

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (272020)
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

Attorneys for Plaintiff Xithzel Payan

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

XITHZEL PAYAN,

Plaintiff,

vs.

FOR THE LOVE OF CHICKEN WH, LLC;
ERIKA DE LA TEJA; and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.: **24STCV06184**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) FAILURE TO PROVIDE REST BREAKS;**
- 7) FAILURE TO PROVIDE MEAL BREAKS;**
- 8) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 9) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 10) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 11) SEXUAL HARASSMENT IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT ("FEHA");**
- 12) WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;**
- 13) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200.**

1)
2) **JURY TRIAL DEMANDED**
3)
4)
5)
6)

6 COMES NOW Plaintiff, XITHZEL PAYAN (hereinafter “Plaintiff”), and alleges as
7 follows:
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9 **PARTIES, JURISDICTION, and VENUE**

10 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
11 County of Los Angeles in this judicial district because Defendants FOR THE LOVE OF
12 CHICKEN WH, LLC; ERIKA DE LA TEJA ; and DOES 1 to 25, inclusive (hereinafter
13 collectively “FOR THE LOVE OF CHICKEN” or “Defendant(s)”) do business in the County
14 of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because
15 the work that was performed by Plaintiff in the County of Los Angeles is the subject of this
16 action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

17 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

18 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
19 FOR THE LOVE OF CHICKEN WH, LLC is a California Limited Liability Company, doing
20 business in the County of Los Angeles, State of California, and which employed Plaintiff.

21 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
22 ERIKA DE LA TEJA is a resident of the State of California and the owner, director, and/or
23 managing agent of FOR THE LOVE OF CHICKEN WH, LLC. She is being included in this
24 lawsuit pursuant to Labor Code section 558.1 in that she was involved in the day-to-day
25 operations of the business and each controlled Plaintiff’s and other employees’ wages, hours,
26 and/or working conditions. Defendants FOR THE LOVE OF CHICKEN WH, LLC and
27 ERIKA DE LA TEJA are collectively referred to herein as “Defendant(s)” (unless otherwise
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noted) or “FOR THE LOVE OF CHICKEN”.

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

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

GENERAL ALLEGATIONS

7. Plaintiff started working at FOR THE LOVE OF CHICKEN in 2023 as a server. Plaintiff was classified as an hourly, non-exempt employee. Plaintiff’s employment ended on or around December 2023 wherein Plaintiff was forced to quit.

8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary employees. The trial court determined Huff was not a temporary employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue

1 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
2 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
3 PAGA representative to sue for violations that the representative has personally suffered. The
4 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
5 and others. The statute also states that an “aggrieved employee” is “any person who was
6 employed by the alleged violator and against whom one or more of the alleged violations was
7 committed.” Because at least one of the violations that Huff had alleged had affected him
8 personally, the Court of Appeal denied Securitas’ motion.

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

16 10. It is Plaintiff’s position that FOR THE LOVE OF CHICKEN has violated the following
17 Labor Code Sections against Plaintiff another similarly situated aggrieved employees, who
18 include all non-exempt, hourly employees who worked for FOR THE LOVE OF CHICKEN at
19 their various restaurant locations in the State of California during the relevant PAGA period.

20 11. FOR THE LOVE OF CHICKEN violated Labor Code § 1194, 1194.2, 1197, and
21 1197.1 because it failed to pay Plaintiff and other similarly situated aggrieved employees for
22 all hours worked, including the statutory minimum wage for all hours worked and for “off the
23 clock” work. This is so because FOR THE LOVE OF CHICKEN had a company policy
24 wherein they would disproportionately round down the number of hours worked, resulting in
25 “time shaving” and further resulting in aggrieved employees not being paid for all hours
26 worked. Furthermore, and since Plaintiff and others regularly worked through their meal
27 periods while “off the clock” and while clocked out, they were not compensated for all hours
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1 worked, which would be akin to a minimum wage violation. In fact, management actually
2 forced Plaintiff and others to regularly clock out for meal breaks and continue working just to
3 show compliance on paper. Moreover, additional “off the clock” work included finishing
4 dishes and cleaning up after Plaintiff and others had already clocked out for their shift.
5 Furthermore, FOR THE LOVE OF CHICKEN did not pay proper reporting time pay to
6 employees.

