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DANIELA RIVAS-MULIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO-CENTRAL DIVISION
(UNLIMITED JURISDICTION)

DANIELA RIVAS-MULIA,

Plaintiff,

vs.

BEHAVIORAL HEALTH MANAGEMENT
SYSTEMS LLC dba ALPINE SPECIAL
TREATMENT CENTER; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: 37-2024-00013846-CU-OE-CTL

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 9) Retaliation Under Labor Code Section 1102.5;
- 10) Pregnancy Discrimination (Gov. Code, §§ 12926(r), 12940(a));
- 11) Failure To Prevent Discrimination in Violation of the FEHA (Gov. Code, §§ 12940(k));

- 12) Wrongful Termination in Violation of the Fair Employment Housing Act (“FEHA”) (Gov. Code § 12940(a));
13) Wrongful Termination in Violation of Public Policy; and
14) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

JURY TRIAL DEMANDED

8 COMES NOW Plaintiff, DANIELA RIVAS-MULIA (hereafter “Plaintiff”), and
9 complains and alleges as follows:

10 **INTRODUCTION**

11 1. Plaintiff brings this action based on alleged violations of the California Labor
12 Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), the
13 Business and Professions Code, and public policy against BEHAVIORAL HEALTH
14 MANAGEMENT SYSTEMS LLC dba APLINE SPECIAL TREATMENT CENTER, and
15 DOES 1-25, inclusive (collectively “ALPINE” or “Defendants”).

16 **JURISDICTION AND VENUE**

17 2. Jurisdiction and venue are proper in this Court and this action is properly filed
18 in the County of San Diego – Central Division because Defendants BEHAVIORAL HEALTH
19 MANAGEMENT SYSTEMS LLC dba APLINE SPECIAL TREATMENT CENTER, and
20 DOES 1-25, inclusive, do business in the County of San Diego and because Defendants’
21 obligations and liabilities arise therein, and because the work that was performed by Plaintiff
22 in the County of San Diego is the subject of this action. Moreover, Plaintiff’s damages sought
23 herein exceed \$25,000.

24 **THE PARTIES**

25 3. Plaintiff Daniela Rivas-Mulia is a resident of San Diego, California. At all
26 relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
27 Regulations Section 11050 and an “Aggrieved Employee” within the meaning of Labor Code
28 Section 2699(c).

1 4. Defendant BEHAVIORAL HEALTH MANAGEMENT SYSTEMS LLC dba
2 APLINE SPECIAL TREATMENT CENTER is and was a California limited liability
3 company, doing business in San Diego County, and which employed Plaintiff. As such, it is a
4 citizen of California based on Plaintiff's information and belief.

5 5. The "Aggrieved Employees" are all current and former non-exempt or hourly
6 paid employees who worked for Defendants in California during the relevant time period
7 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
8 General Act of 2004 ("PAGA").

9 6. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
10 participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but
11 is informed and believes and thereon alleges that said defendants are legally responsible for the
12 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
13 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
14 defendants when ascertained.

15 7. Plaintiff is informed and believes and thereon alleges that, at all relevant times
16 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
17 remaining Defendants, and in doing the things hereinafter alleged, were acting within the
18 course and scope of such agency or employment, and with the approval and ratification of each
19 of the other Defendants.

20 8. Plaintiff is informed and believes and thereon alleges that each and every one of
21 the acts and omissions alleged herein were performed by, and/or are attributable to, all
22 Defendants, each acting as agents and/or employees, and/or under the direction and control of
23 each of the other Defendants, and that said acts and failures to act were within the course and
24 scope of said agency, employment, and/or direction and control.

25 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
26 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
27 lack of a practice which resulted in Defendants not paying Plaintiff and the Aggrieved
28 Employees in accordance with applicable California labor laws as alleged herein.

GENERAL ALLEGATIONS

10. ALPINE provides residential rehabilitation and treatment service for adults with mental illness, medical conditions and substance use. ALPINE began to employ Plaintiff on or around September 18, 2023 as a Mental Health Rehabilitation Specialist to work at its facility located at 2120 Alpine Blvd. in Alpine, California. ALPINE continuously employed Plaintiff in that capacity until on or about November 13, 2023 when her employment ended.

11. At all relevant times, ALPINE issued wages to Plaintiff and all of the other Aggrieved Employees on a biweekly basis and paid them by the hour. At all relevant times, ALPINE classified Plaintiff and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. During her tenure, Plaintiff generally worked Tuesday through Saturday, from approximately 7:00 a.m. to 3:30 p.m. or later, and her latest rate of pay was approximately \$27.70 per hour.

