Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Jon Takasugi

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| Attorneys for Plaintiff SHARON O'DONNELL | |
| | HE STATE OF CALIFORNIA |
| | |
| SHARON O'DONNELL, an individual, | CASE NO.: 21STCV00596 |
| Plaintiff, | [Assigned to Hon] |
| vs. | COMPLAINT FOR DAMAGES |
| RIOT GAMES INC., a business entity exact form unknown; NICOLAS LAURENT, an individual and DOES 1 through 100, inclusive, Defendants. | 1. HOSTILE ENVIRONMENT HARASSMENT IN VIOLATION OF THE FEHA; 2. QUID PRO QUO HARASSMENT IN VIOLATION OF FEHA; 3. DISCRIMINATION BASED ON SEX IN VIOLATION OF FEHA; 4. RETALIATION IN VIOLATION OF FEHA; 5. FAILURE TO PREVENT HARASSMENT, DISCRIMINATION AND RETALIATION IN VIOLATION OF FEHA; 6. FAILURE TO PAY ALL WAGES DUE INCLUDING STRAIGHT TIME AND OVER-TIME; 7. REPRESENTATIVE ACTION FOR VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE §17200; 8. FAILURE TO FURNISH TIMELY AND ACCURATE WAGE AND HOUR STATEMENTS; and 9. FAILURE TO PROVIDE MEAL AND REST PERIODS |
| | Michael F. Baltaxe, Esq. SBN: 129532 Payam I. Aframian, Esq. SBN: 299345 Victoria V. Felder, Esq. SBN: 304894 SOTTILE BALTAXE 28632 Roadside Drive, Suite 100 Agoura Hills, California 91301 Telephone: (818) 889-0050; Facsimile: (818) 88 Attorneys for Plaintiff SHARON O'DONNELL SUPERIOR COURT FOR TH FOR THE COUNT SHARON O'DONNELL, an individual, Plaintiff, vs. RIOT GAMES INC., a business entity exact form unknown; NICOLAS LAURENT, an individual and DOES 1 through 100, inclusive, |

DEMAND FOR A JURY TRIAL

Plaintiff SHARON O'DONNELL alleges and complains as follows:

- 1. Plaintiff SHARON O'DONNELL ("O'Donnell or Plaintiff") is an individual who at all times pertinent to this lawsuit was a resident of the County of Los Angeles, State of California. O'Donnell is entitled to the protections of the Fair Employment and Housing Act ("FEHA") because she is a female and engaged in protected activity as defined by the FEHA.
- 2. Plaintiff is informed and believes that Defendant RIOT GAMES INC. ("Riot") a business entity, exact form unknown, authorized to and doing business in the State of California. Riot Games is in the electronic gaming business.
- 3. Plaintiff was at all times employed by Defendants Riot Games and DOES 1-100 and each of them. Said defendants will hereinafter be, at times, referred to as the Employer Defendants.
- 4. Plaintiff was at all times relevant employed by the Employer Defendants at their facility located at 12333 West Olympic Blvd., Los Angeles, California 90067, ("The Premises"). All of the acts alleged herein, on information and belief, occurred at the Premises.
- 5. The Employer Defendants are California employers who employ more than five people, and are accordingly subject to the provisions of FEHA.
- 6. The Defendant NICOLAS LAURENT (Laurent) is an individual who was at all times relevant employed as the CEO of the Employer Defendants at the Premises. Laurent is a managing agent of the Employer Defendants. Laurent was at all times relevant Plaintiff's direct supervisor. Plaintiff is informed and believes that he is a resident of the County of Los Angeles.
- 7. Defendants Does 1 through 100 are sued under fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff is informed and believes, and on that basis alleges, that each defendant sued under such fictitious names is in some manner responsible for the wrongs and damages as alleged below, and in so acting was functioning as the agent, servant, manager, supervisor, and/or employee of the Employer Defendants, and in doing the actions mentioned below was acting within the course and scope of his or her authority as such agent, servant.