7 12. Due to the above “off the clock” violations, FOR THE LOVE OF CHICKEN also
8 violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees
9 overtime compensation, even though they worked more than 8 hours per day, 12 hours per day,
10 and/or 40 hours per week throughout their employment. Plaintiff’s and other aggrieved
11 employees’ actual work hours, including working through meal breaks, entitled them to overtime
12 compensation, however, FOR THE LOVE OF CHICKEN did not compensate its hourly, non-
13 exempt employees with the correct amount of overtime due to the “off the clock” work and time
14 shaving as described above. Furthermore, FOR THE LOVE OF CHICKEN failed to include
15 bonuses/incentive payments in calculating employees’ regular rate of pay for use in deciphering
16 the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not
17 factored into employees’ regular rate for purposes of receiving meal and rest break premiums
18 per the Ferra v. Loews case.

19 13. FOR THE LOVE OF CHICKEN also violated Labor Code § 226.7 and the appropriate
20 Industrial Welfare Commission Wage Order no. 5 because it failed to provide Plaintiff and other
21 similarly situated aggrieved employees with 10-minute rest periods for every four hours of work,
22 or majority portion thereof, throughout their employment. FOR THE LOVE OF CHICKEN did
23 not completely relieve Plaintiff and others of all duty during said rest periods. FOR THE LOVE
24 OF CHICKEN did not pay to Plaintiff and others one additional hour of pay at Plaintiff’s regular
25 rate of compensation for each workday that one or more statutory rest periods was not provided.
26 It was not part of the company policy for employees such as Plaintiff to take at least two rest
27 breaks per shift. In fact, Plaintiff and others would not take any rest breaks whatsoever. The
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concept of rest breaks was not consistently implemented as it was not company policy.

Moreover, it would not have been possible for employees such as Plaintiff to take such rest breaks due to being understaffed and due to a heavy workload, especially in the fast-paced restaurant industry. As such, the culture as well as the policies and procedures of FOR THE LOVE OF CHICKEN did not lend itself to the employees receiving consistent statutory rest breaks wherein they were relieved of all work duties. The environment at FOR THE LOVE OF CHICKEN was not conducive to receiving multiple statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

14. FOR THE LOVE OF CHICKEN violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 5 because it failed to provide hourly, non-exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. FOR THE LOVE OF CHICKEN did not completely relieve Plaintiff and other employees of all duty during said meal periods. FOR THE LOVE OF CHICKEN did not pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. The hourly, non-exempt employees would often not be able to receive timely meal periods before the 5th hour worked that were actually uninterrupted. The latter was due to the workload and due to being in a fast-paced restaurant environment. In fact, as mentioned above, the standard policy at the restaurant was for Plaintiff and others to clock out for their meal breaks but to unequivocally continue working through their meal breaks. There was also nowhere to eat and to get a meal/rest break. Like the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the company culture and was not enforced by FOR THE LOVE OF CHICKEN. Consequently, it was the normal practice and custom of FOR THE LOVE OF CHICKEN not to authorize, permit, and enforce timely statutory meal periods. If FOR THE LOVE OF CHICKEN had Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and others generally worked more than a 6-hour shift. Even if Plaintiff's and others' shifts were less than 6 hours, Plaintiff did not sign a meal period waiver wherein she was able to revoke the agreement. If FOR THE LOVE OF CHICKEN had Plaintiff sign an on-duty meal period

1 agreement wherein Plaintiff agreed to work through the meal periods, it would be invalid and
2 unenforceable because the nature of Plaintiff's job as a server does not and did not prevent her
3 from taking a meal period and the company could have hired "breakers" to relieve Plaintiff of
4 her job duties so that she can actually take a timely, uninterrupted meal period. Moreover, any
5 such "on duty" meal period agreement did not allow Plaintiff and others to revoke such an
6 agreement even if it was signed. As such, Plaintiff and others did not receive statutory, timely
7 meal periods during their employment. To the extent that FOR THE LOVE OF CHICKEN
8 argues that employees receive meal break premium pay for missed meal periods, that argument
9 is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations
10 themselves, irrespective of whether an employee received the premium payment for a missed,
11 short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,
12 "section 226.7 does not give employers a lawful choice between providing *either* meal and rest
13 breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53
14 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the
15 violation; the employer has still committed a violation even if the remedy for the violation has
16 been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As
17 such, the work environment and culture at FOR THE LOVE OF CHICKEN was not conducive
18 to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal
19 or rest break premiums paid were not compensated at the weighted average regular rate, inclusive
20 of bonuses and/or incentive payments as well as overtime compensation.

