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Clerk of the Superior Court
By C. Miranda ,Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO

10 CHERISH ILER, individually and on behalf of all)
other aggrieved employees,)
11 Plaintiff,)

12 v.)
13)

14 DRIFTWOOD HOSPITALITY)
MANAGEMENT II, LLC; and DOES 1-10,)
15 inclusive,)
16 Defendants.)
17)
18)
19)

Case No. 24CU005474C

COMPLAINT FOR:
1. Retaliation in Violation of Labor Code §§
98.6, 232.5, 1102.5, and 6310;
2. Wrongful Termination of Employment in
Violation of Public Policy;
3. Intentional Infliction of Emotional Distress;
4. Failure to Pay All Wages;
5. Meal Period Violations;
6. Rest Period Violations;
7. Failure to Reimburse Business Expenses;
8. Wage Statement Violations;
9. Waiting Time Penalties;
10. Unfair Competition; and
11. Violations of the Private Attorneys General
Act of 2004

20 DEMAND FOR JURY TRIAL
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1 Plaintiff CHERISH ILER (“Plaintiff”), individually and on behalf of all other aggrieved employees
2 and the State of California, brings this Complaint against Defendants DRIFTWOOD HOSPITALITY
3 MANAGEMENT II, LLC, and DOES 1-10, inclusive (collectively, “Defendants”), and hereby alleges
4 with knowledge with respect to her 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 and overtime wages, reporting time pay, sick pay, and vacation pay),
11 meal and rest period premiums, liquidated and statutory damages, treble damages, restitution, interest as
12 allowed by law, costs, attorneys’ fees, and other sums that Defendants owe to Plaintiff under the Labor
13 Code, Industrial Welfare Commission (“IWC”) Wage Orders, California Business and Professions Code
14 (“Business and Professions Code”), and California Penal Code (“Penal Code”).

15 2. Plaintiff also brings a representative action on behalf of all other aggrieved employees who
16 are and were employed by Defendants as non-exempt employees throughout California during the PAGA
17 Period under the Private Attorneys General Act of 2004, Labor Code Sections 2698 *et seq.* (“PAGA”),
18 against Defendants for alleged violations of Labor Code Sections 98.6, 201, 202, 203, 204, 206, 210, 221,
19 223, 224, 226, 226.3, 226.7, 227.3, 232.5(c), 233, 234, 246, 353, 510, 511, 512, 558, 558.1, 1102.5, 1174,
20 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, 6400, 6401, 6401.7, 6402, and 6403.
21 The term PAGA Period is defined as one (1) year prior to Plaintiff’s notice of Labor Code violations to the
22 Labor and Workforce Development Agency (“LWDA”) and Defendants until judgment.

23 **JURISDICTION AND VENUE**

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

28 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 DRIFTWOOD HOSPITALITY MANAGEMENT II, LLC (“Driftwood Hospitality”) is a Delaware limited liability company doing business in California, including San Diego County. Driftwood Hospitality is, and at all relevant times was, an employer subject to the Labor Code.

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 their agents.

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

FACTUAL ALLEGATIONS

11. Defendants operate a hospitality management company.

12. In or around September 2022, Plaintiff began working at the Holiday Inn located at 1010 N. China Lake Blvd., Ridgecrest, California 93555 (the “Hotel”). Shortly thereafter, Defendants took over the Hotel’s management and operations. Defendants employed Plaintiff as a housekeeping supervisor at the Hotel.

13. At all relevant times, Plaintiff performed her job duties well.

14. From the outset of Plaintiff’s employment with Defendants, sewage vapors existed at the Hotel. Over time, the Hotel’s sewage vapor problem worsened. It smelled like “rotten egg” and “death.” Guests and the mail-woman complained about the smell. Month after month, Defendants did little to nothing to address the sewage vapor problem. As a result of Defendants’ inaction, employees, including Plaintiff, were suffering every day. An employee who worked in the laundry room felt so sick from the sewage vapors one day that she left work early. Other employees, including Plaintiff, worked through the dizziness, nausea, and pain and suffering because they needed their paychecks.