12. ALPINE failed to pay Plaintiff and other Aggrieved Employees for all time worked or subject to its control. To the extent that Plaintiff and the other Aggrieved Employees worked through their meal periods and their meal periods were interrupted, they were not compensated for all hours worked, which would be akin to a minimum wage violation.

13. Due to the above “off the clock” violations, ALPINE failed to pay Plaintiff and the Aggrieved Employees properly-calculated overtime wages. The Aggrieved Employees’ actual work hours, which included the “off the clock” work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees the accurate amount of overtime, especially since the “off the clock” work was not factored into the equation. Furthermore, any incentive payments and/or bonus payments were not factored into employees’ regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

14. ALPINE failed to provide all compliant meal periods and authorize and permit all compliant rest periods to which Plaintiff and the other Aggrieved Employees were entitled.

1 Plaintiff and other Aggrieved Employees were entitled to take off-duty, uninterrupted 30-
2 minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-
3 minute rest periods for every four hours or major fraction thereof worked. However, ALPINE
4 failed to provide Plaintiff and the Aggrieved Employees with all timely rest and meal periods
5 pursuant to California law. Even when Plaintiff and other Aggrieved Employees would be on
6 their meal period and/or rest breaks, ALPINE management and/or patients would interrupt
7 them with questions or requests for assistance. On information and belief, ALPINE did not
8 enter into valid on-duty meal period agreements with Plaintiff or any of the Aggrieved
9 Employees, nor did the nature of their work require on duty meal periods or rest breaks. To the
10 extent that ALPINE argues that employees receive meal break premium pay for missed meal
11 periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties
12 are for the violations themselves, irrespective of whether an employee received the premium
13 payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection,*
14 *Inc.*, the Court stated, “section 226.7 does not give employers a lawful choice between
15 providing either meal and rest breaks or an additional hour of pay.” *See Kirby v. Immoos Fire*
16 *Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of
17 pay does not excuse the violation; the employer has still committed a violation even if the
18 remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
19 2016 WL 1110302 at *4).

20 15. ALPINE failed to reimburse Plaintiff and the other Aggrieved Employees for
21 business expenses they incurred in direct consequence of the discharge of their duties. During
22 her employment, Plaintiff had to purchase pens for work. Moreover, ALPINE required the
23 Aggrieved Employees to use their personal cell phones in the course of performing their duties.
24 ALPINE supervisors communicated with the Aggrieved Employees by phone regarding work
25 matters and did not provide mobile phones or an alternative to them for this purpose. ALPINE
26 did not reimburse the Aggrieved Employees for their supply and cell phone expenses.
27 Accordingly, ALPINE was in violation of California Labor Code sections 2800 and 2802.

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1 16. ALPINE failed to pay its employees all wages due to them within any time
2 period specified by California Labor Code section 204, including the minimum wages and
3 overtime as described above as well as meal/rest break premiums. ALPINE did not provide
4 Plaintiff and other Aggrieved Employees accurate, itemized wage statements. Wage statements
5 must include, among other things, total hours worked by the employee and the name and
6 address of the legal entity that is the employer. Labor Code § 226(a). ALPINE issued wage
7 statements that inaccurately reflected total hours worked, gross and net wages earned, and the
8 number of hours worked at each hourly rate because of ALPINE's failure to properly pay
9 wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (8), (9). ALPINE's failure to
10 maintain accurate records as to the hours worked daily by employees also constitutes a
11 violation of Labor Code section 1174(d).

12 17. Finally, because ALPINE did not properly pay all wages earned as explained
13 herein, ALPINE also failed to pay final wages owed to Plaintiff and other Aggrieved
14 Employees in violation of Labor Code section 203. These earned but unpaid wages include
15 minimum wages and compensation for all hours worked, overtime compensation, premium pay
16 for missed meal and rest breaks, and business expense reimbursement, among others.

