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Attorneys for Plaintiff Karina Rodriguez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KARINA RODRIGUEZ,

Plaintiff,

vs.

VALLEY HERBAL HEALING CENTER,
INC.; TIMOTHY DODD; and DOES 1
to 25, inclusive,

Defendants.

CASE NO.: 24STCV17783

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 GIVE REST BREAKS;
8. FAILURE TO GIVE MEAL BREAKS;
9. PRIVATE ATTORNEYS GENERAL ACT ("PAGA");
10. FAILURE TO REIMBURSE FOR BUSINESS EXPENSES
11. VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.
12. SEXUAL HARASSMENT IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT ("FEHA");
13. FAILURE TO PREVENT SEXUAL HARASSMENT VIOLATION OF FEHA;
14. WRONGFUL CONSTRUCTIVE

1) **DISCHARGE IN VIOLATION OF**
2) **PUBLIC POLICY;**

3) **DEMAND FOR JURY TRIAL**
4)
5)
6)

7 COMES NOW Plaintiff, KARINA RODRIGUEZ (hereinafter "Plaintiff"), and alleges
8 as follows:

9 **PARTIES, JURISDICTION, 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 VALLEY HERBAL
12 HEALING CENTER, INC.; TIMOTHY DODD; and DOES 1 to 25, inclusive, do business in
13 the County of Los Angeles and because Defendants' obligations and liabilities arise therein,
14 and because the work that was performed by Plaintiff in the County of Los Angeles is the
15 subject of this action. Moreover, Plaintiff's damages sought herein exceed \$35,000.
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17 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

18 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
19 VALLEY HERBAL HEALING CENTER, INC. is and was a California corporation, doing
20 business in Los Angeles County, California, and which employed Plaintiff.

21 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
22 TIMOTHY DODD is a male resident of the State of California, and the owner, managing
23 agent, and/or director VALLEY HERBAL HEALING CENTER, INC., and is being included
24 in this lawsuit pursuant to Labor Code Section 558.1 as he controlled the hours, wages, and/or
25 working conditions of Plaintiff and other hourly, non-exempt employees and was involved in
26 the wage and hour practices and policies. Defendants VALLEY HERBAL HEALING
27 CENTER, INC. and TIMOTHY DODD are collectively referred to herein as "Defendant(s)"
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(unless otherwise noted) or “VALLEY HERBAL”.

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

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

GENERAL ALLEGATIONS

7. Plaintiff started working at VALLEY HERBAL on or around early 2023. Plaintiff was seemingly classified as an hourly, non-exempt employee. Plaintiff’s employment ended on or around July 2023.

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

1 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
2 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
3 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
4 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
5 PAGA representative to sue for violations that the representative has personally suffered. The
6 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
7 and others. The statute also states that an “aggrieved employee” is “any person who was
8 employed by the alleged violator and against whom one or more of the alleged violations was
9 committed.” Because at least one of the violations that Huff had alleged had affected him
10 personally, the Court of Appeal denied Securitas’ motion.
11

12 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
13 other employees, it allows for suits broader than the specific violations the named
14 employee experienced. Therefore, even if the employee did not personally experience the
15 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is
16 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on
17 behalf of all other employees, including ALL hourly, non-exempt employees, irrespective of
18 job title or job duties who worked for VALLEY HERBAL at any of their locations in
19 California during the relevant PAGA period.
20

21 10. It is Plaintiff’s position that VALLEY HERBAL has violated the following Labor Code
22 Sections against Plaintiff and other similarly situated aggrieved employees, who include all
23 non-exempt, hourly employees who worked for VALLEY HERBAL at their various locations
24 in the State of California during the relevant PAGA period.
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26 11. VALLEY HERBAL violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
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1 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
2 including the statutory minimum wage for all hours worked and for “off the clock” work. This
3 is so because VALLEY HERBAL had a company policy wherein they would
4 disproportionately round down the number of hours worked, resulting in “time shaving” and
5 further resulting in aggrieved employees not being paid for all hours worked. Furthermore, and
6 since Plaintiff and others worked through their meal periods while “off the clock”, they were
7 not compensated for all hours worked, which would be akin to a minimum wage violation.
8 Moreover, VALLEY HERBAL failed to provide its employees with proper and accurate
9 reporting time pay. In terms of the “off the clock” work, it is important to note that Plaintiff
10 would often have to tend to deliveries while she was on her lunch break and while she was “off
11 the clock”. Plaintiff had to make sure that everything was in compliance and stored with
12 regards to the cannabis delivery and so she would be forced to work “off the clock” in addition
13 to her meal break being interrupted.
14

