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11 Victor Rivas and Maria Vasquez

12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 Victor Rivas and Maria Vasquez, in
15 their individual and representative
16 capacities,

17 Plaintiffs,

18 v.

19 Delicate Cosmetics, Inc., Patrick
20 Vardapour, and DOES 1-10, inclusive,

21 Defendants.

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

AUG 14 2015

Sherri R. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy

CASE NO. **BC 5 9 1 4 7 9**
CLASS COMPLAINT FOR:

1. Class Claim for Failure to Provide Meal Breaks in Violation of Labor Code §§512 and 1198
2. Class Claim for Failure to Pay Wages as Required by Labor Code §226.7
3. Class Claim for Failure to Pay Overtime Wages in Violation of Labor Code §§510 and 1194
4. Class Claim for Failure to Record Hours Worked in Violation of Labor Code §1198 and Applicable Wage Order
5. Class Claim for Failure to Pay Wages in Violation of Labor Code §204
6. Class Claim for Failure to Pay Wages in Violation of Labor Code §§201 and 202
7. Class Claim for Failure to Provide Accurate Itemized Paystub in Violation of Labor Code §226
8. Class Claim for Violation of Business and Professions Code §17200 *et seq.*
9. Wrongful Termination in Violation of Public Policy
10. Malicious Prosecution.

DEMAND FOR JURY TRIAL

1 Plaintiffs Victor Rivas and Maria Vasquez (“Plaintiffs”) allege as follows:
2

3 **INTRODUCTION**

4 1. Plaintiffs bring this Complaint to recover wages, damages and civil
5 penalties owed to them and other past and present employees as the result of a multitude
6 of violations of the Labor Code committed by Defendants Delicate Cosmetics, Inc. and
7 Patrick Vardarpour (collectively, “Defendants”).

8 2. Plaintiffs bring the First through Eighth Causes of Action in this Complaint
9 on behalf of themselves and a class of all current and former DCI employees pursuant to
10 California Code of Civil Procedure §382. The class includes all individuals who have
11 worked for DCI as an Hourly Employee in California at any time since the date four years
12 prior to the filing of the instant case.

13
14 **THE PARTIES**

15 3. Plaintiff Victor Rivas (“Rivas”), an individual, is a citizen of the United
16 States and a resident of Los Angeles County, California. From around 2003 until
17 August 15, 2013, DCI employed Rivas in Los Angeles, California as a non-exempt
18 employee.

19 4. Plaintiff Maria Vasquez (“Vasquez”), an individual, is a citizen of the
20 United States and a resident of Los Angeles County, California. From around 2003 until
21 August 15, 2013, DCI employed Vasquez in Los Angeles, California as a non-exempt
22 employee.

23 5. Defendant Delicate Cosmetics, Inc. is a corporation organized under the
24 laws of the State of California, with its principal place of business located in Los Angeles,
25 California.

26 6. Defendant Patrick Vardapour is an attorney with his principal place of
27 business located in Sherman Oaks, California.
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1 7. Plaintiffs are currently unaware of the true names and capacities of the
2 Defendants sued herein as Does 1-10 (“Doe Defendants”) and therefore sue the Doe
3 Defendants by such fictitious names. Plaintiffs will amend this Complaint to allege the
4 true names and capacities of the Doe Defendants when they are ascertained.

5 8. Plaintiffs are informed and believe, and thereon allege, that the Doe
6 Defendants are the partners, agents, or principals and co-conspirators of the named
7 Defendants and of each other; that the named Defendants and the Doe Defendants
8 performed the acts and conduct herein alleged directly, aided and abetted the performance
9 thereof, or knowingly acquiesced in, ratified and accepted the benefits of such acts and
10 conduct, and therefore each of the Doe Defendants is liable to the Plaintiffs to the extent
11 of the liability of the named Defendants as alleged herein.