17 18. During her employment, in or around late October 2024, Plaintiff voice her
18 concerns (both in person and through email) to ALPINE management about an aggressive
19 patient and workplace safety. During a meeting with management to discuss her concerns,
20 Michelle Dinger, ALPINE's Administrator, responded to Plaintiff, "and what did you want us
21 to do? She's there for a reason." During the same meeting, ALPINE's program director, Jill
22 Holter, told Plaintiff that after the team had read her email, they noticed that her email was too
23 elaborate and that she must have spent a lot of time writing it, and she could've used that time
24 to do something else. Following Plaintiff's complaints, ALPINE retaliated against Plaintiff,
25 calling her into multiple meetings with HR and terminated her employment on or around
26 November 13, 2023, for "failing to meet the minimum performance requirements of a Mental
27 Health Rehabilitation Specialist. It is important to note that Plaintiff had consistently requested
28 help/training for certain tasks, including writing reports, which ALPINE did not provide for

1 her. Moreover, ALPINE was unequivocally aware the Plaintiff was pregnant and inquired
2 about her due date during one of Plaintiff's meetings with management. The reality of the
3 situation was that ALPINE did not want to have a pregnant lady working for them in that
4 Plaintiff would start having doctor appointments and would potentially have to miss work due
5 to her pregnancy. Any justification offered by ALPINE was and is pretextual as ALPINE
6 unequivocally had the required discriminatory and retaliatory animus.

7 19. Plaintiff has exhausted her administrative remedies. Prior to the filing of this
8 lawsuit, Plaintiff filed a complaint with the Department of Fair Employment and Housing
9 ("DFEH"), alleging claims in this complaint. The DFEH immediately issued to Plaintiff a right
10 to sue letter.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

13 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

14 **(By Plaintiff against all Defendants)**

15 20. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

16 21. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
17 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198,
18 and the Wage Order.

19 22. Section 2(K) of the Wage Order defines "hours worked" as "the time during
20 which an employee is subject to the control of an employer, and includes all the time the
21 employee is suffered or permitted to work, whether or not required to do so."

22 23. Section 3 of the Wage Order states:

23 **(A) Daily Overtime - General Provisions**

24 (1) The following overtime provisions are applicable to
25 employees 18 years of age or over and to employees 16 or
26 17 years of age who are not required by law to attend
27 school and are not otherwise prohibited by law from
28 engaging in the subject work. Such employees shall not
be employed more than eight (8) hours in any workday or
more than 40 hours in any workweek unless the employee
receives one and one-half (1 ½) times such employee's

1 regular rate of pay for all hours worked over 40 hours in
2 the workweek. Eight (8) hours of labor constitutes a day's
3 work. Employment beyond eight (8) hours in any
4 workday or more than six (6) days in any workweek is
5 permissible provided the employee is compensated for
6 such overtime at not less than:

7 (a) One and one-half (1 ½) times the employee's
8 regular rate of pay for all hours worked in excess
9 of eight (8) hours up to and including 12 hours in
10 any workday, and for the first eight (8) hours
11 worked on the seventh (7th) consecutive day of
12 work in a workweek.

13 (b) Double the employee's regular rate of pay for
14 all hours worked in excess of 12 hours in any
15 workday and for all hours worked in excess of
16 eight (8) hours on the seventh (7th) consecutive
17 day of work in a workweek.

18 (c) The overtime rate of compensation required to
19 be paid to a nonexempt full-time salaried
20 employee shall be computed by using the
21 employee's regular hourly salary as one-fortieth
22 (1/40) of the employee's weekly salary.

23 24. Section 4 of the Wage Order requires an employer to pay non-exempt employees
24 at least the minimum wage set forth therein for all hours worked, which consist of all hours that
25 an employer has actual or constructive knowledge that employees are working.

26 25. Labor Code section 510 states:

27 Eight hours of labor constitutes a day's work. Any work in excess
28 of eight hours in one workday and any work in excess of 40
hours in any one workweek and the first eight hours worked on
the seventh day of work in any one workweek shall be
compensated at the rate of no less than one and one-half times the
regular rate of pay for an employee. Any work in excess of 12
hours in one day shall be compensated at the rate of no less than
twice the regular rate of pay for an employee. In addition, any
work in excess of eight hours on any seventh day of a workweek
shall be compensated at the rate of no less than twice the regular
rate of pay of an employee. Nothing in this section requires an
employer to combine more than one rate of overtime
compensation in order to calculate the amount to be paid to an
employee for any hour of overtime work.

1 26. California Labor Code § 1194 invalidates any agreement between an employer
2 and an employee to work for less than the minimum wage required under the applicable Wage
3 Order.

4 27. California Labor Code § 1197 makes it unlawful for an employer to pay an
5 employee less than the minimum wage required under the applicable Wage Order for all hours
6 worked during a payroll period.

7 28. California Labor Code § 1198 makes it unlawful for an employer to employ an
8 employee under conditions that violate the Wage Order.

9 29. In conjunction, these provisions of the California Labor Code require employers
10 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
11 for all hours worked, including unrecorded hours when the employer knew or reasonably should
12 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
13 *Co.* (2000) 22 Cal.4th 575, 585.)

