

1 MANAHAN O'DELL LLP
Amanda E. Manahan (SBN 199197)
2 amanahan@manahanodell.com
Shaheen Anthony Etemadi (SBN 319138)
3 setemadi@manahanodell.com
7700 Irvine Center Drive, Suite 180
4 Irvine, CA 92618
Telephone: (949) 799-8002

5 Attorneys for Plaintiff
6
7

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/24/2024 2:17 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 ARTHUR GONZALEZ, individually and on)
behalf of all other aggrieved employees,)

11 Plaintiff,)

12 v.)

13 SOJERN, INC.; and DOES 1-10, inclusive,)

14 Defendants.)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

Case No. **24STCV24732**

COMPLAINT FOR:

1. Retaliation in Violation of Labor Code §§ 98.6, 232.5, 246.5, and 1102.5;
2. CFRA Leave Retaliation;
3. Wrongful Termination of Employment in Violation of Public Policy;
4. Intentional Infliction of Emotional Distress;
5. Failure to Pay All Wages;
6. Meal Period Violations;
7. Rest Period Violations;
8. Failure to Reimburse Business Expenses;
9. Wage Statement Violations;
10. Waiting Time Penalties;
11. Unfair Competition; and
12. Violations of the Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Plaintiff ARTHUR GONZALEZ (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees and the State of California, brings this Complaint against defendants SOJERN, INC., and
3 DOES 1-10, inclusive (collectively, “Defendants”), and hereby alleges with knowledge with respect to his
4 own acts and on information and belief as to other matters as follows:

5 **INTRODUCTION**

6 1. Through this action, Plaintiff seeks statutory, compensatory and punitive damages,
7 penalties, interest as allowed by law, costs, attorneys’ fees, declaratory relief, and other appropriate and
8 just relief due to Defendants’ unlawful conduct in violation of Plaintiff’s rights under state law to be free
9 from retaliation in violation of California common law and California Labor Code (“Labor Code”) as well
10 as unpaid wages (including minimum, overtime and double time wages), meal and rest period premiums,
11 liquidated and statutory damages, treble damages, restitution, interest as allowed by law, costs, attorneys’
12 fees, and other sums that Defendants owe to Plaintiff under the Labor Code, Industrial Welfare Commission
13 (“IWC”) Wage Orders, California Business and Professions Code (“Business and Professions Code”), and
14 California Penal Code (“Penal Code”) for Defendants misclassification of Plaintiff as exempt from the
15 requirements of overtime and double time pay.

16 2. Plaintiff also brings a representative action on behalf of all other aggrieved employees who
17 are and were employed by Defendants as exempt, non-exempt, and misclassified employees throughout
18 California during the PAGA Period under the Private Attorneys General Act of 2004, Labor Code Sections
19 2698 *et seq.* (“PAGA”), against Defendants for alleged violations of Labor Code Sections 98.6, 201, 202,
20 203, 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 227.3, 232.5(c), 233, 234, 246, 510, 511, 512, 558,
21 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2800, 2802, and 2804. The
22 term PAGA Period is defined as one (1) year prior to Plaintiff’s notice of Labor Code violations to the
23 Labor and Workforce Development Agency (“LWDA”) and Defendants until judgment.

24 **JURISDICTION AND VENUE**

25 3. This Court has jurisdiction over Defendants because, upon information and belief,
26 Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or
27 otherwise intentionally avail themselves to the California market so as to render the exercise of jurisdiction
28 over them by the California courts consistent with the traditional notions of fair play and substantial justice.

4. Venue as to each Defendant is proper in this judicial district pursuant to California Code of Civil Procedure Sections 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in this County.

PARTIES

5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.

6. Defendant SOJERN, INC. (“Sojern”) is a Delaware corporation doing business in California, including in Los Angeles County. Sojern is, and at all relevant times was, an employer subject to California’s Labor Code and Fair Employment and Housing Act.

7. Plaintiff is unaware of the true names and capacities of those Defendants identified as DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or agent of Defendants, and each related entity, and was acting with the knowledge and authorization of each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and capacities of each DOE Defendant when their names have been ascertained and identified. Each of the Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way responsible for one or more of the wrongful acts and omissions and some portion of the damages alleged in this Complaint.

8. At all times relevant, each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff.

9. Defendants, each and all of them, at all times relevant, were the joint employers, parent companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages alleged herein. Moreover, Plaintiff is informed and believes and thereon alleges that each Defendant has authorized and/or ratified the wrongful activities of each of the remaining Defendants and

1 their agents.

2 10. There exists a unity of interest in ownership between Defendants and DOES 1 through 10,
3 inclusive, such that any individuality and separateness between the individual and the corporation does not
4 exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants are and at
5 all times mentioned herein were mere shells, instrumentalities and conduits through which DOES 1 through
6 10, inclusive, carried out their business in the business name, exercising complete control and dominance
7 over such business; (b) that Defendants were conceived, intended and used by DOES 1 through 10,
8 inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 10,
9 inclusive, and were without the financial solvency and responsibility required by law; and (c) that all of the
10 assets of the Defendants have been transferred to DOES 1 through 10, inclusive, or some other individual
11 or entity which it, he, or she owns or controls, with the intent to hinder, delay or defraud creditors of
12 Defendants, leaving Defendants with no assets. Further, there exists a principal-agency relationship
13 between and among Defendants.

