

30. Employers failed to pay Plaintiff wages for unused vested vacation time upon separation, and failed to pay all of Plaintiff's accrued wages and other compensation due immediately upon termination or within 72 hours of resignation, as required by Labor Code §§201-203.

31. Plaintiff is informed and believes, and thereupon alleges, that herself and other employees were subject to the same violations, and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, Plaintiff, as an aggrieved employee, reserves her right to bring an action against Defendants, on behalf of herself and other current and former employees.

RETALIATION / WRONGFUL TERMINATION

31. Employers began to retaliate against Plaintiff when she started complaining about Employers' unlawful business practices.

32. On or about April 2026, Plaintiff raised concerns to management regarding her own misclassification and unpaid overtime wages, because she believed she did not earn enough to be classified as an exempt employee and was not being paid overtime to which she was entitled.

33. Plaintiff also complained to the owner regarding another employee's suspected insurance fraud, which Plaintiff believed to be illegal. Employers took no meaningful action in response to Plaintiff's complaints.

34. Following Plaintiff's complaints, Employers subjected Plaintiff to a series of adverse actions. For the first time, Employers criticized Plaintiff's performance, calling her a "subpar manager" and claiming she was “below performance average.” Employers removed Plaintiff from salaried status shortly after these complaints.

35. Employers further created and permitted a hostile work environment by spreading rumors about Plaintiff and discussing her confidential information with other staff members. Employers told one staff member to be careful with Plaintiff and to watch what she said around Plaintiff, and told another

staff member that Plaintiff was trying to cause problems and that she should stay away from Plaintiff. When Plaintiff confronted Employers about these statements, Employers denied having made them.

36. The retaliatory work environment continued to escalate. Plaintiff was subjected to harassment, hostility, and intimidation by staff members after she complained about unlawful wage practices and suspected illegal conduct. Plaintiff is informed and believes, and based thereon alleges, that Employers knew or should have known that staff members were engaging in hostile, threatening, and retaliatory conduct toward Plaintiff, but failed to take reasonable steps to prevent or correct that conduct.

37. On or around May 4, 2024, Ana Tadeo attempted to become physical with Plaintiff when she forcibly made contact into Plaintiff in a hallway causing Plaintiff to bump into the wall.

38. That same day, Plaintiff reported the physical confrontation to Employers' management. Plaintiff informed Employers that Ana Tadeo became physical with her and that Plaintiff felt unsafe and targeted at work. Despite receiving notice of the incident and the escalating hostility toward Plaintiff, Employers failed to conduct an adequate investigation, failed to discipline or separate the offending employee, failed to protect Plaintiff from further harassment, and failed to take reasonable corrective action.

39. Plaintiff is informed and believes, and based thereon alleges, that Employers knew or should have known that Ana Tadeo posed a risk of hostility, intimidation, threats, or physical confrontation in the workplace due to prior complaints, prior aggressive conduct, prior threats, management observations, prior discipline, and/or other employees' reports. Employers nevertheless failed to properly hire, train, supervise, discipline, retain, or control Ana Tadeo, thereby allowing the workplace hostility and attempted physical altercation to occur.

40. Employers' failure to respond to Plaintiff's complaints, failure to protect Plaintiff after she reported the attempted physical altercation, and failure to correct the hostile and retaliatory work environment were part of the same retaliatory course of conduct that began after Plaintiff complained about unlawful wage practices and suspected illegal conduct.

41. Plaintiff is informed and believes, and based thereon alleges, that Employers ratified the retaliatory and threatening conduct toward Plaintiff by failing to take prompt or meaningful corrective

action after Plaintiff reported the attempted physical altercation and by allowing the hostile conditions to continue.

42. Employers constructively terminated Plaintiff's employment on May 8, 2026. After she complained about unpaid wages, misclassification, Labor Code violations, suspected illegal conduct, and the attempted physical altercation.

