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BLANCA LILIA LOPEZ CHAVEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

BLANCA LILIA LOPEZ CHAVEZ, an
individual,

Plaintiff,

vs.

AMERICAN TEXTILE MAINTENANCE
COMPANY, a California corporation;
VIRGINIA RAMOS, an individual;
CLAUDIA DOE, an individual; and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV20620

COMPLAINT FOR:

- 1. DISCRIMINATION BASED UPON PHYSICAL DISABILITY IN VIOLATION OF GOVT. CODE §12940 (a);**
- 2. HOSTILE WORK ENVIRONMENT IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
- 4. FAILURE TO PREVENT DISCRIMINATION FROM OCCURRING IN VIOLATION OF GOVT. CODE §12940(k);**
- 5. HARASSMENT BASED ON PHYSICAL DISABILITY IN VIOLATION OF GOVT. CODE §12940 (a);**
- 6. FAILURE TO ACCOMMODATE PHYSICAL DISABILITY IN VIOLATION OF GOVT. CODE §12940(m);**
- 7. FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS IN VIOLATION OF GOVT. CODE §12940(n);**
- 8. WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF FEHA IN VIOLATION OF GOVT. CODE §12940 et seq.;**

9. FAILURE TO PAY OVERTIME WAGES DUE (Cal. *Labor Code* §§ 510, 1194, 1198; IWC Wage Order No. 6);
10. FAILURE TO PAY MINIMUM WAGES DUE (Cal. *Labor Code* §§ 1194, 1194.2, 1197, 1197.1 1198; IWC Wage Order No. 6);
11. FAILURE TO PROVIDE MEAL PERIODS (Cal. *Labor Code* §226.7; IWC Wage Order No. 6);
12. FAILURE TO PAY FOR REST PERIODS NOT PROVIDED (Cal. *Labor Code* § 226.7; IWC Wage Order No. 6);
13. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. *Labor Code* §226; IWC Wage Order No. 6);
14. FAILURE TO PAY ALL WAGES DUE ON TERMINATION (Cal. *Labor Code* §203; IWC Wage Order No. 6);
15. FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE (Cal. *Labor Code* § 2802);
16. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5); and
17. UNFAIR COMPETITION (Cal. *Bus. & Prof. Code* §§17200 et seq.).

DEMAND FOR A JURY TRIAL

Blanca Lilia Lopez Chavez (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes, *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* violations as against the persons

1 identified herein, occurred in Los Angeles County and because Defendant American Textile
2 Maintenance, owned and operated their business in Los Angeles County.

3 **II. PARTIES**

4 3. At all times relevant hereto, Plaintiff (hereinafter “Plaintiff”) was an individual
5 over age 18 and a resident of Los Angeles, California.

6 4. Plaintiff is informed and believes and thereon alleges that at all times material
7 hereto, Defendant American Textile Maintenance Company (“ATMC”), has been, and is a
8 California corporation, with a principal place of business at 1667 W. Washington Blvd., Los
9 Angeles, California 90007. At all times material hereto, ATMC has been, and is, an industrial
10 laundry company.

11 5. Plaintiff is informed and believes and thereon alleges that Defendant Virginia
12 Ramos (“Virginia”) is an individual, who at all times relevant herein, was a resident of Los
13 Angeles County. Virginia is a manager at ATMC.

14 6. Plaintiff is informed and believes and thereon alleges that Defendant Claudia
15 Doe (“Claudia”) is an individual, who at all times relevant herein, was a resident of Los
16 Angeles County. Claudia is a supervisor at ATMC.

17 7. Plaintiff was employed by ATMC, in Distribution. Plaintiff is informed and
18 believes and thereon alleges that at all times material hereto ATMC has been authorized to do
19 business and has been doing business in the State of California.

20 8. Plaintiff is informed and believes and thereon alleges, that at all times relevant
21 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or
22 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
23 herein alleged, were acting within the course and scope of such agency or employment, and
24 with the approval and ratification of each of the other Defendants.

25 9. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
26 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
27 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
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1 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
2 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
3 individual person who owned, controlled, or managed the business for which Plaintiff worked
4 and/or who directly or indirectly exercised operational control over the wages, hours, and
5 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director
6 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
7 Defendants, which included decision-making responsibility for, and establishment of, disability
8 discrimination and harassment practices and policies, and wage and hour violations, for
9 Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the
10 remaining Defendants, are “employers” as a matter of law and are liable on the causes of action
11 alleged herein.

12 10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
13 through 100 are, and at all times relevant hereto were, persons, corporations or other business
14 entities organized and existing under and by virtue of the laws of the State of California, and
15 are/were qualified to transact and conduct business in the State of California, and did transact
16 and conduct business in the State of California, and are thus subject to the jurisdiction of the
17 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
18 employ persons, conduct business and engage in disability discrimination and wage and hour
19 violations, in the County of Los Angeles.

20 11. Plaintiff is further informed and believes, and thereon alleges, that each of the
21 fictitiously named Defendants aided and assisted the named Defendants in committing the
22 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
23 Defendant.