14 30. Defendants required Plaintiff to work in excess of eight (8) hours in one workday
15 and forty (40) hours in one workweek without compensating her for such time worked at the
16 premium rates required by California law.

17 31. As described more fully above, Defendants failed to pay all minimum, regular,
18 overtime, and double time wages to Plaintiff because Defendants paid wages based on rounded
19 times, did not pay for off-the-clock work, and failed to pay overtime and double time wages
20 based on correct regular rates of pay.

21 32. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
22 amount, subject to proof, to the extent that she was not paid the full amount of wages earned
23 during each pay period during the applicable limitations period, including minimum, overtime,
24 and double-time wages.

25 33. As a result of Defendants' conduct, Plaintiff seeks damages and/or restitution for
26 unpaid wages which Defendants failed to pay her at the rates set forth herein, interest thereon,
27 and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

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1 (c) If an employer fails to provide an employee a meal or rest or
2 recovery period in accordance with a state law, including, but not
3 limited to, an applicable statute or applicable regulation, standard, or
4 order of the Industrial Welfare Commission, the Occupational Safety
5 and Health Standards Board, or the Division of Occupational Safety and
6 Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

7 39. Pursuant to the Wage Order, Plaintiff was entitled to be provided with net rest
8 breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

9 40. Defendants failed to authorize and permit Plaintiff to take compliant rest
10 periods and failed to pay one hour of correctly-calculated premium pay for each day such a
11 rest period was not provided.

12 41. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
13 an amount subject to proof to the extent she was not paid additional wages owed for all rest
14 breaks not provided to her.

15 42. By reason of the above, Plaintiff is entitled to premium wages for workdays in
16 which one or more rest breaks were not provided to her pursuant to California Labor Code §
17 226.7, plus interest and costs.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE MEAL PERIODS**

20 **(Lab. Code §§ 226.7, 512, and 1198)**

21 **(By Plaintiff against all Defendants)**

22 43. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

23 44. At all relevant times during the applicable limitations period, Plaintiff was a
24 non-exempt employee of Defendants and entitled to the benefits and protections of California
25 Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

26 45. Labor Code § 1198 states,

27 "The maximum hours of work and the standard conditions of labor
28 fixed by the commission shall be the maximum hours of work and the
standard conditions of labor for employees. The employment of any

employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

46. In relevant part, Labor Code Section 512 states

“An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

47. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee...

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

48. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff was entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day she worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also entitled to a second 30-minute meal period when she worked more than ten (10) hours in a workday.

49. During the relevant time period, Defendants failed to provide Plaintiff with compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

50. As a result of Defendants’ unlawful conduct, Plaintiff has suffered damages in

1 an amount subject to proof to the extent she was not paid additional wages owed for all meal
2 periods not provided to her.

3 51. By reason of the above, Plaintiff is entitled to premium wages for workdays in
4 which one or more meal periods were not provided to her pursuant to California Labor Code §
5 226.7, plus interest and costs.

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO INDEMNIFY**

8 **(Lab. Code §§ 1198 & 2802)**

9 **(By Plaintiff against all Defendants)**

10 52. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 53. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
12 entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the
13 Wage Order.

14 54. In pertinent part, California Labor Code § 2802(a) states:

15 An employer shall indemnify his or her employee[s] for all necessary
16 expenditures incurred by the employee in direct consequence of the
discharge of his or her duties.

17 55. California Labor Code § 1198 prohibits employers from employing their
18 employees under conditions prohibited by the Wage Order.

19 56. At all relevant times during the applicable limitations period, Plaintiff had to
20 purchase pens for work. However, Defendants did not reimburse Plaintiff for these office supply
21 expenses.

22 57. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
23 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
24 Defendants' failure to indemnify Plaintiff for the reasonable expenses she incurred in the course
25 of performing her duties.

26 58. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
27 expenditures and losses and interest due and owing to within three years (3) of the date of the
28 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §

1 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

2 **FIFTH CAUSE OF ACTION**

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

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

5 **(By Plaintiff against all Defendants)**

6 59. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

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

9 61. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs
10 that accurately reflected all information required by Labor Code Section 226, including but not
11 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
12 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
13 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
14 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
15 California Labor Code Section 226(a).

16 62. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover
17 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
18 violation occurs and one hundred dollars (\$100) per employee for each violation in a
19 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
20 plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of
21 action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

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

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

1 proof at trial.