21 15. Furthermore, during the relevant time period, and due to the above labor code violations,
22 FOR THE LOVE OF CHICKEN failed to pay Plaintiff and other similarly situated aggrieved
23 employees all wages due to them within any time period specified by California Labor Code
24 section 204. Since Plaintiff was personally not compensated for all hours worked, FOR THE
25 LOVE OF CHICKEN would have certainly violated section 204 as to Plaintiff. FOR THE LOVE
26 OF CHICKEN was also in violation of California Labor Code section 226(a) by failing to include
27 pertinent information on the wage statements, including but not limited to, the correct hourly
28 rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net
wages earned, tips, premium pay for missed meal and rest breaks, all deductions, the correct start

1 and end of the pay period, all employee identifying information, the correct and complete name
2 and address of the legal employer, and reimbursement for business expenses, among others. As
3 such, FOR THE LOVE OF CHICKEN did not provide Plaintiff and other similarly situated
4 aggrieved employees with complete, accurate itemized wage statements.

5 16. During the relevant time period, FOR THE LOVE OF CHICKEN also failed to keep
6 accurate and complete payroll records showing the actual hours worked per day and the wages
7 paid to Plaintiff and others pursuant to California Labor Code sections 1174(d).

8 17. FOR THE LOVE OF CHICKEN also violated Labor Code § 203 because it willfully
9 failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages
10 upon separation of employment, either immediately upon involuntary termination, or within 72
11 hours of resignation. These earned but unpaid wages include compensation for all hours
12 worked, including minimum wages, overtime compensation, and premium pay for missed meal
13 and rest breaks. Since Plaintiff was shorted on her hours and was not paid her full wages, FOR
14 THE LOVE OF CHICKEN would have unequivocally violated Labor Code section 203 as to
15 Plaintiff.

16 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
17 necessary, business-related expenses and costs that were not reimbursed by FOR THE LOVE
18 OF CHICKEN. These costs include, but are not limited to, uniforms, personal cell phones, and
19 pens. Accordingly, FOR THE LOVE OF CHICKEN was in violation of California Labor Code
20 sections 2800 and 2802.

21 19. Additionally, FOR THE LOVE OF CHICKEN violated Labor Code Section 351 and 353
22 by taking some of the tips meant for employees and also deducting the tips from others' earned
23 wages. FOR THE LOVE OF CHICKEN also deducted the credit card fee from others' tips and
24 did not timely provide the credit card and even cash tips to other aggrieved employees. As such,
25 other similarly situated employees were not given accurate tips to which they were entitled.

26 20. Furthermore, FOR THE LOVE OF CHICKEN did not provide for proper sick pay that
27 was delineated on employee pay stubs in violation of Labor Code sections 233 and 246 and also
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1 failed to provide worker's compensation coverage under Labor Code section 3700.5.

2 21. In addition, Plaintiff would have individual claims against FOR THE LOVE OF
3 CHICKEN for wrongful constructive discharge in that Plaintiff was essentially not placed in a
4 good clientele section because Plaintiff was not dressed in a provocative fashion in order to
5 attract male clientele. In fact, on one particular occasion, supervisor/owner Jorge Cueva did not
6 even want to allow Plaintiff to work, even though Plaintiff was in uniform, because she wasn't
7 wearing anything "sexy" or revealing. Moreover, Plaintiff was consistently sexually harassed
8 by the general manager, "Arturo", who would make comments to Plaintiff regarding Plaintiff's
9 looks, including that Plaintiff looked "good" or "pretty". Moreover, "Arturo" made comment a
10 in reference to Plaintiff, stating "that's how I like my girlfriend". Furthermore, "Arturo"
11 would literally leer at Plaintiff in a provocative fashion and in a sexual manner to the point
12 where other employees noticed it and alerted Plaintiff. Furthermore, "Arturo" would make
13 Plaintiff extremely uncomfortable in that he would ask the rest of the employees, except
14 Plaintiff, to go home so that he could be alone with Plaintiff. Arturo also added Plaintiff on
15 "Instagram" and would message Plaintiff in the early hours of the morning. Plaintiff did in fact
16 report Arturo's conduct to "Lucy" from the company. Furthermore, Arturo was known to
17 sexually harass other women in the workplace as well. The overall hostile environment and
18 pervasive labor code violations proved to be too much for Plaintiff and she was forced to quit
19 her employment in December 2023.

