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KENYN EDUARDO MEJIA

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF SAN DIEGO**

9 KENYN EDUARDO MEJIA, an
10 individual,

11 Plaintiff,

12 vs.

13 EVERYTHING CREATIVE, INC., a
14 California corporation; DANNI
15 KAPLAN, an individual; GUILLERMO
16 CORTEZ, an individual; ALEXANDRO
TORRES, an individual; and DOES 1
through 100, inclusive,

17 Defendants.
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CASE NO.: 24CU020437C

COMPLAINT FOR:

1. **SEXUAL HARASSMENT IN VIOLATION OF GOVT. CODE §12940(j);**
2. **HARASSMENT BASED ON SEX IN VIOLATION OF GOVT. CODE §12940 (j);**
3. **HOSTILE WORK ENVIRONMENT IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
4. **RETALIATION IN VIOLATION OF GOVT. CODE §12940 ET SEQ.;**
5. **FAILURE TO PREVENT HARASSMENT FROM OCCURRING IN VIOLATION OF GOVT. CODE §12940(k);**
6. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY IN VIOLATION OF GOVT. CODE §12940 et seq.;**
7. **FAILURE TO PAY PREMIUM OVERTIME TIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194, 1198; IWC Wage Order No. 7);**
8. **FAILURE TO PAY MINIMUM WAGES (Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 7);**
9. **FAILURE TO PROVIDE MEAL**

PERIODS (Cal. *Labor Code* §226.7; IWC Wage Order No. 7);
10. FAILURE TO PROVIDE REST PERIODS (Cal. *Labor Code* §226.7; IWC Wage Order No. 7);
11. WAITING TIME PENALTIES (Cal. *Labor Code* §226; IWC Wage Order No. 7);
12. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. *Labor Code* §§201-203);
13. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. *Labor Code* §2802);
14. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5); and
15. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.).

DEMAND FOR A JURY TRIAL

KENYN EDUARDO MEJIA (“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. This Court also has jurisdiction over this Complaint under *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 identified herein, occurred in San Diego County and because Defendant Everything Creative, Inc., owned and operated their business in San Diego County.

II. PARTIES

3. At all times relevant hereto, Plaintiff Kenyn Eduardo Mejia (hereinafter “Plaintiff”) was an individual over age 18 and a resident of Whittier, California.

1 4. Plaintiff is informed and believes and thereon alleges that at all times material
2 hereto, Defendant Everything Creative, Inc. ("EC"), has been, and is a California corporation,
3 with a principal place of business at 9040 Activity Road, Suite A, San Diego, CA 92126. At all
4 times material hereto, EC has been, and is an interior design and luxury real estate staging
5 company. Plaintiff is informed and believes and thereon alleges that at all times material hereto
6 EC has been authorized to do business and has been doing business in the State of California.

7 5. Plaintiff is informed and believes and thereon alleges that Defendant Danni
8 Kaplan ("Danni") is an individual, who at all times relevant herein, was a resident of San Diego
9 County. Danni is the owner/manager of EC.

10 6. Plaintiff is informed and believes and thereon alleges that Defendant Alexandro
11 Torres ("Alexandro") is an individual, who at all times relevant herein, was a resident of San
12 Diego County. Alexandro is an employee of EC and was a former supervisor of Plaintiff.

13 7. Plaintiff is informed and believes and thereon alleges that Defendant Guillermo
14 Cortez ("Guillermo") (collectively with EC, Danni and Alexandro "Defendants") is an
15 individual, who at all times relevant herein, was a resident of San Diego County. Guillermo is
16 an employee of EC and was a former co-worker of Plaintiff.

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

22 9. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
23 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
24 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
25 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
26 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
27 individual person who owned, controlled, or managed the business for which Plaintiff worked
28 and/or who directly or indirectly exercised operational control over the wages, hours, and

1 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director
2 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
3 Defendants, which included decision-making responsibility for, and establishment of, sexual
4 harassment and wage and hour violations for Defendants which have damaged Plaintiff.
5 Therefore, Does 1 through 100, in addition to the remaining Defendants, are “employers” as a
6 matter of law and are liable on the causes of action alleged herein.