- 8. Plaintiff was hired by the Employer Defendants in or about October 13, 2017 as an executive assistant. She reported directly to Laurent. She retained that position until her wrongful termination in July 2020.
- 9. Plaintiff is informed and believes that she was at all times relevant a non-exempt employee covered by the wage and hour laws of the California Labor Code and the applicable Wage Orders.
- 10. Riot Games is a male dominated culture. Female employees, including Plaintiff are discriminated against, harassed and treated as second class citizens. There are very few female executives at Riot.
- 11. That female employees are discriminated against, harassed and treated as second class citizens is confirmed by the filing of a gender discrimination and equal pay class action which is still ongoing.
 - 12. Plaintiff is not a named class representative.
- 13. Shortly after Plaintiff was hired the Defendant Laurent began a pattern of harassing Plaintiff based on her sex or gender. This continued until the end of her employment. This harassment included, but was not limited to: calling Plaintiff "beautiful", telling Plaintiff that his wife was jealous of beautiful women, telling Plaintiff that she had an "abusive tone", telling Plaintiff to watch her tone and be "more feminine", repeatedly yelling at Plaintiff, speaking to Plaintiff in a condescending tone, telling her to schedule his time so he would not need to be with his wife,", calling Plaintiff "thick skinned and abrasive, repeatedly asking Plaintiff about her personal life, looking at Plaintiff's social media, staring at her in a sexual fashion when discussing his underwear telling Plaintiff that he really was a size extra-large but that he just liked a "tight fit", telling female employees that the way to handle Covid stress was "have kids, telling Plaintiff don't let his wife know how close we are, putting his arm around her and asking her to travel with him, asking her to work at his home when his family was away and asking her if she "could handle him when they were alone at his house", telling Plaintiff she should "cum" over to his house while his wife was away thereby implying they should have sex, and other conduct according to proof. Plaintiff is informed and believes that such conduct was motivated by her sex and gender.
 - 14. Plaintiff is further informed and believes that by this conduct Laurent explicitly and

allegation set forth above.

- 24. Shortly after Plaintiff was hired the Defendant Laurent began a pattern of harassing Plaintiff based on her sex or gender. This continued until the end of her employment. This harassment included, but was not limited to: calling Plaintiff "beautiful", telling Plaintiff that his wife was jealous of beautiful women, telling Plaintiff that she had an "abusive tone", telling Plaintiff to watch her tone and be "more feminine", repeatedly yelling at Plaintiff, speaking to Plaintiff in a condescending tone, telling her to schedule his time so he would not need to be with his wife,", calling Plaintiff "thick skinned and abrasive, repeatedly asking Plaintiff about her personal life, looking at Plaintiff's social media, staring at her in a sexual fashion when discussing his underwear telling Plaintiff that he really was a size extra-large but that he just liked a "tight fit", telling female employees that the way to handle Covid stress was "have kids, telling Plaintiff don't let his wife know how close we are, putting his arm around her and asking her to travel with him, asking her to work at his home when his family was away and asking her if she "could handle him when they were alone at his house", telling Plaintiff she should "cum" over to his house while his wife was away thereby implying they should have sex, and other conduct according to proof. Plaintiff is informed and believes that such conduct was motivated by her sex and gender.
 - 25. Plaintiff refused to "cum" over to the Defendant Laurent's house.
- 26. Subsequent to Plaintiff refusing to "cum" over to Defendant Laurent's house his hostility and anger towards Plaintiff increased. She was subjected to further yelling and being spoken to in a condescending manner. She had job duties taken away and was eventually terminated. Plaintiff is informed and believes that this was because she refused to have sex or an affair with the Defendant Laurent.
- 27. Plaintiff is further informed and believes that by this conduct Laurent explicitly and implicitly conditioned job benefits and the absence of job detriments on Plaintiff's acceptance of sexual conduct.
- 28. The foregoing conduct was unconsented to, was based on Plaintiff's sex or gender and created an intimidating and hostile work environment based on her sex or gender. Such conduct constitutes illegal hostile work environment sexual or gender-based harassment in violation of

Government Code §12940(j) and other provisions of FEHA.

