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Superior Court of California
County of Sacramento

05/22/2024

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05/22/2024

By: K. Johnson Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

SHIRISTIKA PRASAD, an individual, and
PRITIKA PRASAD, an individual, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

VACUUM PROCESS ENGINEERING, INC., a
California Corporation, and DOES 1 through 50,
Inclusive,

Defendants.

Case No.: **24CV010094**

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;

8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699, et seq. for violations of Labor Code §§ 201, 201.3, 202, 203, 204 *et seq.*, 210. 218, 218.5, 218.6, 221, 226(a), 226(a)(8), 226.2, 226.3, 232, 246, 226.7, 227.3, 510, 512, 558, 1102.5, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and 2804, California Code of Regulations, and the applicable Wage Order(s).
10. UNLAWFUL DISCRIMINATION BASED ON RELIGION IN VIOLATION OF FEHA, Cal. Gov. Code §12940(a);
11. HARASSMENT BASED ON RELIGION IN VIOLATION OF FEHA, CAL. GOC. CODE § 12900, *ET SEQ.*
12. FAILURE TO ACCOMMODATE RELIGIOUS BELIEFS IN VIOLATION OF FEHA, CAL.GOV. CODE §12940, *ET SEQ.*
13. RETALIATION IN VIOLATION OF FEHA, Cal. Gov. Code §12900 *et seq.*;
14. UNLAWFUL DISCRIMINATION BASED ON SEX/GENDER IN VIOLATION OF FEHA, Cal. Gov. Code §12940(a);
15. FAILURE TO PREVENT DISCRIMINATION AND RETALIATION BASED ON RELIGION IN VIOLATION OF FEHA, CAL. GOV. CODE §12900, *ET SEQ.*

Judge:

Dept:

Date Action Filed:

Plaintiffs SHIRISTIKA PRASAD, an individual, and PRITIKA PRASAD, an individual, (hereinafter “PLAINTIFFS”), on behalf of themselves, and all other similarly situated current and former employees, allege on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. DEFENDANT VACUUM PROCESS ENGINEERING, INC (“DEFENDANT”) is a California Corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in California.

2. DEFENDANT at all relevant times mentioned herein is a thermal engineering and manufacturing company that provides metallurgical services to create products. DEFENDANT also sells products including high-temperature retroreflectors, pinch-off and pump-out tubes and laminated clad metal sheets.

3. PLAINTIFF SHIRISTIKA PRASAD is employed by DEFENDANT in California as a non-exempt employee entitled to minimum wages, overtime pay and meal and rest periods from February 2022 to present. PLAINTIFF SHIRISTIKA PRASAD was at all times during her employment with DEFENDANT entitled to legally required meal and rest periods, and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFF PRITIKA PRASAD is employed by DEFENDANT in California as a non-exempt employee entitled to minimum wages, overtime pay and meal and rest periods from September 2022 to present. PLAINTIFF PRITIKA PRASAD was at all times during her employment with DEFENDANT entitled to legally required meal and rest periods, and payment of minimum and overtime wages due for all time worked.

5. PLAINTIFFS bring this Class Action on behalf of themselves and a California class, defined as all persons who are or previously were employed by DEFENDANT VACUUM PROCESS ENGINEERING, INC in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

6. PLAINTIFFS bring this Class Action on behalf of themselves and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice which failed to lawfully compensate these employees. DEFENDANT’s uniform policy and practice alleged herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained and continues to retain wages due to

1 PLAINTIFFS and the other members of the CALIFORNIA CLASS. PLAINTIFFS and the other members
2 of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the future,
3 relief for the named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been
4 economically injured by DEFENDANT's past and current unlawful conduct, and all other appropriate
5 legal and equitable relief.

6 7. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or
7 otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently unknown to PLAINTIFFS who
8 therefore sue these DEFENDANTS by such fictitious names pursuant to Cal. Civ. Proc. Code § 474.
9 PLAINTIFFS will seek leave to amend this Complaint to allege the true names and capacities of Does 1
10 through 50, inclusive, when they are ascertained. PLAINTIFFS are informed and believe, and based upon
11 that information and belief alleges, that the DEFENDANTS named in this Complaint, including DOES 1
12 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that
13 proximately caused the injuries and damages hereinafter alleged.

14 8. The agents, servants and/or employees of the DEFENDANTS and each of them acting on behalf
15 of the DEFENDANTS acted within the course and scope of his, her or its authority as the agent, servant
16 and/or employee of the DEFENDANTS, and personally participated in the conduct alleged herein on
17 behalf of the DEFENDANTS with respect to the conduct alleged herein. Consequently, the acts of each
18 DEFENDANTS are legally attributable to the other DEFENDANTS and all DEFENDANTS are jointly
19 and severally liable to PLAINTIFFS and the other members of the CALIFORNIA CLASS, for the loss
20 sustained as a proximate result of the conduct of the DEFENDANTS' agents, servants and/or employees.

21 9. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of the PLAINTIFFS'
22 employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a
23 section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of
24 work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for
25 each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

26 10. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of PLAINTIFFS'
27 employer either individually or as an officer, agent, or employee of another person, within the meaning of
28 California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the

1 minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid
2 employee.

3 11. DEFENDANT's uniform policies and practices alleged herein were unlawful, unfair, and
4 deceptive business practices whereby DEFENDANT retained and continue to retain wages due to
5 PLAINTIFFS and other members of the CALIFORNIA CLASS.

6 12. PLAINTIFFS and other members of the CALIFORNIA CLASS seek an injunction enjoining such
7 conduct by DEFENDANT in the future, relief for the named PLAINTIFFS and other members of the
8 CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and current
9 unlawful conduct, and all other appropriate legal and equitable relief.

10 **JURISDICTION AND VENUE**

11 13. This Court has jurisdiction over this Action pursuant to California Code of Civil
12 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is
13 brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees of DEFENDANT
14 pursuant to Cal. Code of Civ. Proc. § 382.

15 14. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
16 395 and 395.5, because DEFENDANT operates in locations across California, employs the
17 CALIFORNIA CLASS across California, including in this County, and committed the wrongful conduct
18 herein alleged in this County against the CALIFORNIA CLASS.

19 **THE CONDUCT**

20 15. In violation of the applicable sections of the California Labor Code and the requirements
21 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company
22 policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally
23 compliant meal and rest periods, failed to accurately compensate PLAINTIFFS and the other members
24 of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFFS and the other
25 members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFFS and other
26 members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFFS and the other
27 members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate
28 PLAINTIFFS and other members of the CALIFORNIA CLASS meal rest premiums at the regular rate,

1 failed to reimburse PLAINTIFFS and other CALIFORNIA CLASS Members for business expenses,
2 and failed to issue to PLAINTIFFS and the members of the CALIFORNIA CLASS with accurate
3 itemized wage statements showing, among other things, all applicable hourly rates in effect during the
4 pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANT's uniform
5 policies and practices are intended to purposefully avoid the accurate and full payment for all time
6 worked as required by California law which allows DEFENDANT to illegally profit and gain an unfair
7 advantage over competitors who comply with the law. To the extent equitable tolling operates to toll
8 claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted
9 accordingly.

10 **A. Meal Period Violations**

11 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
12 required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked, meaning
13 the time during which an employee is subject to the control of an employer, including all the time the
14 employee is suffered or permitted to work. From time to time during the CLASS PERIOD,
15 DEFENDANT required PLAINTIFFS and CALIFORNIA CLASS Members to work without paying
16 them for all the time they were under DEFENDANT's control. Specifically, DEFENDANT required
17 PLAINTIFFS to work while clocked out during what was supposed to be PLAINTIFFS' off-duty meal
18 break. Indeed, there were many days where PLAINTIFFS did not even receive a partial lunch. As a
19 result, the PLAINTIFFS and other CALIFORNIA CLASS Members forfeited minimum wage and
20 overtime compensation by regularly working without their time being accurately recorded and without
21 compensation at the applicable minimum wage and overtime rates. DEFENDANT's uniform policy
22 and practice not to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked is
23 evidenced by DEFENDANT's business records.

24 17. From time to time during the CLASS PERIOD, as a result of their rigorous work
25 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFFS and other CALIFORNIA
26 CLASS Members are from time to time unable to take thirty (30) minute off duty meal breaks and were
27 not fully relieved of duty for their meal periods. PLAINTIFFS and other CALIFORNIA CLASS
28 Members are required to perform work as ordered by DEFENDANT for more than five (5) hours during

1 some shifts without receiving a meal break. Further, DEFENDANT fails to provide PLAINTIFFS and
2 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which these
3 employees are required by DEFENDANT to work ten (10) hours of work. The nature of the work
4 performed by PLAINTIFFS and other CALIFORNIA CLASS Members does not qualify for the limited
5 and narrowly construed “on-duty” meal period exception. When they were provided with meal periods,
6 PLAINTIFFS and other CALIFORNIA CLASS Members were, from time to time, required to remain
7 on duty and on call. DEFENDANT’s failure to provide PLAINTIFFS and the CALIFORNIA CLASS
8 Members with legally required meal breaks is evidenced by DEFENDANT’s business records.
9 PLAINTIFFS and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without
10 additional compensation and in accordance with DEFENDANT’s strict corporate policy and practice.

