

MESSRELIAN LAW INC.

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

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/13/2024 6:54 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By N. Alvarez, Deputy Clerk

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TIARRA KRISTINA RAY,

Plaintiff,

vs.

CENTRAL STAR BEHAVIORAL
HEALTH, INC.; MARY HOWARD; and
DOES 1 to 25, inclusive,

Defendants.

CASE NO.:

24STCV12101

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 10) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 11) FAILURE TO MAINTAIN SAFE WORKPLACE (VIOLATIONS OF LABOR CODE SECTION 6400 ET SEQ.)**
- 12) NEGLIGENT FAILURE TO MAINTAIN SAFE WORKPLACE**
- 13) WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;**

1) **14) VIOLATION OF BUSINESS AND**
2) **PROFESSIONS CODE SECTION**
3) **17200**

4) **JURY TRIAL DEMANDED**
5)
6)

7 COMES NOW Plaintiff, TIARRA KRISTINA RAY (hereinafter "Plaintiff"), and
8 alleges as follows:

9 **PARTIES, JURISDICTION, and VENUE**

10 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
11 County of LOS ANGELES in this judicial district because Defendants CENTRAL STAR
12 BEHAVIORAL HEALTH, INC.; MARY HOWARD; and DOES 1 to 25, inclusive
13 (hereinafter collectively "CENTRAL STAR" or "Defendant(s)") do business in the County of
14 Los Angeles, and because Defendants' obligations and liabilities arise therein, and because the
15 work that was performed by Plaintiff in the County of LOS ANGELES is the subject of this
16 action. Moreover, Plaintiff's damages sought herein exceed \$35,000.

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

19 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
20 CENTRAL STAR BEHAVIORAL HEALTH, INC. is a California corporation, doing
21 business in the County of LOS ANGELES, State of California, and which employed Plaintiff.

22 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
23 MARY HOWARD was and is a resident of the state of California and the owner, managing
24 agent, and/or managing director of CENTRAL STAR BEHAVIORAL HEALTH, INC. and
25 controlled Plaintiff's wages, hours, and/or working conditions. Defendants CENTRAL STAR
26 BEHAVIORAL HEALTH, INC. and MARY HOWARD are collectively referred to herein as
27
28

1 “Defendant(s)” (unless otherwise noted) or “CENTRAL STAR”.

2 5. At all times mentioned herein and at all times material hereto, each of the defendants
3 named in this Complaint was the agent, employee, partner, and joint venturer of each of the other
4 defendants named and mentioned herein, and was acting within the course and scope of, and in
5 furtherance of, said agency, employment, partnership and joint venture described herein.
6 Plaintiff is further informed and believes, and upon such information and belief alleges, that at
7 all times herein mentioned, each of the Defendants gave consent to, ratified and authorized the
8 acts alleged herein and each of his, or its co-Defendants.
9

10 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
11 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
12 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
13 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
14 for the conduct alleged herein. Upon discovering the true names and capacities of these
15 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
16 capacities of these fictitiously named defendants.
17

18 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
19 that information and belief, alleges that at all times herein mentioned, each of the remaining
20 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
21 under the authority of their agency, employment, or representative capacity, with the consent of
22 his/her codefendants.
23

24 **GENERAL ALLEGATIONS**

25 8. Plaintiff started working at CENTRAL STAR on or around late 2022 as a Peer Mentor.
26 Plaintiff was classified as an hourly, non-exempt employee and her latest rate of pay was
27 \$21.84 per hour. Plaintiff’s employment ended in or around January 2024.
28

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

20 10. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
21 other employees, it allows for suits broader than the specific violations the named
22 employee experienced. Therefore, even if the employee did not personally experience the
23 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is
24 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on
25 behalf of all other employees, including ALL hourly, non-exempt employees who worked for
26 CENTRAL STAR anywhere in the state of California during the relevant PAGA period.
27
28

