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ELADIA LINARES

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Superior Court of California

County of San Bernardino

Rancho Cucamonga District

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By: Nancy Liemsithisak, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO
(UNLIMITED JURISDICTION)**

ELADIA LINARES,

Case No.: CIVRS2402901

COMPLAINT FOR DAMAGES FOR:

Plaintiff,

vs.

CRAVU-2, INC.; OC LINK, INC.; SLICE OF
SOCAL, INC.; SLICE OF SOCAL, LLC; and
DOES 1 to 25, inclusive,

Defendant(s).

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Failure to Provide Personnel Records;
- 9) Failure to Provide Pay Records;
- 10) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 11) Discrimination on the Basis of Race, National Origin, and/or Ancestry In Violation of the Fair Employment Housing Act (“FEHA”) (Gov. Code § 12940(a));
- 12) Retaliation in Violation of the FEHA (Gov. Code, § 12940(h));

13) Failure To Prevent, Investigate, and
Remedy Discrimination and Retaliation
in Violation of the FEHA; (Gov. Code,
§§ 12940(k))

14) Unfair Competition (Bus. & Prof.
Code, § 17200 *et seq.*)

JURY TRIAL DEMANDED

COMES NOW Plaintiff, ELADIA LINARES (hereafter “Plaintiff”), and complains
and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), the Business and Professions Code, and public policy against CRAVU-2, INC. (“CRAVU-2”), OC LINK, INC. (“OC LINK”), SLICE OF SOCAL, INC., SLICE OF SOCAL, LLC; and DOES 1 to 25, inclusive, (collectively “Defendants”).

JURISDICTION AND VENUE

2. Jurisdiction and venue are proper in this Court and this action is properly filed in the County of San Bernardino because Defendants do business in the County of San Bernardino and because Defendants’ obligations and liabilities arise therein. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

THE PARTIES

3. Plaintiff ELADIA LINARES is a resident of the state of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11050 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

4. Defendant CRAVU-2, INC. was and is a California corporation doing business in San Bernardino County with its principal address at 9330 BASELINE ROAD, SUITE 204, RANCHO CUCAMONGA, CA 91701. As such, it is a citizen of California based on

1 Plaintiff's information and belief.

2 5. Defendant OC LINK, INC. was and is a California corporation. As such, it is a
3 citizen of California based on Plaintiff's information and belief.

4 6. Defendant SLICE OF SOCAL, INC. was and is a California corporation. As
5 such, it is a citizen of California based on Plaintiff's information and belief.

6 7. On information and belief, SLICE OF SOCAL, LLC was and is a California
7 limited liability company. As such, it is a citizen of California based on Plaintiff's information
8 and belief.

9 8. The "Aggrieved Employees" are all current and former non-exempt or hourly
10 paid employees who worked for Defendants in California during the relevant time period
11 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
12 General Act of 2004 ("PAGA").

13 9. At all times herein relevant, Defendants CRAVU-2, INC., OC LINK, INC.,
14 SLICE OF SOCAL, INC., SLICE OF SOCAL, LLC, and DOES 1 to 25, and each of them,
15 were the agents, partners, joint venturers, joint employers, representatives, servants,
16 employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all
17 times relevant hereto were acting within the course and scope of their authority as such agents,
18 partners, joint venturers, representatives, servants, employees, successors, coconspirators
19 and/or assigns, and all acts or omissions alleged herein were duly committed with the
20 ratification, knowledge, permission, encouragement, authorization and/or consent of each
21 defendant designated as a DOE herein.

22 10. The true names and capacities, whether corporate, associate, individual or
23 otherwise, of defendants DOES 1 through 25, inclusive, are unknown to Plaintiff who sues
24 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
25 information and belief alleges, that each of the defendants designated as a DOE is legally
26 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
27 the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of
28 court to amend this Complaint to show the true names and capacities when the same have been

1 ascertained.

2 11. Plaintiff further alleges that Defendants including the unknown defendants
3 identified as DOES, directly or indirectly controlled or affected the working conditions,
4 wages, working hours, and conditions of employment of Plaintiff and the other Aggrieved
5 Employees so as to make each of said Defendants employers and employers liable under the
6 statutory provisions set forth herein.