7 10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
8 through 100 are, and at all times relevant hereto were, persons, corporations or other business
9 entities organized and existing under and by virtue of the laws of the State of California, and
10 are/were qualified to transact and conduct business in the State of California, and did transact
11 and conduct business in the State of California, and are thus subject to the jurisdiction of the
12 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
13 employ persons, conduct business and engage in sexual harassment and wage violations in the
14 County of San Diego.

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

19 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
20 **ACTION**

21 **Employment Information**

22 12. Plaintiff was an employee of EC since in or about October 2022. Plaintiff
23 worked as a Stay Assistant for EC. Plaintiff drove vehicles and loaded trucks. Plaintiff worked
24 7 or more hours per day and was paid \$24.00 per hour. Plaintiff was employed at EC until
25 September 5, 2024, when he was wrongfully terminated.

26 **Sexual Harassment and Wrongful Termination**

27 13. Plaintiff was denied a work environment free of sexual harassment and was
28 targeted for wrongful termination on or about September 5, 2024.

1 14. Beginning in or about November 2022, Plaintiff was sexually harassed by a
2 team lead, Guillermo. Guillermo would grab and slap Plaintiff's butt. He would also make
3 comments to Plaintiff such as "what a good-looking ass." Plaintiff told Guillermo to stop
4 harassing him, but Guillermo would not listen.

5 15. On or about June 4, 2024, Plaintiff had an altercation with Guillermo and
6 Plaintiff decided to leave EC.

7 16. Thereafter, Plaintiff's supervisor, Alexandro, started to treat Plaintiff rudely and
8 that same day told Plaintiff to take some days off.

9 17. On or about June 5, 2024, Plaintiff reported the sexual harassment to Danni and
10 had a meeting with Danni. Danni told Plaintiff not to worry about the issue and that she would
11 speak to Guillermo. However, nothing resulted from Plaintiff's discussion with Danni.

12 18. On or about June 7, 2024, Plaintiff returned to work.

13 19. The harassment by Guillermo continued.

14 20. On or about July 22, 2024, Plaintiff had a second meeting with Danni. At that
15 time, Plaintiff told Danni that if nothing was done to stop the harassment, he would resign as
16 of September 5, 2024.

17 21. Thereafter, Plaintiff decided not to resign and continue working. However,
18 Danni told Plaintiff that she already made the decision to let him go as of September 5, 2024.

19 22. As a result of the harassment and discrimination, Plaintiff suffered emotional
20 distress.

21 23. EC's wrongful termination of Plaintiff was motivated by Plaintiff's complaints
22 about sexual harassment.

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

25 25. On October 30, 2024, Plaintiff filed an administrative complaint with the
26 Department of Fair Employment and Housing ("DFEH") alleging sexual harassment by EC,
27 Danni, Alexandro and Guillermo. On October 30, 2024, the DFEH issued to Plaintiff a Right
28 to Sue Notice as to EC, Danni, Alexandro and Guillermo.

1 26. Pursuant to the California Labor Code, Plaintiff intends to file a notice with
2 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants
3 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to
4 amend this Complaint once he completes and complies with the provisions under the law.

5 **Wage and Hour Violations**

6 27. The employment by Defendant of Plaintiff is governed by Industrial Welfare
7 Commission Wage Order 7, which covers those persons employed in the mercantile industry.

8 28. Plaintiff was not compensated at the correct rate for all the overtime hours he
9 worked.

10 29. Plaintiff was not afforded any meal breaks, his meal breaks were afforded late
11 and/or interrupted.

12 30. Plaintiff was not afforded rest breaks and/or his rest breaks were interrupted.

13 31. As a result of EC failure to afford Plaintiff compliant meal/rest breaks, the wage
14 statements issued to him did not comply with Labor Code §226 and California Industrial
15 Welfare Commission ("IWC") Wage Order 7 in that they did not accurately reflect all wages
16 earned and due and owing.

17 32. As a further result of EC's failure to afford compliant meal/rest breaks to
18 Plaintiff, when Plaintiff left their employ, he was not timely paid all wages due him, as required
19 by Labor Code §§ 201, 202 and Wage Order No. 7.

20 33. Plaintiff was not reimbursed for his necessary business expenses relating to use
21 of his personal cell phone and vehicle.