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

5 12. CENTRAL STAR violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
6 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
7 including the statutory minimum wage for all hours worked and for "off the clock" work. This
8 is so because Plaintiff would engage in work-related tasks while she was clocked out for lunch
9 in that her meal breaks would be interrupted in that Plaintiff would be driving clients or working
10 out in the field. The latter is considered a minimum wage violation in that Plaintiff was not
11 compensated for all hours worked. Moreover, CENTRAL STAR had a company policy wherein
12 they would disproportionately round down the number of hours worked, resulting in "time
13 shaving" and further resulting in aggrieved employees not being paid for all hours worked.
14 Moreover, CENTRAL STAR failed to provide its employees with proper and accurate reporting
15 time pay.
16

17 13. Due to the above "off the clock" violations, CENTRAL STAR also violated Labor Code
18 §510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation,
19 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
20 throughout their employment. Plaintiff's and other aggrieved employees' actual work hours
21 without the time shaving and without doing work tasks while on meal breaks, entitled them to
22 overtime compensation, however, CENTRAL STAR did not compensate its hourly, non-exempt
23 employees with the correct amount of overtime due to the "off the clock" work and time shaving
24 as described above. Furthermore, CENTRAL STAR failed to include bonuses/incentive
25 payments in calculating employees' regular rate of pay for use in deciphering the correct
26
27
28

overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into employees' regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

14. CENTRAL STAR also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and other similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. CENTRAL STAR did not completely relieve Plaintiff and others of all duty during said rest periods. CENTRAL STAR did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy for employees such as Plaintiff to take at least two timely, uninterrupted rest breaks per shift. The concept of rest breaks was not consistently implemented. Moreover, it would not have been possible for employees such as Plaintiff to take such uninterrupted rest breaks due to work obligations, including driving clients or being out in the field. As such, the culture as well as the policies and procedures and job duties of employees at CENTRAL STAR did not lend itself to the employees receiving consistent statutory rest breaks wherein they were relieved of all work duties. The environment at CENTRAL STAR was not conducive to receiving multiple statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

15. CENTRAL STAR violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide hourly, non-exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. CENTRAL STAR did not completely relieve Plaintiff and other employees of all duty during said meal

1 periods. CENTRAL STAR did not pay to Plaintiff and its hourly, non-exempt employees one
2 additional hour of pay at their regular rate of compensation for each workday that one or more
3 statutory meal periods was not provided. The hourly, non-exempt employees would often not be
4 able to receive meal periods before the 5th hour worked that were actually uninterrupted. The
5 latter was due to the workload, being understaffed, and due to being in a fast-paced environment
6 that is centered on clients and requires driving clients as well doing work in the field. Like the
7 rest breaks, receiving a consistent thirty-minute uninterrupted and timely meal break was not
8 part of the company culture and was not enforced by CENTRAL STAR. Consequently, it was
9 the normal practice and custom of CENTRAL STAR not to authorize, permit, and enforce timely
10 statutory meal periods. If CENTRAL STAR had Plaintiff sign a meal period waiver, it would
11 not be valid and enforceable since Plaintiff and others generally worked more than a 6-hour shift.
12 If CENTRAL STAR had Plaintiff sign an on-duty meal period agreement wherein Plaintiff
13 agreed to work through the meal periods, it would be invalid and unenforceable because the
14 nature of Plaintiff's job does not and did not prevent her from taking a meal period and the
15 company could have hired "breakers" to relieve Plaintiff of her job duties so that she can actually
16 take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period agreement
17 did not allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff
18 and others did not always receive statutory, timely meal periods during their employment. To
19 the extent that CENTRAL STAR argues that employees receive meal break premium pay for
20 missed meal periods, that argument is inconsequential for PAGA penalty purposes since the
21 PAGA penalties are for the violations themselves, irrespective of whether an employee received
22 the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire*
23 *Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice
24 between providing *either* meal and rest breaks *or* an additional hour of pay." See *Kirby v.*
25
26
27
28

1 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
2 extra hour of pay does not excuse the violation; the employer has still committed a violation even
3 if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
4 2016 WL 1110302 at *4). As such, the work environment and culture at CENTRAL STAR was
5 not conducive to receiving consistent, timely, statutory meal breaks under California law.
6 Moreover, any meal or rest break premiums paid were not compensated at the weighted average
7 regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.
8