- 29. The Employer Defendants, and each of them, are liable for the conduct of the Defendant Laurent because he was the CEO and at all times was acting as a managing agent, manager and supervisor at the Premises.
 - 30. Defendant Laurent is also independently liable for his own conduct.
- 31. As a proximate result of the said harassment as afore pled, Plaintiff suffered general damages including emotional distress damages past and future in an amount in excess of the minimum jurisdiction of this Court and according to proof.
- 32. As a further and proximate result of the harassment as afore pled, Plaintiff was required to and did seek medical attention, and will need medical attention in the future, all to Plaintiff's damages in a sum according to proof.
- 33. As a further proximate result of this harassment as afore pled, Plaintiff lost employment benefits, including lost wages and fringe benefits past and future in an amount in excess of the minimum jurisdiction of the court and according to proof.
- 34. As a further proximate result of this harassment as afore pled, Plaintiff was required to and did retain attorneys and is therefore entitled to an award of attorney's fees according to proof.
- 35. The afore pled conduct of Defendant Laurent constitutes oppression, fraud, and malice thereby entitling Plaintiff to an award of punitive damages against him. The Defendant Laurent was a managing agent of the Employer Defendants and the Employer Defendants are therefore liable for said conduct. Plaintiff is informed and believes and thereon alleges that the Employer Defendants, and each of them, had advanced knowledge of the unfitness of Defendant Laurent, but employed him nonetheless with a conscious disregard of the rights and safety of the Plaintiff and others or ratified or authorized the said conduct. Plaintiff is further informed and believes and thereon alleges that this advance knowledge, or act of oppression, fraud, or malice or act of, ratification or authorization were on the part of a managing agent or owner acting on behalf of the Employer Defendants.

SECOND CAUSE OF ACTION

QUID PRO QUO SEXUAL HARASSMENT IN VIOLATION OF FEHA

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

orporates by reference, as though set forth in full herein, each and ev

36. Plaintiff incorporates by reference, as though set forth in full herein, each and every allegation set forth above.

- 37. Shortly after Plaintiff was hired the Defendant Laurent began a pattern of harassing Plaintiff based on her sex or gender. This continued until the end of her employment. This harassment included, but was not limited to: calling Plaintiff "beautiful", telling Plaintiff that his wife was jealous of beautiful women, telling Plaintiff that she had an "abusive tone", telling Plaintiff to watch her tone and be "more feminine", repeatedly yelling at Plaintiff, speaking to Plaintiff in a condescending tone, telling her to schedule his time so he would not need to be with his wife,", calling Plaintiff "thick skinned and abrasive, repeatedly asking Plaintiff about her personal life, looking at Plaintiff's social media, staring at her in a sexual fashion when discussing his underwear telling Plaintiff that he really was a size extra-large but that he just liked a "tight fit", telling female employees that the way to handle Covid stress was "have kids ,telling Plaintiff don't let his wife know how close we are, putting his arm around her and asking her to travel with him, asking her to work at his home when his family was away and asking her if she "could handle him when they were alone at his house", telling Plaintiff she should "cum" over to his house while his wife was away thereby implying they should have sex, and other conduct according to proof. Plaintiff is informed and believes that such conduct was motivated by her sex and gender.
 - 38. Plaintiff refused to "cum" over to the Defendant Laurent's house.
- 39. Subsequent to Plaintiff refusing to "cum" over to Defendant Laurent's house his hostility and anger towards Plaintiff increased. She was subjected to further yelling and being spoken to in a condescending manner. She had job duties taken away and was eventually terminated. Plaintiff is informed and believes that this was because she refused to have sex or an affair with the Defendant Laurent.
- 40. Plaintiff is further informed and believes that by this conduct Laurent explicitly and implicitly conditioned job benefits and the absence of job detriments on Plaintiff's acceptance of

sexual conduct.