15 12. Due to the above “off the clock” violations, VALLEY HERBAL also violated Labor
16 Code §510 because it failed to pay Plaintiff and other aggrieved employees overtime
17 compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or
18 40 hours per week throughout their employment. Plaintiff’s and other aggrieved employees’
19 actual work hours entitled them to overtime compensation, however, VALLEY HERBAL did
20 not compensate its hourly, non-exempt employees with overtime or the correct amount of
21 overtime due to the “off the clock” work and time shaving/rounding as described above and
22 due to overall company policy. Furthermore, VALLEY HERBAL failed to include
23 bonuses/incentive payments in calculating employees’ regular rate of pay for use in
24 deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments
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1 were also not factored into employees' regular rate for purposes of receiving meal and rest
2 break premiums per the Ferra v. Loews case.

3 13. VALLEY HERBAL also violated Labor Code § 226.7 and the appropriate Industrial
4 Welfare Commission Wage Order no. 4/7 because it failed to provide Plaintiff and other
5 similarly situated aggrieved employees with 10-minute rest periods for every four hours of
6 work, or majority portion thereof, throughout their employment. VALLEY HERBAL did not
7 completely relieve Plaintiff and others of all duty during said rest periods. VALLEY
8 HERBAL did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular
9 rate of compensation for each workday that one or more statutory rest periods was not
10 provided. It was not part of the company policy for employees such as Plaintiff to take at least
11 two timely, UNINTERRUPTED rest breaks per shift. The concept of uninterrupted rest breaks
12 multiple times per shift, which were also timely, was not consistently implemented. In fact, due
13 to always being short-staffed, Plaintiff didn't get her rest breaks at least 3 times per week on
14 average. As such, the culture as well as the policies and procedures of VALLEY HERBAL did
15 not lend itself to the employees receiving consistent statutory rest breaks wherein they were
16 relieved of all work duties. The environment at VALLEY HERBAL was not conducive to
17 receiving multiple statutory rest breaks under California law and timely, statutory rest breaks
18 were not authorized or enforced.

21 14. VALLEY HERBAL violated Labor Code §§ 512 and 226.7 and the appropriate
22 Industrial Welfare Commission Wage Order no. 4/7 because it failed to provide hourly, non-
23 exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal
24 periods for every five (5) hours of work throughout their employment. VALLEY HERBAL did
25 not completely relieve Plaintiff and other employees of all duty during said meal
26 periods. VALLEY HERBAL did not pay to Plaintiff and its hourly, non-exempt employees
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one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. The hourly, non-exempt employees would not consistently receive timely, uninterrupted meal breaks which were before the 5th hour. In fact, even if Plaintiff did receive a meal period, it would often be interrupted due to cannabis deliveries as mentioned above. In addition, they were always short-staffed at the location at which Plaintiff worked, leading to employees such as Plaintiff not being able to take timely, uninterrupted meal periods. Like the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the company culture and was not consistently enforced by VALLEY HERBAL. Consequently, it was the normal practice and custom of VALLEY HERBAL not to consistently authorize, permit, and enforce timely statutory meal periods. If VALLEY HERBAL had Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and others generally worked more than a 6-hour shift. If VALLEY HERBAL had Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed to work through the meal periods, it would be invalid and unenforceable because the nature of Plaintiff's job does not and did not prevent her from taking a meal period and the company could have hired "breakers" to relieve Plaintiff of his job duties so that she can actually take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and others did not always receive statutory, timely meal periods during their employment. To the extent that VALLEY HERBAL argues that Plaintiff and others were paid to work through their meal period, this argument is not compelling due to the position that there was no valid meal period waiver in place and even if there was, it is still a violation to prevent an employee from taking a meal break in order to rest and recover. To the extent that VALLEY HERBAL argues that employees receive meal break premium pay for missed, late or short meal and rest periods,

1 that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for
2 the violations themselves, irrespective of whether an employee received the premium payment
3 for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the
4 Court stated, “section 226.7 does not give employers a lawful choice between
5 providing *either* meal and rest breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire*
6 *Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of
7 pay does not excuse the violation; the employer has still committed a violation even if the
8 remedy for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
9 2016 WL 1110302 at *4). As such, the work environment and culture at VALLEY HERBAL
10 was not conducive to receiving consistent, timely, statutory meal breaks under California law.
11 Moreover, any meal or rest break premiums paid were not compensated at the weighted
12 average regular rate, inclusive of bonuses and/or incentive payments as well as overtime
13 compensation.
14