15. Throughout her employment with Defendants, including in the weeks leading up to her termination, Plaintiff made numerous protected complaints to Defendants about the long-standing sewage

1 vapor problem at the Hotel, including informing Defendants she was going to reach out to Cal/OSHA if
2 Defendants failed to cure the problem. Plaintiff also made numerous protected complaints concerning
3 unpaid wages, *i.e.*, that Defendants were constantly interrupting her meal and rest breaks. Defendants took
4 adverse employment actions against Plaintiff within 90 days of these protected complaints, including
5 terminating her employment.

6 16. The alleged retaliation has caused significant emotional distress to Plaintiff.

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

10 **FACTUAL ALLEGATIONS CONCERNING PAGA CLAIMS**

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

14 19. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the PAGA
15 Period, Defendants failed to pay Plaintiff and Aggrieved Employees minimum, regular, overtime, and/or
16 double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Plaintiff
17 and Aggrieved Employees regularly worked more than eight (8), 10, and/or 12 hours per workday and/or
18 over 40 hours per workweek. Defendants' practices and policies deprived Plaintiff and Aggrieved
19 Employees of minimum, regular, overtime, and/or double time wages for work they performed off the
20 clock. Defendants required Plaintiff and Aggrieved Employees to complete work-related tasks off the
21 clock, such as communicating with Defendants' representatives and working through meal periods.
22 Furthermore, Defendants rounded Plaintiff and Aggrieved Employees' hours worked, thereby depriving
23 them of wages for all hours worked at the legally mandated rates. Finally, Defendants failed to accurately
24 calculate the regular rate of pay by, among other things, failing to include a remuneration when calculating
25 the rate of pay for overtime, double time, meal and rest period premiums, vacation pay, and sick pay.
26 Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees the proper minimum, regular,
27 overtime, and double time wages for all hours worked, sick pay, and vacation pay.

28 20. **Meal Break Violations:** Plaintiff is informed, believes, and thereon alleges that during the

1 PAGA Period, Defendants failed to authorize and permit and/or make available to Plaintiff and Aggrieved
2 Employees timely off-duty 30-minute meal periods within the appropriate time intervals required by Labor
3 Code Section 512 and Section 11 of the applicable IWC Wage Order(s). Specifically, Plaintiff and
4 Aggrieved Employees frequently had their meal periods shortened, interrupted, late, and/or missed
5 altogether due to Defendants' practice of understaffing and prioritizing work demands over taking
6 compliant breaks. For example, Defendants required Plaintiff and Aggrieved Employees to carry
7 communication devices during their purported meal breaks. Defendants also failed to authorize and permit
8 and/or make available to Plaintiff and Aggrieved Employees second meal periods when they worked more
9 than 10 hours. Moreover, Defendants rounded Plaintiff and Aggrieved Employees' time punches for meal
10 periods. Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and
11 Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they
12 worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff and
13 Aggrieved Employees with an additional hour of pay at their regular rate of pay for every day in which
14 they were denied a compliant meal period.

15 21. **Rest Break Violations:** Plaintiff is informed, believes, and thereon alleges that during the
16 PAGA Period, Defendants failed to authorize and permit and/or make available ten-minute rest periods for
17 every four (4) hours or major fraction thereof worked. Defendants failed to implement a compliant rest
18 break policy and/or practice, and failed to provide uninterrupted, off-duty 10-minute rest breaks. Plaintiff
19 and Aggrieved Employees missed their rest breaks or had them interrupted or governed by Employer's
20 practices and policies. Specifically, Defendants never scheduled rest breaks for Plaintiff and Aggrieved
21 Employees and Plaintiff and Aggrieved Employees were never authorized and permitted to take rest breaks.
22 In addition, Defendants required Plaintiff and Aggrieved Employees to carry communication devices
23 during their purported rest breaks. Defendants also failed to adopt and implement a practice of providing
24 third rest breaks when Plaintiff and Aggrieved Employees worked over 10 hours. Notwithstanding the
25 above rest break violations, Defendants failed to compensate Plaintiff and Aggrieved Employees with an
26 additional hour of pay at their regular rate of pay for every day in which they suffered a rest period violation.