14 **FACTUAL ALLEGATIONS**

15 11. Defendants operate a marketing company that specializing in services for the travel
16 industry.

17 12. Defendants' predecessor VENUELYTICS INC., a Delaware corporation ("VenueLytics"),
18 employed Plaintiff from approximately October 2022 through and including June 30, 2023.

19 13. On or about July 1, 2023, Sojern acquired VenueLytics. Thereafter, Plaintiff became an
20 employee of Sojern.

21 14. Defendant Sojern employed Plaintiff from approximately July 1, 2023 through and
22 including June 1, 2024, when he was terminated in retaliation for engaging in protected activity.

23 15. Plaintiff was a successful, dedicated, and hardworking employee for Defendants. Plaintiff
24 was most recently employed as Sojern's "Sales Manager."

25 16. Throughout his employment, Plaintiff performed his job duties with excellence. Plaintiff
26 received outstanding reviews for his performance, including his 2023 year-end review from Sojern's Senior
27 Director Ashley Edwards. Plaintiff was never written up, was never coached, and had no verbal warnings
28 from Sojern's supervisors. In fact, Plaintiff was the highest performing salesperson in his department, Guest

Experience Solutions, in 2023 and 2024.

17. In February 2024, Plaintiff's grandmother became ill. Between February 9, 2024 to February 28, 2024, Plaintiff went on leave to take care of his grandmother.

18. After Plaintiff returned to work, Sojern's supervisors retaliated against Plaintiff for going on leave by, among other things, taking away his resources, increasing his sales goals after taking away half of his West coast territory, and gaslighting and ignoring him when he requested assistance.

19. In March 2024, Plaintiff was supposed to receive a commission in connection with the Oceanic Enterprises sale. This commission was supposed to be paid at the end of March 2024. Sojern failed to timely pay to Plaintiff his full commission.

20. Throughout the month of April 2024, Plaintiff made numerous complaints to Sojern's management and supervisors regarding his unpaid commission. Sojern's representatives told Plaintiff his request was going through its legal department.

21. On May 6, 2024, Plaintiff lodged a formal complaint with Sojern's human resources department through the proper channels of escalation.

22. On May 12, 2024, Plaintiff became ill and informed Sojern that he was going to be out the next day because he was sick.

23. On May 13, 2024, Sojern informed Plaintiff that it intended to put Plaintiff on a performance improvement plan ("PIP"). That same day, Plaintiff responded to Sojern and expressly complained that he believed Sojern was placing him on a PIP as retaliation for his protected complaints.

24. On May 15, 2024, in response to Plaintiff's measured complaint on May 13, Sojern removed the PIP meeting from the calendar entirely. That same day, Plaintiff demanded a copy of his personnel file.

25. On May 16, 2024, Sojern terminated Plaintiff while he was on sick leave.

26. The alleged retaliation has caused significant emotional distress to Plaintiff.

27. The alleged retaliation against Plaintiff was condoned, permitted and encouraged by Defendants in a manner which was grossly negligent, reckless, willful, malicious, and deliberately indifferent to the Plaintiff's personal rights to a workplace free from retaliation.

28. Moreover, between October 2022 and June 1, 2024, Defendants misclassified Plaintiff who was required to regularly work hours beyond 8, 10, and 12 hours per day and/or 40 hours per week, and

1 failed to pay the requisite amount of overtime and double time wages as required by Labor Code Sections
2 510 and 1194 and the applicable IWC Wage Order(s). As a result of this “exempt” classification, Plaintiff’s
3 hours worked were not accurately tracked, meal and rest periods were not provided as required by
4 applicable law, and wage statements were inadequate to convey accurate information as required by Labor
5 Code Section 226.

6 29. Specifically, Defendants misclassified Plaintiff as exempt when in fact he was non-exempt.
7 Under the applicable Wage Order of the Industrial Welfare Commission (“IWC”), inside salespersons are
8 exempt from overtime if they earn at least 1.5 times the California minimum wage for each hour they work
9 and at least 50% of their weekly income must come from commissions. Defendants misclassified Plaintiff
10 as an inside salesperson when the inside salesperson exemption did not apply to Plaintiff.

11 30. Throughout his employment, Defendants failed to provide Plaintiff with a mechanism to
12 track his hours worked or meal periods. Plaintiff was not required to clock in or keep his time on a
13 timesheet. Plaintiff regularly worked 10-12 hours per day due to his heavy workload and Defendants’
14 demands and expectations. Despite the foregoing, Plaintiff was not paid overtime for all hours worked in
15 excess of 8 hours a day or 40 hours per week. Moreover, Plaintiff regularly had his meal and rest periods
16 shortened, interrupted, late, and/or missed altogether due to Defendants’ policies and practices.

17 **FACTUAL ALLEGATIONS CONCERNING PAGA CLAIMS**

18 31. Through this action, Plaintiff alleges Defendants have consistently maintained and enforced
19 against Plaintiff and Aggrieved Employees unlawful employment practices and policies which violate the
20 Labor Code and IWC Wage Orders.