24 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
25 **ACTION**

26 **Employment Information**

27 12. Plaintiff was an employee of ATMC since in or about March 2018. Plaintiff
28 worked in Distribution at ATMC. Plaintiff was paid \$16.78 per hour. Plaintiff worked 8 or

1 more hours per day. She was employed at ATMC until January 10, 2024, when Plaintiff was
2 wrongfully constructively terminated.

3 **Discrimination, Harassment and Wrongful Constructive Termination**

4 13. Plaintiff was denied a work environment free of disability discrimination and
5 harassment and was targeted for wrongful constructive termination on or about January 10,
6 2024.

7 14. In or about 2019, Plaintiff injured her arms while working. In August 2023,
8 Plaintiff re-injured her right arm and back while working. As such, this condition constitutes a
9 physical disability, as that term is defined in *Government Code* § 12926(l)(1)(A), (B).

10 15. After Plaintiff injured her arms in 2019, she visited her physician and was
11 provided the following work restrictions: no lifting more than 10 pounds and no pushing more
12 than 5 pounds. Plaintiff's manager, Virginia, never respected those restrictions despite the fact
13 that Plaintiff submitted all of her physician notes to her.

14 16. Plaintiff was forced to continue working. Virginia transferred Plaintiff to a
15 different position that required her to carry even heavier things than before.

16 17. In or about August 2023, Plaintiff re-injured her right arm and back while
17 working.

18 18. Plaintiff attempted to speak to Virginia regarding her injuries, but Virginia did
19 not pay attention to Plaintiff.

20 19. Once again Plaintiff visited her own physician and he provided Plaintiff with a
21 week off from work.

22 20. Thereafter, Plaintiff continued working without restrictions.

23 21. In or about September 2023, Plaintiff opened a workers compensation case.
24 Shortly thereafter, Plaintiff noticed that her manager and supervisor began harassing her more.

25 22. As a result, Plaintiff was forced to resign from her position on January 10, 2024.

26 23. As a result of the harassment and discrimination, Plaintiff suffered emotional
27 distress and aggravation of her injury.

1 24. ATMC’s wrongful termination of Plaintiff was wrongfully motivated by
2 discrimination against her due to her disability.

3 25. At all times material hereto, ATMC regularly employed five or more persons
4 and therefore are employers, as that term is defined in *Government Code* § 12926(d).

5 26. On August 14, 2024, Plaintiff filed an administrative complaint with the
6 Department of Fair Employment and Housing (“DFEH”) alleging discrimination and
7 harassment by ATMC, Virginia and Claudia. and On August 14, 2024, the DFEH issued to
8 Plaintiff a Right to Sue Notice as to ATMC, Virginia and Claudia.

9 27. Pursuant to the California Labor Code, Plaintiff intends to file a notice with
10 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants
11 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to
12 amend this Complaint once she completes and complies with the provisions under the law.

13 **Wage and Hour Violations**

14 28. The employment by ATMC of Plaintiff is governed by Industrial Welfare
15 Commission Wage Order 6, which covers those persons employed in the laundry, linen supply,
16 dry cleaning and dyeing industry.

17 29. Under California law, non-exempt employees as defined by Wage Order No. 6,
18 are entitled to overtime wages.

19 30. Under California law, non-exempt employees as defined by Wage Order No. 6,
20 are entitled to minimum wages.

21 31. As a result of ATMC’s failure to pay Plaintiff at required overtime and
22 minimum wage rates and failure to afford meal/rest breaks, the wage statements issued to her
23 did not comply with *Labor Code* §226 and the California Wage Order No. 6 in that they did not
24 accurately reflect all wages earned and due and owing.

25 32. Plaintiff was routinely not afforded meal breaks.

26 33. Plaintiff was routinely not afforded rest breaks.

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1 34. ATMC routinely failed to provide Plaintiff with itemized wage statements that
2 properly and accurately itemized the number of hours she worked at the effective regular rates
3 of pay.

4 35. ATMC failed to pay Plaintiff all wages due on termination.

5 36. ATMC failed to provide Plaintiff with a uniform maintenance allowance.

6 37. ATMC failed to provide Plaintiff with her requested employment records.

7 **FIRST CAUSE OF ACTION**

8 **(Discrimination Based on Physical Disability in Violation of Government Code**

9 **§§12940(a) - By Plaintiff Against Defendant ATMC and Does 1 through 100)**

10 38. Plaintiff realleges and incorporates by reference all of the allegations set forth in
11 this Complaint.

12 39. Under the California Fair Employment and Housing Act ("FEHA"),
13 Government Code § 12940(a), an employer cannot discriminate against an employee, because
14 of a physical disability.

15 40. Plaintiff suffered from the physical limitation as set forth above and was
16 therefore a member of the class of persons protected from disability discrimination under
17 California Government Code § 12940(a).

18 41. Upon learning about Plaintiff's disability, and not wanting a disabled employee,
19 on or about January 10, 2024, ATMC constructively terminated Plaintiff's employment in
20 violation of California Government Code § 12940.

21 42. By terminating Plaintiff because of her physical disability, ATMC violated
22 Government Code § 12940(a).