15 15. Furthermore, during the relevant time period, and due to the above labor code
16 violations, VALLEY HERBAL failed to pay Plaintiff and other similarly situated aggrieved
17 employees all wages due to them within any time period specified by California Labor Code
18 section 204. VALLEY HERBAL was also in violation of California Labor Code section 226(a)
19 by failing to include pertinent information on the wage statements, including but not limited to,
20 the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross
21 wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions,
22 the correct start and end of the pay period, all employee identifying information, the correct
23 and complete name and address of the legal employer, and reimbursement for business
24 expenses, among others. As such, VALLEY HERBAL did not provide Plaintiff and other
25 similarly situated aggrieved employees with complete, accurate itemized wage statements.
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1 16. During the relevant time period, VALLEY HERBAL also failed to keep accurate and
2 complete payroll records showing the actual hours worked per day and the wages paid to
3 Plaintiff and others pursuant to California Labor Code sections 1174(d).

4 17. VALLEY HERBAL also violated Labor Code § 203 because it willfully failed to pay
5 Plaintiff and other similarly situated aggrieved employees earned and due wages upon
6 separation of employment, either immediately upon involuntary termination, or within 72
7 hours of resignation. These earned but unpaid wages include compensation for all hours
8 worked, including minimum wages, overtime compensation, and premium pay for missed meal
9 and rest breaks.
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11 18. During the relevant time period, Plaintiff and other aggrieved employees
12 incurred necessary, business-related expenses and costs that were not reimbursed by VALLEY
13 HERBAL. These costs include, but are not limited to, use of personal cell phones for work
14 purposes, among others. During her employment, Plaintiff needed to utilize her personal phone
15 to take pictures and scan invoices and send emails as part of her job. Accordingly, VALLEY
16 HERBAL was in violation of California Labor Code sections 2800 and 2802. Furthermore,
17 VALLEY HERBAL did not provide proper and correct/accurate sick pay that was also
18 delineated on employee pay stubs and also failed to provide proper sick leave in violation of
19 Labor Code sections 233 and 246. Moreover, there were no suitable seating/rest break facilities
20 for the employees pursuant to Wage Order no. 4-2001/7-2001.
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22 19. In addition, Plaintiff would have individual claims against VALLEY HERBAL
23 for sexual harassment and failure to prevent sexual harassment in violation of the Fair
24 Employment and Housing Act (FEHA) as well as constructive discharge. During her
25 employment, a sales supervisor (female), who had authority over Plaintiff would consistently
26 talk to Plaintiff about sex and her own sexual activity, which would make Plaintiff extremely
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1 uncomfortable. The environment became too hostile for Plaintiff and she was forced to quit her
2 employment in July 2023.

3 20. Pursuant to California Government Code section 12960, Plaintiff has exhausted her
4 administrative remedies. Plaintiff filed a complaint with the California Civil Rights Department
5 (formerly, Department of Fair Employment and Housing (“DFEH”), alleging claims in this
6 complaint. The California Civil Rights Department immediately issued to Plaintiff a right to sue
7 letter/notice.

8 **FIRST CAUSE OF ACTION**

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

10 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code
11 of Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)**

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

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

15 22. At all times relevant herein, Defendants were required to compensate its employees for
16 all hours worked upon reporting for work at the appointed time stated by the employer
17 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
18 Title 8, Section 11040; and/or Industrial Welfare Commission Order 7-2001, California Code
19 of Regulations, Title 8, Section 11070.

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

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

25 25. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
26 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
27 this Court.
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1 26. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
2 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
3 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
4 reasonable attorney's fees and costs of suit.

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

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES**

11 **(California Labor Code Sections 1194, 1194.2, 1197; IWC Wage Order no. 4-2001/7-2001)**

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

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

15 29. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
16 to suffer or permit a California employee to work without paying wages at the minimum wage
17 rate for all hours worked as required by the applicable Industrial Welfare Commission
18 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
19 8, Section 11040, subdivision 4; and/or Industrial Welfare Commission Order 7-2001,
20 California Code of Regulations, Title 8, Section 11070.

21 30. Pursuant to IWC Wage Order no. 4-2001 and/ or 7-2001, subdivision 2(K), at
22 all relevant times, "hours worked" included "the time during which an employee is subject to
23 the control of an employer, and includes all the time the employee is suffered or permitted to
24 work, whether or not required to do so..."