20 22. Plaintiff has exhausted her administrative remedies. On March 13, 2024, Plaintiff filed
21 a complaint with the California Civil Rights Department ("CRD"), alleging claims in this
22 complaint. The CRD immediately issued to Plaintiff a right to sue letter.

23 **FIRST CAUSE OF ACTION**

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

25 **(California Industrial Welfare Commission Order 5-2001, California Code of**
26 **Regulations Title 8 Section 11050, and California Labor Code Section 1198)**

27 **(Plaintiff against all named defendants and all DOE defendants)**
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1 23. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.

3 24. At all times relevant herein, Defendants were required to compensate its employees for
4 all hours worked upon reporting for work at the appointed time stated by the employer
5 pursuant to Industrial Welfare Commission Order 5-2001, California Code of
6 Regulations, Title 8, Section 11050.

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

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

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

15 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
16 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
17 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
18 reasonable attorney's fees and costs of suit.

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

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

2 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
3 to suffer or permit a California employee to work without paying wages at the minimum wage
4 rate for all hours worked as required by the applicable Industrial Welfare Commission
5 (hereinafter "IWC") Wage Order 5-2001, codified at California Code of Regulations, Title 8,
6 Section 11050, subdivision 4.

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

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

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

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

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

28 **THIRD CAUSE OF ACTION**

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 5-2001, California Code of Regulations Title 8 Section 11050; California Labor Code Section 510)
(Plaintiff against all named defendants and all DOE defendants)

37. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

38. Pursuant to Industrial Welfare Commission Order No. 5-2001, Cal. Code of Regs., Title 8, Section 11050, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

39. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8, Section 11050.

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

41. Plaintiff was entitled to the above overtime premiums.

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

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

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

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

3 46. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
4 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
5 Court.

6 47. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
7 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
8 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
9 reasonable attorney's fees and costs of suit.

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

13 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs and attorney's fees pursuant to statute.

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

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

55. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.

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

57. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

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

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

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

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO GIVE REST BREAKS**

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

11 61. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 60, inclusive, of this Complaint as though fully set forth herein.

13 62. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 14 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which
15 provides that every employer shall authorize and permit all employees to take rest
16 periods, which insofar as practicable shall be in the middle of each work period.
17 The authorized rest period time shall be based on the total hours worked daily at the
18 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
19 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which
20 provides that if an employer fails to provide an employee a rest period in
21 accordance with the applicable provisions of this order, the employer shall pay the
22 employee one (1) hour of pay at employee's regular rate of compensation for each
23 workday that the rest period is not provided;
24 c. Title 8 of the California Code of Regulations sections 11050(20)(A), which
25 penalizes the employer \$50.00 for each initial violation, per employee, of any
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provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

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

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

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

65. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

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

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

1 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

3 69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 4 a. California Labor Code section 512(a), which requires that employees be given a 30-
5 minute uninterrupted meal break after five (5) hours of work, and a second
6 uninterrupted meal break after ten (10) hours of work;
- 7 b. California Labor Code section 226.7, which states that (a) no employer shall require
8 any employee to work during any meal period mandated by an applicable order of
9 the Industrial Welfare Commission, and (b) if any employer fails to provide an
10 employee a meal period in accordance with an applicable order of the Industrial
11 Welfare Commission, the employer shall pay the employee one (1) additional hour
12 of pay at the employee's regular rate of compensation for each workday that the
13 meal period is not provided;
- 14 c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified
15 under Title 8 of the California Code of Regulations Section 11050, which states that
16 if an employer fails to provide an employee a meal period in accordance with the
17 applicable provisions of the Wage Order, the employer shall pay the employee one
18 (1) hour of pay at the employee's regular rate of compensation for each workday
19 that the meal period is not provided;
- 20 d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as
21 codified under Title 8 of the California Code of Regulations Section 11050, which
22 requires an employer to maintain records documenting its employees' meal periods;
- 23 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as
24 codified under California Code of Regulations Section 11050, which penalizes the
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1 employer \$50.00 for each initial violation, per employee, of any provision of the
2 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
3 f. California Labor Code section 1171 and 1173, which have given the California
4 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5)
5 as enforceable law.