11 **B. Rest Period Violations**

12 18. From time to time during the CLASS PERIOD, PLAINTIFFS and other CALIFORNIA
13 CLASS Members were also required to work in excess of four (4) hours without being provided ten (10)
14 minute rest periods as a result of their rigorous work requirements and DEFENDANT’s inadequate
15 staffing. Further, for the same reasons, these employees were denied their first rest periods of at least
16 ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first
17 and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight
18 (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some
19 shifts worked of ten (10) hours or more from time to time. When they were provided with rest breaks,
20 PLAINTIFFS and other CALIFORNIA CLASS Members were, from time to time, required to remain
21 on duty and/or on call. PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided
22 with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT’s
23 inadequate staffing, PLAINTIFFS and other CALIFORNIA CLASS Members were from time to time
24 denied their proper rest periods by DEFENDANT and DEFENDANT’s managers.

25 **C. Unreimbursed Business Expenses**

26 19. DEFENDANT as a matter of corporate policy, practice, and procedure, intentionally,
27 knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS and the other
28 CALIFORNIA CLASS Members for required business expenses incurred by the PLAINTIFFS and

1 other CALIFORNIA CLASS Members in direct consequence of discharging their duties on behalf of
2 DEFENDANT. Under California Labor Code Section 2802, employers are required to indemnify
3 employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802
4 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or
5 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
6 her obedience to the directions of the employer, even though unlawful, unless the employee, at the time
7 of obeying the directions, believed them to be unlawful."

8 20. In the course of their employment, DEFENDANT required PLAINTIFFS and other
9 CALIFORNIA CLASS Members to use their personal cell phones as a result of and in furtherance of
10 their job duties. Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required
11 to use their personal cell phones in order to perform work related tasks. However, DEFENDANT
12 unlawfully failed to reimburse PLAINTIFFS and other CALIFORNIA CLASS Members for the use of
13 their personal cell phones As a result, in the course of their employment with DEFENDANT, the
14 PLAINTIFFS and other CALIFORNIA CLASS Members incurred unreimbursed business expenses that
15 included, but were not limited to, costs related to the use of their personal cell phones, all on behalf of
16 and for the benefit of DEFENDANT.

17 **D. Wage Statement Violations**

18 21. California Labor Code Section 226 required an employer to furnish its employees and
19 accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked,
20 (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
21 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
22 and only the last four digits of the employee's social security number or an employee identification
23 number other than a social security number, (8) the name and address of the legal entity that is the
24 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
25 number of hours worked at each hourly rate by the employee.

26 22. From time to time during the CLASS PERIOD, when PLAINTIFFS and other
27 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for missed
28 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed to

1 provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and accurate wage
2 statements which failed to show, among other things, all deductions, the total hours worked and all
3 applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at
4 each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods.

5 23. Further, from time to time, DEFENDANTS included Holiday, Sick, Missed Rest Period
6 Premium, and Vacation hours into the computation of total hours worked for purposes of Cal. Lab. Code
7 §226(a)(2), notwithstanding the fact that Holiday, Sick, Missed Rest Period Premium, and Vacation
8 hours are not considered hours worked. DEFENDANTS' inclusion of Holiday, Sick, Missed Rest Period
9 Premium, and Vacation hours into the total hours worked in itemized wage statements issued to
10 PLAINTIFFS and other CALIFORNIA CLASS Members violates Cal. Lab. Code §226(a)(2).

11 24. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
12 PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with Cal.
13 Lab. Code § 226.

14 25. As a result, DEFENDANT issued PLAINTIFFS and other members of the
15 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
16 DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional
17 payroll error due to clerical or inadvertent mistake.

18 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

19 26. During the CLASS PERIOD, from time-to-time DEFENDANT failed and continues to
20 fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS for all hours
21 worked.

22 27. During the CLASS PERIOD, from time-to-time DEFENDANT required PLAINTIFFS
23 and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift working. This
24 resulted in PLAINTIFFS and other members of the CALIFORNIA CLASS to have to work while off-
25 the-clock.

26 28. DEFENDANT directed and directly benefited from the undercompensated off-the-clock
27 work performed by PLAINTIFFS and the other CALIFORNIA CLASS Members.

1 29. DEFENDANT controlled the work schedules, duties, and protocols, applications,
2 assignments, and employment conditions of PLAINTIFFS and the other members of the CALIFORNIA
3 CLASS.

4 30. DEFENDANT was able to track the amount of time PLAINTIFFS and the other members
5 of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to document, track, or pay
6 PLAINTIFFS and the other members of the CALIFORNIA CLASS all wages earned and owed for all
7 the work they performed.

8 31. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-exempt
9 employees, subject to the requirements of the California Labor Code.

10 32. DEFENDANT's policies and practices deprived PLAINTIFFS and the other
11 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed for
12 the off-the-clock work activities. Because PLAINTIFFS and the other members of the CALIFORNIA
13 CLASS typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day,
14 DEFENDANT's policies and practices also deprived them of overtime pay.

15 33. DEFENDANT knew or should have known that PLAINTIFFS and the other members of
16 the CALIFORNIA CLASS off-the-clock work was compensable under the law.

17 34. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS forfeited
18 wages due to them for all hours worked at DEFENDANT's direction, control, and benefit for the time
19 spent working while off-the-clock. DEFENDANT's uniform policy and practice to not pay
20 PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all hours worked in accordance
21 with applicable law is evidenced by DEFENDANT's business records.

22 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
23 **Redeemed Sick Pay**

24 35. From time to time during the CLASS PERIOD, DEFENDANT failed and continues to
25 fail to accurately calculate and pay PLAINTIFFS and the other CALIFORNIA CLASS Members for
26 their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay.
27 As a result, PLAINTIFFS and the other CALIFORNIA CLASS Members forfeited wages due to them
28 for working overtime without compensation at the correct overtime and double time rates, meal and rest

1 period premiums, and redeemed sick pay rates. DEFENDANT's uniform policy and practice not to pay
2 the CALIFORNIA CLASS Members at the correct rate for all overtime and double time worked, meal
3 and rest period premiums, and redeemed sick pay in accordance with applicable law is evidenced by
4 DEFENDANT's business records.

5 36. State law provides that employees must be paid overtime at one-and-one-half times their
6 "regular rate of pay." PLAINTIFFS and other CALIFORNIA CLASS Members were compensated at
7 an hourly rate plus incentive pay that was tied to specific elements of an employee's performance.

8 37. The second component of PLAINTIFFS' and other CALIFORNIA CLASS Members'
9 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFFS and
10 other CLASS MEMBERS incentive wages based on their performance for DEFENDANTS. The non-
11 discretionary bonus program provided all employees paid on an hourly basis with bonus compensation
12 when the employees met the various performance goals set by DEFENDANTS.

13 38. However, from-time-to-time, when calculating the regular rate of pay, in those pay
14 periods where PLAINTIFFS and other CALIFORNIA CLASS members worked overtime, double time,
15 paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary
16 bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as part
17 of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all non-
18 overtime hours worked. Management and supervisors described the incentive/bonus program to
19 potential and new employees as part of the compensation package. As a matter of law, the incentive
20 compensation received by PLAINTIFFS and other CALIFORNIA CLASS members must be included
21 in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime
22 and double time compensation, meal and rest period premiums, and redeemed sick pay to PLAINTIFFS
23 and other CALIFORNIA CLASS members by DEFENDANTS. Specifically, California Labor Code
24 Section 246 mandates that paid sick time for non-employees shall be calculated in the same manner as
25 the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether
26 or not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
27 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes
28

of sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

39. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and sick pay. This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment of the correct overtime and double time compensation, meal and rest period premiums, and sick pay as required by California law which allowed DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

G. Violations for Untimely Payment of Wages

40. Pursuant to California Labor Code section 204, PLAINTIFFS and the CALIFORNIA CLASS members were entitled to timely payment of wages during their employment. PLAINTIFFS and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within permissible time period.

H. Unlawful Deductions

41. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFFS and CALIFORNIA CLASS Members' pay without explanations and without authorization to do so or notice to PLAINTIFFS and the CALIFORNIA CLASS Members. As a result, DEFENDANTS violated Labor Code § 221.

42. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to take off duty meal and rest breaks and were not fully relieved of duty for their rest and meal periods. PLAINTIFFS were required to perform work as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to provide PLAINTIFFS with a second off-duty meal period each workday in which they were required by

DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on-duty and on-call for the rest break. DEFENDANT policy caused PLAINTIFFS to remain on-call and on-duty during what was supposed to be their off-duty meal periods. PLAINTIFFS therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANT'S strict corporate policy and practice. Moreover, DEFENDANT also provided PLAINTIFFS with paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFFS for required business expenses related to the personal expenses incurred for the use of their personal cell phones, on behalf of and in furtherance of his employment with DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFFS the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFFS individually do not exceed the sum or value of \$75,000.

I. Timekeeping Manipulation

43. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an immutable timekeeping system to accurately record and pay PLAINTIFFS and other members of the CALIFORNIA CLASS for the actual time PLAINTIFFS and other members of the CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and other members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks.

44. As a result, PLAINTIFFS and other members of the CALIFORNIA CLASS, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

45. The mutability of the timekeeping system also allowed DEFENDANTS to alter employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS' timekeeping system so as to create the appearance that PLAINTIFFS and other members of the CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees were not at all times provided an off-

1 duty meal break. This practice is a direct result of DEFENDANT's uniform policy and practice of denying
2 employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensate them
3 for missed meal breaks

4 46. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS forfeited wages
5 due them for all hours worked at DEFENDANTS' direction, control and benefit for the time the
6 timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay
7 PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all hours worked in accordance
8 with applicable law is evidenced by DEFENDANTS' business records.

9 47. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to take off duty
10 meal and rest breaks and was not fully relieved of duty for their rest and meal periods. PLAINTIFFS were
11 required to perform work as ordered by DEFENDANT for more than five (5) hours during a shift without
12 receiving an off-duty meal break. Further, DEFENDANT failed to provide PLAINTIFFS with a second
13 off-duty meal period each workday in which she was required by DEFENDANT to work ten (10) hours
14 of work. When DEFENDANT provided PLAINTIFFS with a rest break, they required PLAINTIFFS to
15 remain on-duty and on-call for the rest break. DEFENDANT policy caused PLAINTIFFS to remain on-
16 call and on-duty during what was supposed to be their off-duty meal periods. PLAINTIFFS therefore
17 forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANT'S
18 strict corporate policy and practice. Moreover, DEFENDANT also provided PLAINTIFFS with paystubs
19 that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse
20 PLAINTIFFS for required business expenses related to the use of her personal cell phone, on behalf of
21 and in furtherance of their employment with DEFENDANT. To date, DEFENDANT has not fully paid
22 PLAINTIFFS the minimum, overtime and double time compensation still owed to her or any penalty
23 wages owed to them under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFFS
24 individually does not exceed the sum or value of \$75,000.

25 **J. Plaintiffs' Individual Claims:**

26 48. PLAINTIFFS are, and at all times identify as women, and while employed with DEFENDANT
27 are, of the HINDU religion, and practicing HINDUISM. At all relevant times while employed with
28 DEFENDANT, PLAINTIFFS requested accommodation for their religious creed. In accordance with

1 Plaintiffs' religious observance and/or practice of their religious beliefs, PLAINTIFFS, while employed
2 with DEFENDANT, participate in Diwali and prayer services organized by their Priest.

3 49. PLAINTIFFS hold a sincere belief that it is their religious obligation to participate in
4 Diwali, prayer and other Hindu religious creed.

5 50. On June 27, 2023, PLAINTIFF Pritika Prasad, requested July 7, 2023 off to observe their
6 yearly Goddess prayer. On June 29, 2023, her request to take July 7, 2023 off was not approved and she
7 was given a disciplinary action notice. In the disciplinary action notice the Employer demanded that
8 Plaintiff Pritika Prasad provide for any future religious activity to request in writing the time, date and
9 location of her religious activity in order to take the day off.

10 51. On or about November 2023, PLAINTIFF requested Monday November 13, 2023 off to
11 observe Diwali. DEFENDANTS Glenn Low, supervisor to Plaintiffs, and Andrew Thudium, of the
12 Human Resources Department both questioned PLAINTIFFS and requested a phone number, flier, any
13 documents or contact of a person which proved that PLAINTIFFS would be taking off to observe Diwali.

14 52. On or about in early 2023, PLAINTIFF Shiristika Prasad began witnessing manager,
15 Martin Ahadi, engage in inappropriate conduct toward and about female employees. Mr. Ahadi
16 inappropriately began commenting to PLAINTIFFS AND staff that "women should not be allowed in
17 the work place" and "This is why I don't like hiring women." Mr. Ahadi often showed frustration when
18 women employees had to call off or take days off due to unexpected childcare.

19 53. On or about May 2023, PLAINTIFF Shiristika Prasad discovered Mr. Ahadi was
20 promoting a male employee who had been with the company for less time and had lacked the experience
21 and qualification that Plaintiff Shiriska Prasad had.

22 54. On or about June 14, 2023, PLAINTIFF Shiristika Prasad voiced these concerns to
23 Andrew Thudium in Human resources, in writing.

24 55. After Mr. Ahadi discovered that PLAINTIFFS complained to Human Resources he
25 retaliated against PLAINTIFFS by separating PLAINTIFFS from working Advanced Semiconductor
26 Material Lithography "ASML" department and demoting them to "ALTEX."

27 56. On or about May 26, 2023, Shiristika Prasad provided a doctor's note indicating she had
28 plantar fasciitis and needed to off her feet. She notified Human Resources Andrew Thudium. That same

day, Mr. Thudium responded to her and told her that after speaking to Martin she would be placed in the polishing department. The polishing department is objectively the worst department and a department where only men work. Plaintiff Shiristika Prasad told him that was a department where only men worked and there were two other departments what would be able to accommodate her medical condition. Plaintiff Shiristika Prasad was ultimately demoted and placed in the polishing department.

57. On or about May 16, 2024, PLAINTIFFS Pritika Prasad and Shiristika Prasad filed a charge of discrimination with California Department of Fair Employment and Housing (“DFEH”) relating to their claims under the California Fair Employment and Housing Act, Government Code §12940 *et seq.* That same day, the DFEH closed PLAINTIFFS’ case and issued a Right-To-Sue Notice. Therefore, PLAINTIFFS have exhausted their administrative remedies. True and correct copies of the charge of discrimination and right-To-Sue Notice are attached hereto as **Exhibit 2**.

CLASS ACTION ALLEGATIONS

58. PLAINTIFFS bring this Class Action on behalf of themselves, and a California class defined as all persons who are or previously were employed by DEFENDANT in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

59. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

60. The members of the class are so numerous that joinder of all class members is impractical.

61. Common questions of law and fact regarding DEFENDANT’s conduct, including but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of

1 compensation for missed meal and rest period premiums, failing to provide legally compliant meal and
2 rest periods, failed to reimburse for business expenses, failure to provide accurate itemized wage
3 statements accurate, and failure to ensure they are paid at least minimum wage and overtime, exist as to
4 all members of the class and predominate over any questions affecting solely any individual members
5 of the class. Among the questions of law and fact common to the class are:

- 6 a. Whether DEFENDANT maintained legally compliant meal period policies and practices;
- 7 b. Whether DEFENDANT maintained legally compliant rest period policies and practices;
- 8 c. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA CLASS
9 Members accurate premium payments for missed meal and rest periods;
- 10 d. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA CLASS
11 Members accurate overtime wages;
- 12 e. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA CLASS
13 Members at least minimum wage for all hours worked;
- 14 f. Whether DEFENDANT failed to compensate PLAINTIFFS and the CALIFORNIA
15 CLASS Members for required business expenses;
- 16 g. Whether DEFENDANT issued legally compliant wage statements;
- 17 h. Whether DEFENDANT committed an act of unfair competition by systematically failing
18 to record and pay PLAINTIFFS and the other members of the CALIFORNIA CLASS
19 for all time worked;
- 20 i. Whether DEFENDANT committed an act of unfair competition by systematically failing
21 to record all meal and rest breaks missed by PLAINTIFFS and other CALIFORNIA
22 CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required
23 employees to perform this work and permits or suffers to permit this work;
- 24 j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL,
25 by failing to provide the PLAINTIFFS and the other members of the CALIFORNIA
26 CLASS with the legally required meal and rest periods.

27 62. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages as a
28 result of DEFENDANT's conduct and actions alleged herein.

1 63. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and
2 PLAINTIFFS have the same interests as the other members of the class.

3 64. PLAINTIFFS will fairly and adequately represent and protect the interests of the
4 CALIFORNIA CLASS Members.

5 65. PLAINTIFFS retained able class counsel with extensive experience in class action
6 litigation.

7 66. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the interest
8 of the other CALIFORNIA CLASS Members.

9 67. There is a strong community of interest among PLAINTIFFS and the members of the
10 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are sufficient to
11 adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained.

12 68. The questions of law and fact common to the CALIFORNIA CLASS Members
13 predominate over any questions affecting only individual members, including legal and factual issues
14 relating to liability and damages.