9 16. Furthermore, during the relevant time period, and due to the above labor code violations,
10 CENTRAL STAR failed to pay Plaintiff and other similarly situated aggrieved employees all
11 wages due to them within any time period specified by California Labor Code section 204. Since
12 Plaintiff was not compensated for her “off the clock” work and since Plaintiff was not paid the
13 correct amount of overtime and did not receive meal and rest break premiums for all late, missed,
14 or short meal/rest periods, Plaintiff would still be owed wages pursuant to Labor Code Section
15 204. CENTRAL STAR was also in violation of California Labor Code section 226(a) by failing
16 to include pertinent information on the wage statements, including but not limited to, the correct
17 hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned,
18 net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start
19 and end of the pay period, all employee identifying information, the correct and complete name
20 and address of the legal employer, and reimbursement for business expenses, among others. As
21 such, CENTRAL STAR did not provide Plaintiff and other similarly situated aggrieved
22 employees with complete, accurate itemized wage statements.
23
24

25 17. During the relevant time period, CENTRAL STAR also failed to keep accurate and
26 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
27 and others pursuant to California Labor Code sections 1174(d).
28

1 18. CENTRAL STAR also violated Labor Code § 203 because it willfully failed to pay
2 Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation
3 of employment, either immediately upon involuntary termination, or within 72 hours of
4 resignation. These earned but unpaid wages include compensation for all hours worked,
5 including minimum wages, overtime compensation, and premium pay for missed meal and rest
6 breaks.

7 19. During the relevant time period, Plaintiff and other aggrieved employees incurred
8 necessary, business-related expenses and costs that were not reimbursed by CENTRAL STAR.
9 These costs include, but are not limited to, personal cell phones for work purposes. Plaintiff
10 would use her personal cell phone to call the facility, communicate with co-workers in the field,
11 and similar tasks. Despite the latter, Plaintiff and others were not reimbursed for their personal
12 cell phone use as well as uniforms. Accordingly, CENTRAL STAR was in violation of
13 California Labor Code sections 2800 and 2802.
14

15 20. Furthermore, CENTRAL STAR did not provide proper and correct/accurate sick pay that
16 was also delineated on employee pay stubs and also failed to provide proper sick leave in
17 violation of Labor Code sections 233 and 246. Moreover, there was no suitable seating/rest break
18 facilities for the employees pursuant to Wage Order no. 4-2001/5-2001.
19

20 21. Plaintiff would also have individual claims for constructive discharge in that she was
21 forced to quit her employment due to unsafe working conditions under Labor Code sections
22 6400 et seq. On or around January 2024, there was a particular client that was aggressive and
23 racist towards Black staff members. Management was aware of this particular client and his
24 violent propensities, but ignored employees' concerns. In fact, this client had made it known in
25 the past that he wanted to rape the staff. Plaintiff had essentially complained about having to
26 transport this dangerous client alone to his therapy appointment and informed management two
27
28

1 days in advance that Plaintiff would not be taking this client to his therapy appointment.
2 Plaintiff was reprimanded for trying to put her and others' safety concerns first and was forced
3 to quit her employment due to the strong belief that the company was not taking these safety
4 issues seriously.

5 22. Furthermore, Plaintiff believes Defendants have also violated Labor Code Section 558
6 and has engaged in business practices which violate Business and Professions Code Section
7 17200.
8

9 **FIRST CAUSE OF ACTION**

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

11 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
12 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

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

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

17 24. At all times relevant herein, Defendants were required to compensate its employees for
18 all hours worked upon reporting for work at the appointed time stated by the employer
19 pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code of
20 Regulations, Title 8, Section 11040/11050.

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

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

27 27. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
28

1 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
2 this Court.

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

7 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
9 amount known to Plaintiff once she has obtained all of her payroll records from
10 Defendants.
11

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

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

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

16 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.
18

19 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
20 to suffer or permit a California employee to work without paying wages at the minimum wage
21 rate for all hours worked as required by the applicable Industrial Welfare Commission
22 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of
23 Regulations, Title 8, Section 11040/11050, subdivision 4.
24

25 32. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant
26 times, "hours worked" included "the time during which an employee is subject to the control of
27 an employer, and includes all the time the employee is suffered or permitted to work, whether
28

1 or not required to do so...”

