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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANGELINA MURDOCK,

Plaintiff,

vs.

SYSTEMS TECH UNLIMITED, LLC;
CARYRON JAY OARD; and DOES 1 to
25, inclusive,

Defendants.

) CASE NO.: **24STCV12152**

) **COMPLAINT FOR DAMAGES FOR:**

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

) **DEMAND FOR JURY TRIAL**

1 COMES NOW Plaintiff, ANGELINA MURDOCK (hereinafter “Plaintiff”), and
2 alleges as follows:

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
5 County of LOS ANGELES in this judicial district because Defendants SYSTEMS TECH
6 UNLIMITED, LLC; CARYRON JAY OARD and DOES 1 to 25, inclusive, reside in and do
7 business in the County of LOS ANGELES and because Defendants’ obligations and liabilities
8 arise therein, and because the work that was performed by Plaintiff in the County of LOS
9 ANGELES is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed
10 \$35,000.

11 2. Plaintiff is a female resident of the County of LOS ANGELES, State of California.

12 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
13 SYSTEMS TECH UNLIMITED, LLC is a Nevada Limited Liability Company, which does
14 business in the County of Los Angeles, and employed Plaintiff as a security guard.

15 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
16 CARYRON JAY OARD is a male resident of the County of Los Angeles, State of California,
17 and the owner, managing agent, and/or director SYSTEMS TECH UNLIMITED, LLC.
18 Defendant CARYRON JAY OARD is being included in this lawsuit pursuant to Labor Code
19 Section 558.1 in that he was involved in the day-to-day operations of the business, including
20 the wage and hour policies and practices, and, as such, controlled the hours, wages, and/or
21 working conditions of Plaintiff and other hourly, non-exempt employees. Defendants
22 SYSTEMS TECH UNLIMITED, LLC and CARYRON JAY OARD are collectively referred
23 to herein as “Defendant(s)” (unless otherwise noted) or “SYSTEMS TECH”.

24 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
25 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
26 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
27 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
28

1 for the conduct alleged herein. Upon discovering the true names and capacities of these
2 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
3 capacities of these fictitiously named defendants.

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

9 **GENERAL ALLEGATIONS**

10 7. Plaintiff started working at SYSTEMS TECH on or around 2020 as a security guard.
11 Plaintiff was seemingly classified as an hourly, non-exempt employee and earned an hourly
12 rate of \$19 per hour. Plaintiff's employment ended on or around late 2023.

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

personally, the Court of Appeal denied Securitas' motion.

9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and other employees, it allows for suits broader than the specific violations the named employee experienced. Therefore, even if the employee did not personally experience the Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff's position that Plaintiff can equivocally bring the following labor code violations on behalf of all other employees, including ALL hourly, non-exempt employees, irrespective of job title or job duties who worked for SYSTEMS TECH, at any of their locations in California during the relevant PAGA period. Plaintiff may also bring claims on behalf of ALL 1099 independent contractors who were misclassified but who also worked for SYSTEMS TECH during the relevant PAGA period.

10. It is Plaintiff's position that SYSTEMS TECH has violated the following Labor Code Sections against Plaintiff and other similarly situated aggrieved employees, who include all non-exempt, hourly employees who worked for SYSTEMS TECH at their various locations in the State of California during the relevant PAGA period.

11. SYSTEMS TECH violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked, including the statutory minimum wage for all hours worked and for "off the clock" work. This is so because SYSTEMS TECH had a company policy wherein they would disproportionately round down the number of hours worked, resulting in "time shaving" and further resulting in aggrieved employees not being paid for all hours worked. Furthermore, and to the extent that Plaintiff and others worked through their meal periods while "off the clock", they were not compensated for all hours worked, which would be akin to a minimum wage violation. Moreover, Plaintiff and others would perform work before and/or after their scheduled shifts and were not compensated for this additional work, including being contacted off the clock to cover a shift. To the extent that Plaintiff and others were classified as 1099 employees, the latter would be illegal in violation of Labor Code section 226.8 due to the fact that SYSTEMS TECH is in the business of security work and Plaintiff and others were security guards. Under the ABC test,

1 it is unequivocally clear that Plaintiff and others were supposed to be classified as hourly, non-
2 exempt employees. In addition, SYSTEMS TECH unequivocally controlled Plaintiff's and
3 others working hours, schedule, and job duties, among other things.