7 **GENERAL ALLEGATIONS**

8 12. OC LINK first began to employ Plaintiff as a cook over a decade ago.
9 Throughout her employment tenure, Plaintiff has worked at OC LINK's Papa John Pizza
10 locations including Costa Mesa, Irvine (15435 Jeffrey Rd #114, Irvine, CA 92618) and Tustin
11 (1104 Irvine Blvd, Tustin, CA 92780). Plaintiff generally worked five days a week and her
12 schedule varied. At all relevant times, OC LINK has issued wages to Plaintiff and all of the
13 other Aggrieved Employees on a bi-weekly basis and paid them by the hour. At all relevant
14 times, OC LINK has classified Plaintiff and all of the other Aggrieved Employees as a non-
15 exempt employee entitled to the protections of the Labor Code and the Wage Order. Plaintiff's
16 latest rate of pay was approximately \$16.00 per hour.

17 13. CRAVU-2 first began to employ Plaintiff as a cook in or around late 2023.
18 Throughout her employment tenure Plaintiff has worked at CRAVU-2's Papa John Pizza
19 locations at 1104 Irvine Blvd, Tustin, CA 92780 and 18653 Yorba Linda Blvd., Yorba Linda,
20 CA 92866. Plaintiff generally worked five days a week, 6:00 a.m. to 11:00 a.m. or 7:00 a.m. to
21 12:00 p.m., depending on which location she was assigned for work. CRAVU-2 constantly
22 altered Plaintiff's schedule and on Fridays Plaintiff worked at the Tustin location in the
23 mornings and the Yorba Linda location in the afternoons. At all relevant times, CRAVU-2 has
24 issued wages to Plaintiff and all of the other Aggrieved Employees on a bi-weekly basis and
25 paid them by the hour. At all relevant times, CRAVU-2 has classified Plaintiff and all of the
26 other Aggrieved Employees as a non-exempt employee entitled to the protections of the Labor
27 Code and the Wage Order. Plaintiff's latest rate of pay is approximately \$20.25 per hour.

28 14. Defendants have failed to pay Plaintiff and the other Aggrieved Employees for

1 all time worked or subject to its control. Defendants required Plaintiff and the Aggrieved
2 Employees to perform necessary work duties before clocking in for the start of their shifts and
3 failed to compensate them for this time. For example, on numerous occasions, Plaintiff had to
4 assist with making pizzas before clocking in for the start of her shift. Defendants have failed to
5 compensate Plaintiff and the Aggrieved Employees for this work performed off-the-clock.
6 Furthermore, to the extent Plaintiff and the Aggrieved Employees have worked through their
7 meal periods and those meal periods were interrupted, they were not compensated for that
8 time, which would be akin to a minimum wage violation.

9 15. Due to the above “off the clock” violations, Defendants have failed to pay
10 Plaintiff and the Aggrieved Employees properly-calculated overtime wages. Plaintiff’s and the
11 Aggrieved Employees’ actual work hours, which included the “off the clock” work as
12 described above, entitled them to overtime, however, it was not company policy to keep
13 accurate track of all hours worked and to pay employees, like Plaintiff, the accurate amount of
14 overtime, especially since the “off the clock” work was not factored into the equation.
15 Furthermore, any incentive payments and/or bonus payments were not factored into the
16 employees’ regular rate of pay for purposes of deciphering the correct overtime rate of pay. In
17 addition, any bonus and/or incentive payments were not factored into the correct meal and rest
18 break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

19 16. In addition, Plaintiff and the Aggrieved Employees were not given accurate tips
20 to which they were entitled in violation of California Labor Code Section 351 and 353 and
21 were not paid split shift premiums.

22 17. Defendants have failed to provide all compliant meal periods and authorize and
23 permit all compliant rest periods to which Plaintiff and the other Aggrieved Employees were
24 entitled. Plaintiff is entitled to take off-duty, uninterrupted 30-minute meal periods before the
25 fifth hour of work and to take uninterrupted 10-minute rest periods for every four hours or
26 major fraction thereof worked. Due to the press of business, Plaintiff and the other Aggrieved
27 Employees would not be able to take timely, uninterrupted meal periods before the 5th hour
28 worked. When Plaintiff and the other Aggrieved Employees tried to take a meal period,

1 Defendants management or the other staff would interrupt them with requests for assistance or
2 instructions. Similarly, Defendants never authorized Plaintiff to take her 10 minute rest breaks.
3 In fact, Plaintiff have never taken her 10-minute rest breaks due to the work load/ press of
4 business. Compliant meal and rest breaks were definitively not part of Defendants' culture,
5 especially in a fast-paced restaurant environment. On information and belief, Defendants did
6 not provide premium wages to Plaintiff for these meal and rest break violations; if Defendants
7 did provide premium wages, they were not paid at the correct rate, as explained above.

