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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Sophia Felix, Deputy Clerk

Attorneys for Plaintiff MARIA RODRIGUEZ

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

MARIA RODRIGUEZ, an individual, on behalf
of herself and all other aggrieved employees,

Plaintiff,

vs.

GOODWILL INDUSTRIES OF SAN DIEGO
COUNTY; and DOES 1 through 10 inclusive,

Defendants.

Case No. 37-2023-00026630-CU-OE-CTL

REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)

1 Plaintiff MARIA RODRIGUEZ (“Plaintiff”), individually and on behalf of other aggrieved
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys
3 General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against GOODWILL
4 INDUSTRIES OF SAN DIEGO COUNTY, a California nonprofit public benefit corporation
5 (“GOODWILL SAN DIEGO”) and DOES 1 through 10 inclusive (collectively, “Defendants”), and
6 hereby alleges with knowledge with respect to her own acts and on information and belief as to other
7 matters as follows:

8 **INTRODUCTION**

9 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
10 brought by Plaintiff on behalf of herself and all current and former employees of Defendants employed
11 in California during the PAGA Period (collectively, “Aggrieved Employees”). The term “PAGA
12 Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice of Labor
13 Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants
14 through the date of final judgment.

15 2. GOODWILL SAN DIEGO operates through the resale and recycling of donated goods.

16 3. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
17 Defendants and performed work for Defendants in San Diego County.

18 4. Defendants have engaged in a systematic pattern of wage and hour violations under the
19 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent
20 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
21 wages (including minimum, regular, overtime, and double time wages), failing to provide compliant
22 meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon
23 separation of employment, failing to provide accurate itemized wage statements, failing to maintain
24 accurate records of hours worked, failing to reimburse business expenses, and retaliating against
25 employees for engaging in quintessential protected activity.

26 5. Plaintiff’s representative PAGA action is brought under, *inter alia*, the California
27 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California
28 Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections

1 98.6, 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232.5(c), 510, 511, 512, 558,
2 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 6310.

3 6. Plaintiff brings this representative action on behalf of herself and other Aggrieved
4 Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2
5 and 2698, *et seq.* against Defendants.

6 **JURISDICTION AND VENUE**

7 7. This Court has jurisdiction over all causes of action asserted herein pursuant to the
8 California Constitution, Article VI, Section 10, which grants the superior courts original jurisdiction
9 in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint
10 arises under California law. Further, this is a representative PAGA action and the monetary damages,
11 restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of
12 this Court and will be established according to proof at trial. In addition, PAGA penalties cannot be
13 aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

14 8. This Court has personal jurisdiction over all Defendants because each defendant has
15 sufficient minimum contacts with California, having intentionally availed itself of the California forum
16 so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of
17 fair play and substantial justice.

18 9. Venue in San Diego County is proper under California Business & Professions Code
19 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
20 Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County,
21 Defendants conduct substantial business in this County, and/or Defendants' liability arose in this
22 County.

23 **PARTIES**

24 10. Plaintiff MARIA RODRIGUEZ is an individual residing in California. Defendants
25 employed Plaintiff as a non-exempt employee during the PAGA Period and Plaintiff's employment
26 with Defendants ended within one (1) year of the filing of this action. Plaintiff's job duties consisted
27 of, *inter alia*, assisting customers with sales transactions, as well as other ancillary cashier/sales duties.

28 11. Defendant GOODWILL SAN DIEGO is a California nonprofit public benefit

1 corporation, having its principal place of business in San Diego County. GOODWILL SAN DIEGO
2 is, and at all relevant times was, an employer subject to California state wage and hour laws.
3 GOODWILL SAN DIEGO's practices and policies described in this Complaint were implemented
4 and/or maintained during the PAGA Period. Plaintiff performed work at GOODWILL SAN DIEGO's
5 store in San Diego County, California during the PAGA Period.

6 12. Defendants continue to employ non-exempt employees within California.

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

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

21 15. Defendants, each and all of them, at all times relevant, were the joint employers, parent
22 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
23 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
24 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
25 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
26 of Plaintiff's damages alleged herein.