43. Employers knowingly created or permitted working conditions so intolerable that a reasonable person in Plaintiff's position would have felt compelled to resign. Plaintiff resigned because Employers' conduct left her no reasonable alternative. Plaintiff further alleges that Employers' conduct was intended to force her resignation in retaliation for her protected complaints, and that any reasons Employers may give for her separation are pretextual. Plaintiff's employment ended on or about May 7, 2026. Plaintiff alleges that Employers wrongfully terminated her employment because she complained about unpaid wages, misclassification, Labor Code violations, suspected illegal conduct, workplace harassment, and the attempted physical altercation. Plaintiff further alleges that Employers' stated reasons for ending her employment, if any, were pretextual.

44. Plaintiff is informed and believes, and based thereupon alleges, that Employers' retaliatory animus is evidenced by the fact that Employers' adverse actions and the end of Plaintiff's employment followed immediately after Plaintiff expressed her complaints about unpaid wages, her misclassification, and conduct she believed to be illegal.

GENERAL ALLEGATIONS

38. Defendants' conduct described herein was undertaken, authorized, and/or ratified by Defendants' officers, directors and/or managing agents, including, but not limited to ARASH HAKHAMIAN, and those identified herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

39. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general and special damages, including severe and profound pain and emotional distress, anxiety, depression, headaches, tension, and other physical ailments, as well as past and future lost wages and benefits.

40. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses, benefits and loss or diminution of earning capacity.

41. Plaintiff claims general damages for emotional and mental distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

42. Because the acts taken toward Plaintiff were carried out by officers, directors and/or managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this Court.

FIRST CAUSE OF ACTION

RETALIATION

LABOR CODE §98.6

AGAINST ALL DEFENDANTS

43. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

44. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an employee for political activities; for complaining that he or she is owed unpaid wages; for whistleblowing; for assigning wage claims to the Labor Commissioner; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for initiating proceedings against the employer to collect civil penalties under the Labor Code Private Attorneys General Act; and for exercising any rights afforded him or her under the Labor Code. Thus, Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating against an employee who, among other things, has exercised his or her rights under that Chapter, including the right to take meal and rest breaks, and/or made a written or oral complaint that he or she is owed unpaid wages. An employee who has been discharged or retaliated

against in violation of Labor Code §98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten thousand dollars ($10,000.00) for each violation of that section.

45. Plaintiff is informed and believes, and based thereupon alleges, that Defendants subjected Plaintiff to adverse action including constructive discharged as a result of Plaintiff's complaints about not being paid all wages due, her misclassification and unpaid overtime, not receiving meal and/or rest breaks, exercising Plaintiff's rights under the Labor Code, and Plaintiff's complaints about conduct she believed to be illegal. Defendants' retaliatory animus is evidenced by the fact that Defendants subjected Plaintiff to adverse actions and ended her employment immediately following Plaintiff expressing her complaints.

46. Pursuant to Labor Code § 98.6(b), Defendants' adverse action was taken within 90 days of Plaintiff's protected complaints, thereby creating a rebuttable presumption in favor of Plaintiff's claim that the termination was retaliatory.

47. Defendants' conduct described herein was undertaken, authorized, and/or ratified by Defendants, and Defendants' officers and/or managing agents, including the INDIVIDUAL DEFENDANT and those identified herein as DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1-20, inclusive.

48. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated by reference.

49. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed $10,000.00 for Defendants' violations of Labor Code §98.6.

50. Because the acts taken toward Plaintiff were carried out by managerial employees acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this Court.

SECOND CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE §§1102.5 AND 1102.6

AGAINST ALL DEFENDANTS

50. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

51. At all relevant times, Labor Code §1102.5 was in full force and effect, and was binding on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from discharging an employee or in any manner discriminating or retaliating against, or taking any adverse action against, an employee because, among other things, the employee disclosed information to a government or law enforcement agency, or to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or 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. Pursuant to Labor Code §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars ($10,000) for each violation of this section.

52. Plaintiff reported suspected violations of the Labor Code and conduct she reasonably believed to be illegal, including her misclassification and unpaid overtime and a coworker's suspected insurance fraud, to the owner and to Plaintiff's supervisors.

53. Defendants subjected Plaintiff to adverse employment action, including without limitation her constructive discharge, because Plaintiff reported the suspected violations of the Labor Code and other conduct she believed to be illegal.