8 18. Defendants have failed to reimburse Plaintiff and the other Aggrieved
9 Employees for the business expenses they incurred in direct consequence of the discharge of
10 their duties. During her employment, Defendants required Plaintiff and the other Aggrieved
11 Employees to use their own personal cell phones to communicate with management
12 concerning work matters and scheduling. Defendants did not reimburse Plaintiff and the other
13 Aggrieved Employees for these mobile phone expenses. Accordingly, Defendants was in
14 violation of California Labor Code sections 2800 and 2802.

15 19. Defendants have failed to pay Plaintiff and the other Aggrieved Employees all
16 wages due to them within any time period specified by California Labor Code section 204,
17 including the minimum wages and overtime as described above as well as meal/rest break
18 premiums

19 20. Defendants have not provided Plaintiff and the other Aggrieved Employees
20 accurate, itemized wage statements. Wage statements must include all hours worked, overtime
21 hours worked, all applicable hourly rates, the correct legal name and correct address of
22 employer entity, gross wages earned, all deductions, net wages earned, reimbursement for
23 business expenses, the correct start and end of the applicable pay period, the employee ID
24 numbers or social security numbers, among other items. Labor Code § 226(a)(2). Defendants
25 issued wage statements that inaccurately reflected total hours worked, gross and net wages
26 earned, and the number of hours worked at each hourly rate because of Defendants' failure to
27 properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9).

28 21. Defendants have also violated Labor Code section 558 and engaged in business

1 practices which violate Business and Professions Code Section 17200.

2 22. Moreover, Plaintiff would have individual causes of action against Defendants
3 for violations under the Fair Employment and Housing Act (FEHA) for discrimination based
4 on race/national origin. In or around March 2024, Plaintiff's supervisor and owner of the Papa
5 John's location Plaintiff worked at, Ada (last name unknown) started to drastically reduce
6 Plaintiff's work hours, informing her that Plaintiff was not needed anymore because she does
7 not speak English, and can't pick up the phone or help customers. Defendants reduced
8 Plaintiff's schedule from working 35+ hours a week to only 6 hours per week or less. It is
9 Plaintiff's position that Defendants have discriminated against Plaintiff and subjected her to
10 adverse employment action in violation of the FEHA.

11 23. Pursuant to California Government Code § 12960, Plaintiff has exhausted her
12 administrative remedies. Plaintiff filed a complaint with the State of California Civil Rights
13 Department ("CRD") (previously "DFEH") for race/national origin discrimination against
14 Defendant CRAVU-2 setting forth the particulars thereof and containing other information as
15 may be required by the CRD. On the same day, the CRD issued a notice of right-to-sue to
16 Plaintiff against Defendant CRAVU-2.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

19 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

20 **(By Plaintiff against all Defendants)**

21 24. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

22 25. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
23 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and
24 1198, and the Wage Order.

25 26. Section 2(K) of the Wage Order defines "hours worked" as "the time during
26 which an employee is subject to the control of an employer, and includes all the time the
27 employee is suffered or permitted to work, whether or not required to do so."

28 27. Section 3 of the Wage Order states:

1 (A) Daily Overtime - General Provisions

2 (1) The following overtime provisions are applicable to
3 employees 18 years of age or over and to employees 16 or
4 17 years of age who are not required by law to attend
5 school and are not otherwise prohibited by law from
6 engaging in the subject work. Such employees shall not
7 be employed more than eight (8) hours in any workday or
8 more than 40 hours in any workweek unless the employee
9 receives one and one-half (1 ½) times such employee's
10 regular rate of pay for all hours worked over 40 hours in
11 the workweek. Eight (8) hours of labor constitutes a day's
12 work. Employment beyond eight (8) hours in any
13 workday or more than six (6) days in any workweek is
14 permissible provided the employee is compensated for
15 such overtime at not less than:

16 (a) One and one-half (1 ½) times the employee's
17 regular rate of pay for all hours worked in excess
18 of eight (8) hours up to and including 12 hours in
19 any workday, and for the first eight (8) hours
20 worked on the seventh (7th) consecutive day of
21 work in a workweek.

22 (b) Double the employee's regular rate of pay for
23 all hours worked in excess of 12 hours in any
24 workday and for all hours worked in excess of
25 eight (8) hours on the seventh (7th) consecutive
26 day of work in a workweek.

27 (c) The overtime rate of compensation required to
28 be paid to a nonexempt full-time salaried
employee shall be computed by using the
employee's regular hourly salary as one-fortieth
(1/40) of the employee's weekly salary.