4 12. Due to the above "off the clock" violations, SYSTEMS TECH also violated Labor Code
5 §510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation,
6 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
7 throughout their employment. Plaintiff's and other aggrieved employees' actual work hours
8 entitled them to overtime compensation, however, SYSTEMS TECH did not compensate its
9 hourly, non-exempt employees with ANY overtime despite the "off the clock" work and time
10 shaving as described above and due to overall company policy. In fact, Plaintiff would work up
11 to 16-hour shifts without being compensated any overtime at all, including double time for hours
12 worked between 12 hours and 16 hours in a single shift. Furthermore, SYSTEMS TECH failed
13 to include bonuses/incentive payments in calculating employees' regular rate of pay for use in
14 deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments
15 were also not factored into employees' regular rate for purposes of receiving meal and rest break
16 premiums per the Ferra v. Loews case.

17 13. SYSTEMS TECH also violated Labor Code § 226.7 and the appropriate Industrial
18 Welfare Commission Wage Order no. 4 because it failed to provide Plaintiff and other similarly
19 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
20 majority portion thereof, throughout their employment. SYSTEMS TECH did not completely
21 relieve Plaintiff and others of all duty during said rest periods. SYSTEMS TECH did not pay to
22 Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for
23 each workday that one or more statutory rest periods was not provided. It was not part of the
24 company policy for employees such as Plaintiff to take at least two rest breaks per shift. The
25 concept of rest breaks was not consistently implemented as it was not company policy.
26 Moreover, it would not have been possible for employees such as Plaintiff and others to take
27 such rest breaks due to having consistent security guard duties and no one to relieve her or allow
28

1 for any type of a statutory break. Plaintiff was not able to take any rest breaks throughout her
2 employment. In fact, taking any such break, whether rest or meal, would be construed by
3 SYSTEMS TECH as “abandoning the post”. As such, the culture as well as the policies and
4 procedures of SYSTEMS TECH did not lend itself to the employees receiving consistent
5 statutory rest breaks wherein they were relieved of all work duties. The environment at
6 SYSTEMS TECH was not conducive to receiving multiple statutory rest breaks under California
7 law and timely, statutory rest breaks were not authorized or enforced.

8 14. SYSTEMS TECH violated Labor Code §§ 512 and 226.7 and the appropriate Industrial
9 Welfare Commission Wage Order no. 4 because it failed to provide hourly, non-exempt
10 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
11 for every five (5) hours of work throughout their employment. SYSTEMS TECH did not
12 completely relieve Plaintiff and other employees of all duty during said meal periods.
13 SYSTEMS TECH did not pay to Plaintiff and its hourly, non-exempt employees one additional
14 hour of pay at their regular rate of compensation for each workday that one or more statutory
15 meal periods was not provided. The hourly, non-exempt employees would often not be able to
16 consistently receive any meal breaks. Moreover, even if aggrieved employees were able to take
17 meal breaks, the meal breaks would be late and after the 5th hour worked or they would be
18 interrupted. The latter was due to the workload and due to having consistent security guard duties
19 without any relief and without anyone to relieve Plaintiff and others of their job duties. Like the
20 rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the
21 company culture and was not enforced by SYSTEMS TECH. In fact, and as mentioned above
22 for rest breaks, Plaintiff was not able to receive any meal periods wherein she was relieved
23 of all work duties. Plaintiff and others would order food through “Doordash” or “Uber Eats” and
24 would eat and work at the same time. Plaintiff and other security guards were NOT allowed to
25 go off site AT ALL. Consequently, it was the normal practice and custom of SYSTEMS TECH
26 not to authorize, permit, and enforce timely statutory meal periods. If SYSTEMS TECH had
27 Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and
28 others generally worked more than a 6-hour shift. If SYSTEMS TECH had Plaintiff sign an on-
duty meal period agreement wherein Plaintiff agreed to work through the meal periods, it would