- 41. Plaintiff was subjected to a pattern of sexual harassment by Defendant Laurent all as afore pled. Plaintiff is informed and believes that employment benefits were offered, or withheld, based on her acceptance of such conduct.
- 42. Defendant Laurent explicitly and implicitly conditioned job benefits and the absence of job detriments on Plaintiff's acceptance of sexual conduct, all as afore pled. The sexual conduct was unwelcome and offensive.
- 43. Such conduct constitutes quid pro quo sexual harassment in violation of Government Code § 12940(j).
- 44. The Employer Defendants, and each of them, are liable for the conduct of the Defendant Laurent because he was the CEO and at all times was acting as a managing agent, manager and supervisor at the Premises.
 - 45. Defendant Laurent is also individually liable for his own conduct.
- 46. As a proximate result of the said harassment as afore pled, Plaintiff suffered general damages including emotional distress damages past and future in an amount in excess of the minimum jurisdiction of this Court and according to proof.
- 47. As a further and proximate result of the harassment as afore pled, Plaintiff was required to and did seek medical attention, and will need medical attention in the future, all to Plaintiff's damages in a sum according to proof.
- 48. As a further proximate result of this harassment as afore pled, Plaintiff lost employment benefits, including lost wages and fringe benefits past and future in an amount in excess of the minimum jurisdiction of the court and according to proof.
- 49. As a further proximate result of this harassment as afore pled, Plaintiff was required to and did retain attorneys and is therefore entitled to an award of attorney's fees according to proof.
- 50. The afore pled conduct of Defendant Laurent constitutes oppression, fraud, and malice thereby entitling Plaintiff to an award of punitive damages against him. The Defendant Laurent was a managing agent of the Employer Defendants and the Employer Defendants are therefore liable for said conduct. Plaintiff is informed and believes and thereon alleges that the Employer

Defendants, and each of them, had advanced knowledge of the unfitness of Defendant Laurent, but employed him nonetheless with a conscious disregard of the rights and safety of the Plaintiff and others or ratified or authorized the said conduct. Plaintiff is further informed and believes and thereon alleges that this advance knowledge, or act of oppression, fraud, or malice or act of, ratification or authorization were on the part of a managing agent or owner acting on behalf of the Employer Defendants.

THIRD CAUSE OF ACTION

DISCRIMINATION BASED ON GENDER/SEX IN VIOLATION OF FEHA (BY PLAINTIFF AGAINST ALL DEFENDANTS EXCEPT LAURENT)

- 51. Plaintiff incorporates by reference, as though set forth in full herein, each and every allegation set forth above.
- 52. Plaintiff was discriminated against based on her gender. This discrimination included but was not limited to having duties taken away and being fired.
- 53. Plaintiff is informed and believes and thereon alleges that adverse employment actions were taken against her, including but not limited to: having duties taken away and being fired were done due to her sex or gender (female).
- 54. Plaintiff is informed and believes and thereon alleges that her sex (female) was a motivating factor in all the adverse employment actions taken against her, and alleged above.
- 55. The foregoing conduct by the Employer Defendants and each of them constitutes discrimination in violation of Government Code §12940(a), and other provisions of FEHA, which preclude an employer from discriminating against an employee or taking other adverse employment actions against them due to their gender or sex.
- 56. As a proximate result of the said discrimination as afore pled, Plaintiff suffered general damages including emotional distress past and future in an amount in excess of the minimum jurisdiction of this court and according to proof.
- 57. As a further and proximate result of the discrimination as afore pled, Plaintiff was required to, and did seek medical attention, and will need medical attention in the future, all to plaintiff's damages in a sum according to proof.