27 16. There exists a unity of interest in ownership between Defendants and DOES 1 through
28 10, inclusive, such that any individuality and separateness between the individual and the corporation

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

11 17. At all relevant times, Defendants were agents of each other and acting within the course
12 and scope of their agency.

13 **GENERAL ALLEGATIONS**

14 18. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees
15 as non-exempt employees.

16 19. At all relevant times, Defendants were advised by skilled lawyers, employees and other
17 professionals who were knowledgeable about California wage and hour law, employment and
18 personnel practices, and the requirements of California.

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

22 21. Defendants knew or should have known they had a duty to compensate Plaintiff and/or
23 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but
24 willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

25 22. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other
26 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of
27 pay, overtime and double time wages, and that they were not receiving minimum, regular, overtime,
28 and double time wages for all work that was required to be performed. On information and belief,

1 during the PAGA Period, Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or
2 12 hours per workday and/or over 40 hours per workweek. In violation of the Labor Code, Defendants
3 failed to pay the minimum, regular, overtime, and double time rate of pay to Plaintiff and/or other
4 Aggrieved Employees for all hours worked. Defendants required Plaintiff and/or other Aggrieved
5 Employees to complete work-related tasks off the clock. Defendants rounded Plaintiff and/or other
6 Aggrieved Employees' hours worked, thereby depriving them of wages for all hours worked at the
7 legally mandated rates. Defendants did not compensate Plaintiff and/or other Aggrieved Employees
8 for all hours worked because Plaintiff and/or other Aggrieved Employees were regularly on-duty
9 during their meal and/or rest periods. Defendants also failed to accurately calculate the regular rate of
10 pay, and thereby the proper overtime and double time rate of pay, for Plaintiff and/or other Aggrieved
11 Employees. Finally, Defendants failed to accurately calculate Plaintiff and/or other Aggrieved
12 Employees' sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other
13 Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved
14 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved
15 Employees' total hours worked in the full pay periods of the prior 90 days of employment.

16 23. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
17 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
18 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
19 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees
20 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to
21 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks. In
22 addition, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other
23 Aggrieved Employees second meal periods when they worked more than 10 hours. Moreover,
24 Defendants rounded Plaintiff and/or other Aggrieved Employees' time punches for meal periods.
25 Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other
26 Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they
27 worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff
28 and/or other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every

1 day in which they were denied a compliant meal period.

2 24. **Rest Period Violations:** Defendants knew or should have known that Plaintiff and
3 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
4 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
5 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff
6 and/or other Aggrieved Employees missed their rest breaks or had them interrupted or governed by
7 Defendants' practices and policies. Plaintiff and/or other Aggrieved Employees also failed to adopt
8 and implement a practice of providing third rest breaks when Plaintiff and/or other Aggrieved
9 Employees worked over 10 hours. Notwithstanding the above rest break violations, Defendants failed
10 to compensate Plaintiff and/or other Aggrieved Employees with an additional hour of pay at their
11 regular rate of pay for every day in which they suffered a rest period violation.

12 25. **Unreimbursed Business Expenses:** Defendants knew or should have known that
13 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
14 related business expenses. Plaintiff and other Aggrieved Employees incurred out-of-pocket expenses
15 to perform their job duties without reimbursement, including cell phone expenses incurred for
16 discussing work-related matters.

17 26. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
18 other Aggrieved Employees who separated from their employment with Defendants during the
19 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
20 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
21 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
22 rest period premiums, and reimburse expenses.

23 27. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
24 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.
25 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
26 not furnished with complete and accurate wage statements that show all information required by Labor
27 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
28 all applicable hourly rates in effect during the pay period, and the corresponding number of hours

1 worked at each hourly rate.

2 28. **Failure to Keep Accurate Records:** Defendants knew or should have known that
3 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other
4 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
5 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
6 and/or omissions described throughout this Complaint.