21 32. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the PAGA
22 Period, Defendants failed to pay Plaintiff and Aggrieved Employees minimum, regular, overtime, and/or
23 double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Plaintiff
24 and Aggrieved Employees regularly worked more than eight (8), 10, and/or 12 hours per workday and/or
25 over 40 hours per workweek. Defendants’ practices and policies deprived Plaintiff and Aggrieved
26 Employees of minimum, regular, overtime, and/or double time wages for work they performed off the
27 clock. Defendants required Plaintiff and Aggrieved Employees to complete work-related tasks off the
28 clock, such as communicating with Defendants’ representatives and working through meal periods.

Furthermore, Defendants rounded Plaintiff and Aggrieved Employees' hours worked, thereby depriving them of wages for all hours worked at the legally mandated rates. Finally, Defendants failed to accurately calculate the regular rate of pay by, among other things, failing to include a remuneration when calculating the rate of pay for overtime, double time, and meal and rest period premiums. Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees the proper minimum, regular, overtime, and double time wages for all hours worked.

33. **Meal Break Violations:** Plaintiff is informed, believes, and thereon alleges that during the PAGA Period, Defendants failed to authorize and permit and/or make available to Plaintiff and Aggrieved Employees timely off-duty 30-minute meal periods within the appropriate time intervals required by Labor Code Section 512 and Section 11 of the applicable IWC Wage Order(s). Specifically, Plaintiff and Aggrieved Employees frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks. Defendants also failed to authorize and permit and/or make available to Plaintiff and Aggrieved Employees second meal periods when they worked more than 10 hours. Moreover, Defendants rounded Plaintiff and Aggrieved Employees' time punches for meal periods. Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff and Aggrieved Employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period.

34. **Rest Break Violations:** Plaintiff is informed, believes, and thereon alleges that during the PAGA Period, Defendants failed to authorize and permit and/or make available ten-minute rest periods for every four (4) hours or major fraction thereof worked. Defendants failed to implement a compliant rest break policy and/or practice, and failed to provide uninterrupted, off-duty 10-minute rest breaks. Plaintiff and Aggrieved Employees missed their rest breaks or had them interrupted or governed by Defendants' practices and policies. Specifically, Defendants never scheduled rest breaks for Plaintiff and Aggrieved Employees and Plaintiff and Aggrieved Employees were never authorized and permitted to take rest breaks. Defendants also failed to adopt and implement a practice of providing third rest breaks when Plaintiff and

Aggrieved Employees worked over 10 hours. Notwithstanding the above rest break violations, Defendants failed to compensate Plaintiff and Aggrieved Employees with an additional hour of pay at their regular rate of pay for every day in which they suffered a rest period violation.

35. **Unreimbursed Business Expenses:** Plaintiff is informed, believes, and thereon alleges that during the PAGA Period, Defendants failed to reimburse Plaintiff and/or Aggrieved Employees for all reasonable and necessary work expenditures incurred for Defendants' benefit. First, Plaintiff and/or Aggrieved Employees were required to use their personal cell phones or landlines to discuss work-related matters with Defendants' representatives and for other work purposes without any reimbursement. Second, Plaintiff and/or Aggrieved Employees who worked remotely were required to incur costs for home internet service without any reimbursement. Third, Plaintiff and/or Aggrieved Employees who worked remotely were required to incur computer-related expenses, including but not limited to computers, laptops, displays/monitors, webcams, printers, headsets, ear pods, software, etc., without any reimbursement. Fourth, Plaintiff and/or Aggrieved Employees who worked remotely were required to incur home office expenses, such as furniture and office supplies, without any reimbursement. Fifth, Plaintiff and/or Aggrieved Employees who worked remotely were required to incur extra home utility costs, such as electricity, to carry out their job duties without any reimbursement. Sixth, Plaintiff and/or Aggrieved Employees who worked remotely were not provided with fair rental value of their home office space.

36. **Waiting Time Penalties:** Plaintiff is informed, believes, and thereon alleges that during the PAGA Period, Defendants willfully failed to timely pay all wages due to Plaintiff and Aggrieved Employees upon separation of employment in violation of the Labor Code and IWC Wage Orders. Plaintiff and Aggrieved Employees were not paid all wages (including minimum, regular, overtime, and double time wages), meal period premiums, and/or rest period premiums within the required time period in violation of the Labor Code and applicable IWC Wage Orders.

37. **Wage Statement Violations:** Plaintiff is informed, believes, and thereon alleges that during the PAGA Period, Defendants failed to furnish Plaintiff and Aggrieved Employees with accurate and complete wage statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Aggrieved Employees received wage statements which did not accurately reflect the gross and net wages earned, total hours worked, all applicable rates of pay and the corresponding number of hours worked at each pay rate,

1 and correct entity name and address on wage statements issued to Plaintiff and Aggrieved Employees,
2 among other things in violation of the Labor Code and IWC Wage Orders.