15 69. A class action is superior to other available methods for the fair and efficient adjudication
16 of this controversy because joinder of all class members is impractical. Moreover, since the damages
17 suffered by individual members of the class may be relatively small, the expense and burden of
18 individual litigation makes it practically impossible for the members of the class individually to redress
19 the wrongs done to them. Without class certification and determination of declaratory, injunctive,
20 statutory, and other legal questions within the class format, prosecution of separate actions by individual
21 members of the CALIFORNIA CLASS will create the risk of:

- 22 a. Inconsistent or varying adjudications with respect to individual members of the
23 CALIFORNIA CLASS which would establish incompatible standards of conduct for the
24 parties opposing the CALIFORNIA CLASS; and/or,
25 b. Adjudication with respect to individual members of the CALIFORNIA CLASS which
26 would as a practical matter be dispositive of the interests of the other members not party
27 to the adjudication or substantially impair or impeded their ability to protect their
28 interests.

70. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)

71. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

72. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

73. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

74. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

75. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous or substantially injurious to employees, and were without valid justification or utility for which this Court

1 should issue equitable and injunctive relief pursuant to Section 17203 of the California Business &
2 Professions Code, including restitution of wages wrongfully withheld.

3 76. By the conduct alleged herein, DEFENDANT's practices were deceptive and fraudulent
4 in that DEFENDANT's uniform policy and practice failed to provide the legally mandated meal and
5 rest periods and the required amount of compensation for missed meal and rest periods, failed to pay
6 minimum and overtime wages owed, and failed to reimburse all necessary business expenses incurred,
7 due to a systematic business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code,
8 and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and
9 for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code §
10 17203, including restitution of wages wrongfully withheld.

11 77. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair, and
12 deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and the other members
13 of the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANT.

14 78. By the conduct alleged herein, DEFENDANT's practices were also unfair and deceptive
15 in that DEFENDANT's uniform policies, practices and procedures failed to provide mandatory meal
16 and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as required by Cal. Lab.
17 Code §§ 226.7 and 512.

18 79. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
19 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal period
20 was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in
21 which a second off-duty meal period was not timely provided for each ten (10) hours of work.

22 80. PLAINTIFFS further demand on behalf of themselves and on behalf of each
23 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was not
24 timely provided as required by law.

25 81. By and through the unlawful and unfair business practices described herein,
26 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the other
27 members of the CALIFORNIA CLASS, including earned wages for all time worked, and has deprived
28 them of valuable rights and benefits guaranteed by law and contract, all to the detriment of these

employees and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete against competitors who comply with the law.

82. All the acts described herein as violations of, among other things, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

83. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair business practices, including earned but unpaid wages for all time worked.

84. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and deceptive, and that injunctive relief should be issued restraining DEFENDANT from engaging in any unlawful and unfair business practices in the future.

85. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair business practices.

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1 **SECOND CAUSE OF ACTION**

2 **Failure To Pay Minimum Wages**

3 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

4 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL DEFENDANTS)**

5 86. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

7 87. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim for
8 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
9 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
10 minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

11 88. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy,
12 an employer must timely pay its employees for all hours worked.

13 89. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
14 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
15 minimum so fixed is unlawful.

16 90. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including
17 minimum wage compensation and interest thereon, together with the costs of suit.

18 91. DEFENDANT maintained a uniform wage practice of paying PLAINTIFFS and the other
19 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. As set
20 forth herein, DEFENDANT's uniform policy and practice was to unlawfully and intentionally deny
21 timely payment of wages due to PLAINTIFFS and the other members of the CALIFORNIA CLASS.

22 92. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested, without
23 limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform
24 policy and practice that denies accurate compensation to PLAINTIFFS and the other members of the
25 CALIFORNIA CLASS in regard to minimum wage pay.

26 93. In committing these violations of the California Labor Code, DEFENDANT inaccurately
27 calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFFS
28 and other members of the CALIFORNIA CLASS. DEFENDANT acted in an illegal attempt to avoid

1 the payment of all earned wages, and other benefits in violation of the California Labor Code, the
2 Industrial Welfare Commission requirements and other applicable laws and regulations.

3 94. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
4 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct minimum
5 wage compensation for their time worked for DEFENDANT.

6 95. During the CLASS PERIOD, PLAINTIFFS and the other members of the CALIFORNIA
7 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned
8 wages.

9 96. By virtue of DEFENDANT's unlawful failure to accurately pay all earned compensation
10 to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true time they worked,
11 PLAINTIFFS and the other members of the CALIFORNIA CLASS have suffered and will continue to
12 suffer an economic injury in amounts which are presently unknown to them, and which will be
13 ascertained according to proof at trial.

14 97. DEFENDANT knew or should have known that PLAINTIFFS and the other members of
15 the CALIFORNIA CLASS were under-compensated for their time worked. DEFENDANT
16 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
17 employees for their labor as a matter of uniform company policy, practice and procedure, and
18 DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFFS and the other
19 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

20 98. In performing the acts and practices herein alleged in violation of California labor laws,
21 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
22 them with the requisite compensation, DEFENDANT acted and continues to act intentionally,
23 oppressively, and maliciously toward PLAINTIFFS and the other members of the CALIFORNIA
24 CLASS with a conscious and utter disregard for their legal rights, or the consequences to them, and with
25 the despicable intent of depriving them of their property and legal rights, and otherwise causing them
26 injury in order to increase company profits at the expense of these employees.

27 99. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore request
28 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of

any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the CALIFORNIA CLASS Members who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

Failure To Pay Overtime Compensation

(Cal. Lab. Code §§ 204, 510, 1194 and 1198)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL DEFENDANT)

100. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

101. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

102. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

103. Cal. Lab. Code § 510 provides that employees in California shall not be employed more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

104. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum and overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

1 105. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members were
2 required by DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
3 including overtime work.

4 106. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested, without
5 limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform
6 policy and practice that failed to accurately record overtime worked by PLAINTIFFS and other
7 CALIFORNIA CLASS Members and denied accurate compensation to PLAINTIFFS and the other
8 members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed
9 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours
10 in any workweek.

11 107. In committing these violations of the California Labor Code, DEFENDANT inaccurately
12 recorded overtime worked and consequently underpaid the overtime worked by PLAINTIFFS and other
13 CALIFORNIA CLASS Members. DEFENDANT acted in an illegal attempt to avoid the payment of
14 all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
15 Commission requirements and other applicable laws and regulations.

16 108. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
17 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct overtime
18 compensation for their time worked for DEFENDANT.

19 109. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
20 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFFS and the
21 other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and the other members of the
22 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude
23 the causes of action contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf
24 of themselves, and the CALIFORNIA CLASS, based on DEFENDANT's violations of non-negotiable,
25 non-waivable rights provided by the State of California.

26 110. During the CLASS PERIOD, PLAINTIFFS and the other members of the CALIFORNIA
27 CLASS were paid less for overtime worked that they were entitled to, constituting a failure to pay all
28 earned wages.

111. DEFENDANT failed to accurately pay PLAINTIFFS and the other members of the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even though PLAINTIFFS and the other members of the CALIFORNIA CLASS were regularly required to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business records and witnessed by employees.

112. By virtue of DEFENDANT's unlawful failure to accurately pay all earned compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true amount of overtime they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer an economic injury in amounts which are presently unknown to them, and which will be ascertained according to proof at trial.

113. DEFENDANT knew or should have known that PLAINTIFFS and the other members of the CALIFORNIA CLASS were undercompensated for their time worked. DEFENDANT systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime worked.

114. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide them with the requisite compensation, DEFENDANT acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

115. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS request recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or

1 other applicable statutes. To the extent overtime compensation is determined to be owed to the
2 CALIFORNIA CLASS Members who have terminated their employment, DEFENDANT’S conduct
3 also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to
4 waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein. DEFENDANT’s
5 conduct as alleged herein was willful, intentional, and not in good faith. Further, PLAINTIFFS and other
6 CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

7 **FOURTH CAUSE OF ACTION**

8 **Failure To Provide Required Meal Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

10 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)**

11 116. PLAINTIFFS and the other members of the CALIFORNIA CLASS, reallege and
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

13 117. During the CLASS PERIOD, DEFENDANT failed to provide all the legally required
14 off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA CLASS Members as required by the
15 applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFFS and
16 CALIFORNIA CLASS Members did not prevent these employees from being relieved of all of their
17 duties for the legally required off-duty meal periods. As a result of their rigorous work schedules,
18 PLAINTIFFS and other CALIFORNIA CLASS Members were often not fully relieved of duty by
19 DEFENDANT for their meal periods. Additionally, DEFENDANT’s failure to provide PLAINTIFFS
20 and the CALIFORNIA CLASS Members with legally required meal breaks prior to their fifth (5th) hour
21 of work is evidenced by DEFENDANT’s business records. Further, DEFENDANT failed to provide
22 PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period in some
23 workdays in which these employees were required by DEFENDANT to work ten (10) hours of work.
24 As a result, PLAINTIFFS and other members of the CALIFORNIA CLASS forfeited meal breaks
25 without additional compensation and in accordance with DEFENDANT’s strict corporate policy and
26 practice.