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

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

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

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

19
20
21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME**

23
24 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of
25 Regulations Title 8 Section 11040/11050; California Labor Code Section 510)**

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

27 37. Plaintiff re-alleges and incorporates by reference each and every allegation in
28

1 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

2 38. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, Cal. Code of
3 Regs., Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were
4 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
5 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
6 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
7 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
8 week.
9

10 39. Plaintiff was a non-exempt employee entitled to the protections of the California
11 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
12 Title 8, Section 11040/11050.

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

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

16 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times
17 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
18 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
19 twelve (12) in a day.
20

21 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
22 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.
23

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

26 45. Defendants know or should know the actual dates of overtime worked, the amount of
27 overtime worked, and the amount of unpaid overtime due.
28

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

4 47. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
5 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the
6 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
7 reasonable attorney's fees and costs of suit.

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

12
13 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

21 51. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
22 accurately reflected all information required by Labor Code Section 226, including but not
23 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
24 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
25 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
26 statements to Plaintiff in accordance with California Labor Code Section 226(a).
27
28

1 52. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
2 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
3 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
4 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
5 reasonable attorney's fees.
6

7 53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
8 sustained damages, including loss of earnings, in an amount to be established at trial. As a
9 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
10 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
11 and attorney's fees pursuant to statute.
12

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

17 **FIFTH CAUSE OF ACTION**

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

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

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

21 55. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.
23

24 56. California Labor Code Section 204 establishes the fundamental right of all employees
25 in the State of California to be paid wages in a timely fashion for their work.
26

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

58. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is

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

5
6 59. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
7 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
8 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
9 from Defendants' records or indirectly based on information from Defendants' records.

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

14
15 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

23
24 63. Pursuant to California Labor Code Section 202, when an employee resigns, the
25 employer must pay all compensation due and owing within 72 hours of resignation, or on the
26 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

27 64. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
28

1 without abatement or reduction, any wages of an employee whose employment ends, the wages
2 of the employee shall continue as a penalty from the due date at the same rate until paid or until
3 an action is commenced; however, the wages shall not continue for more than 30 days for
4 failure to pay an employee owed wages.

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

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

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

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

17
18
19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO GIVE REST BREAKS**

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

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

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

- 25 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which
26 provides that every employer shall authorize and permit all employees to take rest
27
28

periods, which insofar as practicable shall be in the middle of each work period.

The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

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

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

72. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest,

1 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
2 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

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

8
9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO GIVE MEAL BREAKS**

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

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

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

- 15 a. California Labor Code section 512(a), which requires that employees be given a 30-
16 minute uninterrupted meal break after five (5) hours of work, and a second
17 uninterrupted meal break after ten (10) hours of work;
18
19 b. California Labor Code section 226.7, which states that (a) no employer shall require
20 any employee to work during any meal period mandated by an applicable order of
21 the Industrial Welfare Commission, and (b) if any employer fails to provide an
22 employee a meal period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one (1) additional hour
24 of pay at the employee's regular rate of compensation for each workday that the
25 meal period is not provided;
26
27 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
28

1 under Title 8 of the California Code of Regulations Section 11040/11050, which
2 states that if an employer fails to provide an employee a meal period in accordance
3 with the applicable provisions of the Wage Order, the employer shall pay the
4 employee one (1) hour of pay at the employee's regular rate of compensation for
5 each workday that the meal period is not provided;

6 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
7 codified under Title 8 of the California Code of Regulations Section 11040/11050,
8 which requires an employer to maintain records documenting its employees' meal
9 periods;
10

11 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
12 codified under California Code of Regulations Section 11040/11050, which
13 penalizes the employer \$50.00 for each initial violation, per employee, of any
14 provision of the Wage Order, and \$100.00 for each additional violation thereafter
15 per employee; and
16

17 f. California Labor Code section 1171 and 1173, which have given the California
18 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4
19 and 5) as enforceable law.