3 **FIRST CAUSE OF ACTION**

4 **(Retaliation)**

5 **(Violations of Labor Code §§ 98.6, 232.5, 1102.5, and 6310)**

6 **(Against All Defendants)**

7 38. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
8 in this paragraph.

9 39. At all times relevant, the Labor Code was in full force and effect and was binding on
10 Defendants.

11 40. Labor Code Section 98.6 protects an employee complaining orally or in writing about
12 unpaid wages, or for exercising (on behalf of oneself or other employees) any of the rights provided under
13 the Labor Code or Orders of the Industrial Welfare Commission. In addition to other remedies that might
14 be available, a civil penalty of up to \$10,000 may be awarded to an employee for each violation.

15 41. Labor Code Section 232.5 prohibits an employer from discharging or retaliating against an
16 employee who discusses or discloses information about the employer's working conditions.

17 42. Under Labor Code Section 246.5, an employer cannot deny employees the right to use
18 accrued sick days and is prohibited from otherwise retaliating against an employee who uses sick leave,
19 attempts to use accrued sick leave, files a complaint regarding sick leave, alleges a violation of paid sick
20 leave rights, cooperates in an investigation or prosecution regarding sick leave, or opposes a policy or
21 practice that violates California sick leave law. In addition to other available remedies, additional amounts
22 may be awarded under Labor Code Sections 248.5(b)(2) and (b)(3).

23 43. Labor Code Section 1102.5 protects against retaliation for disclosing information, or
24 because an employer believes an employee has disclosed information or may disclose information, to a
25 government or law enforcement agency, to a person with authority over the employee, or to another
26 employee who has the authority to investigate, discover, or correct a violation, where an employee
27 reasonably believes that the information discloses a violation of a state or federal statute, or a violation of
28 or noncompliance with a local, state, or federal rule or regulation. In addition to other remedies that might

1 be available, a civil penalty of up to \$10,000 may be awarded to an employee for each violation.

2 44. Labor Code Sections 98.6, 232.5, 246.5, and 1102.5 were intended to prevent the type of
3 injury and damage alleged in this Complaint. Labor Code Sections 98.6, 232.5, 246.5, and 1102.5 require
4 Defendants to refrain from retaliating or discriminating against Plaintiff for engaging in protected activities.

5 45. Plaintiff was, at all times relevant, a member of the class of persons intended to be protected
6 by Labor Code Sections 98.6, 232.5, 246.5, and 1102.5.

7 46. As alleged above, Plaintiff engaged in conduct protected by Labor Code Sections 98.6,
8 232.5, 246.5, and 1102.5.

9 47. As alleged above, Defendants took retaliatory adverse employment actions against Plaintiff,
10 including terminating her employment.

11 48. As alleged above, because Defendants engaged in retaliatory adverse employment actions
12 against Plaintiff within ninety (90) days of her protected activities, there shall be a rebuttable presumption
13 in favor of Plaintiff's retaliation claims under Labor Code Sections 98.6 and 1102.5. *See* Senate Bill No.
14 497 (2023) [Equal Pay and Anti-Retaliation Protection Act].

15 49. Plaintiff's protected conduct was a motivating reason for Defendants' alleged retaliatory
16 adverse employment actions.

17 50. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff
18 has been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings
19 and future earning capacity, and other pecuniary loss not presently ascertained.

20 51. As a further direct and legal result of the acts and conduct of Defendants, and each of them,
21 Plaintiff has been caused to and did suffer and continues to suffer severe emotional and mental distress,
22 anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact nature,
23 duration, and extent of said injuries is presently unknown to Plaintiff, but Plaintiff is informed and believes
24 and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

25 52. Defendants and their managers, officers, and/or directors committed the acts alleged herein
26 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with
27 an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's
28 rights. Moreover, Defendants and their managers, officers, and/or directors authorized or ratified the

wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages in an amount according to proof at trial.

53. Plaintiff is entitled to recover costs, including reasonable attorneys' fees and expert witness fees, according to proof at trial.

SECOND CAUSE OF ACTION

(CFRA Leave Retaliation)

(Violation of Government Code § 12900, *et seq.*)

(Against All Defendants)

54. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

55. At all times relevant, the FEHA was in full force and effect and was binding on Defendants.

56. On September 24, 2024, Plaintiff obtained a right to sue letter from the Civil Rights Department and is thus authorized to file this lawsuit.

57. Defendants' conduct, as alleged, violated FEHA by: (a) interfering with, restraining, or denying the exercise of, or the attempt to exercise, Plaintiff taking protected CFRA leave and/or other protected characteristics, in violation of Government Code Section 12940(t); (b) taking adverse employment actions against the Plaintiff, such as discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or otherwise discriminating against Plaintiff, in whole or in part on the basis of Plaintiff's taking protected CFRA leave, in violation of Government Code Sections 12940(a), 12940(h), and 12945.2(1); (c) retaliating against Plaintiff for seeking to exercise rights guaranteed under FEHA and/or opposing Defendants' failure to provide such rights, in whole or in part on the basis of Plaintiff's taking protected CFRA leave, in violation of Government Code Sections 12940(a), 12940(h), and 12945.2(1); and (d) failing to provide Plaintiff with requisite statutory leave, violating notice and/or other procedural requisites of leave, and/or retaliating against Plaintiff for taking leave, in violation of Government Code Section 12945.2.