23 43. As a direct and proximate result of ATMC's conduct, individually and
24 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
25 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost
26 and will continue to lose employment benefits in the amount of at least \$96,652.80, according
27 to proof.
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1 44. As a direct and proximate result of ATMC's actions, Plaintiff has suffered
2 severe and serious injury to her person, all to her damage in the amount of at least \$1,000,000,
3 according to proof.

4 45. ATMC's conduct in discriminating against Plaintiff because of her physical
5 disability subjected her to cruel and unjust hardship in conscious disregard of her rights, as it
6 was anticipated by ATMC that Plaintiff would be unable to find comparable employment in
7 the foreseeable future. Plaintiff is informed and believes, and thereon alleges, that her
8 wrongful termination by ATMC was done with the intent to cause her injury. As a
9 consequence of the aforesaid oppressive, malicious and despicable conduct, Plaintiff is entitled
10 to an award of punitive damages in a sum to be shown according to proof.

11 46. Pursuant to California Government Code §12965(b), Plaintiff requests an award
12 of attorneys' fees in this action.

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14 **SECOND CAUSE OF ACTION**

15 **(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against**
16 **Defendant ATMC and Does 1 through 100)**

17 47. Plaintiff realleges and incorporates by reference all of the allegations set forth in
18 this Complaint.

19 48. The offensive conduct to which Plaintiff was subjected constitutes a hostile
20 work environment in violation to FEHA, California Government Code §12940 et seq. During
21 his employment, ATMC violated FEHA, California Government Code §12940 (j), by
22 discriminating against Plaintiff due to her physical disability.

23 49. ATMC's harassment was hostile, abusive, continuous and pervasive to create a
24 hostile work environment for Plaintiff.

25 50. ATMC's harassment was unwelcome, humiliating, offensive and adversely
26 affected the terms of Plaintiff's employment.

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51. Plaintiff was subjectively offended by ATMC's conduct and any reasonable person in Plaintiff's position would perceive ATMC's conduct as being offensive, hostile and abusive.

52. As a direct result of ATMC's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity, in at least the amount of \$1,000,000, subject to proof at trial.

53. Plaintiff is hereby entitled to general and compensatory damages in at least the amount of \$96,652.80, subject to proof at trial.

54. ATMC did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

55. All actions of ATMC were known, ratified and approved by the officers or managing agents of ATMC. Therefore, Plaintiff is entitled to punitive or exemplary damages against ATMC in an amount to be determined at the time of trial.

56. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

THIRD CAUSE OF ACTION

(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against Defendant ATMC and Does 1 through 100)

57. Plaintiff realleges and incorporates by reference all of the allegations set forth above in the Complaint.

58. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h), which provides that it is unlawful to retaliate against a person "because the person has opposed any practices forbidden under [Government Code sections 12900 through 12966] or because the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

1 discrimination and retaliation from occurring pursuant to California Government Code Section
2 12940(k).

3 68. ATMC failed to take measures to prevent discrimination and retaliation.

4 69. As a direct result of ATMC's failure to take all reasonable steps necessary to
5 prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering,
6 extreme and severe mental anguish and emotional distress, loss of earnings and earning
7 capacity, in the amount of at least \$1,000,000, according to proof at trial.

8 70. Plaintiff is hereby entitled to general and compensatory damages in the amount
9 of at least \$96,652.80, according to proof at trial.

10 71. ATMC did the things hereinabove alleged, intentionally, oppressively, and
11 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
12 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
13 community.

14 72. All actions of ATMC were known, ratified and approved by the officers or
15 managing agents of ATMC. Therefore, Plaintiff is entitled to punitive or exemplary damages
16 against the ATMC in an amount to be determined at the time of trial.

17 73. Pursuant to California Government Code §12965(b), Plaintiff requests an award
18 of attorneys' fees in this action.

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20 **FIFTH CAUSE OF ACTION**

21 **(Harassment Due to Physical Disability in Violation of Govt. Code §12940(a)– By Plaintiff**
22 **against all Defendants and Does 1 through 100)**

23 74. Plaintiff realleges and incorporates by reference all of the allegations set forth in
24 this Complaint.

25 75. Beginning in or about May 2019 and again in August 2023 and thereafter,
26 Plaintiff was harassed by the actions, conduct and comments of ATMC's employees, Virginia
27 and Claudia, which actions, conduct and comments combined to create and allow a pattern of
28 harassment towards her due to her disability.

1 76. Defendants' actions constituted a continuing violation of Cal. Gov. Code §
2 12940, et seq.

3 77. Defendants negligently and in bad faith failed to properly investigate Plaintiff's
4 claims of disability and harassment and take appropriate remedial action.

5 78. Defendants engaged in retaliatory actions against Plaintiff due to her disability
6 and Plaintiff was subjected to unfair and hostile treatment by Defendants.

7 79. All of the conduct by Defendants, was done with the full knowledge and
8 ratification of the management employees of ATMC and was consistent with the recognized
9 policies and procedures of ATMC, which tolerated and encouraged such discriminatory
10 conduct.