27 118. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC
28 Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members who were

not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

119. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)

120. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

121. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate PLAINTIFFS and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANT's business records.

122. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members who were

not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

123. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

Failure To Reimburse Employees for Required Expenses

(Cal. Lab. Code §§ 2802)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)

124. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

125. Cal. Lab. Code § 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

126. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses which included, but were not limited to, personal expenses incurred for the use of personal cell phones, purchase of tools, all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANT to use their personal cell phones to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses resulting from the use of personal cell phones within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS and the CALIFORNIA

1 CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFFS and the
2 CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and
3 regulations of California.

4 127. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred by
5 them and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANT,
6 or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under
7 Cal. Lab. Code § 2802.

8 **SEVENTH CAUSE OF ACTION**

9 **Failure To Provide Accurate Itemized Statements**

10 **(Cal. Lab. Code § 226)**

11 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)**

12 128. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
13 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

14 129. Cal. Labor Code § 226 provides that an employer must furnish employees with an
15 “accurate itemized” statement in writing showing:

- 16 a. Gross wages earned,
- 17 b. (2) total hours worked by the employee, except for any employee whose compensation
18 is solely based on a salary and who is exempt from payment of overtime under
19 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
20 Commission,
- 21 c. the number of piece-rate units earned and any applicable piece rate if the employee is
22 paid on a piece-rate basis,
- 23 d. all deductions, provided that all deductions made on written orders of the employee may
24 be aggregated and shown as one item,
- 25 e. net wages earned,
- 26 f. the inclusive dates of the period for which the employee is paid,
- 27 g. the name of the employee and his or her social security number, except that by January
28 1, 2008, only the last four digits of his or her social security number of an employee

1 identification number other than social security number may be shown on the itemized
2 statement,

3 h. the name and address of the legal entity that is the employer, and

4 i. all applicable hourly rates in effect during the pay period and the corresponding number
5 of hours worked at each hourly rate by the employee.

6 130. When DEFENDANT did not accurately record PLAINTIFFS' and other CALIFORNIA
7 CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break
8 premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that
9 DEFENDANT failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with
10 complete and accurate wage statements which failed to show, among other things, all deductions, the
11 accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in
12 effect during the pay period and the corresponding amount of time worked at each hourly rate, and
13 correct rates of pay for penalty payments or missed meal and rest periods.

14 131. Further, from time to time, DEFENDANTS included Holiday, Sick, Missed Rest Period
15 Premium, and Vacation hours into the computation of total hours worked for purposes of Cal. Lab. Code
16 §226(a)(2), notwithstanding the fact that Holiday, Sick, Missed Rest Period Premium, and Vacation
17 hours are not considered hours worked. DEFENDANTS' inclusion of Holiday, Sick, Missed Rest Period
18 Premium, and Vacation hours into the total hours worked in itemized wage statements issued to
19 PLAINTIFFS and other CALIFORNIA CLASS Members violates Cal. Lab. Code §226(a)(2).

20 132. In addition to the foregoing, DEFENDANT failed to provide itemized wage statements
21 to PLAINTIFFS and members of the CALIFORNIA CLASS that complied with the requirements of
22 California Labor Code Section 226.

23 133. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226,
24 causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA CLASS.
25 These damages include, but are not limited to, costs expended calculating the correct wages for all
26 missed meal and rest breaks and the amount of employment taxes which were not properly paid to state
27 and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFFS and the
28 other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars

1 (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00)
2 for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according
3 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS
4 and each respective member of the CALIFORNIA CLASS herein).

5 **EIGHTH CAUSE OF ACTION**

6 **Failure To Pay Wages When Due**

7 **(Cal. Lab. Code § 203)**

8 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)**

9 134. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
10 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

11 135. Cal. Lab. Code § 200 provides that:

12 As used in this article:

- 13 (d) "Wages" includes all amounts for labor performed by employees of every description,
14 whether the amount is fixed or ascertained by the standard of time, task, piece,
Commission basis, or other method of calculation.
15 (e) "Labor" includes labor, work, or service whether rendered or performed under contract,
16 subcontract, partnership, station plan, or other agreement if the to be paid for is
performed personally by the person demanding payment.

17 136. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an
employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

18 137. Cal. Lab. Code § 202 provides, in relevant part, that:

19 If an employee not having a written contract for a definite period quits his or her employment,
20 his or her wages shall become due and payable not later than 72 hours thereafter, unless the
employee has given 72 hours previous notice of his or her intention to quit, in which case the
21 employee is entitled to his or her wages at the time of quitting. Notwithstanding any other
22 provision of law, an employee who quits without providing a 72-hour notice shall be entitled to
receive payment by mail if he or she so requests and designates a mailing address. The date of
23 the mailing shall constitute the date of payment for purposes of the requirement to provide
payment within 72 hours of the notice of quitting.

24 138. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS Members'
25 employment contract.

26 139. Cal. Lab. Code § 203 provides:

27 If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections
28 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages

1 of the employee shall continue as a penalty from the due date thereof at the same rate until paid
2 or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

3 140. The employment of PLAINTIFFS and many CALIFORNIA CLASS Members
4 terminated, and DEFENDANT has not tendered payment of wages to these employees who missed meal
5 and rest breaks, as required by law.

6 141. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members
7 of the CALIFORNIA CLASS whose employment has, PLAINTIFFS demand up to thirty (30) days of
8 pay as penalty for not paying all wages due at time of termination for all employees who terminated
9 employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus
10 interest and statutory costs as allowed by law.

11 **NINTH CAUSE OF ACTION**

12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

13 **[Cal. Lab. Code §§ 2698 *et seq.*]**

14 **(Alleged by PLAINTIFFS against all DEFENDANTS)**

15 142. PLAINTIFFS reallege and incorporates by this reference, as though fully set forth herein,
16 the prior paragraphs of this Complaint.

17 143. PAGA is a mechanism by which the State of California itself can enforce state labor laws
18 through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law
19 enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
20 enforcement action designed to protect the public and not to benefit private parties. The purpose of the
21 PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private
22 attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that
23 "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover
24 civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot
25 be subject to arbitration.

26 144. For all provisions of the Labor Code except those for which a civil penalty is specifically
27 provided, Labor Code § 2699(f) imposes upon DEFENDANTS a penalty of one hundred dollars (\$100.00)
28 for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for

each aggrieved employee per pay period for each subsequent pay period in which DEFENDANTS' violated these provisions of the Labor Code.

145. PLAINTIFFS, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this Representative Action on behalf of the State of California with respect to herself and all individuals who are or previously were employed by DEFENDANTS in California during the time period of February 13, 2023 until the present (the "AGGRIEVED EMPLOYEES").

146. On February 13, 2024, PLAINTIFFS gave written notice by online submission to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See **Exhibit 1**, attached hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFFS to add these allegations and Parties to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFFS may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

147. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANTS (a) failed to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all earned wages, including by not limited to, minimum wages and overtime wages, (b) failed to provide PLAINTIFFS and other AGGRIEVED EMPLOYEES legally required meal and rest breaks and failed to pay premium wages for unlawful meal periods and rest periods, (c) failed to provide accurate itemized wage statements, (d) failed to pay gratuities, (e) failed to keep accurate records of hours worked; and (f) failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204 *et seq.*, 210, 218, 218.5, 218.6, 221, 226(a), 226(a)(8), 226.2, 226.3, 232, 246, 226.7, 227.3, 510, 512, 558, 1102.5, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and 2804 and the applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFFS hereby seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFFS and the other AGGRIEVED EMPLOYEES.

1 148. Some or all of the conduct and violations alleged herein occurred during the PAGA
2 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFFS
3 during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations that affected other
4 AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519; See also
5 *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 [“PAGA allows an
6 “aggrieved employee”—a person affected by **at least one** Labor Code violation committed by an
7 employer—to pursue penalties for all the Labor Code violations committed by that employer.”],
8 Emphasis added, reh'g denied (June 13, 2018).)

9 **TENTH CAUSE OF ACTION**
10 **FOR UNLAWFUL DISCRIMINATION BASED ON RELIGION IN VIOLATION OF THE**
11 **FAIR EMPLOYMENT AND HOUSING ACT (FEHA)**

12 **(CAL. GOV. CODE § 12900, et seq.).**

13 **(Alleged by PLAINTIFFS and against all Defendants)**

14 149. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein,
15 the prior paragraphs of this Complaint.

16 150. California Government Code Section 12900, *et seq.* commonly referred to as FEHA,
17 makes it an unlawful employment practice to discharge an employee from employment or otherwise
18 discriminate against the person in compensation or in the terms, conditions or privileges of employment
19 on the basis of religious creed. (Gov. Code §§ 12940(a) & (j).)