22 34. EC failed to allow Plaintiff to inspect his employment records.

23 **FIRST CAUSE OF ACTION**

24 **(Sexual Harassment in violation of Government Code 12940(j)– By Plaintiff Against**
25 **Defendants EC and Guillermo and Does 1 through 100)**

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

36. In perpetrating the above-described actions, EC and its owner, Danni, and employee, Guillermo, engaged in a pattern and practice of unlawful sexual harassment in violation of FEHA, *Government Code* §12940(j).

37. EC and/or their employee, Guillermo, sexually harassed Plaintiff. Guillermo would grab and slap Plaintiff's butt. He would also make comments to Plaintiff such as "what a good-looking ass." The harassment was sufficiently pervasive and severe as to alter the conditions of employment and create a hostile work environment.

38. As a proximate result of this sexual harassment in violation of public policy, Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe emotional distress, worry, fear, and special damages (including lost wages) all to his special and general damage, in the amount of at least \$1,000,000, according to proof at the time of trial.

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

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

SECOND CAUSE OF ACTION

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

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

42. The FEHA explicitly prohibits any employer or any other person from harassing an employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. *Gov. Code* § 12940(j).

1 43. EC was at all times material herein Plaintiff's employer pursuant to Government
2 Code sections 12940(d) and 12940(j)(4) and was therefore barred from harassing their
3 employees in violation of Government Code section 12940(j).

4 44. Defendants' harassment, as set forth above, created an abusive working
5 environment in violation of Government Code section 12940(j). EC and/or their
6 agents/employees, Danni, Alexandro and Guillermo, harassed Plaintiff and/or failed to take
7 immediate and appropriate corrective action. The harassment was sufficiently pervasive and
8 severe as to alter the conditions of employment and to create a hostile or abusive work
9 environment.

10 45. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
11 emotional distress and physical symptoms, pain and suffering, has lost income and related
12 benefits, past and future, and medical expenses, all to his damage in the sum of at least
13 \$1,000,000, according to proof.

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

16 47. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
17 and/or managing agents/employees of Defendant EC acting in an oppressive, fraudulent and
18 malicious manner in order to injure or damage Plaintiff, thereby justifying an award to him of
19 punitive damages.

20 **THIRD CAUSE OF ACTION**

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

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

25 49. The offensive conduct to which Plaintiff was subjected constitutes a hostile
26 work environment in violation to FEHA, California Government Code §12940 et seq. During
27 his employment, EC violated FEHA, California Government Code §12940 (j), by allowing
28 sexual harassment by their employees.

1 50. EC's harassment was hostile, abusive, continuous and pervasive to create a
2 hostile work environment for the Plaintiff.

3 51. EC's harassment was unwelcome, humiliating, offensive and adversely affected
4 the terms of Plaintiff's employment.

5 52. Plaintiff was subjectively offended by EC's conduct and any reasonable person
6 in Plaintiff's position would perceive EC conduct as being offensive, hostile and abusive.

7 53. As a direct result of EC's failure to take all reasonable steps necessary to prevent
8 sexual harassment, Plaintiff has suffered and will continue to suffer pain and suffering, extreme
9 and severe mental anguish and emotional distress, loss of earnings and earning capacity.
10 Plaintiff is hereby entitled to general and compensatory damages in at least \$1,000,000, subject
11 to proof at trial.

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

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

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

21 **FOURTH CAUSE OF ACTION**

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

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

26 58. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h),
27 which provides that it is unlawful to retaliate against a person "because the person has opposed
28

1 any practices forbidden under [Government Code sections 12900 through 12966] or because
2 the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

3 59. As a result of the sexual harassment, Plaintiff was denied the right to work in an
4 environment free of sexual harassment and was wrongfully terminated by EC.

5 60. EC's retaliatory conduct toward Plaintiff caused him emotional injury,
6 including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. EC retaliatory
7 conduct was a substantial factor and the proximate cause of Plaintiff's damages.

8 61. Plaintiff's complaints concerning sexual harassment was the reason EC retaliated
9 against him.

10 62. Plaintiff has suffered monetary damages, lost wages and privileges of
11 employment illegally caused by EC's sexual harassment in an amount within the jurisdiction of
12 this court, according to proof.