11 80. At all times herein mentioned, Defendants were legally required to refrain from
12 discriminating against and harassing any employee on the basis of physical disability, among
13 other things. Within the time provided by law, Plaintiff filed a complaint with the DFEH, in
14 full compliance with these sections, and received a right to sue letter.

15 81. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
16 in this Complaint. As a direct and proximate result of the conduct of Defendants, Plaintiff has
17 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
18 and anguish, all to his damage in at least \$1,000,000, subject to proof at trial.

19 82. Defendants did the things hereinabove alleged, intentionally, oppressively, and
20 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted
21 in Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and
22 ought not to be suffered by any member of the community.

23 83. All actions of Defendants were known, ratified and approved by the officers or
24 managing agents of ATMC. Therefore, Plaintiff is entitled to punitive or exemplary damages
25 against the Defendants, and each of them, in an amount to be determined at the time of trial.

26 84. Pursuant to California Government Code §12965(b), Plaintiff requests an award
27 of attorneys' fees in this action.
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85. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

87. By refusing to afford Plaintiff a reasonable accommodation, ATMC violated Government Code § 12940(m).

89. As a direct and proximate result of ATMC's actions, Plaintiff has suffered severe and serious injury to her person, all to her damage in the amount of at least \$1,000,000, according to proof.

91. All actions of ATMC were known, ratified and approved by the officers or managing agents of ATMC's. Therefore, Plaintiff is entitled to punitive or exemplary damages against ATMC in an amount to be determined at the time of trial.

1 92. Pursuant to California Government Code §12965(b), Plaintiff requests an award
2 of attorneys' fees in this action.

3 **SEVENTH CAUSE OF ACTION**

4 **(Failure to Engage in a Good Faith Interactive Process in Violation of *Government***
5 ***Code* §12940(n)– By Plaintiff Against Defendant ATMC Does 1 through 100)**

6 93. Plaintiff realleges and incorporates by reference all of the allegations set forth in
7 this Complaint.

8 94. At all times hereto, FEHA, including in particular Government Code §12940(n),
9 was in full force and effect and was binding on ATMC. This subsection imposes a duty on
10 ATMC to engage in a timely, good faith, interactive process with the employee to determine
11 reasonable accommodation, if any, in response to a request for a reasonable accommodation by
12 an employee with a known physical disability or known medical condition.

13 95. At all relevant times, Plaintiff was a member of a protected class within the
14 meaning of Government Code §12940(a) et seq. because she had a disability, due to injuries
15 suffered, of which ATMC had both actual and constructive notice.

16 96. Plaintiff reported her disability to ATMC, triggering ATMC's obligation to
17 engage in a good faith interactive process with Plaintiff, but at all times herein, ATMC failed
18 and refused to do so.

19 97. ATMC breached their statutory duty under FEHA to engage in a timely good
20 faith interactive process to determine a reasonable accommodation for Plaintiff's physical
21 disability. Plaintiff further alleges: (1) that ATMC was the Plaintiff's employer; (2) that
22 Plaintiff was an employee of ATMC; (3) that Plaintiff sustained injuries that required
23 reasonable accommodation and which injuries were known to ATMC; (4) that Plaintiff
24 requested that ATMC make reasonable accommodation for her injuries and/or physical
25 condition so that she would be able to perform the essential functions of her job requirements;
26 (5) that Plaintiff was willing to participate in the interactive process to determine whether
27 reasonable accommodation could be made so that she would be able to perform the essential
28 job requirements; (6) that ATMC failed to participate in a timely good faith interactive process

1 with Plaintiff to determine whether reasonable accommodation could be made; (7) that Plaintiff
2 was harmed financially; and (8) that ATMC's failure to engage in a good faith interactive
3 process was a substantial factor in causing Plaintiff's damage and harm. Instead of engaging in
4 a good faith interactive process, ATMC, wrongfully constructively terminated Plaintiff on or
5 about January 10, 2024.

6 98. The above acts of ATMC constitute violations of FEHA, and were a proximate
7 cause in Plaintiff's damages as stated below.

8 99. ATMC did the things hereinabove alleged, intentionally, oppressively, and
9 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
10 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
11 community.

12 100. All actions of ATMC were known, ratified and approved by the officers or
13 managing agents of ATMC. Therefore, Plaintiff is entitled to punitive or exemplary damages
14 against ATMC in an amount to be determined at the time of trial.

15 101. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award
16 of attorneys' fees and costs.

17 **EIGHTH CAUSE OF ACTION**

18 **(Wrongful Constructive Termination in Violation of FEHA, Govt. Code §§12940**
19 **et seq. – By Plaintiff Against Defendant ATMC Does 1 through 100)**

20 102. Plaintiff realleges and incorporates by reference all of the allegations set forth in
21 this Complaint.

22 103. Plaintiff alleges that significant policies exist in the State of California that
23 prohibit discrimination, retaliation, wrongfully constructively terminating an employee for
24 being disabled, complaining about harassment and protesting against unlawful employment
25 practices. Among others, the right to be free from discrimination and retaliation are codified in
26 the California and United States Constitutions and the provisions of Government Code
27 §§12900 *et seq.*
28

1 104. These policies are set forth in various laws including but not limited to
2 Government Code §§12940 (a), 12940 (k); Cal. Const. Art. 1, §8 (employment
3 discrimination).