12 9. Plaintiffs are informed and believe, and on that basis allege, that at all times
13 herein mentioned, each of the Defendants was the agent, servant and/or employee of each
14 of the other Defendants and, in connection with the matters hereinafter alleged, were
15 acting within the scope of such agency and employment, and each Defendant ratified each
16 and every act, omission and thing done by each and every other Defendant herein.

17
18 **JURISDICTION AND VENUE**

19 10. This Court has jurisdiction in this action because the Defendants committed
20 violations of California law, including violations of the Labor Code and Business and
21 Professions Code, that affected Plaintiffs in this county, and because DCI has its principal
22 place of business in this county.

23 11. Venue is proper under California Code of Civil Procedure §395.5, as this is
24 the county where liability against DCI arises.

1 **COMMON ALLEGATIONS**

2 12. DCI is a cosmetics manufacturer owned, operated and controlled by
3 Alexander Badali (“Badali”) and members of his family (collectively, “Badali family”).
4 Badali is, and during all times relevant to this litigation was, the President of DCI.

5 13. From the start of Plaintiffs’ employment with DCI until the present, DCI
6 intentionally implemented a timekeeping policy that resulted in inaccurate recording of
7 employees’ time.

8 14. Under the DCI timekeeping policy, all time was tracked using a paper sign-
9 in sheet.

10 15. The only time a DCI employee was allowed to sign in was the beginning of
11 an employee’s scheduled shift. Every employee was required to sign out at the end of
12 their scheduled shift. Work performed before or after the scheduled shift was not
13 recorded. Meal breaks were not recorded.

14 16. Further compounding the timekeeping problem, DCI also enacted an Off-
15 The-Clock Program and insisted that all employees participate therein. Pursuant to the
16 Off-The-Clock Program, if an employee needed to leave work during their scheduled shift
17 for any reason, they were not allowed to clock out when they left or clock back in when
18 they returned.

19 17. To compensate for the fact that the employee had left work, DCI then
20 required an employee who left work during their shift to “make-up” the time missed by
21 working off-the-clock before or after the employee’s scheduled shift. DCI did not allow
22 its employees to record the time worked before or after their shifts, pursuant to this
23 program.

24 18. Because DCI forbade accurate tracking of time, the Off-The-Clock Program
25 resulted in employees working unpaid “make-up” time that exceeded the missed work
26 time.

1 19. On numerous occasions, Vasquez informed DCI’s management, including
2 Badali, the Badali family and DCI’s Human Resources Manager, Anna Munoz
3 (“Munoz”), that DCI’s timekeeping system did not comport with the requirements set
4 forth by California law and regulations.

5 20. DCI’s management disregarded Vasquez’ reports in this regard, and
6 continued to direct DCI employees to comply with the illegal timekeeping “system.”

7 21. In an effort to convince DCI to comply with California law, Plaintiffs
8 presented Badali with a timecard punch machine, and requested that the machine be
9 installed and used for timekeeping purposes. Badali responded that the timecards would
10 be “too expensive” to purchase, and refused to implement the use of the timecard punch
11 machine.

12 22. DCI, through Alexander Badali, Anna Munoz, and others, expressly
13 directed all of its employees, including Plaintiffs, to comply with this Off-The-Clock
14 Program.

15 23. Vasquez on numerous occasions informed Badali and Munoz that DCI’s
16 Off-The-Clock Program did not comply with California law. Nevertheless, neither Badali
17 nor Munoz took any steps to correct this illegal practice.

18 24. In addition to working “make-up” hours off-the-clock, DCI, through Badali,
19 Munoz and the Badali family, routinely required its employees to work significant
20 amounts of overtime. DCI did not compensate its employees for overtime in any way.

21 25. DCI also implemented and enforced a “compounding time” policy requiring
22 Hourly Employees who wished to take days off – for instance, during the holidays – to
23 work extra hours equivalent to the amount of time off requested. The extra hours were
24 required in addition to a full work week, and thus were subject to the overtime premium.
25 Pursuant to the compounding time policy, DCI did not pay any wages, nor any premium
26 overtime wages, to Hourly Employees working extra hours under the policy.