25 31. Moreover, Pursuant to California Industrial Welfare Commission Order no. 4-2001
26 and/or 7-2001 Section 9(B), "When tools or equipment are required by the employer or are
27 necessary to the performance of a job, such tools and equipment shall be provided and
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maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

32. During her employment, Plaintiff was regularly required as a matter of uniform policy and practice to provide and maintain hand tools and equipment customarily required by the trade or craft and was paid less than two times the minimum wage rate by Defendants for hours worked in violation of California Labor Code Section 1197 and the applicable California Industrial Wage Commission wage order(s).

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

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

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

THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of Regulations Title 8 Section 11040/11070, California Labor Code sections 510, 1194)

(Plaintiff against all named defendants and all DOE defendants)

36. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

2 37. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
3 Regulations, Title 8, Section 11040; and/or Industrial Welfare Commission Order 7-2001,
4 California Code of Regulations, Title 8, Section 11070, for the period of Plaintiff's
5 employment, Defendants were required to compensate Plaintiff for all overtime, which is
6 calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of
7 eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for
8 hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on
9 the seventh consecutive work day in a week.

10 38. Plaintiff was a non-exempt employee entitled to the protections of the California
11 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
12 Section 11040; and/or Industrial Welfare Commission Order 7-2001, California Code
13 of Regulations, Title 8, Section 11070.

14 39. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
15 single workweek on numerous occasions.

16 40. Plaintiff worked more than twelve (12) hours in a single workday.

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

18 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times
19 Plaintiff's regular correct rate of pay (two times the minimum wage) for hours worked past
20 eight (8) in a day.

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

24 44. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's
25 regular, correct rate of pay (two times the minimum wage) for hours worked past twelve (12)
26 in a day.

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

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

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

6 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
7 Regulations, Title 8, Sections 11040/11070, Plaintiff is entitled to recover damages for
8 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
9 reasonable attorney's fees and costs of suit.

10 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

7 54. 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.

10 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

20 58. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
21 informed, believes, and thereon alleges, that all times relevant during the liability period,
22 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
23 including twice the minimum wage and the correct amount of overtime as well as premium pay
24 for missed meal and rest breaks, and business expense reimbursement.

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

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

5 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO GIVE REST BREAKS**

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

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

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

- 13 a. Title 8 of the California Code of Regulations Sections 11040/11070, which
14 provides that every employer shall authorize and permit all employees to take rest
15 periods, which insofar as practicable shall be in the middle of each work period.
16 The authorized rest period time shall be based on the total hours worked daily at the
17 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
18
19 b. Title 8 of the California Code of Regulations Sections 11040/11070 (12)(B), which
20 provides that if an employer fails to provide an employee a rest period in
21 accordance with the applicable provisions of this order, the employer shall pay the
22 employee one (1) hour of pay at employee's regular rate of compensation for each
23 workday that the rest period is not provided;
24
25 c. Title 8 of the California Code of Regulations sections 11040/11070(20)(A), which
26 penalizes the employer \$50.00 for each initial violation, per employee, of any
27 provision of the Wage Order, and \$100.00 for each additional violation thereafter
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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, penalties, attorney's fees and costs according to proof at trial.

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

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

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

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

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

- 1 a. California Labor Code section 512(a), which requires that employees be given a 30-
2 minute uninterrupted meal break after five (5) hours of work, and a second
3 uninterrupted meal break after ten (10) hours of work;
- 4 b. California Labor Code section 226.7, which states that (a) no employer shall require
5 any employee to work during any meal period mandated by an applicable order of
6 the Industrial Welfare Commission, and (b) if any employer fails to provide an
7 employee a meal period in accordance with an applicable order of the Industrial
8 Welfare Commission, the employer shall pay the employee one (1) additional hour
9 of pay at the employee's regular rate of compensation for each workday that the
10 meal period is not provided;
- 11 c. California Industrial Welfare Commission Order No. 4/7 section 11(B), as codified
12 under Title 8 of the California Code of Regulations Section 11040/11070, which
13 states that if an employer fails to provide an employee a meal period in accordance
14 with the applicable provisions of the Wage Order, the employer shall pay the
15 employee one (1) hour of pay at the employee's regular rate of compensation for
16 each workday that the meal period is not provided;
- 17 d. California Industrial Welfare Commission Wage Order No. 4/7 Section 7(A)(3), as
18 codified under Title 8 of the California Code of Regulations Section 11040/11070,
19 which requires an employer to maintain records documenting its employees' meal
20 periods;
- 21 e. California Industrial Welfare Commission wage order No. 4/7 Section 20(A), as
22 codified under California Code of Regulations Section 11040/11070, which
23 penalizes the employer \$50.00 for each initial violation, per employee, of any
24 provision of the Wage Order, and \$100.00 for each additional violation thereafter
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per employee; and

- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4/7) as enforceable law.

77. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4, as codified under California Code of Regulations Sections 11040/11070 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040/11070 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

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

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

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

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1 period.

2 87. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
3 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
4 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

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

9 89. California Labor Code section 2699 et seq. imposes penalties upon culpable
10 Defendants for violating the Labor Code.

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

19 91. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
20 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
21 seeking individual/victim specific relief or underpaid wages under this particular cause of
22 action.

23 92. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
24 the following:

25 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
26 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
27 2802, via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4/7)
28 violated based on the facts alleged in this Complaint.

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

5
6 **TENTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

8 **(Plaintiff against all named Defendants and DOE Defendants, and each of them)**

9 94. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 93, inclusive, of this Complaint as thought fully set forth herein.

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

14 96. In order to discharge her duties for Defendant, Plaintiff incurred reasonable and
15 necessary expenses in the course of completing her job duties, which were not reimbursed by
16 Defendant. These expenses include, but are not limited to, use of personal cell phones for work
17 purposes, among others. During her employment, Plaintiff needed to utilize her personal phone
18 to take pictures and scan invoices and send emails as part of her job.

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

21 **ELEVENTH CAUSE OF ACTION**

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

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

24 **(Plaintiff against VALLEY HERBAL and all DOE defendants)**

25 98. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 97, inclusive, of this Complaint as though fully set forth herein.
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1 99. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
2 constitute unfair and unlawful business practices under California Business and Professions
3 Code Section 17200, et seq.

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

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

11 **TWELFTH CAUSE OF ACTION**

12 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

13 **(Plaintiff against Valley Herbal Healing Center, Inc. and all DOE Defendants)**

14 102. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 101, inclusive, of this Complaint as though fully set forth herein.

16 103. At all times herein mentioned, FEHA, Government Code section 12900, et seq.,
17 was in full force and effect and was binding on Defendants. Specifically, Government Code
18 section 12940(j) prohibits an employer from sexually harassing an employee on the basis of her
19 sex.

20 104. Plaintiff's supervisor (female), is considered a supervisor under FEHA as
21 she controlled Plaintiff's work and had the authority and ability to discipline Plaintiff. As such,
22 it is Plaintiff's position that VALLEY HERBAL would be liable for Plaintiff's supervisor's
23 sexually harassing behavior and in transforming Plaintiff's work environment into a hostile
24 sexual environment which materially altered Plaintiff's working conditions and which
25 constitutes sexual harassment in violation of California Government Code section 12940(j)(1).

26 105. Furthermore, this cause of action is based upon:

27 a. Article I Section VIII of the California Constitution which prohibits the
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1 discrimination and harassment of employees based upon their sex;

2 b. California Government Code Section 12940 which prohibits supervisors and
3 employers from discriminating, harassing, terminating, and retaliating against, an
4 employee on the basis of their sex and sexually harassing an employee, and doing
5 any of these things to an employee because of their complaints to their supervisors
6 that they are being subjected to conduct that violates said code section;

7 c. Title II, Division IV of the California Code of Regulations regarding the California
8 Fair Employment and Housing act, and specifically, Sections 7287.6, 7287.8, and
9 7291.1(f)(1) of said code of regulations which makes unwelcome sexual advances,
10 sexual battery, and sexual favors which condition employment benefits unlawful;

11 d. California Government Code Section 12940(j)(1) which prohibits employees from
12 harassing their subordinates on the basis of the subordinates' sex including sexually
13 harassing a subordinate; and
14

15 106.Plaintiff is informed, believes, and thereon alleges, that she was subjected to
16 sexual harassment, which was severe and ongoing, while Plaintiff was employed by Defendant
17 VALLEY HERBAL.
18

19 107.The corporate Defendants are also a party to this cause of action because,
20 amongst other things, they are strictly liable for the harassing conduct of the individual that
21 was Plaintiff's supervisor, and a supervisory and managerial employee of Defendant VALLEY
22 HERBAL, at all times alleged herein.
23

24 108.As a direct, foreseeable, and proximate result of the conduct of all Defendants
25 named in this cause of action, and each of them, the Plaintiff has suffered, and continues to
26 suffer emotional distress, as well as other financial losses to be ascertained according to proof.