58. Plaintiff's CFRA leave was a motivating factor in Plaintiff's termination from Defendants' employ, as well as their other adverse actions against Plaintiff.

59. As a result of the foregoing acts and omissions of Defendants, and each of them, Plaintiff

1 has been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings
2 and future earning capacity, and other pecuniary loss not presently ascertained.

3 60. As a further direct and legal result of the acts and conduct of Defendants, and each of them,
4 Plaintiff has been caused to and did suffer and continues to suffer severe emotional and mental distress,
5 anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact nature,
6 duration, and extent of said injuries is presently unknown to Plaintiff, but he is informed and believes and
7 thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

8 61. Defendants and their managers, officers, and/or directors committed the acts alleged herein
9 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with
10 an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's
11 rights. Moreover, Defendants and their managers, officers, and/or directors authorized or ratified the
12 wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such,
13 Plaintiff is entitled to recover punitive damages in an amount according to proof at trial.

14 62. Pursuant to Government Code Section 12965(b), Plaintiff is entitled to recover costs,
15 including reasonable attorneys' fees and expert witness fees, according to proof at trial.

16 **THIRD CAUSE OF ACTION**

17 **(Wrongful Termination in Violation of Public Policy)**

18 **(Against All Defendants)**

19 63. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
20 in this paragraph.

21 64. There are strong and well defined public policies against retaliation in California. *See, e.g.,*
22 Labor Code §§ 98.6, 232.5, 1102.5, and 6310.

23 65. Defendants terminated Plaintiff's employment in violation of these public policies.

24 66. Plaintiff was harmed as a result of Defendants' conduct.

25 67. Defendants and their managers, officers, and/or directors committed the acts alleged herein
26 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with
27 an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's
28 rights. Moreover, Defendants and their managers, officers, and/or directors authorized or ratified the

wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages in an amount according to proof at trial.

FOURTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress)

(Against All Defendants)

68. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

69. California law prohibits persons from intentionally or recklessly causing another emotional distress.

70. Defendants intentionally or recklessly caused Plaintiff severe emotional distress.

71. Defendants' conduct was outrageous.

72. Plaintiff suffered harm as a result of Defendants' conduct.

73. Defendants and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, Defendants and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages in an amount according to proof at trial.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages)

(Against All Defendants)

74. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth in this paragraph.

75. At all relevant times, Defendants had a duty to comply with Labor Code Sections 204, 206, 210, 221, 223, 224, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC Wage Orders and California Code of Regulations.

76. Labor Code Section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in

1 advance by the employer as the regular paydays. All wages in earned in excess of the normal work period
2 must be paid no later than the payday for the next regular payroll period.

3 77. Labor Code Section 206 provides that in case of a dispute over wages, the employer shall
4 pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the
5 employee all remedies he/she is otherwise entitled to as to any balance claimed.

6 78. Labor Code Section 210 provides:

7 every person who fails to pay the wages of each employee as provided in
8 Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5,
9 shall be subject to a penalty as follows: (1) For any initial violation, one
10 hundred dollars (\$100) for each failure to pay each employee. (2) For each
11 subsequent violation, or any willful or intentional violation, two hundred
12 dollars (\$200) for each failure to pay each employee, plus 25 percent of the
amount unlawfully withheld. (b) The penalty shall either be recovered by
the employee as a statutory penalty pursuant to Section 98 or by the Labor
Commissioner as a civil penalty through the issuance of a citation or
pursuant to Section 98.3.

13 79. Labor Code Section 221 provides “[i]t shall be unlawful for any employer to collect or
14 receive from an employee any part of wages theretofore paid by said employer to said employee.”

15 80. Labor Code Section 223 provides “[w]here any statute or contract requires an employer to
16 maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to
17 pay the wage designated by statute or by contract.”

18 81. Labor Code Section 224 prohibits any deduction from an employee’s wages which is not
19 either authorized by the employee in writing or permitted by law.

20 82. At all times relevant, Labor Code Section 510, and applicable sections of the California
21 Code of Regulations and the IWC Wage Orders applied to Plaintiff’s work with Defendants. Labor Code
22 section 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders state
23 that any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be
24 paid at one and one-half times the employee's regular rate of pay. Any work performed in excess of 12
25 hours in a workday must be compensated at the rate of no less than twice the regular rate of pay for an
26 employee.

27 83. Labor Code Section 558 provides “[a]ny employer or other person acting on behalf of an
28 employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours

1 and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
2 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
3 for which the employee was underpaid in addition to an amount to recover underpaid wages. (2) For each
4 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for
5 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3)
6 Wages recovered pursuant to this section shall be paid to the affected employee.”

7 84. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to all
8 employees in California for all hours worked. Local minimum wage ordinances may provide for higher
9 minimum wage rates that must be paid to employees for all hours worked in those locales where each local
10 ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than the state or local
11 minimum wage, whichever is higher, for any hour of work.