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1 **FIRST CAUSE OF ACTION**

2 **(Class Claim for Failure to Provide Timely and Complete Meal Breaks**
3 **in Violation of Labor Code §§512 and 1198 Against DCI and Does 1-10)**

4 26. Plaintiffs reallege and incorporate herein by this reference the allegations of
5 paragraphs 1 through 25 hereof, inclusive.

6 27. Labor Code §512 and the applicable Wage Order require that DCI provide
7 an uninterrupted thirty-minute meal break to each and every one of its Hourly Employees
8 who works five or more hours in a day.

9 28. Labor Code §1198 requires that DCI comply with the meal break
10 requirements of the applicable Wage Order.

11 29. DCI required its Hourly Employees, including Plaintiffs, to work shifts in
12 excess of five hours per day.

13 30. At all times relevant hereto, DCI maintained a uniform shift and meal break
14 policy. Under the uniform policy, all Hourly Employees were scheduled to take lunch at
15 one of two fixed meal times: 1 p.m. or 2 p.m. Hourly Employees on the 1 p.m. lunch who
16 began their shift prior to 8 a.m. were denied a timely meal break. Hourly Employees on
17 the 2 p.m. lunch uniformly began work prior to 9 a.m. and thus were, as a matter of
18 policy, not provided a timely meal break before the fifth hour of work.

19 31. Pursuant to DCI's uniform policies and practices, DCI's Hourly Employees,
20 including Plaintiffs, routinely worked shifts in excess of five hours per day without being
21 allowed to take a timely meal break.

22 32. Pursuant to DCI's uniform policies and practices, DCI's Hourly Employees
23 routinely had their meal breaks interrupted and/or shortened to a length of less than thirty
24 minutes.

25 33. DCI deliberately implemented a timekeeping "system" that failed to keep
26 track of employees' meal breaks.

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1 **THIRD CAUSE OF ACTION**

2 **(Class Claim for Failure to Pay Overtime Wages as Required by Labor Code §§510**
3 **and 1194 Against DCI and Does 1-10)**

4 41. Plaintiffs reallege and incorporate herein by this reference the allegations of
5 paragraphs 1 through 40 hereof, inclusive.

6 42. At all times relevant hereto, Labor Code §510 has required that DCI pay
7 each of its Hourly Employees one-and-one-half times his or her regular rate of pay for any
8 work in excess of 8 hours in one workday, in excess of 40 hours in one workweek, and for
9 the first 8 hours of work on the seventh day of a workweek.

10 43. At all times relevant hereto, Labor Code §510 requires that DCI pay each of
11 its Hourly Employees two times his or her regular rate of pay for any work in excess of 12
12 hours in one workday on the first six days of the workweek, and in excess of 8 hours on
13 the seventh day of a workweek.

14 44. Because DCI required its Hourly Employees to work off-the-clock, resulting
15 in employees working over 40 hours per week, all of these additional hours are subject to
16 an overtime premium of either time-and-a-half or double-time.

17 45. DCI also required its Hourly Employees to abide by the compounding time
18 policy, whereby the employees worked for *no* pay, but rather in exchange for time off.

19 46. DCI at all times had direct knowledge that its Hourly Employees were
20 working off-the-clock, because all off-the-clock work was expressly required and/or
21 directed by Badali, members of the Badali family, and/or Munoz.

22 47. At all times relevant hereto, DCI has refused to pay the overtime premium
23 due on off-the-clock or “compound time” work hours.

24 48. Because DCI refused to pay any overtime premium due on unpaid work
25 hours, the company owes each Hourly Employee either the time-and-a-half premium or
26 the double-time premium for every hour of unpaid off-the-clock or “compound time”
27 work.

28

1 49. DCI is guilty of the tort of conversion with regard to each overtime
2 premium payment that the company has withheld from an Hourly Employee.

3 50. At all times described herein, DCI has acted willfully and deliberately with
4 oppression, fraud and malice to deprive its employees of the overtime premiums to which
5 they are entitled.