2 **SIXTH CAUSE OF ACTION**

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

4 **(California Labor Code Sections 201-203)**

5 **(By Plaintiff against all Defendants)**

6 65. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

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

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

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

17 69. After Plaintiff's employment with Defendants ended, Defendants willfully
18 refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

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

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

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

1 **SEVENTH CAUSE OF ACTION**

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

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

4 **(By Plaintiff against all Defendants)**

5 73. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

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

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

11 76. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
12 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
13 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
14 worked, including the minimum wage, overtime hours, double time hours, and premium pay
15 for missed meal and rest breaks.

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

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

23 **EIGHTH CAUSE OF ACTION**

24 **CIVIL PENALTIES**

25 **(Lab. Code §§ 2698, et seq.)**

26 **(By Plaintiff against all Defendants)**

27 79. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

28 80. Plaintiff is an Aggrieved Employee under the Private Attorneys General Act of

1 2004 (“PAGA”) because she was employed by Defendants during the applicable statutory
2 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.
3 Plaintiff seeks to recover on her own behalf, on behalf of the State of California, and on behalf
4 of all current and former Aggrieved Employees of Defendants, the civil penalties provided by
5 PAGA, plus reasonable attorney’s fees and costs.

6 81. During the applicable time period, Defendants violated California Labor Code
7 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1102.5, 1174, 1194, 1197, 1198, 2802, and 6310.

8 82. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
9 behalf of themselves and other current or former employees, to bring a civil action to recover
10 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

11 83. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
12 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants’
13 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1102.5, 1174,
14 1194, 1197, 1198, 2802, and 6310 during the applicable limitations period in the following
15 amounts:

16 A. For violations of California Labor Code § 204, one hundred dollars
17 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
18 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
19 established by California Labor Code § 210).

20 B. For violations of California Labor Code § 226(a), two hundred fifty
21 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
22 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
23 established by California Labor Code § 226.3).

24 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
25 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
26 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
27 California Labor Code § 558).

28 D. For violations of California Labor Code § 1174, five hundred dollars

1 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
2 California Labor Code § 1174.5).

3 E. For violations of California Labor Code § 1197, one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
5 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
6 per pay period (regardless of whether the initial violations were intentionally committed)
7 (penalty amounts established by California Labor Code § 1197.1).

8 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
9 1198, 2802, and 6310, one hundred dollars (\$100.00) for each Aggrieved Employee per pay
10 period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
11 Employee per pay period for each subsequent violation (penalty amounts established by
12 California Labor Code § 2699(f)(2)).

13 G. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff individually
14 is entitled to recover civil penalties for each of the Defendants' violations of California Labor
15 Code §1102.5 during the applicable limitations period in the following amounts: an amount not
16 to exceed \$10,000 for each violation by Defendants of California Labor Code § 1102.5(b)(c),
17 as well as attorney's fees and costs under Labor Code § 2699(g) (penalty amounts established
18 by California Labor Code § 1102.5(f)).

19 84. Plaintiff has complied with the procedures for bringing suit specified in
20 California Labor Code § 2699.3. By letter dated December 18, 2023, Plaintiff filed written
21 notices online with the Labor and Workforce Development Agency ("LWDA") and gave
22 written notice by certified mail to Defendants of the specific provisions of the California Labor
23 Code alleged to have been violated, including the facts and theories to support the alleged
24 violations. Plaintiff accompanied her LWDA notice with a fee in the amount of \$75.00. The
25 LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff's
26 notice, but Plaintiff anticipates that the LWDA will provide written notice to Plaintiff
27 informing her that it does not intend to investigate these allegations.

28 85. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved

1 Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in
2 connection with their claims for civil penalties.

3 **NINTH CAUSE OF ACTION**

4 **RETALIATION**

5 **(Lab. Code § 1102.5)**

6 **(By Plaintiff against all Defendants)**

7 86. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

8 87. According to Labor Code section 1102.5, subdivision (b),

9 An employer, or any person acting on behalf of the employer, shall not retaliate
10 against an employee for disclosing information, or because the employer
11 believes that the employee disclosed or may disclose information, ... to a
12 person with authority over the employee or another employee who has the
13 authority to investigate, discover, or correct the violation or noncompliance,...
14 if the employee has reasonable cause to believe that the information discloses a
15 violation of state or federal statute, or a violation of or noncompliance with a
16 local, state, or federal rule or regulation, regardless of whether disclosing the
17 information is part of the employee's job duties.

18 88. According to Labor Code section 1102.5, subdivision (c), an employer may not
19 retaliate against an employee for refusing to participate in an activity that would result in a
20 violation of state or federal statute, or a violation or noncompliance with a state or federal rule
21 or regulation.

22 89. Defendants were employers for purposes of California law.