29 28. Section 4 of the Wage Order requires an employer to pay non-exempt
30 employees at least the minimum wage set forth therein for all hours worked, which consist of
31 all hours that an employer has actual or constructive knowledge that employees are working.

32 29. Labor Code section 510 states:

33 Eight hours of labor constitutes a day's work. Any work in excess
34 of eight hours in one workday and any work in excess of 40
35 hours in any one workweek and the first eight hours worked on
36 the seventh day of work in any one workweek shall be

1 compensated at the rate of no less than one and one-half times the
2 regular rate of pay for an employee. Any work in excess of 12
3 hours in one day shall be compensated at the rate of no less than
4 twice the regular rate of pay for an employee. In addition, any
5 work in excess of eight hours on any seventh day of a workweek
6 shall be compensated at the rate of no less than twice the regular
7 rate of pay of an employee. Nothing in this section requires an
8 employer to combine more than one rate of overtime
9 compensation in order to calculate the amount to be paid to an
10 employee for any hour of overtime work.

11 30. California Labor Code § 1194 invalidates any agreement between an employer
12 and an employee to work for less than the minimum wage required under the applicable Wage
13 Order.

14 31. California Labor Code § 1197 makes it unlawful for an employer to pay an
15 employee less than the minimum wage required under the applicable Wage Order for all hours
16 worked during a payroll period.

17 32. California Labor Code § 1198 makes it unlawful for an employer to employ an
18 employee under conditions that violate the Wage Order.

19 33. In conjunction, these provisions of the California Labor Code require
20 employers to pay non-exempt employees no less than their agreed-upon or statutorily
21 mandated wage rates for all hours worked, including unrecorded hours when the employer
22 knew or reasonably should have known that employees were working during those hours. (*See*
23 *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

24 34. Defendants required Plaintiff to work in excess of eight (8) hours in one
25 workday and forty (40) hours in one workweek without compensating her for such time
26 worked at the premium rates required by California law.

27 35. As described more fully above, Defendants failed to pay all minimum, regular,
28 overtime, and double time wages to Plaintiff because Defendants paid wages based on
rounded times, did not pay for off-the-clock work, and failed to pay overtime and double time
wages based on correct regular rates of pay.

36. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
an amount, subject to proof, to the extent that he was not paid the full amount of wages earned

1 during each pay period during the applicable limitations period, including minimum, overtime,
2 and double-time wages.

3 37. As a result of Defendants' conduct, Plaintiff seeks damages and/or restitution
4 for unpaid wages which Defendants failed to pay her at the rates set forth herein, interest
5 thereon, and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§
6 1194.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PROVIDE REST BREAKS**

9 **(Lab. Code §§ 226.7 and 1198)**

10 **(By Plaintiff against all Defendants)**

11 38. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 39. At all relevant times during the applicable limitations period, Plaintiff was a
13 non-exempt employee of Defendants and entitled to the benefits and protections of California
14 Labor Code §§ 226.7, 1198, and the Wage Order.

15 40. Labor Code § 1198 states,

16 "The maximum hours of work and the standard conditions of labor
17 fixed by the commission shall be the maximum hours of work and the
18 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

19 41. In relevant part, Section 12 of the Wage Order states:

20 **Rest Periods:**

21 (A) Every employer shall authorize and permit all employees
22 to take rest periods, which insofar as practicable shall be in the
23 middle of each work period. The authorized rest period time
24 shall be based on the total hours worked daily at the rate often
(10) minutes net rest time per four (4) hours or major fraction
25 thereof. However, a rest period need not be authorized for
26 employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

27 (B) If an employer fails to provide an employee a rest period
28 in accordance with the applicable provisions of this Order, the

1 employer shall pay the employee one (1) hour of pay at the
2 employee's regular rate of compensation for each work day that
the rest period is not provided.

3 42. In addition, Labor Code Section 226.7 states

4 (b) An employer shall not require an employee to work during a
meal or rest or recovery period mandated pursuant to an applicable
5 statute, or applicable regulation, standard, or order of the Industrial
Welfare Commission, the Occupational Safety and Health Standards
6 Board, or the Division of Occupational Safety and Health.

7 (c) If an employer fails to provide an employee a meal or rest or
8 recovery period in accordance with a state law, including, but not
limited to, an applicable statute or applicable regulation, standard, or
9 order of the Industrial Welfare Commission, the Occupational Safety
and Health Standards Board, or the Division of Occupational Safety and
10 Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that
11 the meal or rest or recovery period is not provided.