6
7 **FOURTH CAUSE OF ACTION**

8 **(Class Claim for Failure to Record Work Hours as Required by the Operative Wage
9 Order and Labor Code §1198 Against DCI and Does 1-10)**

10 51. Plaintiffs reallege and incorporate herein by this reference the allegations of
11 paragraphs 1 through 50 hereof, inclusive.

12 52. Paragraph 7(A) of the operative Wage Order requires DCI to record when
13 an employee begins and ends each work period, including the beginning and ending time
14 of each meal period.

15 53. Labor Code §1198 requires DCI to comply with all of the terms and
16 conditions of the operative Wage Order.

17 54. Because DCI does not record when Hourly Employees begin and end their
18 meal breaks, and DCI does not record when Hourly Employees begin and end periods of
19 off-the-clock work, DCI violated the operative Wage Order and Labor Code §1198 on
20 every pay period worked by Hourly Employees.

21
22 **FIFTH CAUSE OF ACTION**

23 **(Class Claim for Failure to Pay Wages as Required by Labor Code §204 Against
24 DCI and Does 1-10)**

25 55. Plaintiffs reallege and incorporate herein by this reference the allegations of
26 paragraphs 1 through 54 hereof, inclusive.

27 56. Labor Code §204 requires that all wages are due and payable twice in each
28 calendar month.

1 57. At all times relevant hereto, DCI has used a two-week pay period for
2 compensation of its Hourly Employees in California.

3 58. At all times relevant hereto, DCI Hourly Employees have regularly
4 performed several hours of off-the-clock work in a pay period.

5 59. At all times relevant hereto, DCI has maintained a policy of refusing to pay
6 its Hourly Employees for this off-the-clock work.

7 60. At all times relevant hereto, DCI has maintained a policy of refusing to pay
8 its Hourly Employees for work performed under its compounding time policy.

9 61. At all times relevant hereto, DCI maintained a policy of refusing to pay
10 wages as required by Labor Code §226.7.

11 62. DCI is guilty of the tort of conversion with regard to each wage payment
12 that DCI has withheld from an Hourly Employee.

13 63. At all times relevant hereto, DCI has acted willfully and deliberately with
14 oppression, fraud and malice to deprive employees of wages to which they are entitled.
15

16 **SIXTH CAUSE OF ACTION**

17 **(Class Claim for Violation of Labor Code §§201 and 202 Against DCI and Does 1-10)**

18 64. Plaintiffs reallege and incorporate herein by this reference the allegations of
19 paragraphs 1 through 63 hereof, inclusive.

20 65. Labor Code §§201 and 202 require that DCI pay each employee all of the
21 wages earned by that employee at the time of termination for an involuntary termination,
22 and within 72 hours of termination for a voluntary termination.

23 66. At all times relevant hereto, DCI has willfully failed to pay the overtime
24 premium for off-the-clock work and compounding time work due to each Hourly
25 Employee who was terminated or quit his or her job at DCI.

26 67. At all times relevant hereto, DCI has willfully failed to pay the wages due
27 for off-the-clock work and compounding time work due to each Hourly Employee who
28 was terminated or quit his or her job at DCI.

1 68. At all times relevant hereto, DCI has willfully failed to pay the wages due
2 under Labor Code §226.7 to each Hourly Employee who was terminated or quit his or her
3 job at DCI.

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SEVENTH CAUSE OF ACTION

**(Class Claim for Failure to Provide an Accurate Itemized Paystub in Violation
of Labor Code §226 Against DCI and Does 1-10)**

69. Plaintiffs reallege and incorporate herein by this reference the allegations of paragraphs 1 through 68 hereof, inclusive.

70. Labor Code §226 requires that each pay period DCI must provide each employee with an itemized statement of wages that includes, among other things, the hours worked by the employee, the gross wages earned by the employee and the net wages earned by the employee.

71. At all times relevant hereto, DCI has failed to provide any of its Hourly Employees with an itemized statement of wages that accurately states the total hours worked by the Hourly Employee, in that each statement omits off-the-clock and compounding time hours worked.