27 109.In engaging in the aforementioned conduct, Defendants and DOES 1 to 25,
28 inclusive, and each of them, aided, abetted, incited, compelled, and/or coerced unlawful

1 employment practices in violation of the announced policy of this State against such practices.
2 Furthermore, they failed to take immediate and appropriate corrective action to prevent this
3 harassment.

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

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

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

4 **THIRTEENTH CAUSE OF ACTION**

5 **FAILURE TO PREVENT SEXUAL HARASSMENT**

6 **IN VIOLATION OF FEHA**

7 **(Plaintiff against Valley Herbal Healing Center, Inc. and all DOE Defendants)**

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

10 115. At all times herein mentioned, FEHA, California Government Code section
11 12940(k), was in full force and effect and was binding on Defendants. This statute states that it
12 is an unlawful employment practice in California for an employer to "fail to take all reasonable
13 steps necessary to prevent discrimination and harassment from occurring."

14 116. As alleged above, Plaintiff was subjected to sexual harassment.

15 117. Defendants failed to take all reasonable steps necessary to prevent harassment.
16 In addition, VALLEY HERBAL failed to remedy such harassment when it realized and
17 was informed that it was occurring. VALLEY HERBAL further failed to train, supervise, and
18 monitor its employees and agents.

19 118. The failure of Defendants to prevent harassment created and encouraged an
20 environment where such harassment was condoned, encouraged, tolerated, sanctioned, and/or
21 ratified.

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

2 120.The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
3 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
4 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
5 their workers' right to work in an environment free of harassment, so as to justify the imposition
6 of punitive damages to punish and set an example of said Defendants.

7 121.As a proximate result of the foregoing conduct, which violated the provisions of
8 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
9 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

10 **FOURTEENTH CAUSE OF ACTION**

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

12 **(Plaintiff against All Named Defendants and all DOE Defendants)**

13 122.Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 121 inclusive, of this Complaint as though fully set forth herein.

15 123. At all times during her employment with VALLEY HERBAL, Plaintiff
16 performed her duties with the utmost diligence and competence.

17 124.Defendants intentionally created an illegal and unsafe work environment and
18 atmosphere. This situation became intolerable for Plaintiff and Plaintiff had no alternative but
19 to quit her job.

20 125.The employment of Plaintiff was constructively wrongfully terminated in or
21 around July 2023 in violation of the fundamental public policy of the State of California
22 with respect to maintaining a safe and healthy work environment free of sexual harassment.
23 Moreover, Plaintiff was forced to hire an attorney to assist her to end these illegal activities.
24 Said conduct violated statutory and constitutional expressions of public policy including, but
25 not limited to, the California Government Code sections 12940 et seq.

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

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

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

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16 **PRAYER FOR RELIEF**

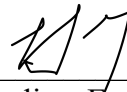
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- 18 1. For compensatory damages including lost past and future wages, overtime,
19 commissions, and all other sums of money, including employment benefits, together
20 with interest on said amounts, and any other economic injury to Plaintiff, according to
21 proof;
 - 22 2. For special and consequential damages to the extent allowed by law;
 - 23 3. For general damages according to proof;
 - 24 4. For an award of punitive damages against corporate Defendants according to proof;
 - 25 5. For restitution and disgorgement for all unfair business practices by corporate
26 Defendants against Plaintiff in an amount according to proof;
 - 27 6. For an order enjoining corporate Defendants from further unfair and unlawful business
28 practices in violation of Business and Professions Code section 17200, et seq.;

7. For damages and penalties against Defendants under Labor Code section 226 for Plaintiff in an amount subject to proof at trial;
8. For damages and penalties pursuant to Labor Code section 203/204/210 against Defendants in an amount subject to proof at trial;
9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
10. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
11. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;
12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
13. For the imposition of civil penalties and/or statutory penalties;
14. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code, including section 2698, California Government Code section 12940 et seq. and FEHA, and/or other applicable laws; and
15. Costs and expenses of suit incurred herein;
16. For all interest as allowed by law;
17. For such other and further relief as the Court deems just and proper.

DATED: July 17, 2024

MESSRELIAN LAW INC.

By



Harout Messrelian, Esq.

Attorneys for Plaintiff Karina Rodriguez

DEMAND FOR JURY TRIAL

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

DATED: July 17, 2024

MESSRELIAN LAW INC.

By  _____
Harout Messrelian, Esq.
Attorneys for Plaintiff Karina Rodriguez