12 43. Pursuant to the Wage Order, Plaintiff was entitled to be provided with net rest
13 breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

14 44. Defendants failed to authorize and permit Plaintiff to take compliant rest
15 periods and failed to pay one hour of correctly-calculated premium pay for each day such a
16 rest period was not provided.

17 45. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
18 an amount subject to proof to the extent he was not paid additional wages owed for all rest
19 breaks not provided to her.

20 46. By reason of the above, Plaintiff is entitled to premium wages for workdays in
21 which one or more rest breaks were not provided to her pursuant to California Labor Code §
22 226.7, plus interest and costs.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 **(Lab. Code §§ 226.7, 512, and 1198)**

26 **(By Plaintiff against all Defendants)**

27 47. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

28 48. At all relevant times during the applicable limitations period, Plaintiff was a

1 non-exempt employee of Defendants and entitled to the benefits and protections of California
2 Code §§ 226.7, 512 and 1198, and the Wage Order.

3 49. Labor Code § 1198 states,

4 “The maximum hours of work and the standard conditions of labor
5 fixed by the commission shall be the maximum hours of work and the
6 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

7
8 50. In relevant part, Labor Code Section 512 states

9 “An employer may not employ an employee for a work period of more
10 than five hours per day without providing the employee with a meal
11 period of not less than 30 minutes, except that if the total work period
12 per day of the employee is no more than six hours, the meal period may
13 be waived by mutual consent of both the employer and employee. An
14 employer may not employ an employee for a work period of more than
10 hours per day without providing the employee with a second meal
period of not less than 30 minutes, except that if the total hours worked
is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal
period was not waived.”

15 51. In relevant part, Section 11 of the Wage Order states:

16 Meal Periods:

17 (A) No employer shall employ any person for a work period of more
18 than five (5) hours without a meal period of not less than 30
19 minutes, except that when a work period of not more than six (6)
hours will complete the day’s work the meal period may be
waived by mutual consent of the employer and the employee...

20
21 (B) If an employer fails to provide an employee a meal period in
22 accordance with the applicable provisions of this order, the
23 employer shall pay the employee one (1) hour of pay at the
employee’s regular rate of compensation for each workday that
the meal period is not provided.

24 52. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff was
25 entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day he
26 worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also
27 entitled to a second 30-minute meal period when he worked more than ten (10) hours in a
28 workday.

53. During the relevant time period, Defendants failed to provide Plaintiff with compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

54. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount subject to proof to the extent he was not paid additional wages owed for all meal periods not provided to her.

55. By reason of the above, Plaintiff is entitled to premium wages for workdays in which one or more meal periods were not provided to her pursuant to California Labor Code § 226.7, plus interest and costs.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiff against all Defendants)

56. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

57. At all relevant times, Plaintiff was a non-exempt employee of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

58. In pertinent part, California Labor Code § 2802(a) states:
An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.

59. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

60. Defendants failed to reimburse Plaintiff for business expenses she incurred in direct consequence of the discharge of her duties. As described above, Defendants required Plaintiff and the other Aggrieved Employees to use their own personal mobile phones in effectuating their job duties. However, Defendants did not reimburse Plaintiff for these business expenses. Accordingly, Defendants were in violation of California Labor Code sections 2800 and 2802.

61. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants' failure to indemnify Plaintiff for the reasonable expenses she incurred in the course of performing her duties.

62. By reason of the above, Plaintiff is entitled to reimbursement for all necessary expenditures and losses and interest due and owing to within three years (3) of the date of the filing of the Complaint until the date of entry of judgment pursuant to California Labor Code § 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(By Plaintiff against all Defendants)

63. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

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

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

66. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

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

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

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201-203)

(By Plaintiff against all Defendants)

69. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

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

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

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

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

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

1 immediately preceding the filing of this lawsuit.

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

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

8 **SEVENTH CAUSE OF ACTION**

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

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

11 **(By Plaintiff against all Defendants)**

12 77. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

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

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

18 80. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
19 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
20 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
21 worked, including the minimum wage, overtime hours, double time hours, and premium pay
22 for missed meal and rest breaks.

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

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

1 proof at trial.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE PERSONNEL RECORDS**

4 **(By Plaintiff against all Defendants except CRAVU-2, INC.)**

5 83. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 84. Labor Code section 1198.5 dictates “every current and former employee, or his
7 or her representative, has the right to inspect and receive a copy of the personnel records that
8 the employer maintains relating to the employee’s performance or to any grievance concerning
9 the employee.”