4 105. Plaintiff became disabled while working for ATMC.

5 106. ATMC, acting through their employees, intentionally created and knowingly
6 permitted the discrimination based on disability and harassment.

7 107. ATMC wrongfully constructively terminated Plaintiff in violation of important
8 and well-established public policies, including, but not limited to, policies against employment
9 discrimination based upon disability and against harassment.

10 108. ATMC's wrongful conduct proximately caused Plaintiff to suffer general,
11 special and statutory damages in the amount of at least \$96,652.80, according to proof.

12 109. As a further proximate result of the unlawful acts of ATMC as alleged above,
13 Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and emotional
14 and physical distress that a reasonable person would suffer upon losing her job. As a result of
15 such actions and consequent harm, Plaintiff has suffered such damages in the amount of at
16 least \$1,000,000, according to proof.

17 110. The above acts of ATMC constituted a wrongful termination of Plaintiff and
18 were in violation of public policy and FEHA as described above. Such termination was a
19 substantial factor in causing damage and injury to Plaintiff as set forth below.

20 111. Plaintiff believes and thereon alleges that engaging in protected activity,
21 including, but not limited to, complaining about harassment were factors in ATMC's conduct
22 as alleged hereinabove.

23 112. As a result of ATMC's conduct, Plaintiff is entitled to recover punitive damages
24 in amount according to proof at trial.

25 113. Pursuant to California Government Code §12965(b), Plaintiff requests an award
26 of attorneys' fees in this action.

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NINTH CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES

**(Labor Code §§510, 1194, 1198 and Wage Order 6 By Plaintiff Against Defendant ATMC
and Does 1-100)**

114. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

115. During Plaintiff’s entire employment with Defendant ATMC , pursuant to Cal. Lab. Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 6, Defendant was required to compensate Plaintiff with premium pay for all overtime work performed, for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh (7th) consecutive day of any work week.

116. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee who had not been paid overtime compensation could recover the unpaid balance of the full amount of overtime wages due, including interest thereon, together with reasonable attorneys’ fees and costs of suit.

117. California Labor Code section 1198 provides,
The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the 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.

118. Pursuant to IWC Wage Order No. 6-2001, § 3, “Employment beyond eight (8) hours in any workday is permissible provided the employee is compensated for such overtime at not less than: (a) One and one-half (1 1/2) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday...”

119. California Labor Code section 558 provides in pertinent part:

1 (a) Any employer or other person acting on behalf of an employer who
2 violates, or causes to be violated, a section of this chapter or any
3 provision regulating hours and days of work in any order of the
4 Industrial Welfare Commission shall be subject to a civil penalty as
5 follows:

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid
7 employee for each pay period for which the employee was underpaid in
8 addition to an amount sufficient to recover underpaid wages.

9 (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was
11 underpaid in addition to an amount sufficient to recover underpaid
12 wages.

13 (3) Wages recovered pursuant to this section shall be paid to the affected
14 employee...

15 (c) The civil penalties provided for in this section are in addition to any
16 other civil or criminal penalty provided by law.

17 120. Plaintiff worked between 8 or more hours per day, 5 days per week. Throughout
18 Plaintiff's employment, Defendant failed and refused to properly pay overtime time
19 compensation to Plaintiff as required by law. Plaintiff was paid overtime at her regular rate, not
20 time and one half. This practice resulted in Defendant's failure to pay Plaintiff overtime that
21 she had earned.

22 121. Plaintiff worked approximately 2 hours per week of overtime. Plaintiff was not
23 paid overtime that was due to her.

24 122. The foregoing overtime compensation is owed and unpaid. As a direct and
25 proximate result of Defendant's failure and refusal to pay overtime time, Plaintiff suffered
26 damages in the amount of at least \$96,652.80, according to proof at trial.

27 123. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime wages
28 against employers and those individuals acting in their behalf. Plaintiff requests that this Court
assess said penalty against Defendant in an amount to be proven at trial.

Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover his attorneys'
fees, costs and interest.

1 **TENTH CAUSE OF ACTION**

2 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
3 **119, IWC Wage Order No. 6 – By all Plaintiff Against Defendant ATMC Does 1 through**
4 **100)**

5 125. Plaintiff realleges and incorporates by reference all of the allegations set forth in
6 this Complaint.

7 126. *Labor Code* § 1197 states the California requirement that employees must be
8 paid at least the minimum wage fixed by the Commission, and any payment of less than the
9 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving
10 less than the legal minimum wage... to recover in a civil action the unpaid balance of the full
11 amount of this minimum wage.” IWC Wage Order No. 6 also obligates employers to pay each
12 employee minimum wages for all hours worked. These minimum wage standards apply to each
13 hour employees worked for which they were not paid. Therefore, an employer’s failure to pay
14 for any particular hour of time worked by an employee is unlawful, even if averaging an
15 employee’s total pay over all hours worked, paid or not, results in an average hourly wage
16 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

17 127. Here, Plaintiff was not paid minimum wages due to ATMC’s failure to afford
18 Plaintiff compliant meal/rest breaks.