20 77. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
21 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
22 to take a second relieved meal break after ten (10) hours of work, as required by California
23 law. California Labor Code section 512(a) and California Industrial Welfare Commission
24 Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.
25 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
26 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
27
28

1 all work duty. California Labor Code section 226.7 provides that employers may not require
2 their employees to work through their meal periods. California Labor Code section 226.7 and
3 California Code of Regulations section 11040/11050 requires that if the employer fails to
4 provide the employee with an uninterrupted meal period, the employer must pay the employee
5 one (1) hour of pay for each work day that the meal period is not given.

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

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

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

16 **NINTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

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

21 82. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
22 employee for all necessary expenditures or losses incurred by the employee in direct
23 consequence of the discharge of his or her duties."
24

25 83. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
26 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
27
28

1 of completing her job duties, which were not reimbursed by Defendant. These expenses
2 include but are not limited to, personal cell phones for work purposes. Plaintiff would use her
3 personal cell phone to call the facility, communicate with co-workers in the field, and similar
4 tasks. Despite the latter, Plaintiff and others were not reimbursed for their personal cell phone
5 use as well as uniforms.

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

8
9 **TENTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
12 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5,**
13 **1194, 1194.2, 1197, 1197.1, 1198, 2802)**

14 **(Plaintiff against all named Defendants and all DOE defendants)**

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

17 86. Plaintiff has complied with the procedures for bringing suit specified in
18 California Labor Code § 2699.3. By letter dated February 8, 2024, Plaintiff gave written notice
19 by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants
20 of the specific provisions of the California Labor Code alleged to have been violated, including
21 the facts and theories to support the alleged violations.

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

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

28 89. Pursuant to California Labor Code section 2699, any provisions of the Labor

1 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies, or employees for violation of the code
3 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
4 on behalf of himself or herself and other current or former employees pursuant to the procedures
5 specified in California Labor Code section 2699.3.

6 90. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
7 violator and had one or more of the alleged violations committed against her, and therefore is
8 properly suited to represent the interests of other current and former employees, including all
9 current and former hourly, non-exempt employees who worked for CENTRAL STAR at any of
10 their locations in the State of California during the applicable PAGA Period.

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

14 92. Plaintiff therefore has exhausted all administrative remedies required of her under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
16 this cause of action and pursue penalties in a representative action for Defendants’ violations of
17 the Labor Code.

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

20 94. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
21 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
22 seeking individual penalties/victim specific relief or underpaid wages for herself or other
23 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
24 this Complaint for individual wages but is not seeking wages through the PAGA action.

25 95. Specifically, Plaintiff seeks penalties under California Labor Code
26 section 2699, for the following:

27 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
28

1 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
2 2802, and any other Labor Codes/Industrial Welfare Commission Order (No. 4/5) violated
3 based on the facts alleged in this Complaint.

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

8 **ELEVENTH CAUSE OF ACTION**
9 **FAILURE TO MAINTAIN SAFE WORKPLACE**
10 **VIOLATIONS OF LABOR CODE SECTION 6400 ET SEQ.**

11 **(Plaintiff against Central Star Behavioral Health, Inc. and all DOE defendants)**

12 97. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 Paragraphs 1 through 96, inclusive, of this Complaint as though fully set forth herein. This
14 cause of action is brought by Plaintiff against all Defendants jointly and individually.

15 98. Defendants owed Plaintiff a duty to "furnish employment and a place of employment
16 that is safe and healthful for the employees therein." California Labor Code Section 6400(a).

17 99. California Labor Code Section 6401 provides that "Every employer shall furnish and
18 use safety devices and safeguards, and shall adopt and use practices, means, methods,
19 operations, and processes which are reasonably adequate to render such employment and place
20 of employment safe and healthful. Every employer shall do every other thing reasonably
21 necessary to protect the life, safety, and health of employees."

22 100. California Labor Code Section 6402 provides that "No employer shall require,
23 or permit any employee to go or be in any employment or place of employment which is not
24 safe and healthful."