10 85. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the
11 employer shall make the contents of those personnel records available for inspection to the
12 current or former employee, or his or her representative, at reasonable intervals and at
13 reasonable times...” On information and belief, Defendants intentionally failed to provide
14 Plaintiff with personnel records when requested by Plaintiff via letter on July 12, 2024, as
15 required by law. Plaintiff requested her personnel records in accordance with California Labor
16 Code section 1198.5(k) on July 12, 2024 via certified U.S. mail.

17 86. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
18 records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has
19 suffered and continues to suffer substantial losses related to Defendants’ failure to provide
20 personnel records.

21 87. Plaintiff seeks all available remedies for Defendants’ violations including, but
22 not limited to penalties, and costs to the extent permitted by law and according to proof at trial.
23 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
24 amount of \$750.00, along with costs and attorney’s fees.

25 **NINTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE PAY RECORDS**

27 **(By Plaintiff against all Defendants)**

28 88. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

89. Labor Code section 226 sub-section (b) dictates “an employer...shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer...”

90. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” On information and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested by Plaintiff via letter, on July 12, 2024, and as required by law. Plaintiff requested her pay records in accordance with California Labor Code section 226 on July 12, 2024, via U.S. certified mail. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her pay records within 21 days.

91. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants' failure to provide pay records. Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the amount of \$750.00, along with costs and attorney's fees.

92. Plaintiff seeks all available remedies for Defendants' violations including, but not limited to, penalties and costs to the extent permitted by law and according to proof at trial.

TENTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698, *et seq.*)

(By Plaintiff against all Defendants)

93. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

94. Plaintiff is an Aggrieved Employee under the Private Attorneys General Act of 2004 (“PAGA”) because he was employed by Defendants during the applicable statutory period and suffered one or more of the violations of the Labor Code set forth in this Complaint. Plaintiff seeks to recover on his own behalf, on behalf of the State of California, and on behalf of all current and former Aggrieved Employees of Defendants, the civil penalties provided by

1 PAGA, plus reasonable attorney's fees and costs.

2 95. During the applicable time period, Defendants violated California Labor Code
3 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802.

4 96. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
5 behalf of themselves and other current or former employees, to bring a civil action to recover
6 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

7 97. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
8 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants'
9 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1,
10 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following
11 amounts:

12 A. For violations of California Labor Code § 204, one hundred dollars
13 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
14 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
15 established by California Labor Code § 210).

16 B. For violations of California Labor Code § 226(a), two hundred fifty
17 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
18 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
19 established by California Labor Code § 226.3).

20 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
21 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
22 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
23 established by California Labor Code § 558).

24 D. For violations of California Labor Code § 1174, five hundred dollars
25 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
26 California Labor Code § 1174.5).

27 E. For violations of California Labor Code § 1197, one hundred dollars
28 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two

1 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
2 per pay period (regardless of whether the initial violations were intentionally committed)
3 (penalty amounts established by California Labor Code § 1197.1).

4 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
5 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
6 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
7 pay period for each subsequent violation (penalty amounts established by California Labor
8 Code § 2699(f)(2)).

9 98. Plaintiff has complied with the procedures for bringing suit specified in
10 California Labor Code § 2699.3. By letters dated July 12, 2024 and November 4, 2024,
11 Plaintiff filed written notice online with the Labor and Workforce Development Agency
12 (“LWDA”) and gave written notice by certified mail to Defendants of the specific provisions of
13 the California Labor Code alleged to have been violated, including the facts and theories to
14 support the alleged violations. Plaintiff accompanied her LWDA notice with a fee in the
15 amount of \$75.00. The LWDA has failed to take action in response within 65 calendar days of
16 the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA will provide written notice
17 to Plaintiff informing her that it does not intend to investigate these allegations.

18 99. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
19 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
20 connection with their claims for civil penalties.

21 **ELEVENTH CAUSE OF ACTION**

22 **DISCRIMINATION ON THE BASIS OF RACE, NATIONAL ORIGIN, AND/OR**
23 **ANCESTRY IN VIOLATION OF FEHA**

24 **(Gov. Code, §12940(a))**

25 **(By Plaintiff against all Defendants and all DOE Defendants except OC LINK, INC.)**

26 100. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth
27 herein.

28 101. Plaintiff was and is at all times relevant hereto an employee covered by

1 Government Code § 12926(c).

2 102. Defendants were at all times relevant hereto employers who employed five or
3 more persons within the meaning of Government Code § 12926(d), and California
4 Government Code §§ 12940, et seq., was in full force and effect and was binding on
5 Defendants.