13 63. EC's conduct was the proximate cause of the Plaintiff's damages.

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

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

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

23 **FIFTH CAUSE OF ACTION**

24 **(Failure to Prevent Harassment from Occurring in Violation of Government Code**
25 **§12940(k) - By Plaintiff Against Defendant EC and Does 1 through 100)**

26 67. Plaintiff realleges and incorporates by reference all of the allegations set forth
27 above in the Complaint.
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1 68. Plaintiff alleges that EC violated Government Code §12940(k) by failing to take
2 all reasonable steps to prevent sexual harassment from occurring.

3 69. EC conduct in subjecting Plaintiff to sexual harassment constituted breach of
4 their duty under FEHA, including the duty to take immediate and appropriate corrective action
5 and to take all reasonable steps to prevent the sexual harassment and retaliation from occurring
6 pursuant to California Government Code Section 12940(k).

7 70. EC knew or reasonably should have known of Plaintiff's co-worker's propensity
8 for engaging in unlawful, harassing conduct in the workplace, and EC should have restrained
9 Plaintiff's co-worker's from engaging in unlawful, harassing conduct towards Plaintiff. EC
10 failed to take all reasonable steps necessary to prevent the retaliation and harassment from
11 occurring.

12 71. Plaintiff is informed and believes and thereupon alleges that EC failed to
13 provide adequate training to their owners and managers to prevent sexual harassment from
14 occurring.

15 72. EC's conduct was the proximate cause of Plaintiff's damages.

16 73. As a direct result of EC's failure to take all reasonable steps necessary to prevent
17 sexual harassment, Plaintiff has suffered and will continue to suffer pain and suffering, extreme
18 and severe mental anguish and emotional distress, loss of earnings and earning capacity.
19 Plaintiff is hereby entitled to general and compensatory damages in the amount of at least
20 \$1,000,000, according to proof at trial.

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

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

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

SIXTH CAUSE OF ACTION

(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 et seq. – By Plaintiff Against Defendant EC Does 1 through 100)

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

78. Plaintiff alleges that significant policies exist in the State of California that prohibit sexual harassment, retaliation, wrongfully terminating an employee due to sexual harassment and protesting against unlawful employment practices. Among others, the right to be free from harassment and retaliation are codified in the California and United States Constitutions and the provisions of Government Code §§12900 *et seq.*

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

80. EC, acting through its owner and employees, intentionally created and knowingly permitted the sexual harassment.

81. EC wrongfully terminated Plaintiff in violation of important and well-established public policies, including, but not limited to, policies against sexual harassment.

82. EC's wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount within the jurisdiction of this Court, according to proof.

83. As a further proximate result of the unlawful acts of EC as alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and emotional and physical distress that a reasonable person would suffer upon losing his job. As a result of such actions and consequent harm, Plaintiff has suffered such damages of at least \$1,000,000, subject to proof.

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84. The above acts of EC constituted a wrongful termination of Plaintiff and were in violation of public policy as described above. Such termination was a substantial factor in causing damage and injury to Plaintiff as set forth below.

85. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to, complaining about being sexually harassed was the reason for Plaintiff's wrongful termination.

86. As a result of EC's conduct, Plaintiff is entitled to recover punitive damages in amount according to proof at trial.

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

SEVENTH CAUSE OF ACTION

(Failure to Pay Premium Overtime Wages Due in Violation of Cal. *Labor Code* §§ 510, 511, 558, 1194, 1198 – By Plaintiff Against Defendants EC and Danni Does 1 through 100)

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

89. During Plaintiff's entire employment with EC, pursuant to Cal. Lab. Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 7, EC and Danni were required to compensate Plaintiff with premium pay for all overtime 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.

90. 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/double time wages due, including interest thereon, together with reasonable attorneys' fees and costs of suit.

91. California Labor Code section 510, subdivision (a), states in relevant part:

Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work

1 in excess of eight hours on any seventh day of a workweek shall be compensated
2 at the rate of no less than twice the regular rate of pay of an employee.