27 22. **Unreimbursed Business Expenses:** Plaintiff is informed, believes, and thereon alleges that
28 during the PAGA Period, Defendants failed to reimburse Plaintiff and Aggrieved Employees for necessary

business expenses incurred in the performance of their duties in violation of the Labor Code and IWC Wage Orders. During the PAGA Period, Defendants failed to reimburse Plaintiff and Aggrieved Employees for all business expenses incurred for Defendants' benefit. First, Plaintiff and Aggrieved Employees were required to use their personal cell phones to discuss work-related matters with Defendants' representatives and for other work purposes without reimbursement. Specifically, Defendants failed to reimburse Plaintiff for the use of her personal cell phone for work purposes even though they promised Plaintiff that she was going to be reimbursed \$40/month for such expenses. Second, Plaintiff and Aggrieved Employees were required to purchase equipment/tools, including paper towels, to carry out their job duties without reimbursement. Third, Aggrieved Employees who worked remotely were required to incur costs for home internet service without any reimbursement. Fourth, 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. Fifth, Aggrieved Employees who worked remotely were required to incur home office expenses, such as furniture and office supplies, without any reimbursement. Sixth, 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. Seventh, Aggrieved Employees who worked remotely were not provided with fair rental value of their home office space. Accordingly, Employer violated Labor Code Sections 2800, 2802, and 2804.

23. **Sick Pay Violations:** Plaintiff is informed, believes, and thereon alleges that during the PAGA Period, Defendants failed to calculate and pay sick pay at the regular rate of pay for the workweek in which Plaintiff and Aggrieved Employees used paid sick time, or by dividing the Plaintiff and Aggrieved Employees' total wages, not including overtime premium pay, by the Plaintiff and Aggrieved Employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy Families Act of 2014. In addition, during the PAGA Period, Defendants failed to permit Plaintiff and Aggrieved Employees to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

1 24. **Violations of Gratuities Laws:** Plaintiff is informed, believes, and thereon alleges that
2 during the PAGA Period, Defendants failed to keep accurate records of all gratuities.

3 25. **Failure to Pay Accrued Vacation Wages:** Plaintiff is informed, believes, and thereon
4 alleges that during the PAGA Period, Defendants failed to provide to Plaintiff and Aggrieved Employees
5 accrual of vacation wages and failed to pay to Plaintiff and Aggrieved Employees vested vacation wages.

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

12 27. **Wage Statement Violations:** Plaintiff is informed, believes, and thereon alleges that during
13 the PAGA Period, Defendants failed to furnish Plaintiff and Aggrieved Employees with accurate and
14 complete wage statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Aggrieved
15 Employees received wage statements which did not accurately reflect the gross and net wages earned, total
16 hours worked, all applicable rates of pay and the corresponding number of hours worked at each pay rate,
17 and correct entity name and address on wage statements issued to Plaintiff and Aggrieved Employees,
18 among other things in violation of the Labor Code and IWC Wage Orders.

19 28. **Retaliation for Engaging in Protected Activity:** Plaintiff is informed, believes, and
20 thereon alleges that during the PAGA Period, Plaintiff engaged in quintessential protected activity by
21 making complaints to Defendants regarding workplace conditions she reasonably believed to be unlawful,
22 including Defendants failing to (a) provide her with compliant meal and rest breaks and (2) remedy the
23 long-standing sewage vapor problem at the Hotel. As a result of Plaintiff's protected activity, Defendants,
24 through its management and supervisors, discriminated, retaliated, and/or took numerous adverse actions
25 against Plaintiff.