20 42. DEFENDANT, and each of them, are “employers” within the meaning of California
21 Government Code Section 12926(d), and are subject to FEHA in that they regularly employ five (5) or
22 more persons.

23 151. At all relevant times herein, Plaintiff was an employee of DEFENDANTS, and each of
24 them.

25 152. As defined under Government Code Section 12926(p) religious creed, religious, religious
26 observance, religious belief, and creed includes “all aspects of religious belief, observance and practice.”
27 Religious creed includes any traditionally recognized religion as well as beliefs, observances, or
28

practices which an individual sincerely holds and which occupy in his or her life a place of importance parallel to that of traditionally recognized religions. (Cal. Code of Regs., tit. 2, § 7293.1(b).)

153. At all relevant times herein, PLAINTIFFS, were of the Hindu religion and a practicing Hinduism.

154. In violation of FEHA, DEFENDANTS, and each of them, discriminated against PLAINTIFFS, in whole or in part, because of her sincerely held religious beliefs.

155. As a direct and proximate result of the acts of DEFENDANTS, and each of them, as alleged above, PLAINTIFFS have suffered and will continue to suffer economic damages, including lost wages and benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

156. As a further direct and proximate result of the acts of DEFENDANTS, and each of them, as alleged above, PLAINTIFFS have suffered mental, physical, and emotional distress, including but not limited to humiliation, anxiety, nervousness, depression, sleeplessness, and has been generally damaged in an amount to be ascertained at the time of trial.

157. As a further direct and proximate result of the acts of DEFENDANTS, and each of them, as alleged above, PLAINTIFFS will continue to expend sums in the future for the treatment of the emotional, physical, and mental injuries sustained by PLAINTIFFS as a result of said DEFENDANTS', and each of them, acts in an amount to be ascertained at the time of trial.

158. The above-described acts of DEFENDANTS, and each of them, were willful, intentional and malicious and done with the intent to vex, injure and annoy PLAINTIFFS and warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said DEFENDANTS, and each of them, and to deter others from engaging in similar conduct. DEFENDANTS, and each of them, authorized and ratified the wrongful acts of their agents and employees, knew in advance that their agents and employees were likely to commit such acts and employed them with conscious disregard of the rights or safety of others, and/or their officers, director, and/or managing agents were themselves guilty of oppression, fraud, and malice. Those who discriminated against and failed to prevent harassment, discrimination, and retaliation against PLAINTIFFS were officers, director, and/or managing agents who were vested with discretionary authority to make decisions affecting company

1 policy regarding significant aspects of the company's business. These officers, director, and/or
2 managing agents acted with malice in terminating and/or otherwise discriminating against PLAINTIFFS
3 and failing to prevent harassment, discrimination, and retaliation against her in that they did so because
4 of her religion despite knowing it was illegal to do so under California and federal law, in conscious
5 disregard of PLAINTIFFS' rights. Those officers, director, and/or managing agents who terminated
6 and/or otherwise discriminated against PLAINTIFFS and failed to prevent harassment, discrimination,
7 and retaliation against her further acted with malice by fabricating false reasons for terminating and/or
8 otherwise discriminating against PLAINTIFFS and failing to prevent harassment, discrimination, and
9 retaliation against her in order to cover up their true, discriminatory reason(s) for doing so.

10 159. As a further direct and proximate result of the above-described acts of DEFENDANTS,
11 and each of them, PLAINTIFFS have incurred attorney's fees and costs and, pursuant to the provisions
12 of California Government Code Section 12965(b), Plaintiffs are entitled to the reasonable value of such
13 attorney's fees.

14 **ELEVENTH CAUSE OF ACTION**

15 **HARASSMENT BASED ON RELIGION IN VIOLATION OF FEHA**

16 **CAL. GOV. CODE § 12900, et seq.**

17 **(Plaintiffs Against All Defendants)**

18 160. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein,
19 the prior paragraphs of this Complaint.

20 161. 'California Government Code Section 12940(j)(1) makes it an unlawful employment
21 practice for an employer "because of . . . religious creed . . . of any person . . . to harass an employee . .
22 .."

23 162. DEFENDANTS, and each of them, are "employers" within the meaning of California
24 Government Code Section 12940(j)(4)(A), and are subject to FEHA as employers of one (1) or more
25 persons.

26 163. PLAINTIFFS were subjected to unwanted harassment by employees, supervisors, directors
27 and/or managers of DEFENDANTS, and each of them, because of their religious creed.
28

1 164. The harassing conduct was so severe and/or pervasive as to alter the conditions of
2 PLAINTIFFS' employment and create a hostile and abusive work environment that affected tangible
3 aspects of their compensation, terms, conditions, and/or privileges of employment.

4 165. The harassing conduct was so widespread and/or persistent that a reasonable person in
5 PLAINTIFFS circumstances would have considered the work environment to be hostile and/or abusive,
6 and PLAINTIFFS in fact considered the work environment created by DEFENDANTS, and each of them,
7 to be hostile and/or abusive.

8 166. DEFENDANTS, and each of them, knew or should have known of the harassing conduct
9 and failed to take immediate and appropriate corrective action.

10 167. DEFENDANTS, and each of them, are vicariously and strictly liable under FEHA for
11 religious creed-based harassment of PLAINTIFF by supervisors, including but not limited to Martin
12 Ahadi, Glenn Low, and Andrew Thudium, because they are supervisors with immediate or successively
13 higher authority over PLAINTIFFS within the meaning of California Government Code Section 12926(s).

14 168. As a direct and proximate result of the acts of DEFENDANTS, and each of them, as alleged
15 above, PLAINTIFFS have suffered and will continue to suffer economic damages, including lost wages
16 and benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

17 169. As a further direct and proximate result of the acts of DEFENDANTS, and each of them,
18 as alleged above, PLAINTIFFS have suffered mental, physical, and emotional distress, including but not
19 limited to humiliation, anxiety, nervousness, depression, sleeplessness, and has been generally damaged
20 in an amount to be ascertained at the time of trial.

21 170. As a further direct and proximate result of the acts of DEFENDANTS, and each of them,
22 as alleged above, PLAINTIFFS will continue to expend sums in the future for the treatment of the
23 emotional, physical, and mental injuries sustained by PLAINTIFFS as a result of said DEFENDANTS',
24 and each of them, acts in an amount to be ascertained at the time of trial.

25 171. The above-described acts of DEFENDANTS, and each of them, were willful, intentional
26 and malicious and done with the intent to vex, injure and annoy Plaintiffs and warrant the imposition of
27 exemplary and punitive damages in an amount sufficient to punish said DEFENDANTS, and each of
28 them, and to deter others from engaging in similar conduct. DEFENDANTS and each of them, authorized

1 and ratified the wrongful acts of their agents and employees, knew in advance that their agents and
2 employees were likely to commit such acts and employed them with conscious disregard of the rights or
3 safety of others, and/or their officers, director, and/or managing agents were themselves guilty of
4 oppression, fraud, and malice. Those who terminated and/or otherwise discriminated against and failed
5 to prevent harassment, discrimination, and retaliation against Plaintiffs were officers, director, and/or
6 managing agents who were vested with discretionary authority to make decisions affecting company
7 policy regarding significant aspects of the company's business. These officers, director, and/or managing
8 agents acted with malice in terminating and/or otherwise discriminating against Plaintiffs and failing to
9 prevent harassment, discrimination, and retaliation against her in that they did so because of her religious
10 creed despite knowing it was illegal to do so under California and federal law, in conscious disregard of
11 Plaintiffs' rights. Those officers, director, and/or managing agents who terminated and/or otherwise
12 discriminated against Plaintiffs and failed to prevent harassment, discrimination, and retaliation against
13 her further acted with malice by fabricating false reasons for terminating and/or otherwise discriminating
14 against Plaintiffs and failing to prevent harassment, discrimination, and retaliation against her in order to
15 cover up their true, discriminatory reason(s) for doing so.

16 172. As a further direct and proximate result of the above-described acts of DEFENDANTS,
17 and each of them, Plaintiffs have incurred attorney's fees and costs and, pursuant to the provisions of
18 California Government Code Section 12965(b), Plaintiffs are entitled to the reasonable value of such
19 attorney's fees.

20 **TWELFTH CAUSE OF ACTION**

21 **FOR FAILURE TO ACCOMMODATE RELIGIOUS BELIEFS IN VIOLATION OF THE FAIR**
22 **EMPLOYMENT AND HOUSING ACT (FEHA)**

23 **CAL. GOV. CODE § 12900, et seq.**

24 **(Plaintiffs Against All Defendants)**

25 173. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein,
26 the prior paragraphs of this Complaint.

27 174. FEHA requires an employer to make reasonable accommodations for employees' religious
28 belief(s) and/or observance(s), including, but, not limited to, observance(s) of religious holy day(s), and

1 require employers provide reasonable time necessary to travel prior to religious observance(s). Gov. Code
2 §§ 12940(1).