- 58. As a further proximate result of this discrimination as afore pled, Plaintiff lost employment benefits, including lost wages and fringe benefits past and future in an amount in excess of the minimum jurisdiction of the court and according to proof.
- 59. As a further proximate result of this discrimination as afore pled, Plaintiff was required to and did retain attorneys and is therefore entitled to an award of attorney's fees according to proof.
- 60. The afore pled conduct, including the discrimination constitutes oppression, fraud, and malice thereby entitling Plaintiff to an award of punitive damages. Plaintiff is informed and believes, and thereon alleges that the Employer Defendants, and each of them, ratified or authorized the discriminatory conduct. Plaintiff is further informed and believes, and thereon alleges that these acts of oppression, fraud, or malice or acts of ratification or authorization were undertaken by managing agents acting on behalf of the Employer Defendants.

FOURTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF FEHA

(BY PLAINTIFF AGAINST ALL DEFENDANTS EXCEPT LAURENT)

- 61. Plaintiff incorporates by reference, as though set forth in full herein, each and every allegation set forth above.
 - 62. Plaintiff was subjected to gender-based discrimination as afore pled.
- 63. Plaintiff complained to Human Resources about her duties being taken away. This was a protected activity as defined by the FEHA. Plaintiff was thereafter subjected to adverse employment actions, including, but not limited to being terminated.
- 64. Plaintiff is informed and believes, and thereon alleges that her termination was motivated by her protected activity.
- 65. The foregoing conduct is in violation of Government Code §12940(h) and other provisions of FEHA, which preclude an employer from retaliating against any employee for protesting conduct prescribed by the FEHA.
- 66. As a proximate result of the said retaliation as afore pled, Plaintiff suffered general damages including emotional distress damages past and future in an amount in excess of the minimum jurisdiction of this court and according to proof.

- 67. As a further and proximate result of the retaliation as afore pled, Plaintiff was required to and did seek medical attention, and will need medical attention in the future, all to Plaintiff's damages in a sum according to proof.
- 68. As a further proximate result of this retaliation as afore pled, Plaintiff lost employment benefits, including lost wages and fringe benefits, past and future in an amount in excess of the minimum jurisdiction of the court and according to proof.
- 69. As a further proximate result of this retaliation as afore pled, Plaintiff was required to and did retain attorneys and are therefore entitled to an award of attorney's fees according to proof.
- 70. The afore pled conduct, including the retaliation constitutes oppression, fraud, and malice thereby entitling Plaintiff to an award of punitive damages. Plaintiff is informed and believes, and thereon alleges that the Employer Defendants, and each of them, ratified or authorized the discriminatory conduct. Plaintiff is further informed and believes, and thereon alleges that these acts of oppression, fraud, or malice or acts of ratification or authorization were undertaken by managing agents acting on behalf of the Employer Defendants.

FIFTH CAUSE OF ACTION

FAILURE TO PREVENT HARASSMENT, DISCRIMINATION, AND RETALIATION IN VIOLATION OF FEHA (BY PLAINTIFF AGAINST ALL DEFENDANTS EXCEPT LAURENT)

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- 71. Plaintiff incorporates by reference, as though set forth in full herein, each and every allegation set forth above.
- 72. Plaintiff is informed and believe that the Employer Defendants failed to take all steps reasonably necessary to prevent harassment, discrimination, and retaliation from occurring as required by Government Code §12940(k).
- 73. Such conduct violated Government Code §12940(k), and allowed Plaintiff to be harassed, discriminated against, and retaliated against, all as afore pled.
- 74. As a proximate result of the said violation of FEHA, Plaintiff has suffered general damages including mental anguish and emotional suffering past and future in an amount in excess of the minimum jurisdiction of this Court and according to proof.