23 90. Plaintiff was an employee of Defendants, performing work on behalf of
24 Defendants.

25 91. During her employment tenure, Plaintiff complained to management about an
26 aggressive patient and workplace safety.

27 92. Defendants retaliated against Plaintiff for her complaints by terminating her
28 employment in violation of Labor Code § 1102.5.

93. As a direct and proximate result of the aforementioned acts and omissions of
Defendants, Plaintiff suffered general and compensatory damages, including but not limited
to, loss of income (past and future), loss of employment benefits (past and future), general and

1 compensatory damages (past and future), mental pain and anguish and emotional distress (past
2 and future), and will continue to suffer in the future, in an amount to be proved at trial.

3 94. Plaintiff requests all available relief under Labor Code § 1102.5 including
4 damages and the imposition of civil penalties of \$10,000 for each violation as well as
5 attorney's fees.

6 95. The foregoing conduct engaged in by Defendants and each of their 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
9 in an environment free of retaliation and labor code violations, so as to justify the imposition
10 of punitive damages to punish and set an example of said Defendants.

11 **TENTH CAUSE OF ACTION**

12 **PREGNANCY DISCRIMINATION**

13 **(Gov. Code, §§ 12926(r), 12940(a))**

14 **((By Plaintiff against all Defendants))**

15 96. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

16 97. Defendants and DOES 1 to 25, inclusive, are covered employers under
17 California's Fair Employment and Housing Act ("FEHA").

18 98. According to Government Code section 12940(a), it is an unlawful employment
19 practice for an employer to discharge a person from employment because of the sex of the
20 person, where "sex" includes "pregnancy or medical conditions related to pregnancy" (*Id.* §
21 12926(r)(1)(A)).

22 99. At all times, Plaintiff's work for Defendants was satisfactory and she never
23 engaged in misconduct.

24 100. Defendants inquired about Plaintiff's due date and terminated Plaintiff's
25 employment because of her pregnancy.

26 101. Defendants discriminated against Plaintiff by terminating her employment with
27 Defendants based upon and on account of her sex, gender, and pregnancy. Such discrimination
28 constituted unlawful discrimination in violation of California Government Code sections

1 12926(r) and 12940(a).

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

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

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

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

27 ///

28 ///

1 **ELEVENTH CAUSE OF ACTION**

2 **FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF THE FEHA**

3 **(Gov. Code, §§ 12940(k))**

4 **(By Plaintiff against all Defendants)**

5 106. Plaintiff incorporates by reference each and every paragraph of this Complaint
6 as if fully alleged herein.

7 107. Plaintiff was and is at all times relevant hereto an employee covered by
8 Government Code § 12926(c).

9 108. Defendants were at all times relevant hereto employers who employed five or
10 more persons within the meaning of Government Code § 12926(d), and California
11 Government Code §§ 12940, et seq., was in full force and effect and was binding on
12 Defendants.

13 109. It is unlawful for an employer to not take all reasonable steps necessary to
14 prevent discrimination and harassment from occurring. § 12940(k).

15 110. As described above, Defendants subjected Plaintiff to unlawful pregnancy
16 discrimination in violation of Cal. Gov. Code § 12940(a).

17 111. Plaintiff is informed and believes and thereupon alleges that Defendants failed
18 to provide adequate training to its executives, supervisors, and managers. Defendants should
19 have provided training and instruction to management on the laws pertaining to discrimination.
20 Defendants failed to do so. Instead, Defendants discriminatorily targeted Plaintiff based on her
21 pregnancy. As a result, Defendants failed to take all reasonable steps necessary to prevent or
22 stop the discrimination and retaliation from occurring.

23 112. As a proximate result of the wrongful acts of Defendants, Plaintiff has been
24 harmed in that Plaintiff has suffered actual, consequential and incidental financial losses,
25 including without limitation, loss of salary and benefits, and the intangible loss of
26 employment-related opportunities and damage to her professional reputation, all in an amount
27 subject to proof at the time of trial. Plaintiff claims such amounts as damages together with
28 prejudgment interest pursuant to Civil Code Sections 3287 and/or § 3288 and/or any other

1 provision of law providing for prejudgment interest.

2 113. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
3 and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and
4 emotional distress. Plaintiff is informed and believes and thereon alleges that she will continue
5 to experience said emotional suffering for a period in the future she cannot presently ascertain,
6 all in an amount subject to proof at the time of trial.

7 114. The acts taken toward Plaintiff were carried out by and/or ratified by
8 Defendants and/or managing agent employees of Defendants acting in a despicable,
9 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to
10 injure and damage Plaintiff, thereby justifying an award to her of punitive damages in a sum
11 appropriate to punish and make an example of Defendants.