3 175. At all relevant times herein, Plaintiffs, were of the Hindu religion and a practicing
4 Hinduism. In accordance with Plaintiffs' sincerely held religious belief Plaintiffs attended prayer days,
5 and celebrated Diwali.

6 176. PLAINTIFF Pritika Prasad notified DEFENDANTS, and each of them, of her need for a
7 reasonable accommodation and requested leave from work on days that conflicted with Plaintiff's
8 observance of her sincerely held religious beliefs. Plaintiff specially requested leave from work
9 requirements on days that conflicted with Plaintiff's observance of her sincerely held religious beliefs.

10 177. PLAINTIFF is informed, believes, and herein alleges, DEFENDANTS and DOES 1-50
11 knew of the conflict between PLAINTIFF'S religious observance and PLAINTIFF'S job requirement.

12 178. DEFENDANTS and DOES 1-50, each of them, failed to provide Plaintiffs a reasonable
13 accommodation for their sincerely held religious beliefs, as required by law, and instead terminated and/or
14 otherwise discriminated against Plaintiffs. Religious creed discrimination may be established by showing
15 "the employer...failed to reasonably accommodate the...employee's religious creed despite being
16 informed by the...employee or otherwise become aware of the need for reasonable accommodation."
17 (Cal. Code of Regs., tit. 2, § 7293.1(b).)

18 179. Plaintiffs are informed, believes, and herein alleges, Plaintiffs' request for leave and/or
19 accommodation for observance of their sincerely held religious beliefs was a substantial motivating reason
20 for DEFENDANTS to terminate subject Plaintiff to an adverse employment action.

21 180. As a direct and proximate result of the acts of DEFENDANTS, and each of them, as alleged
22 above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages and
23 benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

24 181. As a further direct and proximate result of the acts of DEFENDANTS and each of them,
25 as alleged above, Plaintiff has suffered mental, physical, and emotional distress, including but not limited
26 to humiliation, anxiety, nervousness, depression, sleeplessness, and has been generally damaged in an
27 amount to be ascertained at the time of trial.

1 182. As a further direct and proximate result of the acts of DEFENDANTS, and each of them,
2 as alleged above, Plaintiff will continue to expend sums in the future for the treatment of the emotional,
3 physical, and mental injuries sustained by Plaintiff as a result of said DEFENDANTS, and each of them,
4 acts in an amount to be ascertained at the time of trial.

5 183. The above-described acts of DEFENDANTS, and each of them, were willful, intentional
6 and malicious and done with the intent to vex, injure and annoy Plaintiff and warrant the imposition of
7 exemplary and punitive damages in an amount sufficient to punish said DEFENDANTS, and each of
8 them, and to deter others from engaging in similar conduct. DEFENDANTS and each of them, authorized
9 and ratified the wrongful acts of their agents and employees, knew in advance that their agents and
10 employees were likely to commit such acts and employed them with conscious disregard of the rights or
11 safety of others, and/or their officers, director, and/or managing agents were themselves guilty of
12 oppression, fraud, and malice. Those who failed to reasonably accommodate Plaintiff's religious creed
13 were officers, director, and/or managing agents who were vested with discretionary authority to make
14 decisions affecting company policy regarding significant aspects of the company's business. These
15 officers, director, and/or managing agents acted with malice in failing to reasonably accommodate her
16 religious creed in that they did so because of her request for accommodation despite knowing it was illegal
17 to do so under California and federal law, in conscious disregard of Plaintiff's rights. Those officers,
18 director, and/or managing agents who failed to reasonably accommodate her religious creed further acted
19 with malice by fabricating false reasons for the failure to reasonably accommodate Plaintiff in order to
20 cover up their true, discriminatory reason doing so.

21 184. As a further direct and proximate result of the above-described acts of DEFENDANTS,
22 and each of them, Plaintiff has incurred attorney's fees and costs and, pursuant to the provisions of
23 California Government Code Section 12965(b), Plaintiff is entitled to the reasonable value of such
24 attorney's fees.

25 ///

26 ///

27 ///

28 ///

THIRTEENTH CAUSE OF ACTION
FOR UNLAWFUL RETALIATION IN VIOLATION OF FEHA
CAL. GOV. CODE § 12900, et seq.
(Plaintiff Against All Defendants)

185. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

186. California Government Code Section 12940(h), provides that it is an unlawful employment practice “[f]or any employer . . . or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under [FEHA].”

187. California Government Code Section 12940, which states:

*"It shall be an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California: (a) For an employer, because of the race, **religious creed**, color, national origin, ancestry, physical disability, mental disability, **medical condition**, marital status, sex, age, or sexual orientation of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment."* [Emphasis added] (Age defined as per Govt. Code § 12926).

188. At all times hereinafter mentioned, Defendants and DOES 1-50 were employers, required to comply with the California Fair Employment and Housing Act in respect to employment practices and, specifically, Defendant and DOES 1-50 were prohibited from retaliating for Plaintiff having requested a medical condition accommodation at work;

189. At all times hereinafter mentioned, Defendants and DOES 1-50 were employers, required to comply with the California Fair Employment and Housing Act in respect to employment practices and, specifically, Defendant and DOES 1-50 were prohibited from retaliating against Plaintiff for requesting time off for practicing their religious creed;

190. Plaintiff Shiristika Prasad exercised her rights under FEHA and engaged in legally protected activity by notifying DEFENDANTS, and each of them, of her medical condition as afore pled.

1 191. Plaintiff engaged in the protected activities of requesting reasonable accommodations
2 under the FEHA.

3 192. Plaintiff was then retaliated against by being demoted to polishing department and other
4 conduct according to proof.

5 193. The foregoing conduct constitutes retaliation and violates Government Code §12940(h),
6 which precludes an employer from retaliating against an employee for engaging in protected activity under
7 FEHA.

8 194. Plaintiffs exercised their rights under FEHA and engaged in legally protected activity by
9 notifying DEFENDANTS, and each of them, of her religious beliefs.

10 195. DEFENDANTS, and each of them, terminated and/or otherwise discriminated against
11 Plaintiff, in whole or in part, in retaliation for Plaintiff's exercise of rights guaranteed under the FEHA,
12 as described above.

13 196. Defendants, and each of them, terminated and/or otherwise discriminated against Plaintiff,
14 in whole or in part, in retaliation for Plaintiff's exercise of rights guaranteed under the FEHA, as described
15 above.

16 197. As a direct and proximate result of the acts of DEFENDANTS, and each of them, as alleged
17 above, Plaintiff has suffered and will continue to suffer economic damages, including lost wages and
18 benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

19 198. As a further direct and proximate result of the acts of DEFENDANTS, and each of them,
20 as alleged above, Plaintiff has suffered mental, physical, and emotional distress, including but not limited
21 to humiliation, anxiety, nervousness, depression, sleeplessness, and has been generally damaged in an
22 amount to be ascertained at the time of trial.

23 199. As a further direct and proximate result of the acts of DEFENDANTS, and each of them,
24 as alleged above, Plaintiff will continue to expend sums in the future for the treatment of the emotional,
25 physical, and mental injuries sustained by Plaintiff as a result of said DEFENDANTS', and each of them,
26 acts in an amount to be ascertained at the time of trial.

27 200. The above-described acts of DEFENDANTS, and each of them, were willful, intentional
28 and malicious and done with the intent to vex, injure and annoy Plaintiff and warrant the imposition of

1 exemplary and punitive damages in an amount sufficient to punish said DEFENDANTS, and each of
2 them, and to deter others from engaging in similar conduct. DEFENDANTS, and each of them, authorized
3 and ratified the wrongful acts of their agents and employees, knew in advance that their agents and
4 employees were likely to commit such acts and employed them with conscious disregard of the rights or
5 safety of others, and/or their officers, director, and/or managing agents were themselves guilty of
6 oppression, fraud, and malice. Those who terminated and/or otherwise discriminated against and
7 retaliated against Plaintiff were officers, director, and/or managing agents who were vested with
8 discretionary authority to make decisions affecting company policy regarding significant aspects of the
9 company's business. These officers, director, and/or managing agents acted with malice in terminating
10 and/or otherwise discriminating against and retaliating against Plaintiff in that they did so because of her
11 religion and disability despite knowing it was illegal to do so under California and federal law, in
12 conscious disregard of Plaintiff's rights. Those officers, director, and/or managing agents who terminated
13 and/or otherwise discriminated against and retaliated against Plaintiff further acted with malice by
14 fabricating false reasons for terminating and/or otherwise discriminating against and retaliating against
15 Plaintiff in order to cover up their true, discriminatory reason(s) for doing so.

16 201. As a further direct and proximate result of the above-described acts of DEFENDANTS,
17 and each of them, Plaintiff has incurred attorney's fees and costs and, pursuant to the provisions of
18 California Government Code Section 12965(b), Plaintiff is entitled to the reasonable value of such
19 attorney's fees.