12 85. Labor Code Section 1194 provides that any employee receiving less than the legal minimum
13 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action
14 the unpaid balance of the full amount of the minimum wage or overtime compensation, including interest
15 thereon, reasonable attorneys’ fees, and costs of suit.

16 86. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount
17 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

18 87. Labor Code Section 1197 provides that the minimum wage for employees fixed by the
19 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
20 minimum so fixed is unlawful.

21 88. Labor Code Section 1198 prohibits employers from employing for longer hours or less
22 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by the
23 Labor Commissioner.

24 89. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Plaintiff
25 regularly worked more than eight (8) hours, 10, and/or 12 hours per workday, more than 40 hours per
26 workweek, and/or more than eight (8) hours on the seventh consecutive day of work.

27 90. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Defendants
28 failed to pay Plaintiff all wages for hours worked (including minimum, regular, overtime, and double time

1 wages, and reporting time pay), failed to pay overtime, and double time at the proper rates of pay, auto-
2 deducted and rounded meal periods, unlawfully deducted wages, and required off-the-clock work without
3 compensation, among other things.

4 91. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained
5 and continues to sustain damages, including loss of earnings including minimum, regular, overtime, and
6 double time compensation due, in an amount to be established at trial, plus prejudgment interest, attorneys'
7 fees, and costs pursuant to statute.

8 92. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct
9 described herein, have committed an "intentional theft of wages in an amount greater than nine hundred
10 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
11 aggregate from two or more employees...in any consecutive 12-month period" within the meaning of
12 California Penal Code Section 487m. Specifically, Defendants have intentionally deprived Plaintiff of
13 wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section 350 of the Labor
14 Code, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities,
15 benefits, or other compensation is due to Plaintiff under the law. Plaintiff is thus entitled to recover from
16 Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal
17 Code Section 496(c).

18 **SIXTH CAUSE OF ACTION**

19 **(Meal Period Violations)**

20 **(Against All Defendants)**

21 93. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
22 in this paragraph.

23 94. Labor Code Section 512(a) prohibits employers from employing any person for a work
24 period of more than five (5) hours without a meal period of not less than thirty (30) uninterrupted minutes.
25 Further, employers may not employ an employee for a work period of more than ten (10) hours per day
26 without providing the employee with a second meal period of not less than thirty (30) minutes.

27 95. At all relevant times, Plaintiff regularly worked more than five (5) hours and/or 10 hours
28 per workday without being provided an uninterrupted, off-duty 30-minute meal period since Plaintiff's

1 meal periods were late, interrupted, short, and/or on-duty.

2 96. Defendants failed to pay Plaintiff meal period premiums for noncompliant meal periods
3 pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage Order.

4 97. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow Plaintiff to
5 take meal breaks pursuant to Labor Code Section 512(a). As a result, Defendants are liable to Plaintiff for
6 premium compensation of one hour of pay at the employee's regular rate for each workday that the meal
7 period was not provided pursuant to Labor Code Section 226.7, according to proof at trial.

8 98. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct
9 described herein, have committed an "intentional theft of wages in an amount greater than nine hundred
10 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
11 aggregate from two or more employees...in any consecutive 12-month period" within the meaning of
12 California Penal Code Section 487m. Specifically, Defendants have intentionally deprived Plaintiff of
13 wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section 350 of the Labor
14 Code, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities,
15 benefits, or other compensation is due to Plaintiff under the law. Plaintiff is informed, believes, and thereon
16 alleges that meal period premiums are wages, gratuities, benefits, or other compensation within the
17 meaning of California Penal Code Section 487m. Plaintiff is thus entitled to recover from Defendants treble
18 damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code Section 496(c).

19 **SEVENTH CAUSE OF ACTION**

20 **(Rest Period Violations)**

21 **(Against All Defendants)**

22 99. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
23 in this paragraph.

24 100. California law and applicable Wage Orders require employers to authorize and permit all
25 employees to take uninterrupted rest periods. The rest period time shall be based on the total hours worked
26 daily at the rate of 10 minutes net rest time per four hours or major fraction thereof.

27 101. During the relevant time period, Defendants failed to provide compliant rest breaks to
28 Plaintiff. Specifically, Plaintiff had her rest breaks on-duty, interrupted, missed, or shortened.

1 Consequently, Plaintiff did not receive a 10-minute rest period for every four (4) hours worked or major
2 fraction thereof.

3 102. During the relevant time period, Defendants failed to pay Plaintiff rest period premiums for
4 noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage Order.

5 103. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow Plaintiff to
6 take rest periods pursuant to California law. As a result, Defendants are liable to Plaintiff for premium
7 compensation of one hour of pay at the employee's regular rate for each workday that the rest period was
8 not provided pursuant to Labor Code Section 226.7, in an amount to be established at trial.

9 104. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct
10 described herein, have committed an "intentional theft of wages in an amount greater than nine hundred
11 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
12 aggregate from two or more employees...in any consecutive 12-month period" within the meaning of
13 California Penal Code Section 487m. Specifically, Defendants have intentionally deprived Plaintiff of
14 wages, as defined in Section 200 of the Labor Code, gratuities, as defined in Section 350 of the Labor
15 Code, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities,
16 benefits, or other compensation is due to Plaintiff under the law. Plaintiff is informed, believes, and thereon
17 alleges that rest period premiums are wages, gratuities, benefits, or other compensation within the meaning
18 of California Penal Code Section 487m. Plaintiff is thus entitled to recover from Defendants treble damages
19 and costs, including reasonable attorneys' fees, pursuant to California Penal Code Section 496(c).