26 29. **Cal/OSHA Violations:** Plaintiff is informed, believes, and thereon alleges that during the
27 PAGA Period, Defendants failed to: (a) furnish employment and a place of employment that was safe and
28 healthful for Plaintiff and Aggrieved Employees; (b) adopt and use practices, means, methods, operations,

1 and processes which are reasonably adequate to render Plaintiff and Aggrieved Employees' employment
2 and place of employment safe and healthful; (c) do every thing reasonably necessary to protect the life,
3 safety, and health of Plaintiff and Aggrieved Employees; (d) establish, implement, and maintain an
4 effective injury prevention program; and (e) adopt and use methods and processes reasonably adequate to
5 render Plaintiff and Aggrieved Employees' employment and place of employment safe and failure to do
6 every other thing reasonably necessary to protect the life, safety, and health of Plaintiff and Aggrieved
7 Employees. By failing to do each of the foregoing, Defendants required or permitted Plaintiff and
8 Aggrieved Employees to be in an employment or place of employment which was not safe and healthful.
9 Specifically, Defendants has failed to remedy the long-standing sewage vapor problem at the Hotel. In
10 addition, Defendants' failure to establish, implement, and maintain an effective injury prevention program
11 resulted in Plaintiff suffering symptoms, such as dizziness, from being exposed to sewage vapors during
12 work hours.

13 **FIRST CAUSE OF ACTION**

14 **(Retaliation)**

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

16 **(Against All Defendants)**

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

19 31. At all times relevant, the Labor Code was in full force and effect and was binding on
20 Defendants.

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

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

27 34. Labor Code Section 1102.5 protects against retaliation for disclosing information, or
28 because an employer believes an employee has disclosed information or may disclose information, to a

1 government or law enforcement agency, to a person with authority over the employee, or to another
2 employee who has the authority to investigate, discover, or correct a violation, where an employee
3 reasonably believes that the information discloses a violation of a state or federal statute, or a violation of
4 or noncompliance with a local, state, or federal rule or regulation. In addition to other remedies that might
5 be available, a civil penalty of up to \$10,000 may be awarded to an employee for each violation.

6 35. Labor Code Section 6310 prohibits an employer from retaliating against an employee who
7 complains about safety or health conditions or practices at the workplace or exercises any rights under the
8 federal or California law relating to occupational health and safety.

9 36. Labor Code Sections 98.6, 232.5, 1102.5, and 6310 were intended to prevent the type of
10 injury and damage alleged in this Complaint. Labor Code Sections 98.6, 232.5, 1102.5, and 6310 require
11 Defendants to refrain from retaliating or discriminating against Plaintiff for engaging in protected activities.

12 37. Plaintiff was, at all times relevant, a member of the class of persons intended to be protected
13 by Labor Code Sections 98.6, 232.5, 1102.5, and 6310.

14 38. As alleged above, Plaintiff engaged in conduct protected by Labor Code Sections 98.6,
15 232.5, 1102.5, and 6310.

16 39. As alleged above, Defendants took retaliatory adverse employment actions against Plaintiff,
17 including terminating her employment.

18 40. As alleged above, because Defendants engaged in retaliatory adverse employment actions
19 against Plaintiff within ninety (90) days of her protected activities, there shall be a rebuttable presumption
20 in favor of Plaintiff's retaliation claims under Labor Code Sections 98.6 and 1102.5. *See* Senate Bill No.
21 497 (2023) [Equal Pay and Anti-Retaliation Protection Act].

22 41. Plaintiff's protected conduct was a motivating reason for Defendants' alleged retaliatory
23 adverse employment actions.

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

27 43. As a further direct and legal result of the acts and conduct of Defendants, and each of them,
28 Plaintiff has been caused to and did suffer and continues to suffer severe emotional and mental distress,

1 anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact nature,
2 duration, and extent of said injuries is presently unknown to Plaintiff, but Plaintiff is informed and believes
3 and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

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

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

12 **SECOND CAUSE OF ACTION**

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

14 **(Against All Defendants)**

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

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

19 48. Defendants terminated Plaintiff's employment in violation of these public policies.

20 49. Plaintiff was harmed as a result of Defendants' conduct.

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

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1 **THIRD CAUSE OF ACTION**

2 **(Intentional Infliction of Emotional Distress)**

3 **(Against All Defendants)**

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

6 52. California law prohibits persons from intentionally or recklessly causing another emotional
7 distress.

8 53. Defendants intentionally or recklessly caused Plaintiff severe emotional distress.

9 54. Defendants' conduct was outrageous.

10 55. Plaintiff suffered harm as a result of Defendants' conduct.