12 **TWELFTH CAUSE OF ACTION**

13 **WRONGFUL TERMINATION IN VIOLATION OF THE FEHA**

14 **(Gov. Code § 12940(a))**

15 **(By Plaintiff against all Defendants)**

16 115. Plaintiff incorporates by reference each and every paragraph of this Complaint
17 as if fully alleged herein.

18 116. At all times mentioned herein, the FEHA, Government Code section 12900 *et*
19 *seq.*, was in full force and effect and binding upon Defendants and each of them.

20 117. Government Code section 12940(a) provides that it is an unlawful employment
21 practice for an employer to discharge a person from employment because of the sex of the
22 person, where “sex” includes “pregnancy or medical conditions related to pregnancy” (Gov.
23 Code, § 12926(r)(1)(A)).

24 118. Under California Government Code section 12921, “The opportunity to seek,
25 obtain, and hold employment without discrimination because of ... sex ... is ... recognized as
26 and declared to be a civil right.”

27 119. Defendants, and each of them, violated the FEHA when they terminated
28 Plaintiff’s employment due to her pregnancy.

1 120. As a proximate result of the wrongful acts of Defendants, Plaintiff has been
2 harmed in that Plaintiff has suffered actual, consequential and incidental financial losses,
3 including without limitation, loss of salary and benefits, and the intangible loss of
4 employment-related opportunities and damage to her professional reputation, all in an amount
5 subject to proof at the time of trial. Plaintiff claims such amounts as damages together with
6 prejudgment interest pursuant to Civil Code Sections 3287 and/or § 3288 and/or any other
7 provision of law providing for prejudgment interest.

8 121. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
9 and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and
10 emotional distress. Plaintiff is informed and believes and thereon alleges that she will continue
11 to experience said emotional suffering for a period in the future she cannot presently ascertain,
12 all in an amount subject to proof at the time of trial.

13 122. The acts taken toward Plaintiff were carried out by and/or ratified by
14 Defendants and/or managing agent employees of Defendants acting in a despicable,
15 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to
16 injure and damage Plaintiff, thereby justifying an award to her of punitive damages in a sum
17 appropriate to punish and make an example of Defendants.

18 **THIRTEENTH CAUSE OF ACTION**

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

20 **(By Plaintiff against all Defendants)**

21 123. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

22 124. Plaintiff was employed by Defendants.

23 125. At all times during her employment with Defendants, Plaintiff performed her
24 duties with the utmost diligence and competence.

25 126. The state and federal statutes recited below embody fundamental, substantial,
26 and well-established public policies of the United States and State of California. By terminating
27 Plaintiff, Defendants violated these fundamental, substantial, and well-established public
28 policies:

1 (A) Article I, § 8 of the California Constitution provides that a person may not be
2 disqualified from entering or pursuing a business, profession, vocation or employment because
3 of sex (gender). At all relevant times, this Section and the sections of the FEHA stated above
4 were fundamental public policies of the State of California. Pregnancy discrimination violates
5 the California Constitution's (Art. I, § 8) ban on sex discrimination. *Badih v. Myers* (1995) 36
6 Cal.App.4th 1289, 1293.

7 (B) At all times herein mentioned, the California Fair Employment & Housing Act
8 (FEHA), Government Code Section 12900, was in full force and effect and binding upon
9 defendants and each of them.

10 (C) It prohibits pregnancy discrimination in all aspects of employment including hiring,
11 termination and terms and conditions. Cal.Gov.Code § 12940(a).

12 (D) Under California Government Code Section 12921, the opportunity to seek, obtain
13 and hold employment without discrimination because of sex is recognized as and declared to
14 be a civil right.

15 (E) The FEHA prohibits an employer from taking any adverse action against an
16 individual based on her pregnancy, childbirth or related medical conditions of any female
17 employee. See Cal.Gov.Code §§ 12926(j), 12940(a), 12941, 12943, 12945; see also 2 Cal.Ad.
18 §§ 7285 *et seq.* Such “adverse action” includes discriminating against an individual in
19 compensation, terms, conditions or privileges of employment. Cal.Gov.Code § 12940(a).
20 “Sex” is defined to include pregnancy, childbirth or medical conditions related to pregnancy or
21 childbirth. Cal.Gov.Code § 12926(p). Discrimination on the basis of “pregnancy, child birth,
22 or related medical conditions” is treated as sex discrimination under the FEHA. Cal.Gov.Code
23 §§ 12926(p), 12945(a)-(b).