25 101. California Labor Code Section 6403 provides that "No employer shall fail or
26 neglect to do any of the following" (a) To provide and use safety devices and safeguards
27 reasonably adequate to render the employment and place of employment safe. (b) To adopt and
28 use methods and processes reasonably adequate to render the employment and place of

1 employment safe. (c) To do every other thing reasonably necessary to protect the life, safety
2 and health of employees.”

3 102. California Labor Code Section 6404 provides that “No employer shall occupy
4 or maintain any place of employment that is not and healthful.”

5 103. Pursuant to California Labor Code Section 6406, “No person shall do any of
6 the following: (c) Interfere with the use of any method or process adopted for the protection of
7 any employee, including himself, in such employment, or place of employment. (d) Fail or
8 neglect to do every other thing reasonably necessary to protect the life, safety, and health of
9 employees.”

10 104. Defendants failed to furnish Plaintiff with employment, and a place of
11 employment, that was safe and healthful by failing to do everything reasonably necessary to
12 protect Plaintiff's life, safety and health following each concern regarding the violent
13 propensities of a particular client.

14 105. Defendant failed to furnish Plaintiff with employment, and a place of
15 employment, that was safe and healthful by failing to implement and/or enforce policies and
16 procedures reasonably adequate to render Plaintiff's employment and place of employment
17 safe, including protocols for the protection of employees from clients.

18 106. Defendants' conduct described herein created intolerable, unsafe, and
19 unhealthful working conditions such that Plaintiff had a reasonable, good faith and honest fear
20 of harm to her safety on account of the work environment resulting in the constructive
21 discharge of Plaintiff's employment in violation of public policy.

22 107. Defendants' conduct described herein violates California Labor Code Sections
23 6400, 6401, 6402, 6403, 6404, and 6406.

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

1 **TWELFTH CAUSE OF ACTION**

2 **NEGLIGENT FAILURE TO MAINTAIN SAFE WORKPLACE**

3
4 **(Plaintiff against Central Star Behavioral Health, Inc. and all DOE defendants)**

5 109. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 108, inclusive, of this Complaint as though fully set forth herein. This
7 cause of action is brought by Plaintiff against all Defendants jointly and individually.

8 110. At all times relevant herein, Plaintiff was employed by Defendants to provide
9 patient care.

10 111. Defendants owed Plaintiff a common law duty to provide her with working
11 conditions which were reasonably safe. Restatement Second of Agency, § 492.

12 112. Defendants' failure to do everything reasonably necessary to protect Plaintiff's
13 life, safety, and health following each concern regarding failure to protect Plaintiff from a
14 client's violent propensities, was at best negligent conduct by Defendants.

15 113. Defendants' negligent failure to reasonably respond to Plaintiff's complaints
16 about workplace safety and to provide working conditions which were reasonably safe for
17 Plaintiff, breached duties owed to Plaintiff.

18 114. As a proximate result of the aforementioned negligent conduct, Plaintiff was
19 constructively discharged from her employment in violation of public policy, and has and will
20 continue to suffer past and future loss of earnings, reduced earning capacity in the future, and
21 other incidental and consequential damages in an amount according to proof at the time of trial.

22 115. As a proximate result of the aforementioned negligent conduct, Plaintiff has
23 been damaged in an amount according to proof at time of trial, but in an amount in excess of
24 the jurisdiction of this Court.

25 **THIRTEENTH CAUSE OF ACTION**

26 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

27 **(Plaintiff against Central Star Behavioral Health, Inc. and all DOE Defendants)**
28

1 116. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 115 inclusive, of this Complaint as though fully set forth herein.

3 117. At all times during her employment with CENTRAL STAR, Plaintiff
4 performed her duties with the utmost diligence and competence.

5 118. Defendants intentionally created an illegal and unsafe work environment and
6 atmosphere. This situation became intolerable for Plaintiff and Plaintiff had no alternative but to
7 quit her job.

8 119. The employment of Plaintiff was constructively wrongfully terminated in or
9 around January 2024 in violation of the fundamental public policy of the State of California
10 with respect to maintaining a safe and healthy work environment. Moreover, Plaintiff was
11 forced to hire an attorney to assist her to end these illegal activities. Said conduct violated
12 statutory and constitutional expressions of public policy including, but not limited to, the
13 California Labor Code, including sections 6400, 6401, 6402, 6403, 6404, and 6406.