1 be invalid and unenforceable because the nature of Plaintiff's job does not and did not prevent
2 her from taking a meal period and the company could have hired "breakers" to relieve Plaintiff
3 of her job duties so that she can actually take a timely, uninterrupted meal period. Moreover, any
4 such "on duty" meal period agreement did not allow for Plaintiff to revoke such an agreement
5 even if it was signed. As such, Plaintiff and others did not receive statutory, timely meal periods
6 during their employment. To the extent that SYSTEMS TECH argues that Plaintiff and others
7 were paid to work through their meal period, this argument is not compelling due to the position
8 that there was no valid meal period waiver in place and even if there was, it is still a violation to
9 prevent an employee from taking a meal break in order to rest and recover. To the extent that
10 SYSTEMS TECH argues that employees receive meal break premium pay for missed, late or
11 short meal and rest periods, that argument is inconsequential for PAGA penalty purposes since
12 the PAGA penalties are for the violations themselves, irrespective of whether an employee
13 received the premium payment for a missed, short, or interrupted meal period. In *Kirby v.*
14 *Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful
15 choice between providing *either* meal and rest breaks *or* an additional hour of pay." *See Kirby v.*
16 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
17 extra hour of pay does not excuse the violation; the employer has still committed a violation even
18 if the 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). As such, the work environment and culture at SYSTEMS TECH was
20 not conducive to receiving consistent, timely, statutory meal breaks under California law.
21 Moreover, any meal or rest break premiums paid were not compensated at the weighted average
22 regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

23 15. Furthermore, during the relevant time period, and due to the above labor code violations,
24 SYSTEMS TECH failed to pay Plaintiff and other similarly situated aggrieved employees all
25 wages due to them within any time period specified by California Labor Code section 204. Since
26 Plaintiff was not compensated for all hours worked, including any overtime or double time hours,
27 Plaintiff would be owed wages under Labor Code section 204. SYSTEMS TECH was also in
28 violation of California Labor Code section 226(a) by failing to include pertinent information on
the wage statements, including but not limited to, the correct hourly rate, all hours worked,

1 overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium
2 pay for missed meal and rest breaks, all deductions, the correct start and end of the pay period,
3 all employee identifying information, the correct and complete name and address of the legal
4 employer, and reimbursement for business expenses, among others. In fact, Plaintiff did not
5 receive any paystubs from SYSTEMS TECH at all in violation of Labor Code section 226. As
6 such, SYSTEMS TECH did not provide Plaintiff and other similarly situated aggrieved
7 employees with complete, accurate itemized wage statements.

8 16. During the relevant time period, SYSTEMS TECH also failed to keep accurate and
9 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
10 and others pursuant to California Labor Code sections 1174(d).

11 17. SYSTEMS TECH also violated Labor Code § 203 because it willfully failed to pay
12 Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation
13 of employment, either immediately upon involuntary termination, or within 72 hours of
14 resignation. These earned but unpaid wages include compensation for all hours worked,
15 including minimum wages, overtime compensation, and premium pay for missed meal and rest
16 breaks.

17 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
18 necessary, business-related expenses and costs that were not reimbursed by SYSTEMS TECH.
19 These costs include, but are not limited to, uniforms and use of personal cell phones for work
20 purposes as well as uniform/equipment to effectuate their job duties as security guards. In terms
21 of personal cell phone use, Plaintiff used her cell phones for clocking in and out (Crew app) and
22 for their security protocols (Line app). Accordingly, SYSTEMS TECH was in violation of
23 California Labor Code sections 2800 and 2802.

24 19. Furthermore, SYSTEMS TECH did not provide proper and correct/accurate sick pay to
25 Plaintiff and others, which was also not delineated on employee pay stubs, and also failed to
26 provide proper sick leave in violation of Labor Code sections 233 and 246.

27 20. Furthermore, Plaintiff believes Defendants have also violated Labor Code Section
28

1 558 and has engaged in business practices which violate Business and Professions Code
2 Section 17200.

3 21. In addition, Plaintiff would have individual claims against SYSTEMS TECH for
4 sexual harassment and retaliation in that Plaintiff's work hours were cut and Plaintiff was
5 treated poorly and verbally abused in or around May 2023 after Plaintiff ended her dating
6 relationship with the HR scheduling manager.

7 22. Prior to filing this action, Plaintiff timely exhausted his administrative remedies by
8 timely filing an administrative complaint with the California Civil Rights Department (CRD),
9 alleging claims in this complaint. The CRD immediately issued to Plaintiff a right to sue letter.

10
11 **FIRST CAUSE OF ACTION**

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

13 **(California Industrial Welfare Commission Order 4-2001, California Code of
14 Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

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

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

18 24. At all times relevant herein, Defendants were required to compensate their employees
19 for all hours worked upon reporting for work at the appointed time stated by the employer
20 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
21 Title 8, Section 11040.