24 (F) According to Labor Code section 1102.5, subdivision (b), an employer shall not
25 retaliate against an employee for disclosing information to a person with authority over the
26 employee who has the authority to correct the violation if the employee has reasonable cause
27 to believe that the information “discloses a violation of state or federal statute, or a violation of
28 or noncompliance with a local, state, or federal rule or regulation.”

127. Plaintiff’s employment was wrongfully terminated on or around November 13,
2023 in violation of these fundamental public policies as set forth above with respect to

1 Plaintiff's pregnancy, as well as, retaliating against an employee for making complaints about
2 aggressive patients and safety concerns at the workplace.

3 128. As set forth above, said actions by Defendants were wrongful and in violation
4 of the fundamental principles of the public policy of the State of California as reflected in its
5 laws, objectives and policies. Said statutes and constitutional expressions of public policy
6 include, but are not limited to, the California Labor Code, the FEHA, and the California
7 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
8 just the private interests of the employers and employees whom they govern or protect.

9 129. Moreover, Plaintiff was forced to hire an attorney to assist her to end these
10 illegal activities.

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

16 131. The foregoing conduct engaged in by Defendants and each of their directors,
17 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
18 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
19 an environment free of discrimination, retaliation and labor code violations, so as to justify the
20 imposition of punitive damages to punish and set an example of said Defendants.

21 **FOURTEENTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

23 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

24 **(By Plaintiff against all Defendants)**

25 132. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

26 133. At all relevant times during the applicable limitations period, Plaintiff has been
27 an employee of Defendants and entitled to the benefits and protections of the Business and
28 Professions Code §§ 17200, *et seq.*

1 134. Defendants engaged in unfair competition by failing to 1) pay employees for all
2 hours worked at the correct rates of pay and 2) pay their employees premium wages for
3 workdays during which one or more meal or rest periods were not provided, and 3) reimburse
4 employees for necessary business expenses incurred in the course of performing their duties.

5 135. The unlawful conduct of Defendants alleged herein amounts to and constitutes
6 unfair competition within the meaning of California Business & Professions Code §§ 17200,
7 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
8 unfairly gained a competitive advantage over other comparable companies doing business in
9 California that comply with their legal obligations to, among other things, refrain from
10 discriminatory practices and prevent discrimination, pay their employees premium wages for
11 workdays in which they did not provide employees with one or more meal and rest periods,
12 indemnify them for all business expenses incurred during the course of performing their
13 duties, including, but not limited to, office supplies and mobile phone expenses, and pay them
14 all wages earned.

15 136. As a result of Defendants' unfair competition as alleged herein, Plaintiff has
16 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all
17 hours worked, failed to provide her with premium wages for missed meal and rest periods, and
18 failed to reimburse Plaintiff for all expenses she incurred in the course of performing her
19 duties.

20 137. Pursuant to California Business & Professions Code § 17203, Plaintiff is
21 entitled to restitution of all monies rightfully belonging to her that Defendants did not pay her
22 or otherwise retained by means of their unlawful and unfair business practices.

23 138. Plaintiff is entitled to reasonable attorneys' fees in connection with her unfair
24 competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial
25 benefit doctrine and/or the common fund doctrine.

26 139. Accordingly, with respect to this cause of action, Plaintiff prays for the herein
27 stated relief, and an award of all reasonable costs and attorneys' fees, including interest
28 thereon, as permitted by law, all in amounts subject to proof.

PRAYER FOR RELIEF

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

1. For compensatory damages including lost past and future wages, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For general damages according to proof;
3. For special and consequential damages to the extent allowed by law;
4. For punitive and exemplary damages against corporate Defendant in an amount subject to proof;
5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
7. proof at trial;
8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
10. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint;
11. For restitution and disgorgement for all unfair business practices by corporate Defendant against Plaintiff in an amount according to proof;
12. For an order enjoining corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
14. For the imposition of civil penalties and/or statutory penalties;

1 15. For all interest as allowed by law;

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

3 17. Reasonable attorney's fees where available by law, including but not limited to,
4 pursuant to, Code of Civil Procedure section 1021.5, the FEHA, Labor Code section
5 1102.5(j), and/or other applicable laws; and

6 18. For such other and further relief as this Court may deem proper.

7 **DEMAND FOR JURY TRIAL**

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

9
10 Dated: March 25, 2024

MM LAW, APC

11 By Maralle Messrelia
12 Maralle Messrelia, Esq.
13 Attorney for Plaintiff,
14 DANIELA RIVAS-MULIA
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