72. At all times relevant hereto, DCI has failed to provide any of its Hourly Employees with an itemized statement that accurately states the net wages earned by the Hourly Employee in that each statement omitted wages due for off-the-clock and compounding time hours worked.

73. At all times relevant hereto, DCI has failed to provide any of its Hourly Employees with an itemized statement that accurately states the gross wages earned by the Hourly Employee in that each statement omitted wages due for off-the-clock and compounding time hours worked.

74. At all times relevant hereto, DCI has failed to provide any of its Hourly Employees with an itemized statement that accurately states the net wages earned by the Hourly Employee in that each statement omitted overtime premiums due.

1 75. At all times relevant hereto, DCI has failed to provide any of its Hourly
2 Employees with an itemized statement that accurately states the gross wages earned by the
3 Hourly Employees in that each statement omitted wages earned by the Hourly Employee
4 pursuant to Labor Code §§226.7, 510 and 511.

5 76. At all times relevant hereto, DCI has failed to provide any of its Hourly
6 Employees with an itemized statement that accurately states the net wages earned by the
7 Hourly Employees in that each statement omitted wages earned by the Hourly Employee
8 pursuant to Labor Code §§226.7, 510 and 511.

9
10 **EIGHTH CAUSE OF ACTION**

11 **(Class Claim for Violation of Business and Professions Code §17200 et seq.**
12 **Against DCI and Does 1-10)**

13 77. Plaintiffs reallege and incorporate herein by this reference the allegations of
14 paragraphs 1 through 76 hereof, inclusive.

15 78. The conduct described in the First through Seventh Causes of Action
16 constitutes an unfair business practice.

17 79. By deliberately failing to pay its employees' wages to which they are
18 entitled, DCI avoided substantial expenses and thereby enriched itself at the expense of its
19 employees.

20
21 **NINTH CAUSE OF ACTION**

22 **(Wrongful Termination in Violation of Public Policy**
23 **Against DCI and Does 1-10)**

24 80. Plaintiffs reallege and incorporate herein by this reference the allegations of
25 paragraphs 1 through 79 hereof, inclusive.

26 81. During 2012 and 2013, Rivas continuously suffered from a number of
27 continuing disabilities to his hip, knee, arm, hand and shoulder as a result of health issues
28 including but not limited to arthritis arising from and worsened by his work duties.

1 82. Because of his disabilities, Rivas was forced to work more slowly, and
2 stopped working as many unpaid off-the-clock hours as he had previously.

3 83. In or around 2009, Badali slammed a door on Plaintiff Vasquez' hand,
4 breaking one or more of the bones in her hand. As a result of this injury, as well as
5 repetitive stress from work, Vasquez suffered from arthritis and tendonitis, causing her
6 pain at work. Because of the pain of her disabilities, as well as the encumbrance of a
7 necessary arm brace, Vasquez stopped working as many unpaid off-the-clock hours as she
8 had previously.

9 84. DCI was fully aware of Plaintiffs' disabilities. Upon multiple occasions
10 from 2009 until 2013, Plaintiffs approached Badali and other members of the Badali
11 family to request that DCI assist Plaintiffs with paying for medical treatment for these
12 work-related injuries. DCI consistently refused.

13 85. As Plaintiffs' disabilities continued to get worse, Badali and the Badali
14 family complained more and more about the fact that Plaintiffs were failing to put in as
15 many extra hours as they had previously, as well as the speed of the work. DCI engaged
16 in no discussion with Plaintiffs concerning any potential accommodations for Plaintiffs'
17 disabilities.

18 86. In early August 2013, Vasquez requested time off to see a doctor concerning
19 treatment of her disabilities.

20 87. Approximately a week later, on August 15, 2013, DCI terminated Plaintiffs'
21 employment.