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

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

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

1 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
2 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
3 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
4 reasonable attorney's fees and costs of suit.

5 29. 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 which will equal an
7 amount known to Plaintiff once she has obtained all of her payroll records from
8 Defendants.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

15 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
16 to suffer or permit a California employee to work without paying wages at the minimum wage
17 rate for all hours worked as required by the applicable Industrial Welfare Commission
18 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
19 8, Section 11040, subdivision 4.

20 32. Pursuant to IWC Wage Order no. 4-2001, subdivision 2(K), at all relevant times, "hours
21 worked" included "the time during which an employee is subject to the control of an employer,
22 and includes all the time the employee is suffered or permitted to work, whether or not required
23 to do so..."

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

34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or

1 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
2 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
3 to believe that their acts or omissions were not contrary to California law.

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

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

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME**

14 **(California Industrial Welfare Commission Order 4-2001, California Code of**
15 **Regulations Title 8 Section 11040; California Labor Code Section 510)**
16 **(Plaintiff against all named defendants and all DOE defendants)**

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

19 38. Pursuant to Industrial Welfare Commission Order No. 4-2001, Cal. Code of Regs., Title
20 8, Section 11040, for the period of Plaintiff's employment, Defendants were required to
21 compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the
22 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
23 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
24 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

25 39. Plaintiff was a non-exempt employee entitled to the protections of the California
26 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
27 Section 11040.

28 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.

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

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

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

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

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

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

15 47. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
16 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
17 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
18 reasonable attorney's fees and costs of suit.

19 48. 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 according to proof at
21 trial.

22 **FOURTH CAUSE OF ACTION**

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

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

25 **(Plaintiff against all Named Defendants and all DOE defendants)**

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

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

1 51. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
2 accurately reflected all information required by Labor Code Section 226, including but not
3 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
4 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
5 employee, all deductions, all hourly rates, and business expense reimbursement. Therefore,
6 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
7 accordance with California Labor Code Section 226(a).

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

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

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

21 **FIFTH CAUSE OF ACTION**

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

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

24 **(Plaintiff against all Named Defendants and all DOE defendants)**

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

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

57. Pursuant to California Labor Code Section 202, when an employee resigns, the

1 employer must pay all compensation due and owing within 72 hours of resignation, or on the
2 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

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

8 59. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
9 from his employment, Defendants willfully refused and continue to refuse to pay her unpaid
10 wages as required by Labor Code Section 203.

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

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

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

21 **SIXTH CAUSE OF ACTION**

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

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

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

25 63. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 62, inclusive, of this Complaint as though fully set forth herein.

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

65. At all times relevant during the liability period, Defendants failed to pay Plaintiff the

1 full amount of all owed wages when due as required by California Labor Code Section 204.

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

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

10 68. 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 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO GIVE REST BREAKS**

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

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

18 70. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 19 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provides
20 that every employer shall authorize and permit all employees to take rest periods,
21 which insofar as practicable shall be in the middle of each work period. The
22 authorized rest period time shall be based on the total hours worked daily at the rate
23 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 24 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which provides
25 that if an employer fails to provide an employee a rest period in accordance with the
26 applicable provisions of this order, the employer shall pay the employee one (1) hour
27 of pay at employee's regular rate of compensation for each workday that the rest
28 period is not provided;
- c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes

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

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

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

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

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

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO GIVE MEAL BREAKS**

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

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

26 76. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 27 a. California Labor Code section 512(a), which requires that employees be given a 30-
28 minute uninterrupted meal break after five (5) hours of work, and a second
uninterrupted meal break after ten (10) hours of work;

- 1 b. California Labor Code section 226.7, which states that (a) no employer shall require
2 any employee to work during any meal period mandated by an applicable order of
3 the Industrial Welfare Commission, and (b) if any employer fails to provide an
4 employee a meal period in accordance with an applicable order of the Industrial
5 Welfare Commission, the employer shall pay the employee one (1) additional hour
6 of pay at the employee's regular rate of compensation for each workday that the meal
7 period is not provided;
- 8 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
9 under Title 8 of the California Code of Regulations Section 11040, which states that
10 if an employer fails to provide an employee a meal period in accordance with the
11 applicable provisions of the Wage Order, the employer shall pay the employee one
12 (1) hour of pay at the employee's regular rate of compensation for each workday that
13 the meal period is not provided;
- 14 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
15 codified under Title 8 of the California Code of Regulations Section 11040, which
16 requires an employer to maintain records documenting its employees' meal periods;
- 17 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
18 codified under California Code of Regulations Section 11040 , which penalizes the
19 employer \$50.00 for each initial violation, per employee, of any provision of the
20 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 21 f. California Labor Code section 1171 and 1173, which have given the California Labor
22 Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4) as
23 enforceable law.