6 70. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
7 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
8 to take a second relieved meal break after ten (10) hours of work, as required by California
9 law. California Labor Code section 512(a) and California Industrial Welfare Commission
10 Order No. 5, as codified under California Code of Regulations Sections 11050 et. seq. requires
11 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
12 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
13 work duty. California Labor Code section 226.7 provides that employers may not require their
14 employees to work through their meal periods. California Labor Code section 226.7 and
15 California Code of Regulations section 11050 requires that if the employer fails to provide the
16 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
17 of pay for each work day that the meal period is not given.
18

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

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

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

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against All Named Defendants and all DOE defendants)

74. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

75. Labor Code section 2802 provides that “[a]n 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.”

76. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing her job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to, uniforms, use of personal cell phones, and pens.

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

NINTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 202, 203)

(Plaintiff against all named defendants and all DOE defendants)

78. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

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

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

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

6 82. After Plaintiff's employment with Defendants ended, Defendants willfully
7 refused and continue to refuse to pay her unpaid wages as required by Labor Code Section
8 203.

9 83. Under this cause of action, Plaintiff prays for penalties due under the statutes
10 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
11 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year
12 immediately preceding the filing of this lawsuit.

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

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

19 **TENTH CAUSE OF ACTION**

20 **PRIVATE ATTORNEYS GENERAL ACT**

21 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
22 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 351, 353, 510, 512, 558, 1174,**
1174.5, 1194, 1197.1, 1198, 2802, 3700.5)

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

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

26 87. Plaintiff has complied with the procedures for bringing suit specified in California
27 Labor Code § 2699.3. By letter dated December 29, 2023, Plaintiff gave written notice by
28 certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of

1 the specific provisions of the California Labor Code alleged to have been violated, including the
2 facts and theories to support the alleged violations.

3 88. Pursuant to California Labor code section 2699.3, no response was received from
4 the LWDA within 65 days of the postmark date of the above-alleged letter.

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

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

15 91. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
16 violator and had one or more of the alleged violations committed against her, and therefore is
17 properly suited to represent the interests of other current and former employees, including all
18 current and former hourly, non-exempt employees who worked for FOR THE LOVE OF
19 CHICKEN as referenced above during the applicable PAGA Period.

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

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

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

95. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by

1 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
2 seeking individual penalties/victim specific relief or underpaid wages for herself or other
3 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
4 this Complaint for individual wages but is not seeking wages through the PAGA action.

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

7 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
8 226.3, 226.7, 233, 246, 351, 353, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802,
9 3700.5, and any other Labor Codes/Industrial Welfare Commission Order (No. 5) violated
10 based on the facts alleged in this Complaint.

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

15 **ELEVENTH CAUSE OF ACTION**

16 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

17 **(Plaintiff against For the Love of Chicken WH, LLC and all DOE defendants)**

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

20 99. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was in
21 full force and effect and were binding on Defendant FOR THE LOVE OF CHICKEN.
22 Specifically, Government Code section 12940(j) prohibits an employer from sexually harassing
23 an employee on the basis of his sex.

24 100. While in the scope of her employment at FOR THE LOVE OF CHICKEN plaintiff was
25 consistently sexually harassed on the job by the general manager, Arturo, as noted above, which
26 continued through social media, as described herein, creating a hostile sexual environment which
27 materially altered Plaintiff's working conditions and which constitutes sexual harassment in
28 violation of California Government Code section 12940(j)(1). FOR THE LOVE OF CHICKEN

1 aided and abetted the sexual harassment due to failing to prevent the sexual harassment and the
2 hostile work environment despite being on notice of the harasser's behavior and propensities.

3 101. In engaging in the aforementioned conduct, Defendant FOR THE LOVE OF CHICKEN
4 and DOES 1 to 25, inclusive, and each of them, aided, abetted, incited, compelled, and/or coerced
5 unlawful employment practices in violation of the announced policy of this State against such
6 practices. Furthermore, they failed to take immediate and appropriate corrective action to prevent
7 this harassment.

8 102. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and will
9 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary
10 loss according to proof. Plaintiff has also suffered and will continue to suffer physical and
11 emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment,
12 fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be
13 ascertained at trial.

14 103. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
15 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
16 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

17 104. The acts of oppression, fraud, and/or malice, were engaged in by employees of
18 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
19 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
20 wrongful conduct for which an award of punitive damages is sought, and/or was personally
21 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
22 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
23 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
24 to punitive and exemplary damages against each of the Defendants in accordance with California
25 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant.