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COMPLAINT FOR DAMAGES

- 85. This time consisted of both straight time and overtime. The Employer Defendants were aware of this fact.
 - 86. Plaintiff was not paid for all the hours that she was subject to the control of the employer.
- 87. Labor Code sections 510 and 1194 and other provisions of the Labor Code require an employer to pay a non-exempt employee 1.5 times salary for every hour worked past 8 hours per day or 40 per week.
- 88. Throughout the course of Plaintiff's employment, the Employer Defendants required Plaintiff to work overtime or shifts in excess of eight (8) hours per day or forty (40) hours in one week, without compensating Plaintiff for such overtime as required by law.
- 89. Throughout the course of Plaintiffs' employment, the Employer Defendants required Plaintiffs to work off the clock. This off the clock time was both straight time and overtime. Plaintiffs were not paid for this off the clock time.
- 90. The Employer Defendants accordingly failed to pay Plaintiff all wages due for all the hours she worked, including both straight time and over-time in violation of California Labor Code §\$200 et seq., 500 et seq., 510 and §1171 et seq, and other provisions of the Labor Code all as afore pled.
- 91. As a result of such violations of the California Labor Code, Plaintiff is entitled to recover all compensation owed to her but not paid, including both straight time and overtime as well as interest thereon (California Labor Code §218.6) and is further entitled to all penalties and/or liquidated damages provided for in the above referenced sections of the California Labor Code and an award of attorneys' fees and costs (California Labor Code §218.5) incurred in recovering such amounts according to proof at the time of trial.
- 92. Labor Code section 203 provides that if an employer fails to pay any wages of an employee who is discharged or quits, the wages of such employee shall continue as from the due date thereof at the same rate until paid or until an action therefor is commenced, for not more than 30 days. Plaintiff is entitled to those wages.

SEVENTH CAUSE OF ACTION 1 2 REPRESENTATIVE ACTION FOR VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ. 3 4 (BY PLAINTIFF AGAINST ALL DEFENDANTS EXCEPT LAURENT) 5 93. Plaintiff incorporates by reference, as though set forth in full herein, each and every 6 allegation set forth above. 7 94. California Business and Professions Code §17200, entitled "Definition," provides: "As used in this chapter, unfair competition shall mean and include any unlawful or fraudulent business act 8 9 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and 10 Professions Code." 11 12 95. As set forth herein, the Employer Defendants have violated the provisions of the California 13 Labor Code providing for applicable overtime wages, and rest and meal periods as to each 14 Plaintiff. 15 96. By the conduct described above, Defendants have also violated the provisions of the Unfair Competition Law, Business and Professions Code §§17200 et seq., for which this Court should 16 17 issue equitable and injunctive relief pursuant to Business and Professions Code §17203, including restitution of wages wrongfully withheld or labor taken without proper compensation. 18 19 97. Plaintiff demands an Order that Defendants make full restitution to Plaintiff for all wages unlawfully retained due to a failure to pay overtime, and a failure to allow Plaintiff meal and rest 20 periods, at the rate at which these benefits were earned by Plaintiff. 21 22 **EIGHTH CAUSE OF ACTION** FAILURE TO FURNISH TIMELY AND ACCURATE WAGE AND HOUR 23 24 STATEMENTS IN VIOLATION OF LABOR CODE § 226 (BY PLAINTIFF AGAINST ALL DEFENDANTS EXCEPT LAURENT) 25 98. Plaintiff incorporates by reference, as though set forth in full herein, each and every 26

99. Labor code section 226 sets forth the reporting requirements for employers when paying

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allegation set forth above.

wages, including:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee..."

100. Plaintiff is informed and believe and based thereon alleges that the Employer Defendants knowingly and intentionally failed to provide Plaintiff with such timely and accurate wage and hour statements.

101. Plaintiff has been damaged by Defendants' failures to comply with Labor Code section 226 by not realizing the total amount of wages to which she was entitled.

102. As a direct and proximate result of Defendants' conduct as alleged above, Plaintiff is entitled to a civil penalty of fifty dollars (\$50) for the initial pay period, and one hundred dollars (\$100) for each subsequent pay period for which Defendants violated the reporting requirement of Labor Code section 226, up to a maximum of \$4,000, together with interest thereon and attorney's fees and costs.