3 92. Further, California Labor Code section 1198 provides,

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

9 93. Pursuant to IWC Wage Order No. 7-2001, § 3, "Employment beyond eight (8)
10 hours in any workday is permissible provided the employee is compensated for such overtime
11 at not less than: ...(b) Double the employee's regular rate of pay for all hours worked in excess
12 of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
13 (7th) consecutive day of work in a workweek."

14 94. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

28 95. Pursuant to Cal. Labor Code §558.1:

1 (a) Any employer or other person acting on behalf of an employer, who
2 violates, or causes to be violated, any provision regulating...hours and days of
3 work in any order of the Industrial Welfare Commission, or violates, or causes
4 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
5 such violation.

6 (b) For purposes of this section, the term "other person acting on behalf of
7 an employer" is limited to a natural person who is an owner, director, officer, or
8 managing agent of the employer, and the term "managing agent" has the same
9 meaning as in subdivision (b) of Section 3294 of the Civil Code.

10 (c) Nothing in this section shall be construed to limit the definition of
11 employer under existing law.

12 96. Danni is a person acting on behalf of EC and is therefore liable to Plaintiff as an
13 employer. Danni caused the laws relating to overtime to be violated.

14 97. Plaintiff at times was required to work overtime hours. However, Plaintiff was
15 not paid time and one half when he worked overtime. Instead, Plaintiff was paid his regular rate
16 of pay.

17 98. Throughout Plaintiff's employment, EC and Danni failed and refused to pay and
18 properly calculate overtime compensation to Plaintiff as required by law.

19 99. The foregoing overtime compensation is owed and unpaid. As a direct and
20 proximate result of EC and Danni's failure and refusal to pay overtime compensation, Plaintiff
21 suffered damages in the amount of at least \$119,808.00, to be proven at trial.

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

25 **EIGHTH CAUSE OF ACTION**

26 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
27 **119, IWC Wage Order No. 7 – By all Plaintiff Against Defendants EC and Danni Does 1**
28 **through 100)**

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

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

13 103. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

27 104. Pursuant to Cal. Labor Code §558.1:
28

1 (c) Any employer or other person acting on behalf of an employer, who
2 violates, or causes to be violated, any provision regulating...hours and days of
3 work in any order of the Industrial Welfare Commission, or violates, or causes
4 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
5 such violation.

6 (d) For purposes of this section, the term “other person acting on behalf of
7 an employer” is limited to a natural person who is an owner, director, officer, or
8 managing agent of the employer, and the term “managing agent” has the same
9 meaning as in subdivision (b) of Section 3294 of the Civil Code.

10 (c) Nothing in this section shall be construed to limit the definition of
11 employer under existing law.

12 105. Danni is a person acting on behalf of EC and is therefore liable to Plaintiff as an
13 employer. Danni caused the laws relating to minimum wages to be violated.

14 106. Here, Plaintiff was not paid minimum wages due to EC and Danni’s failure to
15 afford Plaintiff compliant meal/rest breaks.

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

19 108. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
20 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
21 *Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under
22 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
23 the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*,
24 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
25 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
26 minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
27 (N.D. Cal. 2016).

109. Plaintiff suffered and continued to suffer losses related to the use and enjoyment of compensation due and owing to him as a direct result of EC and Danni's unlawful acts and Labor Code violations in the amount of at least \$119,808, according to proof at trial.

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

111. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendants EC and Danni owe him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

NINTH CAUSE OF ACTION

**(For Failure to Provide Meal Breaks in violation of Cal. Labor Code §226.7– By Plaintiff
Against Defendants EC and Danni Does 1 through 100)**

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

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

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

115. IWC Wage Order No. 7 provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-minutes, except that when a work period of not more than six (6) hours will complete the

1 day's work the meal period may be waived by mutual consent of the employer and the
2 employee."

3 116. IWC Wage Order No. 7 further provides, in relevant part: "Unless the employee
4 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
5 'on duty' meal period and counted as time worked."

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

17 118. The Labor Code and IWC Wage Order No. 7 provisions cited above require
18 California employers to provide employees with off-duty 30-minute meal periods on or before
19 the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make
20 employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their
21 shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on
22 or before the fifth hour of their shifts.

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

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

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

4 (2) For each subsequent violation, one hundred dollars (\$100) for each
5 underpaid employee for each pay period for which the employee was
6 underpaid in addition to an amount sufficient to recover underpaid
7 wages.