19 128. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
20 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
21 wage, including interest thereon, reasonable attorneys’ fees, and costs of suit.

22 129. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
23 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
24 *Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under
25 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
26 the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*,
27 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
28 could recover liquidated damages under § 1194.2 if they also showed they were paid less than

1 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
2 (N.D. Cal. 2016).

3 130. Plaintiff suffered and continued to suffer losses related to the use and
4 enjoyment of compensation due and owing to her as a direct result of ATMC's unlawful acts
5 and Labor Code violations in an amount to be shown according to proof at trial.

6 131. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
7 wages against employers and those individuals acting on their behalf. Plaintiff requests that
8 this Court assess said penalty against Defendants ATMC in an amount to be proven at trial.

9 132. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and
10 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendant
11 ATMC owes her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts
12 according to proof.

13 **ELEVENTH CAUSE OF ACTION**

14 **(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Wage** 15 **Order No. 6– By Plaintiff Against Defendant ATMC Does 1 through 100)**

16 133. Plaintiff realleges and incorporates by reference all of the allegations set forth in
17 this Complaint.

18 134. California Labor Code §226.7(a) prohibits an employer from requiring an
19 employee to work during any meal period mandated by an applicable Industrial Wage Order.
20 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
21 employee to work during a meal or rest break or recovery period mandated pursuant to an
22 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
23 Commission..."

24 135. California Labor Code §1198 makes unlawful the employment of an employee
25 under conditions the IWC prohibits.

26 136. Wage Order No. 6 provides, in relevant part: "No employer shall employ any
27 person for a work period of more than five (5) hours without a meal period of not less than 30-
28

1 minutes, except that when a work period of not more than six (6) hours will complete the day's
2 work the meal period may be waived by mutual consent of the employer and the employee."

3 137. Wage Order No. 6 further provides, in relevant part: "Unless the employee is
4 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
5 duty' meal period and counted as time worked."

6 138. Section 512(a) of the California Labor Code provides, in relevant part, that:
7 An employer may not employ an employee for a work period of more than five
8 hours per day without providing the employee with a meal period of not less
9 than 30-minutes, except that if the total work period per day of the employee is
10 no more than six hours, the meal period may be waived by mutual consent of
11 both the employer and employee.

12 139. The Labor Code and Wage Order provisions cited above require California
13 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
14 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
15 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
16 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
17 the fifth hour of their shifts.

18 140. At times Plaintiff's meal breaks were interrupted.

19 141. ATMC further violated IWC Wage Order No. 6 and Labor Code § 226.7 by
20 failing to pay one hour of compensation to Plaintiff at her individual and regular rate of pay for
21 each work day that the meal period was not provided, in an amount according to proof. This
22 amount remains owed and unpaid.

23 142. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
24 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
25 § 226.7(b).

26 143. As a direct and proximate result of ATMC unlawful conduct as alleged herein,
27 Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost
28 interest, in an amount to be established at trial, and is entitled to recover economic and statutory

1 damages, attorneys' fees and penalties and other appropriate relief due to Defendant's
2 violations of the California Labor Code and the applicable IWC Wage Orders.

3 **TWELFTH CAUSE OF ACTION**

4 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7; IWC Wage**
5 **Order No. 6– By Plaintiff Against Defendant ATMC Does 1 through 100)**

6 144. Plaintiff realleges and incorporates by reference all of the allegations set forth in
7 this Complaint.

8 145. Labor Code § 226.7 and Wage Order No. 6 provide that employers shall
9 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
10 per four hours of work, or major fraction thereof.

11 146. Labor Code § 226.7 and Wage Order No. 6 provide that if an employer fails to
12 provide an employee with rest periods in accordance with those provisions, the employer shall
13 pay the employee one hour of pay at the employee's regular rate of compensation for each
14 workday that the rest periods were not so provided.

15 147. ATMC has intentionally and improperly failed to afford Plaintiff rest periods in
16 violation of Labor Code § 226.7 and Wage Order No. 6. At times, Plaintiff's rest breaks were
17 provided late.

18 148. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

19 149. At all times relevant hereto, ATMC failed to provide rest periods as required by
20 Labor Code § 226.7 and Wage Order No. 6.

21 150. By virtue of ATMC's unlawful failure to afford rest periods, Plaintiff has
22 suffered, and will continue to suffer, damages in amounts which are presently unknown to
23 Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained
24 according to proof at trial.

25 **THIRTEENTH CAUSE OF ACTION**

26 **(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab.**
27 **Code §226; IWC Wage Order No. 6– By Plaintiff Against Defendant ATMC and Does 1**
28 **through 100)**

1 151. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 152. At all times relevant herein, ATMC issued payroll statements to Plaintiff which
4 violated Cal. Lab. Code §226(a), in that ATMC failed to properly and accurately itemize the
5 number of hours she worked at the effective regular rates of pay.

6 153. ATMC knowingly and intentionally failed to comply with Cal. Lab. Code
7 §226(a), causing damage to Plaintiff. These damages, including but not limited to costs
8 expended calculating her true hours worked, and the amount of employment taxes which were
9 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
10 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
11 violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal.
12 Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and
13 costs.