54. Plaintiff's reports of these violations were a motivating and contributing factor for the adverse employment actions by Defendants against Plaintiff.

55. Said conduct violates Labor Code §1102.5 and Labor Code §1102.6, and such violations were a proximate cause in Plaintiff's damages as hereinabove stated.

56. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated by reference.

57. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed $10,000.00 for Defendants' violations of Labor Code §1102.5.

58. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by Defendants to cause injury to Plaintiff, or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

THIRD CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF THE PUBLIC POLICY OF THE STATE OF CALIFORNIA

AGAINST ALL DEFENDANTS

59. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

60. At all relevant times mentioned in this complaint, the Labor Code was in full force and effect and was binding on Defendants. This law requires Defendants to refrain, among other things, from retaliating against any employee who engages in protected activity.

61. At all times mentioned in this complaint, it was a fundamental policy of the State of California that Defendants cannot retaliate against any employee on the basis of engagement in protected activity.

62. Plaintiff believes and thereon alleges that Plaintiff's engagement in protected activity was a factor in Defendants' conduct as alleged hereinabove.

63. Such retaliation, resulting in the wrongful and constructive termination of Plaintiff's employment on the basis of Plaintiff's engagement in protected activity, was a proximate cause in Plaintiff's damages as stated below.

64. The above said acts of Defendants constitute violations of the Labor Code and the public policy of the State of California embodied therein as set forth above. Defendants violated these laws by retaliating against Plaintiff and terminating Plaintiff's employment in retaliation for exercise of protected rights.

65. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force and effect and was binding upon Defendants and each of them. This law prohibits retaliation against employees who complain about unpaid wages and/or attempt to exercise their rights under the Labor Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of individual employees who could not otherwise afford to protect themselves from violations of the Labor Code.

66. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force and effect and was binding upon Defendants and each of them. This law prohibits retaliation against employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a government or law enforcement agency, or to the employer itself. Labor Code §1102.5 reflects the State's broad public policy interest in encouraging workplace whistleblowers, who may without fear of retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether the reporting is made to governmental agencies or to the employer itself, and irrespective of whether the employee's suspicions are correct that the challenged conduct actually violates some law.

67. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's engagement in protected activities under Labor Code §§98.6 and/or 1102.5 was a proximate cause in Plaintiff's damages as stated below.

68. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated by reference.

69. The foregoing conduct of Defendants individually, or by and through their officers, directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such

as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

FOURTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE AND IMPROPER DEDUCTIONS

LABOR CODE §§201, 204, 221

AGAINST ALL DEFENDANTS

70. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

71. California Labor Code §200 defines wages as all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation.

72. California Labor Code §201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code §202 provides that if an employee quits his or her job, his or her wages shall become due and payable not later than 72 hours thereafter.

73. Defendants violated Labor Code §§204 and 223 because Defendants failed to pay wages for all hours worked at least twice during each calendar month to employees as required by contract under Labor Code section 223, as well as effecting an improper collection of wages paid to an employee under Labor Code section 221.

74. Throughout Plaintiff's employment, Defendants violated Labor Code §221 by collecting and/or receiving from Plaintiff part of her wages paid by Defendants.

75. During the relevant time period, Defendants failed to pay Plaintiff the earned and unpaid wages set forth above, including but not limited to overtime wages and meal and rest period premium wages.

76. Defendants committed these acts knowingly and willfully, with the wrongful and deliberate intention of withholding, deducting and reducing wages owed to Plaintiff for time spent on

compensable work activities. As a proximate result of these violations, Defendants have damaged Plaintiff in the amounts set forth herein, and according to proof at trial.

77. Plaintiff has been deprived of her rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees and costs, pursuant to Labor Code §§218.6 and 1194(a), and Civil Code §3287, and any other applicable law.

FIFTH CAUSE OF ACTION

FAILURE TO PAY OVERTIME COMPENSATION

LABOR CODE §§510, 1194

AGAINST ALL DEFENDANTS

78. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

79. Labor Code §510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any work week, and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

80. At all relevant times, Defendants required Plaintiff to work more than eight hours per day and/or more than 40 hours per workweek, and on seven consecutive days in a workweek.

81. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

82. As alleged herein, Plaintiff was a non-exempt employee and is not exempt from the overtime pay requirements of Labor Code §510, 8 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001. Throughout her employment, Plaintiff regularly worked 10 to 12 hours

per day and seven consecutive days, all of which should have been paid at the applicable overtime or double-time premium, but Defendants paid Plaintiff only her regular rate for these hours.

83. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages in an amount according to proof, above and beyond the wages sought in the preceding cause of action for these same hours.

84. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

SIXTH CAUSE OF ACTION

FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES

LABOR CODE §2802

AGAINST ALL DEFENDANTS

85. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

86. Pursuant to Labor Code §450(a), no employer may compel or coerce any employee to patronize his or her employer, or any other person, in the purchase of anything of value.

87. Pursuant to Labor Code §2802(a), an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

88. Plaintiff was required by Defendants to expend Plaintiff's personal funds because of the duties required by Defendants, as alleged hereinabove.

89. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse Plaintiff for all necessary expenditures incurred in the performance of Plaintiff's duties.

90. Defendants have failed and refused to reimburse Plaintiff for all necessary business expenditures, including the use of her personal cellphone for business purposes and other business-related costs.

91. As a proximate result of the aforementioned violations of Labor Code §§450(a) and 2802(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary aforementioned expenditures, in an amount according to proof at the time of trial.

92. Pursuant to Labor Code §2802(b), Plaintiff requests that the Court award interest at the same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary expenditure or loss.

93. Pursuant to Labor Code §2802(c), Plaintiff requests that the Court award Plaintiff reasonable attorneys' fees and costs incurred in this action.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL AND REST PERIODS

LABOR CODE §§226.7, 512

AGAINST ALL DEFENDANTS

94. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

95. Labor Code §512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

96. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

97. Throughout Plaintiff's employment, Plaintiff regularly worked in excess of five hours per day and was thereby entitled to take uninterrupted 30-minute meal periods and 10-minute rest periods on each day of work.

98. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and 512 and the applicable sections of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Employers regularly interrupted Plaintiff's meal periods, failed to provide meal periods before the end of the fifth hour of work, and on many occasions meal periods were taken more than five

to six hours after the start of Plaintiff's shift or were completely missed. Plaintiff regularly went entire shifts without any rest break.

99. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such rest periods, in an amount according to proof.

100. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

101. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover such amounts pursuant to Labor Code §226.7(b), in an amount according to proof, plus interest thereon and costs of suit.

EIGHTH CAUSE OF ACTION

FAILURE TO PROVIDE PAID SICK LEAVE

LABOR CODE §§245 ET SEQ.

AGAINST ALL DEFENDANTS

102. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

103. Pursuant to Labor Code §§245 et seq., an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days, accrued at the rate of not less than one hour for every 30 hours worked.

104. Plaintiff worked for Employers for more than 30 days and was entitled to accrue paid sick leave at the rate of one hour for every 30 hours worked.

105. Employers violated Labor Code §246 because they failed to provide Plaintiff with all paid sick leave to which she was entitled. Plaintiff's pay stubs demonstrate that she accrued only minimal sick

leave and was not provided with all paid sick leave owed. Further, when Plaintiff took time off from work that would have qualified as sick leave, Employers deducted her pay for this time period.

106. As a result of Defendants' violations of Labor Code §§245 et seq., Plaintiff is entitled to recover the amounts owed, together with penalties, interest, attorneys' fees and costs as provided by law, in an amount according to proof.

NINTH CAUSE OF ACTION

FAILURE TO PAY VACATION WAGES

LABOR CODE §227.3

AGAINST ALL DEFENDANTS

107. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

108. Pursuant to Labor Code §227.3, whenever a contract of employment or employer policy provides for paid vacation, and an employee is terminated without having taken off his or her vested vacation time, all vested vacation shall be paid to the employee as wages at his or her final rate of pay.

109. Plaintiff accrued vested vacation time during her employment with Employers that she did not use.

110. Employers violated Labor Code §227.3 because they failed to pay Plaintiff wages for her unused vested vacation time upon separation.