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

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

12 120. Pursuant to Cal. Labor Code §558.1:

13 (e) Any employer or other person acting on behalf of an employer, who
14 violates, or causes to be violated, any provision regulating...hours and days of
15 work in any order of the Industrial Welfare Commission, or violates, or causes
16 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
17 such violation.

18 (f) For purposes of this section, the term "other person acting on behalf of
19 an employer" is limited to a natural person who is an owner, director, officer, or
20 managing agent of the employer, and the term "managing agent" has the same
21 meaning as in subdivision (b) of Section 3294 of the Civil Code.

22 (c) Nothing in this section shall be construed to limit the definition of
23 employer under existing law.

24 121. Danni is a person acting on behalf of EC and is therefore liable to Plaintiff as an
25 employer. Danni caused the laws relating to meal breaks to be violated.

26 122. At times, Plaintiff was not afforded meal breaks, his meal breaks were afforded
27 late and/or interrupted.

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1 123. EC and Danni further violated IWC Wage Order No. 7 and Labor Code
2 § 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate
3 of pay for each work day that the meal period was not provided, in an amount according to
4 proof. This amount remains owed and unpaid.

5 124. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
6 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
7 § 226.7(b).

8 125. As a direct and proximate result of EC and Danni's unlawful conduct as
9 alleged herein, Plaintiff has sustained economic damages, including but not limited to unpaid
10 wages and lost interest, in an amount to be established at trial, and is entitled to recover
11 economic and statutory damages, attorneys' fees and penalties and other appropriate relief due
12 to EC violations of the California Labor Code and the applicable IWC Wage Orders.

13 **TENTH CAUSE OF ACTION**

14 **(For Failure to Provide Rest Breaks in violation of Cal. Labor Code §226.7– By Plaintiff**
15 **Against Defendants EC and Danni Does 1 through 100)**

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

18 127. Labor Code § 226.7 and IWC Wage Order No. 7 provide that employers shall
19 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
20 per four hours of work, or major fraction thereof.

21 128. Labor Code § 226.7 and IWC Wage Order No. 7 provide that if an employer
22 fails to provide an employee with rest periods in accordance with those provisions, the
23 employer shall pay the employee one hour of pay at the employee's regular rate of
24 compensation for each workday that the rest periods were not so provided.

25 129. California Labor Code section 558 provides in pertinent part:

26 (a) Any employer or other person acting on behalf of an employer who
27 violates, or causes to be violated, a section of this chapter or any
28 provision regulating hours and days of work in any order of the

1 Industrial Welfare Commission shall be subject to a civil penalty as
2 follows:

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

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

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

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

11 130. Pursuant to Cal. Labor Code §558.1:

12 (g) Any employer or other person acting on behalf of an employer, who
13 violates, or causes to be violated, any provision regulating...hours and days of
14 work in any order of the Industrial Welfare Commission, or violates, or causes
15 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
16 such violation.

17 (h) For purposes of this section, the term "other person acting on behalf of
18 an employer" is limited to a natural person who is an owner, director, officer, or
19 managing agent of the employer, and the term "managing agent" has the same
20 meaning as in subdivision (b) of Section 3294 of the Civil Code.

21 (c) Nothing in this section shall be construed to limit the definition of
22 employer under existing law.

23 131. Danni is a person acting on behalf of EC and is therefore liable to Plaintiff as an
24 employer. Danni caused the laws relating to rest breaks to be violated.

25 132. EC and Danni have intentionally and improperly failed to afford any second rest
26 periods to Plaintiff in violation of Labor Code § 226.7 and IWC Wage Order No. 7. Further,
27 Plaintiff's one rest break was at times interrupted.

28 133. At all times relevant hereto, Plaintiff has worked 7 or more hours daily.

1 134. By virtue of EC and Danni's unlawful failure to provide compliant rest periods
2 to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which
3 are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and
4 which will be ascertained according to proof at trial.

5 **ELEVENTH CAUSE OF ACTION**

6 **(Waiting Time Penalties in Violation of Labor Code §226 - By Plaintiff Against**
7 **Defendants EC and Danni Does 1 through 100)**

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

10 136. At all times relevant hereto, EC and Danni failed to issue payrolls statements to
11 Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did
12 not properly and accurately pay him premium pay for overtime, minimum wages and meal/rest
13 breaks not afforded.