14 154. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
15 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

16 **FOURTEENTH CAUSE OF ACTION**

17 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203;**
18 **IWC Wage Order No. 6– By Plaintiff Against Defendant ATMC Does 1 through 100)**

19 155. Plaintiff realleges and incorporates by reference all of the allegations set forth in
20 this Complaint.

21 156. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
22 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
23 from employment, unpaid wages are due and payable within 72 hours of resignation.

24 157. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
25 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
26 paid, not to exceed thirty days.

27 158. Plaintiff was wrongfully discharged from ATMC employ and ATMC willfully
28 failed to pay Plaintiff wages due to her.

159. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day she was not timely paid, not to exceed 30 days' wages.

160. By willfully failing to pay Plaintiff for overtime, minimum wages and separate amounts owed for meal/rest periods not provided, as set forth above, in a timely manner as required by Cal. Lab. Code §§ 201 & 202, ATMC is liable to her for penalties pursuant to Cal. Lab. Code § 203, in an amount equal to 30 days of her per diem wage rate in an amount according to proof.

FIFTEENTH CAUSE OF ACTION

(Failure to Provide Uniform Maintenance Allowance in violation of Cal. *Labor Code* § 2802 By Plaintiff Against Defendant ATMC and Does 1 through 100)

161. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

162. Under California law, if an employer requires non-exempt employees to wear a uniform, the employer must pay for and maintain the uniform for the employee. Labor Code §2802.

163. An employer may never impose a financial burden on employees, with respect to purchasing or maintaining clothing, which would reduce the employees' wage rate below the minimum wage.

164. Here, ATMC did not reimburse Plaintiff for protective gear such as glass, gloves and face masks she purchased for business-related purposes.

165. As a proximate result of the aforementioned violations of § 2802, Plaintiff is entitled to recovery from ATMC for reimbursement of necessary expenditures including interest and attorneys' fees.

166. As a proximate result of the aforementioned violations of Labor Code § 2802, Plaintiff has been damaged in an amount according to proof at the time of trial.

SIXTEENTH CAUSE OF ACTION

**(Failure to Allow Inspection of Employee Records in violation of Cal. *Labor Code* §1198.5
By Plaintiff Against Defendant ATMC and Does 1 through 100)**

1 167. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 168. California Labor Code Section 1198.5 provides:

4 (a) Every current and former employee, or his or her representative, has the right
5 to inspect and receive a copy of the personnel records that the employer
6 maintains relating to the employee's performance or to any grievance concerning
7 the employee.

8 (b) The employer shall make the contents of those personnel records available
9 for inspection to the current or former employee, or his or her representative, at
10 reasonable intervals and at reasonable times, but not later than 30 calendar days
11 from the date the employer receives a written request, unless the current or
12 former employee, or his or her representative, and the employer agree in writing
13 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
14 date does not exceed 35 calendar days from the employer's receipt of the written
15 request to inspect the records. Upon a written request from a current or former
16 employee, or his or her representative, the employer shall also provide a copy of
17 the personnel records,... later than 30 calendar days from the date the employer
18 receives the request...

19 (k) If an employer fails to permit a current or former employee, or his or her
20 representative, to inspect or copy personnel records within the times specified I
21 this section... the current or former employee may recover a penalty of seven
22 hundred fifty dollars (\$750) from the employer.

23 (1) A current or former employee may also bring an action for injunctive relief
24 to obtain compliance with this section, and may recover costs and reasonable
25 attorney's fees in such an action.

26 169. Additionally, pursuant to Wage Order No. 6, at section 7 re: Records, employers
27 are required to keep accurate payroll records on each employee, and such records must be made
28

1 readily available for inspection by the employee upon reasonable request. The employer must
2 also maintain accurate production records.

3 170. On or about June 25, 2024, Plaintiff 's counsel issued a written request to
4 ATMC for copies of her personnel records.

5 171. Under California Labor Code Sections 226, 432 and 1198.5, such records were
6 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
7 Plaintiff's counsel and ATMC did not enter into an agreement to enlarge the time for ATMC's
8 compliance, and ATMC has failed and refused to permit Plaintiff copies of her records.

9 172. As a direct result and consequence of ATMC's failure and refusal to permit
10 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
11 decree mandating ATMC's compliance. Plaintiff has suffered and will suffer harm as a result
12 of ATMC's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of
13 \$750 based upon ATMC's violation of §1198.5.

14 **SEVENTEENTH CAUSE OF ACTION**

15 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. &**
16 **Prof. Code §17200 et seq.– By Plaintiff Against Defendant ATMC Does 1 through 100)**

17 173. Plaintiff realleges and incorporates by reference all of the allegations set forth in
18 this Complaint.

19 174. California Business & Professions Code § 17200 et seq. prohibits acts of unfair
20 competition, which shall mean and include any "unlawful and unfair business practices."

21 175. ATMC's conduct as alleged herein has been and continues to be unfair,
22 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
23 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
24 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
25 therefore has standing to bring this suit for restitution.