20 **FOURTEENTH CAUSE OF ACTION**

21 **SEX/GENDER DISCRIMINATION AND CONSTRUCTIVE TERMINATION**

22 **IN VIOLATION OF GOVERNMENT CODE §12940(A)**

23 **(Plaintiffs Against All Defendants)**

24 202. Plaintiffs hereby reallege and incorporate by reference the allegations contained in the
25 paragraphs above, as if fully set forth herein.

26 203. Government Code §12940 states in pertinent part that it is unlawful "[f]or an employer,
27 because of the . . . sex, gender . . . of any person . . . to discharge the person from employment . . . or to
28 discriminate against the person in compensation or in terms, conditions, or privileges of employment."

Gov't Code §12940(a). Sexual harassment is a form of sex discrimination. *See Rojo v. Kliger*, 52 Cal. 3d 65, 90 (1990).

204. At relevant times mentioned herein, Plaintiffs were in a class of persons protected by Government Code §12940 because both identify as female. Plaintiffs' employer, DEFENDANTS, were aware of Plaintiffs' protected status.

205. In the course of their employment, Plaintiffs were subjected to unwanted sexual harassment and verbal abuse by Martin Ahadi, Glenn Low, and Andrew Thurdium based on their status as female. This degradation and harassment materially affected the terms, conditions, or privileges of Plaintiffs' employment. DEFENDANTS, through Mr. Ahadi, intentionally created or knowingly permitted working conditions to exist. DEFENDANTS thus discriminated against Plaintiffs because of her sex.

206. As a proximate result of DEFENDANTS' wrongful conduct, Plaintiffs have suffered, and continue to suffer, substantial losses in earnings, earning capacity, and other benefits of employment, all in an amount to be determined according to proof at the time of trial.

207. As a further proximate result of DEFENDANTS' wrongful conduct, Plaintiffs have suffered, and continue to suffer, humiliation, embarrassment, emotional distress, and mental anguish, all in an amount to be determined according to proof at the time of trial.

208. In performing the acts alleged, which were committed, authorized, and/or adopted and approved by DEFENDANTS' officers, directors, or managing agents, DEFENDANTS acted with oppression, fraud, malice, and with conscious disregard for the rights of Plaintiffs, and Plaintiffs is therefore entitled to punitive damages against DEFENDANTS in an amount appropriate to punish and make an example of DEFENDANTS.

209. Plaintiffs are also entitled to attorneys' fees and costs pursuant to Government Code §12965(b).

FIFTEENTH CAUSE OF ACTION
FOR FAILURE TO PREVENT HARASSMENT, DISCRIMINATION, AND RETALIATION IN
VIOLATION OF FEHA CAL. GOV. CODE § 12900, et seq.
(Plaintiffs Against All Defendants)

210. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein,

1 the prior paragraphs of this Complaint.

2 211. California Government Code Section 12940(k) makes it an unlawful employment practice
3 for an employer to “fail to take all reasonable steps necessary to prevent discrimination and harassment
4 from occurring.” DEFENDANTS, and each of them, violated this provision by, among other things,
5 allowing supervisors within the meaning of FEHA, including but not limited to, Martin Ahadi and Glenn
6 Low to harass Plaintiffs based on their religion and/or sex, failing to discipline and stop said harassment
7 despite complaints by Plaintiff, failing to enforce anti-harassment and anti-discrimination policies, and
8 failing to appropriately investigate Plaintiffs’ complaints of harassment, discrimination, and retaliation.

9 212. At relevant times mentioned herein, Plaintiffs were in a class of persons protected by
10 Government Code §12940 because they are female. Plaintiffs’ employer, DEFENDANTS, were aware of
11 Plaintiff’s protected status.

12 213. As described above, DEFENDANTS, through Martin Adahi, harassed and discriminated
13 against PLAINTIFFS based on their sex.

14 214. At all times mentioned herein, DEFENDANTS were aware of the harassing and
15 discriminatory conduct toward Plaintiffs and failed to take reasonable steps to prevent such conduct from
16 occurring. Furthermore, Martin Adahi’s conduct was part of an ongoing and continuous pattern of conduct
17 towards female employees, of which DEFENDANTS were aware and failed to take reasonable steps to
18 prevent from continuing. Thus, DEFENDANTS violated Government Code §12940(k).

19 215. As a result of the failure by DEFENDANTS, and each of them, to take all reasonable steps
20 to prevent discrimination and harassment from occurring in the workplace, Plaintiffs were continuously
21 subjected to harassment, discrimination, and retaliation based on her religion and/or disability.

22 216. As a direct and proximate result of the acts of DEFENDANTS, and each of them, as alleged
23 above, Plaintiffs have suffered and will continue to suffer economic damages, including lost wages and
24 benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

25 217. As a further direct and proximate result of the acts of DEFENDANTS, and each of them,
26 as alleged above, Plaintiffs have suffered mental, physical, and emotional distress, including but not
27 limited to humiliation, anxiety, nervousness, depression, sleeplessness, and has been generally damaged
28 in an amount to be ascertained at the time of trial.

1 218. As a further direct and proximate result of the acts of DEFENDANTS, and each of them,
2 as alleged above, Plaintiffs will continue to expend sums in the future for the treatment of the emotional,
3 physical, and mental injuries sustained by Plaintiffs as a result of said DEFENDANTS', and each of them,
4 acts in an amount to be ascertained at the time of trial.

5 219. The above-described acts of DEFENDANTS, and each of them, were willful, intentional
6 and malicious and done with the intent to vex, injure and annoy Plaintiffs and warrant the imposition of
7 exemplary and punitive damages in an amount sufficient to punish said DEFENDANTS, and each of
8 them, and to deter others from engaging in similar conduct. DEFENDANTS, and each of them, authorized
9 and ratified the wrongful acts of their agents and employees, knew in advance that their agents and
10 employees were likely to commit such acts and employed them with conscious disregard of the rights or
11 safety of others, and/or their officers, director, and/or managing agents were themselves guilty of
12 oppression, fraud, and malice. Those who terminated and/or otherwise discriminated against and failed
13 to prevent harassment, discrimination, and retaliation against Plaintiff were officers, director, and/or
14 managing agents who were vested with discretionary authority to make decisions affecting company
15 policy regarding significant aspects of the company's business. These officers, director, and/or managing
16 agents acted with malice in terminating and/or otherwise discriminating against Plaintiff and failing to
17 prevent harassment, discrimination, and retaliation against her in that they did so because of her religion
18 and/or disability despite knowing it was illegal to do so under California and federal law, in conscious
19 disregard of Plaintiff's rights. Those officers, director, and/or managing agents who terminated and/or
20 otherwise discriminated against Plaintiff and failed to prevent harassment, discrimination, and retaliation
21 against her further acted with malice by fabricating false reasons for terminating and/or otherwise
22 discriminating against Plaintiff and failing to prevent harassment, discrimination, and retaliation against
23 them in order to cover up their true, discriminatory reason(s) for doing so.

24 220. As a further direct and proximate result of the above-described acts of DEFENDANTS,
25 and each of them, Plaintiff has incurred attorney's fees and costs and, pursuant to the provisions of
26 California Government Code Section 12965(b), Plaintiff is entitled to the reasonable value of such
27 attorney's fees.
28

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for a judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANT to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and
- d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code §

- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
 - f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.
3. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:
 - a. Recovery of civil penalties as prescribed by the Labor Code private Attorneys General Act of 2004; and
 - b. An Award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194, and §2699(g); and
 - c. For such other relief as the Court Deems just and proper.
 4. On PLAINTIFFS' Individual Claims:
 - a. For compensatory damages against all DEFENDANTS, and each of them, according to proof;
 - b. For all special damages against all DEFENDANTS, and each of them, according to proof;
 - c. For general damages against all DEFENDANTS, and each of them, according to proof;
 - d. For all exemplary damages, according to proof, which were sustained as a result of DEFENDANT's conduct.
 - e. For costs pursuant to California Code of Civil Procedure Section 1032, or as otherwise provided by law;
 - f. For an award of costs and attorney's fees, in an amount the court determines to be reasonable, as authorized by the provisions of California Government Code Section 12965(b), or as otherwise provided by law;
 5. On all claims:
 - a. An award of interest, including prejudgment interest at the legal rate;
 - b. Such other and further relief as the Court deems just and equitable; and
 - c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

1
2 DATED: May 17, 2024
3

4 **BARVIE LAW, APC**

5 By: Nicole Barvie
6 Nicole Barvie
7 Attorney for PLAINTIFFS

8 **DEMAND FOR A JURY TRIAL**

9 PLAINTIFFS demand a jury trial on issues triable to a jury.
10

11 DATED: May 17, 2024

12 **BARVIE LAW, APC**

13 By: Nicole Barvie
14 Nicole Barvie
15 Attorney for PLAINTIFFS
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