26 105. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
27 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
28 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an

award of attorneys' fees and costs.

TWELFTH CAUSE OF ACTION

WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY

(Plaintiff against For the Love of Chicken WH, LLC and all DOE Defendants)

106. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 105 inclusive, of this Complaint as though fully set forth herein.

107. At all times during her employment with FOR THE LOVE OF CHICKEN, Plaintiff performed her duties with the utmost diligence and competence.

108. Defendants intentionally created an illegal, hostile, and unsafe work environment and atmosphere that was permeated with sexual harassment, discrimination based on gender as well as pervasive labor code violations as alleged above. This situation became intolerable for Plaintiff and Plaintiff had no alternative but to quit her job.

109. The employment of Plaintiff was constructively wrongfully terminated in or around December 2023 in violation of the fundamental public policy of the State of California with respect to maintaining a work environment that was not hostile and not permeated with sexual harassment, discrimination, and labor code violations. Moreover, Plaintiff was forced to hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and constitutional expressions of public policy including, but not limited to, the California Labor Code and the Fair Employment and Housing Act (FEHA), California Government Code section 12940 et seq.

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

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

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

11 **THIRTEENTH CAUSE OF ACTION**

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

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

14 **(Plaintiff against For the Love of Chicken WH, LLC and all DOE defendants)**

15 113. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 112, inclusive, of this Complaint as though fully set forth herein.

17 114.By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
18 constitutes unfair and unlawful business practices under California Business and Professions
19 Code Section 17200, et seq.

20 115. Defendant's violations of the California labor laws and the FEHA constitutes a
21 business practice because it was done repeatedly over a significant period of time
22 in a systematic manner that was detrimental to Plaintiff and other employees.

23 116. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
24 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
25 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
26 seq.
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1 117. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
2 multiple damages as specifically provided in California Business and Professions Code section
3 17200 et seq.

4 118. For the four years preceding the filing of this action, Plaintiff requests
5 restitution of all monies and profits to be disgorged from Defendants in an amount according to
6 proof at time of trial, but in excess of the jurisdiction of this Court.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
9 follows:

- 10 1. For compensatory damages including lost past and future wages, regular wages,
11 overtime, and all other sums of money, including employment benefits, together with
12 interest on said amounts, and any other economic injury to Plaintiff, according to proof;
- 13 2. For general damages according to proof;
- 14 3. For punitive and exemplary damages against corporate Defendants according to proof;
- 15 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
16 at trial;
- 17 5. For damages and penalties under Labor Code Section 204/210/226 for Plaintiff in an
18 amount subject to proof at trial;
- 19 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
20 proof at trial;
- 21 7. For restitution and disgorgement for all unfair business practices by corporate Defendants
22 against Plaintiff in an amount subject to proof at trial;
- 23 8. For an order enjoining corporate Defendants from further unfair and unlawful business
24 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 25 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
26 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 27 10. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
28 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
11. For maximum civil penalties available under the Labor Code and applicable Wage Order

1 against Defendant as described more particularly in the Complaint and Representative
2 PAGA claim/action;

3 12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
4 Code including an award of attorney's fees, costs, interest, and penalties according to
5 proof to the extent permitted by law;

6 13. For restitution and/or damages for all amounts unlawfully withheld from the wages of
7 Plaintiff, as may be proven;

8 14. For the imposition of civil penalties and/or statutory penalties;

9 15. For all interest as allowed by law;

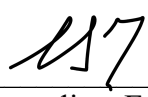
10 16. For all costs and disbursements incurred in this suit;

11 17. Reasonable attorney's fees where available by law, including but not limited to, pursuant
12 to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, the
13 California Labor Code, FEHA, including Government Code section 12940 et seq.; and/or
14 other applicable laws; and

15 18. For such other and further relief as the Court deems just and proper.

16 DATED: March 13, 2024

MESSRELIAN LAW INC.

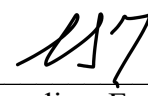
17
18 By 
19 Harout Messrelian, Esq.
Attorneys for Plaintiff Xithzel Payan

20 **DEMAND FOR JURY TRIAL**

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

22
23 DATED: March 13, 2024

MESSRELIAN LAW INC.

24
25 By 
26 Harout Messrelian, Esq.
27 Attorneys for Plaintiff Xithzel Payan
28