111. As a result of Defendants' violation of Labor Code §227.3, Plaintiff is entitled to recover the value of her unused vested vacation, plus interest thereon, attorneys' fees and costs, in an amount according to proof.

TENTH CAUSE OF ACTION

FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS

LABOR CODE §§226 ET SEQ.

AGAINST ALL DEFENDANTS

112. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

113. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or $50.00 in civil penalties for the initial pay period in which a violation occurred, and $100.00 per employee for each subsequent pay period, up to a statutory maximum of $4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

114. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is subject to a $250.00 civil penalty for the initial pay period in which a violation occurred, and $1,000.00 per employee for each subsequent pay period, with no maximum.

115. At all relevant times, Defendants failed to provide Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by Plaintiff. Plaintiff's paystubs failed to include all hours worked and omitted the applicable hourly rates and overtime rates for hours worked beyond eight in a day and 40 in a week, rendering both the stated gross and net wages false and inaccurate.

116. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

117. This failure has injured Plaintiff by misrepresenting and depriving Plaintiff of hour, wage, and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled

to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime, meal period, and rest period wages.

118. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other applicable provisions, as well as attorneys' fees and costs, in an amount according to proof.

ELEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

LABOR CODE §§201-203

AGAINST ALL DEFENDANTS

119. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

120. At all relevant times, Defendants failed to pay all of Plaintiff's accrued wages and other compensation due immediately upon termination or within 72 hours of resignation, as required. These wages refer to, at a minimum, unpaid wages, overtime compensation, meal and rest period compensation, and unused vested vacation that Defendants should have paid, but did not pay to Plaintiff during the term of Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-203.

121. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-203.

122. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff is entitled to payment of waiting time penalties, calculated at Plaintiff's daily rate of pay for each day the wages remained unpaid, up to a maximum of 30 days, in an amount according to proof.

123. Based on Defendants' conduct as alleged herein, Defendants are liable for statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys' fees and costs.

TWELFTH CAUSE OF ACTION

PRIVATE ATTORNEY GENERAL ACT

LABOR CODE §2699, ET SEQ.

AGAINST ALL DEFENDANTS

124. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

125. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of herself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

126. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

127. Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, as an aggrieved employee, Plaintiff may investigate and pursue claims and penalties on behalf of other aggrieved employees for other violations that she was not personally aggrieved by.

128. On July 17, 2026, more than 65 calendar days before filing this Complaint, Plaintiff provided written notice by electronic filing to the Labor and Workforce Development Agency, and by certified mail to Defendants, of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§201-203, 206.5, 221, 226, 226.7, 246, 227.3, 510, 512, 515, 1174, 1194, 1194.2, and 2802, each of which, where applicable, is enumerated among the serious violations set forth in Labor Code §2699.5, for which there is no statutory right to cure.

129. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants, nor have Defendants provided written notice by certified mail that the alleged violations have been cured. Consequently, Plaintiff may now commence a civil action pursuant to Labor Code §2699.3.

130. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of $100 for each aggrieved employee per pay period for the initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, including §§203, 210, 226.3, 226.7, 248.5, 510, 512, and 558.

131. Plaintiff may also seek these same penalties on behalf of all other aggrieved employees.

132. Plaintiff is also entitled to reasonable attorneys' fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

PENALTIES

133. Pursuant to Labor Code §2699(a) and Labor Code §2699(f), the aggrieved employees seek recovery of all applicable civil penalties, as follows:

a. As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200.00) for each aggrieved employee per pay period for each subsequent violation;

b. As applicable, civil penalties under Labor Code §558 (in addition to and entirely independent and apart from any other penalty provided for in the Labor Code), for violations of Labor Code §§1-556, in the amount of $50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid, and $100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;

c. As applicable, civil penalties under Labor Code §1197.1 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code) for violations of Labor Code §§1194 and 1197, in the amount of $100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid in addition to an amount sufficient to recover underpaid wages, and $250

for each subsequent violation for each underpaid aggrieved employee regardless of whether the initial violation was intentionally committed in addition to an amount sufficient to recover underpaid wages;

d. As applicable, civil penalties under Labor Code §210 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each employee who was not paid wages in accordance with Labor Code §§204 and 226, in the amount of $100 for each aggrieved employee per pay period for each initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