20 **EIGHTH CAUSE OF ACTION**

21 **(Wage Statement Violations)**

22 **(Against All Defendants)**

23 105. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
24 in this paragraph.

25 106. Labor Code Section 226(a) requires employers, at the time of each payment of wages, to
26 furnish each employee with an accurate statement itemizing, among other things: (1) gross wages earned;
27 (2) the total hours worked by the employee; (3) all deductions; (4) net wages earned; (5) the inclusive dates
28 of the period for which the employee is paid; (6) the name of the employee and his or her social security

1 number (last four digits); (7) the name and address of the legal entity that is the employer; and (8) all
2 applicable hourly rates in effect during the pay period and the corresponding number of hours worked at
3 each hourly rate by the employee. Labor Code Section 1174 further requires that such payroll records be
4 kept in a central location.

5 107. Labor Code Section 226(e) further provides that if an employer knowingly and intentionally
6 fails to provide a statement itemizing, among other things, the total hours worked by the employee, then
7 the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial
8 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
9 (\$4,000).

10 108. As alleged above, Defendants failed to pay all wages, reimbursements, and premiums. Thus,
11 Defendants have knowingly and intentionally failed to comply with the Labor Code on each and every
12 wage statement that should have been provided to Plaintiff by failing to provide itemized wage statements
13 to Plaintiff that accurately reported, among other things, the gross and net wages earned, the total hours
14 worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours
15 worked at each hourly rate.

16 109. By failing to keep accurate records and provide such records to Plaintiff as required by
17 Labor Code Sections 226(a) and 1174, Defendants have injured Plaintiff and made it difficult to calculate
18 the unpaid wages earned and due to Plaintiff. Moreover, Defendants' failure to comply with Labor Code
19 Section 1174 is unlawful under Labor Code Section 1175.

20 110. Because of Defendants' willful failure to provide Plaintiff with accurate records as required
21 by Labor Code § 226(a), Plaintiff is entitled to damages under Labor Code Section 226(e) according to
22 proof at trial.

23 **NINTH CAUSE OF ACTION**

24 **(Waiting Time Penalties)**

25 **(By Plaintiff Against All Defendants)**

26 111. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
27 in this paragraph.

28 112. Labor Code Section 201 requires that if an employer discharges an employee, the wages

1 earned and unpaid at the time of discharge are due and payable immediately. Labor Code Section 203
2 provides that if an employer willfully fails to pay compensation promptly upon discharge as required under
3 Labor Code Section 201, the employer is liable to the employee for penalties.

4 113. At the time of Plaintiff's termination of employment, Plaintiff had unpaid wages,
5 reimbursements, and premium pay for missed meal and rest periods outstanding.

6 114. Defendants have willfully, unfairly, fraudulently, or unlawfully failed to pay Plaintiff's
7 compensation owed upon termination of employment under Labor Code Section 201. Plaintiff's
8 employment with Defendants terminated but Defendants failed to pay Plaintiff's any of the unpaid wages,
9 reimbursements, and premiums due and owing to Plaintiff's at the time of Plaintiff's termination of
10 employment. As a result, Defendants are liable to Plaintiff for waiting time penalties under Labor Code §
11 203 according to proof at trial.

12 **TENTH CAUSE OF ACTION**

13 **(Unfair Business Practices)**

14 **(Against All Defendants)**

15 115. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
16 in this paragraph.

17 116. As alleged above, Defendants' conduct constitutes an unfair or unlawful business practice
18 as defined in California's Unfair Competition Law, California Business & Professions Code Sections
19 17200-17209 *et seq.* The unlawful conduct includes failure to timely pay all wages (including meal and
20 rest break premiums) and associated violations of the California Labor Code.

21 117. As a result, Plaintiff is entitled to restitution of unpaid wages, unpaid meal and rest break
22 premiums, and unreimbursed business expenses, attorneys' fees and costs, and other relief.

23 **ELEVENTH CAUSE OF ACTION**

24 **(Violations of the Private Attorneys General Act of 2004)**

25 **(Against All Defendants)**

26 118. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth
27 in this paragraph.

28 119. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under PAGA

1 only after giving the LWDA and the employer notice of the Labor Code Sections alleged to have been
2 violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have
3 passed without notice from the LWDA.

4 120. On May 21, 2024, Plaintiff gave written notice of the specified provisions alleged to have
5 been violated, including the facts and theories to support the alleged violations, as required by Labor Code
6 Section 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by
7 electronically filing the notice via the Department of Industrial Relations' website. More than 65 days have
8 passed since Plaintiff submitted the notice to the LWDA without notice from the LWDA. Accordingly,
9 Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3 as to Defendants and
10 is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees
11 under PAGA.