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

17 **FOURTH CAUSE OF ACTION**

18 **(Failure to Pay All Wages)**

19 **(Against All Defendants)**

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

22 58. At all relevant times, Defendants had a duty to comply with Labor Code Sections 204, 206,
23 210, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC
24 Wage Orders and California Code of Regulations.

25 59. Labor Code Section 204 and the IWC Wage Orders require timely payment of all wages
26 owed on regularly scheduled paydays at least twice during each calendar month, on days designated in
27 advance by the employer as the regular paydays. All wages earned in excess of the normal work period
28 must be paid no later than the payday for the next regular payroll period.

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

4 61. Labor Code Section 210 provides:

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

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

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

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

22 65. Labor Code Section 227.3 requires employers to pay terminated employees for their unused
23 paid vacation time at their final rate of pay.

24 66. Labor Code Section 246 requires employers to provide and allow employees to use at least
25 24 hours, or three days, of paid sick leave per year.

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

1 68. Labor Code Section 558 provides “[a]ny employer or other person acting on behalf of an
2 employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours
3 and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
4 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
5 for which the employee was underpaid in addition to an amount to recover underpaid wages. (2) For each
6 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for
7 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3)
8 Wages recovered pursuant to this section shall be paid to the affected employee.”

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

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

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

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

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

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

75. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Defendants failed to pay Plaintiff all wages for hours worked (including minimum, regular, overtime, and double time wages, reporting time pay, sick pay, and vacation pay), failed to pay overtime, double time, sick pay, and/or vacation pay at the proper rates of pay, auto-deducted and rounded meal periods, unlawfully deducted wages, and required off-the-clock work without compensation, among other things.

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

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

FIFTH CAUSE OF ACTION

(Meal Period Violations)

(Against All Defendants)

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

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

80. At all relevant times, Plaintiff regularly worked more than five (5) hours and/or 10 hours per workday without being provided an uninterrupted, off-duty 30-minute meal period since Plaintiff's meal periods were late, interrupted, short, and/or on-duty.

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

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

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

SIXTH CAUSE OF ACTION

(Rest Period Violations)

(Against All Defendants)

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

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

86. During the relevant time period, Defendants failed to provide compliant rest breaks to Plaintiff. Specifically, Plaintiff had her rest breaks on-duty, interrupted, missed, or shortened. Consequently, Plaintiff did not receive a 10-minute rest period for every four (4) hours worked or major fraction thereof.

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

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

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

SEVENTH CAUSE OF ACTION

(Failure to Reimburse Business Expenses)

(Against All Defendants)

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

91. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements with

respect to Plaintiff.

92. Labor Code Section 2800 requires employers to indemnify employees for losses caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff due to their own negligence.

93. Labor Code Section 2802(a) requires that employers indemnify and reimburse employees for all business expenses, which are defined as all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred based on the employee's obedience to the employer's directions. Labor Code Section 2802(b) authorizes employees to recover in a court action interest which shall accrue from the date on which the employee incurred the necessary expenditure or loss. Labor Code Section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor Code Section 2802, to also recover attorneys' fees and costs.

94. As alleged above, Defendants failed to pay and indemnify Plaintiff for her necessary expenditures and losses incurred in direct consequence of the discharge of Plaintiff's duties or of Plaintiff's obedience to Defendants' directions.

95. As a result of Defendants' failure to indemnify and reimburse Plaintiff for all business and work-related costs, expenditures, losses and expenses in accordance with Labor Code Sections 2800 and 2802, Plaintiff is entitled to recover the full unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory penalties, along with attorneys' fees and costs according to proof at trial.

EIGHTH CAUSE OF ACTION

(Wage Statement Violations)

(Against All Defendants)

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

97. Labor Code Section 226(a) requires employers, at the time of each payment of wages, to furnish each employee with an accurate statement itemizing, among other things: (1) gross wages earned; (2) the total hours worked by the employee; (3) all deductions; (4) net wages earned; (5) the inclusive dates

1 of the period for which the employee is paid; (6) the name of the employee and his or her social security
2 number (last four digits); (7) the name and address of the legal entity that is the employer; and (8) all
3 applicable hourly rates in effect during the pay period and the corresponding number of hours worked at
4 each hourly rate by the employee. Labor Code Section 1174 further requires that such payroll records be
5 kept in a central location.