e. As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code §221, in the amount of $100 for each aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of the amount unlawfully withheld;

f. As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely independent and apart from any other civil penalty provided in the Labor Code), for each violation of Labor Code §226(a), in the amount of $250 for each aggrieved employee per pay period for each violation and $1,000 for each aggrieved employee per pay period for each subsequent violation;

g. As applicable, civil penalties under Labor Code §248.5 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of the paid sick leave provisions of Labor Code §§245 et seq.;

h. As applicable, civil penalties under Labor Code §§203 and/or 256 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee who was discharged or quit, and was not paid all earned wages at termination in accordance with Labor Code §§201, 201.5, and 202, in the amount of a civil penalty of one day of pay, at the same rate, for each day that he or

she was paid late, until payment was or is made, up to a maximum of thirty (30) days; and

i. As applicable, any and all additional applicable civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

134. In addition, Plaintiff seeks and is entitled to seventy-five percent (75%) of all penalties obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%) to the aggrieved employees.

135. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek recovery of pre-judgment interest on all amounts recovered herein.

136. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to Labor Code §2699(g)(1) and any other applicable statute.

THIRTEENTH CAUSE OF ACTION

UNFAIR COMPETITION

BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.

AGAINST ALL DEFENDANTS

137. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

138. Defendants' violations of 8 Code of Regulations §11040, Industrial Welfare Commission Order No. 4-2001, Labor Code §§201-203, 206.5, 221, 226, 226.7, 227.3, 245 et seq., 510, 512, 1174, 1194, 2699, 2802, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to pay overtime wages, Defendants' failure to provide meal and rest breaks, Defendants' failure to reimburse necessary business expenses, Defendants' failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner upon separation, and Defendants' failure to maintain complete and accurate payroll records for Plaintiff, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

139. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

140. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the compensation and other monies and benefits unlawfully withheld from Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof, as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress and loss of earning capacity;

2. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than $10,000.00;

3. For civil penalties pursuant to Labor Code §1102.5 in the amount of no less than $10,000.00;

4. For payment of all wages due and for unlawful deductions pursuant to Labor Code §§201, 204, and 221, in an amount according to proof, plus interest;

5. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194, Industrial Welfare Commission Order No. 4-2001, and 8 Code of Regulations §11040, in an amount according to proof;

6. For reimbursement of necessary business expenses pursuant to Labor Code §2802, in an amount according to proof, plus interest;

7. For payment of meal and rest period compensation pursuant to Labor Code §§226.7, 512, in an amount according to proof;

8. For payment of paid sick leave and penalties pursuant to Labor Code §§245 et seq., in an amount according to proof;

9. For payment of unused vested vacation wages pursuant to Labor Code §227.3, in an amount according to proof;

10. For damages and statutory penalties pursuant to Labor Code §226 in an amount according to proof;

11. For statutory penalties or damages pursuant to Labor Code §226.3 in an amount according to proof;

12. For waiting time penalties pursuant to Labor Code §§201-203 in an amount according to proof;

13. For statutory penalties pursuant to Labor Code §2699, subdivision (f), in an amount according to proof on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved employees;

14. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful conduct and failure to pay wages and other compensation in accordance with the law, pursuant to Business & Professions Code §§17200, et seq.;

15. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter, pursuant to Labor Code §218.6, Labor Code §1194(a), and/or Civil Code §3287;

WHEREFORE, Plaintiff further seeks judgment against Defendants, and each of them, in an amount according to proof, as follows:

16. For injunctive relief barring Defendants' unlawful employment policies and practices in the future;

17. For punitive damages, pursuant to Civil Code §3294, in amounts sufficient to punish Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

18. For injunctive relief compelling Defendants to report to federal and state authorities wages earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all in an amount according to proof;

19. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or any other basis;

20. For post-judgment interest; and

21. For any other relief that is just and proper.

DATED: November 4, 2026

GUERRA & CASILLAS LLP

By: _____
Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
LIZ M. MURILLO

JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: November 4, 2026

GUERRA & CASILLAS LLP

By: _____
Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
LIZ M. MURILLO