12 121. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for a
13 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions,
14 boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil
15 action brought by an aggrieved employee on behalf of himself and other current or former employees
16 pursuant to the procedures specified in Labor Code Section 2699.3.

17 122. For all provisions of the Labor Code except those for which a civil penalty is specifically
18 provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00)
19 for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for
20 each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these
21 provisions of the Labor Code.

22 123. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties for
23 any alleged violation of the following provisions: subdivision (k) of section 96, sections 98.6, 201, 201.3,
24 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and
25 212, subdivision (d) of section 213, sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive,
26 (7), and (9) of subdivision (a) of section 226, sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4,
27 230.7, 230.8, and 231, subdivision (c) of section 232, subdivision (c) of section 232.5, sections 233, 234,
28 351, 353, and 403, subdivision (b) of section 404, sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512,

513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of section 1174, sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of section 1198.3, sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of section 1695.5, sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of section 2673.1, sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of section 2929, and sections 3073.6, 6310, 6311, and 6399.7.

124. Defendants' conduct violates numerous Labor Code Sections, including, but not limited to, the following:

(a) Violation of Labor Code Sections 201-204, 206, 210, 221, 223, 224, 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, overtime, and double time wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment;

(b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed meal periods;

(c) Violation of Labor Code Section 226.7 for failure to permit rest breaks to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

(d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and/or other Aggrieved Employees;

(e) Violation of Labor Code Sections 233 and 234 for failure to permit Plaintiff and/or Aggrieved Employees to use in any calendar year the employee's accrued and available sick leave entitlement;

(f) Violation of Labor Code Sections 221, 223, and 224 for secretly paying Plaintiff and/or Aggrieved Employees less than the statutory or contractual rate;

(g) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiff and other Aggrieved Employees;

1 (h) Violation of Labor Code Sections 2800, 2802, and 2804 for failure to reimburse
2 business expenses to Plaintiff and/or other Aggrieved Employees;

3 (i) Violation of Labor Code Section 1199 for the foregoing Labor Code violations.

4 125. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
5 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
6 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
7 violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction
8 statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided
9 for in this section are in addition to any other penalty provided by law.”

10 126. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf of an
11 employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours
12 and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
13 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
14 for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100)
15 for each underpaid employee for each pay period for which the employee was underpaid.”

16 127. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to maintain
17 accurate and complete payroll records showing the hours worked daily by and the wages paid to employees.

18 128. Labor Code Section 1197.1 also provides “[a]ny employer or other person acting either
19 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any
20 employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the
21 commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is intentionally
22 committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
23 employee is underpaid . . . (2) For each subsequent violation for the same specific offense, two hundred
24 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid
25 regardless of whether the initial violation is intentionally committed.

26 129. As set forth above, Defendants have violated numerous provisions of the Labor Code
27 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks the
28 civil penalties set forth in Labor Code Sections 226.3, 226.8, 558, 1174.5, and 1197.1 individually, on

1 behalf of all aggrieved employees, and the State of California.

2 130. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover
3 civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

4 131. Plaintiff is also entitled to attorneys' fees and costs.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as
7 follows:

- 8 1. For general damages, according to proof at trial;
- 9 2. For compensatory damages, according to proof at trial;
- 10 3. For loss of earnings and other economic or pecuniary damages, according to proof at trial;
- 11 4. For prejudgment interest on all sums recovered pursuant to other compensatory damages
12 at the legal rate from the date of injury or pursuant to Code of Civil Procedure Sections 3287 and
13 3289, and Labor Code Section 218.6;
- 14 5. For exemplary and punitive damages in an amount sufficient to deter Defendants,
15 according to proof at trial;
- 16 6. For treble damages pursuant to Penal Code Section 496(c), according to proof at trial;
- 17 7. For waiting time penalties under Labor Code Section 203;
- 18 8. For liquidated damages under Labor Code Section 1194.2;
- 19 9. For statutory penalties to the extent permitted by law, including those under the Labor
20 Code and IWC Wage Orders;
- 21 10. For attorneys' fees under Labor Code Sections 218.6, 226, 1194, and 2802, Code of Civil
22 Procedure Section 1021.5, Penal Code Section 496(c), and any other applicable provisions of law;
- 23 11. For costs of suit incurred; and
- 24 12. For such other and further relief as the Court may deem just and proper.

25 WHEREFORE, Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of
26 California, prays for judgment against Defendants, jointly and severally, as follows:

- 27 1. For civil penalties against Defendants pursuant to, *inter alia*, Labor Code Sections 210,
28 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

1 2. For reasonable attorneys’ fees and costs of suit to the extent permitted by law, including
2 pursuant to Labor Code Sections 2699(g), 2802(c) and Code of Civil Procedure Section 1021.5; and

3 3. For such other relief as the Court deems just and proper.
4

5 Dated: September 24, 2024

MANAHAN O’DELL LLP

6
7 By: Shaheen A. Etemadi
8 Shaheen A. Etemadi
9 Attorneys for Plaintiff
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Dated: September 24, 2024

MANAHAN O'DELL LLP

By: Shaheen A. Etemadi
Shaheen A. Etemadi
Attorneys for Plaintiff