6 103. As described above, Defendants discriminated against Plaintiff and reduced her
7 work hours and did not assign her to other available positions that Plaintiff was otherwise
8 qualified to perform because she did not speak English.

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

15 105. In committing the foregoing acts, Defendants have been guilty of oppression,
16 fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to
17 punitive damages in a sum appropriate to punish and make an example out of the foregoing
18 Defendants.

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

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

6 **TWELFTH CAUSE OF ACTION**
7 **RETALIATION IN VIOLATION OF THE FEHA**
8 **(Gov. Code, § 12940(h))**

9 **(By Plaintiff against all Defendants and all DOE Defendants except OC LINK, INC.)**

10 108. Plaintiff incorporates by reference each and every paragraph of this Complaint
11 as if fully alleged herein.

12 109. The California Fair Employment and Housing Act (FEHA), Government Code
13 section 12900 et seq., makes it an unlawful employment practice for an employer to discharge,
14 expel, or otherwise discriminate against any person because the person has opposed any
15 practices forbidden by it. (*Id.* § 12940(h).)

16 110. As alleged above, Plaintiff was retaliated against and her work hours were
17 reduced because Plaintiff did not speak English. Defendants retaliated against Plaintiff
18 because she did not speak English, and refused to assign Plaintiff to other positions, that
19 Plaintiff was otherwise qualified to perform, and instead, subjected her to adverse employment
20 actions.

21 111. The acts taken toward Plaintiff were carried out by and/or ratified by
22 Defendants and/or managing agent employees of Defendants acting in a despicable,
23 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to
24 injure and damage Plaintiff, thereby justifying an award to her of punitive damages in a sum
25 appropriate to punish and make an example of Defendants.

26 112. As a proximate result of the wrongful acts of Defendants, Plaintiff has been
27 harmed in that Plaintiff has suffered actual, consequential and incidental financial losses,
28 including without limitation, loss of salary and benefits, and the intangible loss of

1 employment-related opportunities and damage to her professional reputation, all in an amount
2 subject to proof at the time of trial. Plaintiff claims such amounts as damages together with
3 prejudgment interest pursuant to Civil Code sections 3287 and/or 3288 and/or any other
4 provision of law providing for prejudgment interest.

5 113. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
6 and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and
7 emotional distress. Plaintiff is informed and believes and thereon alleges that he will continue
8 to experience said emotional suffering for a period in the future he cannot presently ascertain,
9 all in an amount subject to proof at the time of trial.

10 114. The FEHA provides for an award of reasonable attorneys' fees and costs
11 incurred by a prevailing Plaintiff in an action brought under its provisions. Plaintiff has
12 employed and will continue to employ attorneys for the initiation and prosecution of this
13 action. Plaintiff has incurred and will continue to incur attorneys' fees and costs herein.
14 Plaintiff is entitled to an award of attorneys' fees and costs.

15 **THIRTEENTH CAUSE OF ACTION**

16 **FAILURE TO PREVENT, INVESTIGATE, AND REMEDY DISCRIMINATION AND**
17 **RETALIATION IN VIOLATION OF THE FEHA**

18 **(Gov. Code, § 12940(k))**

19 **(By Plaintiff against all Defendants and all DOE Defendants except OC LINK, INC.)**

20 115. Plaintiff incorporates by reference each and every paragraph of this Complaint
21 as if fully alleged herein.

22 116. Plaintiff was and is at all times relevant hereto an employee covered by
23 Government Code § 12926(c).

24 117. Defendants were at all times relevant hereto employers who employed five or
25 more persons within the meaning of Government Code § 12926(d) and California Government
26 Code §§ 12940, et seq., was in full force and effect and was binding on Defendants.

27 118. It is unlawful for an employer to not take all reasonable steps necessary to
28 prevent discrimination and harassment from occurring. (*Id.* § 12940(k).)

1 119. As described above, Defendants subjected Plaintiff to unlawful discrimination
2 and retaliation in violation of Cal. Gov. Code § 12940(k).

3 120. Plaintiff is informed and believes and thereupon alleges that Defendants knew or
4 reasonably should have known of the discriminatory and retaliatory actions taking place against
5 Plaintiff. To Plaintiff's knowledge, Defendants took no meaningful or adequate disciplinary
6 action to address the discrimination and retaliation.