6 98. Labor Code Section 226(e) further provides that if an employer knowingly and intentionally
7 fails to provide a statement itemizing, among other things, the total hours worked by the employee, then
8 the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial
9 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
10 (\$4,000).

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

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

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

24 **NINTH CAUSE OF ACTION**

25 **(Waiting Time Penalties)**

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

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

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

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

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

TENTH CAUSE OF ACTION

(Unfair Business Practices)

(Against All Defendants)

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

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

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

ELEVENTH CAUSE OF ACTION

(Violations of the Private Attorneys General Act of 2004)

(Against All Defendants)

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

1 110. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under PAGA
2 only after giving the LWDA and the employer notice of the Labor Code Sections alleged to have been
3 violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have
4 passed without notice from the LWDA.

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

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

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

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

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.

115. 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, 227.3, 246, 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all sick pay, vacation pay, and earned wages (including minimum, regular, overtime, double time, and reporting 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 226, 226.3, 1174, and 1174.5 for failure to calculate sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved Employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy Families Act of 2014;

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

4 (g) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
5 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
6 Employees' vested vacation wages;

7 (h) Violation of Labor Code Section 353 for failing to keep accurate records of all
8 gratuities;

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

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

13 (k) Violation of Labor Code Sections 2800, 2802, and 2804 for failure to reimburse
14 business expenses to Plaintiff and other Aggrieved Employees;

15 (l) Violation of Labor Code Sections 98.6, 232.5(c), and 1102.5 for discriminating,
16 retaliating, and/or taking adverse actions against Plaintiff for engaging in quintessential protected activity;

17 (m) Violation of Labor Code Sections 6400, 6401, 6401.7, 6402, and 6403 for failing to
18 (i) furnish employment and a place of employment that was safe and healthful for Plaintiff and Aggrieved
19 Employees; (ii) adopt and use practices, means, methods, operations, and processes which are reasonably
20 adequate to render Plaintiff and Aggrieved Employees' employment and place of employment safe and
21 healthful; (iii) do every thing reasonably necessary to protect the life, safety, and health of Plaintiff and
22 Aggrieved Employees; (iv) establish, implement, and maintain an effective injury prevention program; and
23 (v) adopt and use methods and processes reasonably adequate to render Plaintiff and Aggrieved
24 Employees' employment and place of employment safe and failure to do every other thing reasonably
25 necessary to protect the life, safety, and health of Plaintiff and Aggrieved Employees; and

26 (n) Violation of Labor Code Section 1199 for the foregoing Labor Code violations.

27 116. Labor Code Section 226.3 provides: "[a]ny employer who violates subdivision (a) of
28 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per

1 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
2 violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction
3 statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided
4 for in this section are in addition to any other penalty provided by law.”

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

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

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

21 120. As set forth above, Defendants have violated numerous provisions of the Labor Code
22 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks the
23 civil penalties set forth in Labor Code Sections 226.3, 226.8, 558, 1174.5, and 1197.1 individually, on
24 behalf of all aggrieved employees, and the State of California.

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

27 122. Plaintiff is also entitled to attorneys’ fees and costs.

28 // //

PRAYER FOR RELIEF

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

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

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

1. For civil penalties against Defendants pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;
2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Sections 2699(g), 2802(c) and Code of Civil Procedure Section 1021.5; and
3. For such other relief as the Court deems just and proper.

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1 Dated: August 12, 2024

MANAHAN O'DELL LLP

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3 By: Shaheen A. Etemadi
4 Shaheen A. Etemadi
5 Attorneys for Plaintiff
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1 **DEMAND FOR JURY TRIAL**

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

3
4 Dated: August 12, 2024

MANAHAN O'DELL LLP

5 By: Shaheen A. Etemadi
6 Shaheen A. Etemadi
7 Attorneys for Plaintiff
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