14 137. EC knowingly and intentionally failed to comply with *Labor Code* §226(a),
15 causing damage to Plaintiff. These damages, including but not limited to, costs expended
16 calculating the actual hours worked and the amount of employment taxes which were not
17 properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff
18 elects to recover liquidated damages of \$50.00 for the initial pay period in which the violations
19 occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to *Labor Code* §
20 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

21 138. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
22 attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).

23 **TWELFTH CAUSE OF ACTION**

24 **(Failure to Pay Wages Upon Termination and/or Resignation in violation of Labor Code**
25 **§§201-203 By Plaintiff Against Defendants EC and Danni and Does 1 through 100)**

26 139. Plaintiff realleges and incorporates by reference all of the allegations set forth in
27 this Complaint.
28

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

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

7 142. Plaintiff was wrongfully discharged from EC employ and EC willfully failed to
8 afford overtime, minimum wages and meal/rest breaks to Plaintiff and did not pay him
9 premium pay for overtime, minimum wages and meal/rest breaks not afforded.

10 143. EC terminated Plaintiff on September 5, 2024, yet failed to pay him wages due
11 to him.

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

14 **THIRTEENTH CAUSE OF ACTION**

15 **(For Failure to Reimburse Business Expenses in Violation of Cal. Labor Code § 2802 By**
16 **Plaintiff Against Defendants EC and Danni and Does 1 through 100)**

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

19 146. Labor Code §2802 requires employers to indemnify employees for all necessary
20 expenditures incurred by employees in the discharge of their duties.

21 147. At all times relevant herein, Defendants EC and Danni were aware that Plaintiff
22 was using his personal vehicle and cell phone for business, but failed to indemnify Plaintiff for
23 all his business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed
24 and believes and thereon alleges that at all relevant times, Defendant maintained a practice of
25 not reimbursing Plaintiff for his work-related expenses that he incurred in using his own
26 vehicle and cell phone for work-related purposes.

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148. As a result of Defendants EC and Danni's conduct, Plaintiff suffered damages in an amount, subject to proof, to the extent he was not reimbursed for all of his business-related expenses incurred in the discharge of his duties.

149. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of his unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

FOURTEENTH CAUSE OF ACTION

(Failure to Allow Inspection of Employment Records in Violation of Cal. *Labor Code* §1198.5 By Plaintiff Against Defendants EC and Danni and Does 1 through 100)

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

151. California Labor Code Section 1198.5 provides:

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

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

(k) If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified I

this section... the current or former employee may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

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

152. Additionally, pursuant to IWC Wage Order No. 7, at section 7 re: Records, employers are required to keep accurate payroll records on each employee, and such records must be made readily available for inspection by the employee upon reasonable request. The employer must also maintain accurate production records.

153. On or about October 9, 2024, Plaintiff's counsel issued a written request to EC for copies of his personnel records.

154. Under California Labor Code Sections 226, 432 and 1198.5, such records were to include all records relating to Plaintiff's hours worked, wage statements and compensation. Plaintiff's counsel and EC and Danni did not enter into an agreement to enlarge the time for EC and Danni's compliance, and EC and Danni have failed and refused to permit Plaintiff copies of his records.

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

FIFTEENTH CAUSE OF ACTION

**(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. &
Prof. Code §17200 et. seq. – By Plaintiff Against Defendants EC and Danni Does 1
through 100)**

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

1 157. California Business & Professions Code § 17200 *et seq.* prohibits acts of unfair
2 competition, which shall mean and include any "unlawful and unfair business practices."

3 158. EC and Danni's conduct as alleged herein has been and continues to be unfair,
4 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
5 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
6 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
7 therefore has standing to bring this suit for restitution.
8

9 159. Payment of overtime, minimum wages, affording of meal/rest breaks and
10 reimbursing business expenses are fundamental public policies of the State of California. It is
11 also the public policy of this State to enforce minimum labor standards, to ensure that
12 employees are not required or permitted to work under substandard and unlawful conditions,
13 and to protect those employers who comply with the law from losing competitive advantage to
14 other employers who fail to comply with labor standards and requirements.