7 121. Plaintiff is informed and believes and thereupon alleges that Defendants failed
8 to provide adequate training to executives, supervisors, and managers. Defendants should have
9 provided training and instruction to management, on the laws pertaining to discrimination and
10 retaliation. Defendants failed to do so. As a result, Defendants failed to take all reasonable steps
11 necessary to prevent or stop discrimination and retaliation from occurring.

12 122. As a proximate result of the wrongful acts of Defendants, Plaintiff has been
13 harmed in that Plaintiff has suffered actual, consequential and incidental financial losses,
14 including without limitation, loss of salary and benefits, and the intangible loss of
15 employment-related opportunities and damage to her professional reputation, all in an amount
16 subject to proof at the time of trial. Plaintiff claims such amounts as damages together with
17 prejudgment interest pursuant to Civil Code Sections 3287 and/or § 3288 and/or any other
18 provision of law providing for prejudgment interest.

19 123. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
20 and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and
21 emotional distress. Plaintiff is informed and believes and thereon alleges that she will continue
22 to experience said emotional suffering for a period in the future she cannot presently ascertain,
23 all in an amount subject to proof at the time of trial.

24 124. The acts taken toward Plaintiff were carried out by and/or ratified by
25 Defendants and/or managing agent employees of Defendants acting in a despicable,
26 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to
27 injure and damage Plaintiff, thereby justifying an award to her of punitive damages in a sum
28 appropriate to punish and make an example of Defendants.

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

FOURTEENTH CAUSE OF ACTION

UNFAIR COMPETITION

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

(By Plaintiff against all Defendants)

126. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

127. At all relevant times during the applicable limitations period, Plaintiff has been an employee of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

128. The unlawful conduct of Defendants alleged herein amounts to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to, among other things, refrain from discrimination and retaliation and prevent discrimination and retaliation, pay their employees premium wages for workdays in which they did not provide employees with one or more meal and rest periods, indemnify them for all business expenses incurred during the course of performing their duties, and pay them all wages earned.

129. As a result of Defendants' unfair competition as alleged herein, Plaintiff has suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all hours worked, failed to provide her with premium wages for missed meal and rest periods, and failed to reimburse Plaintiff for all expenses he incurred in the course of performing his duties.

130. Pursuant to California Business & Professions Code § 17203, Plaintiff is entitled to restitution of all monies rightfully belonging to her that Defendants did not pay her

1 or otherwise retained by means of their unlawful and unfair business practices.

2 131. Plaintiff is entitled to reasonable attorneys' fees in connection with his unfair
3 competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial
4 benefit doctrine and/or the common fund doctrine.

5 132. Accordingly, with respect to this cause of action, Plaintiff prays for the herein
6 stated relief, and an award of all reasonable costs and attorneys' fees, including interest
7 thereon, as permitted by law, all in amounts subject to proof.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

- 10 1. For compensatory damages including lost past and future wages, commissions, and all
11 other sums of money, including employment benefits, together with interest on said
12 amounts, and any other economic injury to Plaintiff, according to proof;
- 13 2. For general damages according to proof;
- 14 3. For special and consequential damages to the extent allowed by law;
- 15 4. For punitive and exemplary damages against corporate Defendants in an amount subject
16 to proof;
- 17 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
18 subject to proof at trial;
- 19 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
20 proof at trial;
- 21 7. proof at trial;
- 22 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
23 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 24 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
25 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 26 10. For maximum civil penalties available under the Labor Code and applicable Wage
27 Order against Defendants as described more particularly in the Complaint;
- 28 11. For restitution and disgorgement for all unfair business practices by corporate
Defendants against Plaintiff in an amount according to proof;

- 1 12. For an order enjoining corporate Defendants from further unfair and unlawful business
2 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 3 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
4 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
5 damages, damages, penalties, and waiting time penalties according to proof to the
6 extent permitted by law;
- 7 14. For the imposition of civil penalties and/or statutory penalties;
- 8 15. For all interest as allowed by law;
- 9 16. For all costs and disbursements incurred in this suit;
- 10 17. Reasonable attorney's fees where available by law, including but not limited to,
11 pursuant to, Code of Civil Procedure section 1021.5, the FEHA, and/or other applicable
12 laws; and
- 13 18. For such other and further relief as this Court may deem proper.

14 **DEMAND FOR JURY TRIAL**

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

16

17 Dated: November 10, 2024

MM LAW, APC

19 By Maralle Messrelan
20 Maralle Messrelan, Esq.
21 Attorney for Plaintiff,
22 ELADIA LINARES
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