7 29. **Retaliation for Engaging in Protected Activity:** Plaintiff and/or other Aggrieved
8 Employees engaged in quintessential protected activity by making complaints directly to Defendants'
9 supervisors regarding unsafe working conditions and work practices in their place of employment. For
10 example, Plaintiff complained to her supervisor that a male employee at Defendants' store refused to
11 pick up broken glass that shattered right in front of him. Shortly after Plaintiff engaged in this protected
12 activity, Defendants discriminated against Plaintiff and later directly and/or indirectly threatened her
13 with discharge. In addition, Plaintiff and/or other Aggrieved Employees engaged in quintessential
14 protected activity by making complaints to Defendants regarding workplace conditions they
15 reasonably believed to be illegal. For example, after the broken glass incident described above,
16 Plaintiff made protected complaints to Defendants regarding the same male employee creating a
17 hostile working environment by, among other things, spraying Plaintiff's buttocks with "Glade" (a
18 clean linen spray), invading Plaintiff's personal space, throwing pens, and ridiculing Plaintiff and other
19 employees in the workplace. Even though Defendants were aware of the male employee's ongoing
20 harassment of Plaintiff, Defendants did nothing to prevent such harassment. Plaintiff specifically
21 reported her supervisor to Defendants' Human Resources Department for Defendants' nonfeasance.
22 Shortly after Plaintiff engaged in this protected activity, rather than address the male employee's
23 harassment of Plaintiff or discipline him, Defendants' discriminated, retaliated, and/or took adverse
24 actions against Plaintiff.

25 30. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
26 willful.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

4 **(Against All Defendants)**

5 31. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
6 fully set forth herein.

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

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

16 34. On April 20, 2023, Plaintiff gave written notice of the specified provisions alleged to
17 have been violated, including the facts and theories to support the alleged violations, as required by
18 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
19 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
20 More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice
21 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
22 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
23 herself and all other Aggrieved Employees under PAGA.

24 35. For all provisions of the Labor Code except those for which a civil penalty is
25 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
26 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
27 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
28 Defendants violated these provisions of the Labor Code.

1 36. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
2 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
3 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
4 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
5 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
6 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
7 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
8 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
9 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
10 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
11 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
12 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
13 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
14 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
15 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
16 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
17 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

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

25 38. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
26 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
27 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
28 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is

1 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
2 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
3 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
4 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

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

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

14 41. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates
15 numerous Labor Code sections including, but not limited to, the following:

16 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
17 1197.1, and 1198 as well as the City of San Diego’s Earned Sick Leave and Minimum Wage
18 Ordinance, San Diego Municipal Code (SDMC) Chapter 3, Article 9, Division 1 (§§ 39.0101-
19 39.0116), effective July 11, 2016 for failure to timely and unconditionally pay all earned wages
20 (including minimum, regular, overtime, and double time wages) owed to Plaintiff and other Aggrieved
21 Employees during employment and upon separation of employment;

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

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

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

1 (e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to
2 calculate sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other Aggrieved
3 Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved Employees' total
4 wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved Employees' total
5 hours worked in the full pay periods of the prior 90 days of employment, in violation of Labor Code
6 Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy Families Act of 2014;

7 (f) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
8 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
9 Employees vested vacation wages;

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

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

14 (i) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
15 business expenses to Plaintiff and other Aggrieved Employees;

16 (j) Violation of Labor Code Sections 98.6, 232.5(c), 1102.5, and 6310 for
17 retaliating against Plaintiff and other Aggrieved Employees for engaging in quintessential protected
18 activity; and

19 (k) Violation of Labor Code Section 1199 for the foregoing Labor Code violations.

20 42. As set forth above, Defendants have violated numerous provisions of the Labor Code
21 regulating hours and days of work as well as the IWC Wage Orders.

22 43. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
23 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
24 above.

25 44. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil
26 Procedure Section 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff, on behalf of herself and the other Aggrieved Employees, prays for
3 judgment and the following specific relief against Defendants, jointly and severally, as follows:

4 1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved
5 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et*
6 *seq.*;

7 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
8 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
9 1021.5; and

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

11 Dated: June 26, 2023

ALAMI LAW GROUP

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13
14 By: 

15 David Alami
16 Shaheen Anthony Etemadi

17 Attorneys for Plaintiff MARIA RODRIGUEZ
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