24 77. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
25 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
26 to take a second relieved meal break after ten (10) hours of work, as required by California law.
27 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
28 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that
employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that

1 the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty.
2 California Labor Code section 226.7 provides that employers may not require their employees
3 to work through their meal periods. California Labor Code section 226.7 and California Code of
4 Regulations section 11040 requires that if the employer fails to provide the employee with an
5 uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each
6 work day that the meal period is not given.

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

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

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

16 **NINTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

19 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

21 82. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
22 employee for all necessary expenditures or losses incurred by the employee in direct
23 consequence of the discharge of his or her duties."

24 83. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
25 his duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
26 of completing her job duties, which were not reimbursed by Defendants. These expenses include,
27 but are not limited to, uniforms and use of personal cell phones for work purposes as well as
28 uniform/equipment to effectuate their job duties as security guards. In terms of personal cell

1 phone use, Plaintiff used her cell phones for clocking in and out (Crew app) and for their security
2 protocols (Line app).

3 84. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
4 and attorney's fees and costs, under Labor Code section 2802.

5 **TENTH CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT**

7 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
8 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5,**
9 **1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802)**

10 **(Plaintiff Against all Named Defendants and all DOE Defendants)**

11 85. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 84, inclusive, of this Complaint as though fully set forth herein.

13 86. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
14 Defendants of the specific violations of the California Labor Code that Defendants
15 and DOE defendants have violated and continue to violate.

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

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

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

28 90. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged

1 violator and had one or more of the alleged violations committed against him, and therefore is
2 properly suited to represent the interests of other current and former hourly, non-exempt
3 employees who worked for SYSTEMS TECH at all locations in the state of California during
4 the relevant PAGA Period.

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

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

12 93. California Labor Code section 2699 et seq. imposes penalties upon culpable
13 Defendants for violating the Labor Code.

14 94. California Labor Code section 558 establishes a civil penalty as follows: Any
15 employer or other person action on behalf of an employer who violates, or causes to be
16 violated, a section of this chapter or any provision regulating hours and days of work in any
17 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
18 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
19 dollars (\$50) for each underpaid employee for each pay period for which the employee was
20 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid...

22 95. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
23 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
24 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved
25 employees in this specific cause of action under the Private Attorneys General Act.

26 96. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
27 the following:
28

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (no.4) violated based on the facts alleged in this Complaint.

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

ELEVENTH CAUSE OF ACTION

SEXUAL HARASSMENT IN VIOLATION OF FEHA

(Plaintiff against Systems Tech Unlimited, LLC and all DOE defendants)

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

99. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was in full force and effect and were binding on Defendant SYSTEMS TECH. Specifically, Government Code section 12940(j) prohibits an employer from sexually harassing an employee on the basis of her sex.

100. While in the scope of her employment at SYSTEMS TECH Plaintiff was sexually harassed on the job by the HR scheduling manager, after Plaintiff ended her relationship with him. This resulted in Plaintiff's work hours getting cut, creating a hostile sexual environment which materially altered Plaintiff's working conditions, and which constitutes sexual harassment in violation of California Government Code section 12940(j)(1). SYSTEMS TECH aided and abetted the sexual harassment due to failing to prevent the sexual harassment and the hostile work environment despite being on notice of the harasser's behavior and propensities. Note that the HR Scheduling Manager is considered a supervisor under FEHA as he controlled Plaintiff's work and work schedule. As such, it is Plaintiff's position that SYSTEMS TECH UNLIMITED, LLC would be liable for the HR Scheduling Manager's

1 sexually harassing behavior and in transforming Plaintiff's work environment into a hostile
2 sexual environment which materially altered Plaintiff's working conditions and which
3 constitutes sexual harassment in violation of California Government Code section 12940(j)(1).