26 176. The payment of overtime, minimum wages, affording of meal/rest breaks,
27 providing a uniform maintenance allowance and providing employment records are
28 fundamental public policies of the State of California. It is also the public policy of this State to

1 enforce minimum labor standards, to ensure that employees are not required or permitted to
2 work under substandard and unlawful conditions, and to protect those employers who comply
3 with the law from losing competitive advantage to other employers who fail to comply with
4 labor standards and requirements.

5 177. ATMC failed to pay Plaintiff for overtime time, minimum wages, allow Plaintiff
6 to take meal/rest breaks, to pay all wages due on termination, to issue accurate wage
7 statements, to pay a uniform maintenance allowance and to provide her employment records.

8 178. During the applicable limitations period, ATMC violated Plaintiff's rights under
9 the above-referenced Labor Code sections by failing to pay for overtime/double time, minimum
10 wages, meal/rest breaks not afforded in violation of *Labor Code* §§ 226.7 and 203, 226, as a
11 result of not correctly calculating her regular rate of pay to include all applicable remuneration,
12 including, but not limited to, overtime, minimum wages, meal/rest break premium pay.

13 179. Through the conduct alleged herein, ATMC acted contrary to these public
14 policies and has thus engaged in unlawful and/or unfair business practices in violation of
15 Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and
16 privileges guaranteed to employees under California law.

17 180. ATMC regularly and routinely violated the following statutes and regulations
18 with respect to Plaintiff:

19 Cal. *Labor Code* §§ 510, 1194 and 1198 and IWC Wage Order No. 6 as
20 amended (failure to pay overtime);

21 Cal. *Labor Code* § 1197 and Wage Order No. 6 (failure to pay minimum
22 wages);

23 Cal. *Lab. Code* § 226 (failure to provide accurate wage statements to employees
24 at the time of payment);

25 Cal. *Lab. Code* §§ 201, 202 and 203 (failure to pay wages due on termination);

26 Cal. *Lab. Code* §§ 226.7 and 512, and IWC Wage Order No. 6 (failure to
27 provide meal/rest periods);
28

1 Cal. Labor Code § 2802 (failure to provide uniform maintenance allowance);
2 and

3 Cal. Lab. Code § 1198.5 (failure to allow inspection of employment records).

4 181. By engaging in these business practices, which are unfair business practices
5 within the meaning of Bus. & Prof. Code §§ 17200 et seq., ATMC harmed Plaintiff and gained
6 an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
7 entitled to obtain restitution of these funds.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
10 and against Defendants, and each of them, as follows:

11 1. For compensatory damages in the amount of overtime due to Plaintiff, in the
12 amount of at least \$96,652,80, according to proof;

13 2. For compensatory damages in the amount of minimum wages due to Plaintiff, in
14 the amount of at least \$96,652.80, according to proof;

15 3. For compensatory damages for lost wages and employment benefits, in the
16 amount of at least \$96,652.80, according to proof;

17 4. For compensatory damages for physical and emotional distress, in the amount of
18 \$1,000,000, according to proof;

19 5. For an award of consequential damages, according to proof;

20 6. For general damages according to proof;

21 7. For compensation of one hour at the regular rate of pay for each meal/rest period
22 denied in violation of Cal. Lab. Code § 226.7 and Wage Order No. 6, according to proof;

23 8. For prejudgment interest accrued on all due and unpaid overtime and minimum
24 wages from the date that wages were due and payable, pursuant to Cal. Lab. Code §§ 218.6 and
25 1194(a), according to proof;

26 9. For statutory damages pursuant to Cal. Lab. Code § 226, according to proof;

27 10. For payment to Plaintiff of waiting time penalties pursuant to Cal. Lab. Code
28

1 § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the
2 total amount of days elapsed between the date of involuntary termination, and/or 72 hours after
3 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

4 11. For specific relief enforcing waiting time penalties of 30 days of per diem wages
5 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;

6 12. For compensatory damages in the amount of Plaintiff's uniform maintenance
7 expenses, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);

8 13. For a preliminary and permanent injunction ordering ATMC to disclose
9 Plaintiff's payroll records and to prevent ATMC from committing such illegal acts in the
10 future;

11 14. For an award of restitution of wages to Plaintiff in an amount equal to the
12 amount of wages owed and unpaid, according to proof;

13 15. For injunctive relief requiring ATMC to comply with Labor Code 1198.5(b)(1);

14 16. For punitive and exemplary damages in a sum to be determined at trial;

15 17. For reasonable costs, including attorneys' fees, in an amount according to proof
16 pursuant to *Government Code* § 12965(b), Cal. Lab. Code §§ 218.5, 1198.5(1), 2802 and Cal.
17 Code Civ. Proc. §1021.5;

18 18. For prejudgment interest, according to proof; and

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

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff Blanca Lilia Lopez Chavez hereby respectfully requests a trial by jury for all
22 claims and issues raised in her Complaint that may be entitled to a jury trial.

23
24 LIPELES LAW GROUP, APC

25 Date: August 14, 2024

26
27 By: 

28 Kevin A. Lipeles
Attorneys for Plaintiff
Blanca Lilia Lopez Chavez