NINTH CAUSE OF ACTION

REST PERIOD PAY, MEAL PERIOD PAY, INTEREST, ATTORNEYS' FEES, COSTS AND PENALTIES PURSUANT TO

<u>CALIFORNIA LABOR CODE §§ 218.5, 218.6, 226.7, AND 512</u>

(BY PLAINTIFF AGAINST ALL DEFENDANTS EXCEPT LAURENT)

- 103. Plaintiff incorporates by reference, as though set forth in full herein, each and every allegation set forth above.
 - 104. Plaintiff was at all times relevant a non-exempt employee.
 - 105. At all times relevant herein, Labor Code §512 and other provisions of the California Labor

Code require an employer to provide certain meal periods to non-exempt employees, and said meal periods are also mandated by the applicable orders of the Industrial Welfare Commission ("IWC").

106. Furthermore, Labor Code §226.7 requires payment to the employee of one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

107. At all times relevant herein, Labor Code §512, other provisions of the Labor Code and the applicable IWC wage order established meal period requirements for Plaintiff, wherein an employee working for more than five (5) hours was required to receive a meal period of not less than thirty (30) minutes, and an employee working for ten (10) hours was required to be given a second meal period of not less than thirty (30) minutes.

108. At all times relevant herein, the Labor Code and the applicable wage order provides that unless the employee is relieved of all duty during the meal periods, the meal period shall be considered an "on duty" meal period and counted as time worked.

109. The applicable wage order requires that an employer failing to provide an employee a meal period, owes the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

110. Plaintiff, on information and belief, alleges that while working for the Employer Defendants, Plaintiff was not allowed to take her required meal periods, or she was obliged to take an "on duty" meal period, in violation of the Labor Code and the applicable orders of the Industrial Welfare Commission. These meal periods were therefore "on duty" meal periods and not meal periods under the law.

111. Plaintiff at no time received the requisite one (1) hour or two (2) hours of pay at the Plaintiff's regular rate of compensation for each workday that the meal period was not provided.

112. At all times relevant herein, the applicable wage order, as well as other applicable provisions of the Labor Code established rest periods, wherein an employer was required to permit all non-exempt employees to take rest periods of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

113. At all times relevant herein, the applicable wage order, as well as other applicable

| 1 | 11. For attorney's fees as permitted by law on the wage claims; |
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| 2 | 12. For prejudgment interest to the extent allowed by law; |
| 3 | 13. Thirty days of wages pursuant to Labor code 203, plus interest; |
| 4 | 14. That Defendants be ordered to restore to the public all funds acquired by means of any act or |
| 5 | practice declared by this court to be unlawful or fraudulent or to constitute unfair competition; |
| 6 | 15. For a civil penalty of fifty dollars (\$50) for the initial pay period, and one hundred dollars |
| 7 | (\$100) for each subsequent pay period for which Defendants violated the reporting requirement of |
| 8 | Labor Code section 226, up to a maximum of \$4,000, together with interest thereon and attorney's |
| 9 | fees and costs; and |
| 10 | 16. For such other and further relief as the court deems just and proper. |
| 11 | |
| 12 | SOTTILE BALTAXE Dated: January 7, 2021 |
| 13 | By Michael F Baltage |
| 14 | MICHAEL F. BALTAXE, ESQ. |
| 15 | Attorneys for Plaintiff |
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| 18 | REQUEST FOR JURY TRIAL |
| 19 | Plaintiff hereby requests a Trial by Jury. |
| 20 | |
| 21 | SOTTILE BALTAXE Dated: January 7, 2021 |
| 22 | |
| 23 | By MICHAEL F. BALTAXE, ESQ. |
| 24 | Attorneys for Plaintiff |
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COMPLAINT FOR DAMAGES