4 Based upon what is alleged in the above paragraphs, the Plaintiff alleges that she was subjected
5 to a sexually hostile and abusive work environment with a quid pro quo nature, during the
6 period of time specified in these Paragraphs, for which the corporate Defendants did nothing to
7 stop the harassing and intolerable work environment. As alleged above, when Plaintiff ended
8 the relationship with the HR Scheduling Manager, Plaintiff's work hours were cut, she was
9 treated differently, and was verbally abused in person and via text message.
10

11 101. In engaging in the aforementioned conduct, Defendant SYSTEMS TECH and DOES 1
12 to 25, inclusive, and each of them, aided, abetted, incited, compelled, and/or coerced unlawful
13 employment practices in violation of the announced policy of this State against such practices.
14 Furthermore, they failed to take immediate and appropriate corrective action to prevent this
15 harassment.

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

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

25 104. The acts of oppression, fraud, and/or malice, were engaged in by employees of
26 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
27 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
28 wrongful conduct for which an award of punitive damages is sought, and/or was personally

1 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
2 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
3 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
4 to punitive and exemplary damages against each of the Defendants in accordance with California
5 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant.

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

11 **TWELFTH CAUSE OF ACTION**

12 **RETALIATION IN VIOLATION OF THE FEHA**

13 **(Plaintiff against Systems Tech Unlimited, LLC and all DOE Defendants)**

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

16 107. At all times herein mentioned, Government Code section 12940 et. seq. was in
17 full force and effect and was binding upon Defendants and each of them. Said statute imposes
18 certain duties upon Defendants concerning discrimination and retaliation against persons, such
19 as Plaintiff on the basis of religion, and other protected characteristics. Said statutes were
20 intended to prevent the type of injury and damage set forth herein. Plaintiff was, at all times
21 herein mentioned, a member of the class of persons intended to be protected by said statutes. As
22 alleged above, Plaintiff was retaliated against, her work hours were cut, and she was treated
23 differently as a result of ending her relationship with the HR scheduling manager all in violation
24 of California law.

25 108. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed in
26 that Plaintiff has suffered loss of wages, salary, and benefits, among other things. As a result,
27 Plaintiff has suffered such damages in an amount according to proof.

28 109. As a further direct and proximate result of the conduct of Defendants, and each

1 of them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and
2 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
3 such damages in an amount according to proof.

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

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

17 112. FEHA provides for an award of reasonable attorneys' fees and costs incurred by
18 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
19 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
20 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
21 award of attorneys' fees and costs.

22 **THIRTEENTH CAUSE OF ACTION**

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

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

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

26 113. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 112, inclusive, of this Complaint as though fully set forth herein.
28

1 114. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
2 constitute unfair and unlawful business practices under California Business and Professions
3 Code Section 17200, et seq.

4 115. Defendants' violations of California labor laws and FEHA constitutes a business
5 practice because it was done repeatedly over a significant period of time in a systematic
6 manner that was detrimental to Plaintiff and others.

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

11 **PRAYER FOR RELIEF**

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

- 14 1. For compensatory damages including lost past and future wages, regular wages,
15 overtime, and all other sums of money, including employment benefits, together with
16 interest on said amounts, and any other economic injury to Plaintiff, up to an amount of
17 **\$350,000;**
- 18 2. For general damages up to the amount of **\$750,000;**
- 19 3. For special and consequential damages to Plaintiff in an amount up to **\$250,000;**
- 20 4. For punitive and exemplary damages against Defendants in an amount subject to proof;
- 21 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount up
22 to **\$4,000;**
- 23 6. For damages and penalties pursuant to Labor Code Section 203 in an amount up to
24 **\$10,000;**
- 25 7. For damages and penalties pursuant to Labor Code Section 204/210 in an amount up to
26 **\$25,000;**
- 27 8. For restitution and disgorgement for all unfair business practices by corporate Defendants
28 against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining corporate Defendants from further unfair and unlawful business

practices in violation of Business and Professions Code Sections 17200, et seq.;

10. 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 for an amount up to **\$25,000**;

11. 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 for an amount up to **\$25,000**;

12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action up to an amount of **\$150,000** for Plaintiff individually;

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

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

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

16. For all interest as allowed by law;

17. For all costs and disbursements incurred in this suit;

18. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code, Code of Civil Procedure section 1021.5, and/or other applicable laws; and

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

DATED: May 14, 2024

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Angelina Murdock

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DATED: May 14, 2024

By Harout Messrelian, Esq.
Attorneys for Plaintiff Angelina Murdock