15 160. EC and Danni failed to pay Plaintiff overtime, minimum wages, to afford
16 Plaintiff meal/rest breaks and reimburse business expenses.

17 161. Through the conduct alleged herein, EC and Danni acted contrary to these
18 public policies and has thus engaged in unlawful and/or unfair business practices in violation of
19 Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits, and
20 privileges guaranteed to employees under California law.

21 162. EC and Danni regularly and routinely violated the following statutes and
22 regulations with respect to Plaintiff:

- 23 (a) *Lab. Code* §§ 510, 511, 558, 1194, 1198 (failure to pay overtime time);
24 (b) *Labor Code* § 1197 and Wage Order No. 7 (failure to pay minimum
25 wages);
26 (c) *Lab. Code* § 226.7 (failure to afford meal breaks);
27 (d) *Lab. Code* § 226.7 (failure to afford rest breaks);
28

- 1 (e) *Labor Code* § 226 (failure to provide accurate wage statements to
2 employees at the time of payment of wages);
3 (f) *Labor Code* §§ 202 and 203 (failure to pay wages due at termination)
4 (g) *Labor Code* § 2802 (failure to reimburse business expenses); and
5 (h) *Labor Code* §1198.5 (failure to allow inspection of employment
6 records).

7
8 163. By engaging in these business practices, which are unfair business practices
9 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, EC and Danni harmed Plaintiff and
10 gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
11 entitled to obtain restitution of these funds.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
14 and against Defendants, and each of them, as follows:

- 15 1. For compensatory damages for lost wages and employment benefits, in the
16 amount of at least \$119,808, according to proof;
17 2. For compensatory damages in the amount of unpaid overtime due to Plaintiff in
18 the amount of at least \$119,808, according to proof;
19 3. For compensatory damages in the amount of unpaid minimum wages due to
20 Plaintiff in the amount of at least \$119,808, according to proof;
21 4. For compensatory damages for physical and emotional distress, in at least
22 \$1,000,000, subject to proof;
23 5. For an award of consequential damages, according to proof;
24 6. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each
25 workday that a meal and/or rest period was not provided;
26 7. For payment of unpaid wages in accordance with California labor and
27 employment law;
28 8. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

- 1 9. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
2 §203, in an amount equal to his respective daily rates of pay at the time of termination or
3 layoff, multiplied by the total amount of days elapsed between the date of the involuntary
4 termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30
5 days' pay, according to proof;
- 6 10. For specific relief enforcing waiting time penalties of 30 days of per diem wages
7 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
- 8 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 226.7, according to
9 proof;
- 10 12. For prejudgment interest accrued on all due and unpaid overtime and minimum
11 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
12 1194(a), according to proof;
- 13 13. For compensatory damages in the amount of Plaintiff's out of pocket expenses
14 for using his personal vehicle and cell phone and/or reimbursement of monies incurred while
15 performing Defendants EC and Danni's business-related duties plus interest, costs and
16 attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);
- 17 14. For reasonable costs, including attorneys' fees, in an amount according to proof
18 pursuant to *Government Code* § 12965(b), *Cal. Labor Code* §§1194, 218.5, 1198.5(1), 2802
19 and/or *Cal. Code Civ. Proc.* §1021.5;
- 20 15. For injunctive relief ordering the continuing unfair business acts and practices to
21 cease, as the Court deems just and proper;
- 22 16. For other injunctive relief ordering EC and Danni to notify Plaintiff that he has
23 not been paid the proper amounts in accordance with California law;
- 24 17. For injunctive relief requiring Defendants to comply with Labor Code
25 1198.5(b)(1);
- 26 18. For punitive and exemplary damages in a sum to be determined at trial;
- 27 19. For costs of suit, generally and pursuant to Code of Civil Procedure §1021.5;
- 28 and

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

DEMAND FOR JURY TRIAL

Plaintiff Kenyn Eduardo Mejia hereby respectfully requests a trial by jury for all claims and issues raised in his Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: October 30, 2024

By: Shana Villoria
Shana L. Villoria
Attorneys for Plaintiff
Kenyn Eduardo Mejia