14 120. As set forth above, said actions by Defendants were wrongful and in violation
15 of the fundamental principles of the public policy of the State of California as reflected in its
16 laws, objectives and policies. Said statutes and constitutional expressions of public policy
17 include, but are not limited to, the California Labor Code. These laws inure to the benefit of the
18 public at large, and not just the private interests of the employers and employees whom they
19 govern or protect.
20

21 121. As a direct and proximate result of the aforementioned acts and omissions of
22 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
23 loss of income (past and future), loss of employment benefits (past and future), general and
24 compensatory damages (past and future), mental pain and anguish and emotional distress (past
25 and future), and will continue to suffer in the future, in an amount to be proved at trial.
26

27 122. The foregoing conduct engaged in by Defendants and each of its directors,
28

1 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
2 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
3 a safe and healthy work environment, so as to justify the imposition of punitive damages to
4 punish and set an example of said Defendants.

5 **FOURTEENTH CAUSE OF ACTION**

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

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

8 **(Plaintiff against Central Star Behavioral Health, Inc. and all DOE defendants)**

9
10 123. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 122, inclusive, of this Complaint as though fully set forth herein.

12 124. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
13 constitutes unfair and unlawful business practices under California Business and Professions
14 Code Section 17200, et seq.

15 125. Defendant's violations of the California labor laws and the Labor Code
16 constitutes a business practice because it was done repeatedly over a significant period of time
17 in a systematic manner that was detrimental to Plaintiff and other employees.

18 126. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
19 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
20 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
21 seq.

22
23 127. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
24 multiple damages as specifically provided in California Business and Professions Code section
25 17200 et seq.

26
27 128. For the four years preceding the filing of this action, Plaintiff requests
28

1 restitution of all monies and profits to be disgorged from Defendants in an amount according to
2 proof at time of trial, but in excess of the jurisdiction of this Court.

3 **PRAYER FOR RELIEF**

- 4 1. For compensatory damages including lost past and future wages, overtime,
5 commissions, and all other sums of money, including employment benefits, together
6 with interest on said amounts, and any other economic injury to Plaintiff, according to
7 proof;
8 2. For special and consequential damages to the extent allowed by law;
9 3. For general damages according to proof;
10 4. For an award of punitive damages against Defendants according to proof;
11 5. For restitution and disgorgement for all unfair business practices by corporate
12 Defendants against Plaintiff in an amount according to proof;
13 6. For an order enjoining corporate Defendants from further unfair and unlawful business
14 practices in violation of Business and Professions Code section 17200, et seq.;
15 7. For damages and penalties against Defendants under Labor Code section
16 226 for Plaintiff in an amount subject to proof at trial;
17 8. For damages and penalties pursuant to Labor Code section 203/204/210 against
18 Defendants in an amount subject to proof at trial;
19 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
20 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
21 10. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
22 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
23 11. For maximum civil penalties available under the Labor Code and applicable Wage Order
24 against Defendant as described more particularly in the Complaint and Representative
25 PAGA claim/action;
26 12. For all remedies available to Plaintiff under the applicable Wage Order and the
27 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
28 liquidated damages, damages, penalties, and waiting time penalties according to proof

1 to the extent permitted by law;

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

3 14. Reasonable attorney's fees where available by law, including but not limited to,
4 pursuant to the California Labor Code, including section 2698, and/or other
5 applicable laws; and

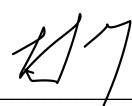
6 15. Costs and expenses of suit incurred herein;

7 16. For all interest as allowed by law;

8 17. For such other and further relief as the Court deems just and proper.

9 DATED: May 13, 2024

MESSRELIAN LAW INC.

10
11 By 
12 Harout Messrelian, Esq.
13 Attorneys for Plaintiff

14 **DEMAND FOR JURY TRIAL**

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

16
17 DATED: May 13, 2024

MESSRELIAN LAW INC.

18
19 By 
20 Harout Messrelian, Esq.
21 Attorneys for Plaintiff
22
23
24
25
26
27
28