22 88. California's Fair Employment and Housing Act ("FEHA"), Cal. Gov't Code
23 §12900 *et seq.*, sets forth a fundamental public policy of the State of California. "The
24 opportunity to seek, obtain, and hold employment without discrimination because of . . .
25 physical disability . . . is hereby recognized as and declared to be a civil right." Cal. Gov't
26 Code §12921(a). The FEHA expressly prohibits an employer from discriminating against
27 its employees on the basis of the employees' disability.
28

1 98. The DCI Complaint alleged, among other things, a claim of Unfair
2 Competition pursuant to Business and Professions Code §17200 against Rivas and
3 Vasquez. This cause of action was baseless and entirely without merit, for the following
4 reasons:

5 99. Both DCI and Vardapour are, and at the time of filing the DCI complaint
6 were, aware that Rivas and Vasquez were employees of DCI from 2003 until DCI
7 terminated them in 2013.

8 100. Both DCI and Vardapour are, and at the time of filing the DCI complaint
9 were, aware that Rivas and Vasquez did not conduct any business independently of DCI,
10 nor did Rivas or Vasquez hold themselves out as or act as independent contractors
11 competing in the marketplace.

12 101. Both DCI and Vardapour are, and at the time of filing the DCI complaint
13 were, aware that from 2003 until DCI terminated them in 2013, Rivas and Vasquez'
14 income largely derived from the wages paid to them by DCI, and that Rivas and Vasquez
15 did not participate in the marketplace, and thus derived no income from any such
16 participation.

17 102. Both DCI and Vardapour are, and at the time of filing the DCI complaint
18 were, aware that Rivas and Vasquez made no representations to the general public with
19 respect to any products or services in the marketplace.

20 103. Pursuant to the foregoing, both DCI and Vardapour were aware, at the time
21 of filing the DCI Complaint, that the Unfair Competition claim filed against Plaintiffs was
22 frivolous and without merit.

23 104. Defendants had no probable cause to file the Unfair Competition claim
24 against Plaintiffs or to make the allegations therein, in that Defendants did not honestly,
25 reasonably, or in good faith believe the allegations to be true.
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1 105. Defendants acted with malice, and in bad faith, in that they brought the DCI
2 Complaint – including the Unfair Competition claim – with the improper motive of
3 coercing Plaintiffs into withdrawing their meritorious claims for workers’ compensation
4 that were pending against DCI.

5 106. On October 8, 2014, Rivas and Vasquez filed a demurrer to a number of
6 claims in the DCI Complaint, including the claim for Unfair Competition.

7 107. On November 1, 2014, DCI voluntarily dismissed the Unfair Competition
8 cause of action against Plaintiffs from the DCI Complaint.

9 108. Defendants’ voluntary dismissal of the Unfair Competition claim amounted
10 to favorable termination for Plaintiffs in that, in pursuing the action only until they were
11 forced to respond to a demurrer concerning the allegations, and then dismissing the claim
12 rather than mounting an argument to support it, Defendants demonstrated that they had no
13 grounds for bringing the claim in the first place, and that the claim had no merit.

14 109. As a proximate result of Defendants’ actions described above, Plaintiffs
15 suffered damages in the form of costs and attorney fees expended to defend against the
16 DCI Complaint; damage to reputation; damage arising from emotional distress and
17 anguish, and pain and suffering in an amount according to proof at time of trial.

18 110. In bringing the Unfair Competition claim, Defendants acted in conscious
19 disregard of Plaintiffs’ rights, and acted willfully and deliberately with oppression, fraud
20 and malice. Plaintiffs are entitled to punitive or exemplary damages pursuant to
21 California Civil Code §3294.

22
23 **CLASS ACTION ALLEGATIONS**

24 111. Plaintiffs reallege and incorporate herein by this reference the allegations of
25 paragraphs 1 through 110 hereof, inclusive.

26 112. DCI employs over 70 Hourly Employees in California.
27
28

1 113. Plaintiffs are informed and believe, and thereon allege, that all DCI Hourly
2 Employees have been subject to DCI's violations of the Labor Code and the California
3 Wage Orders described herein.

4 114. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs have
5 been subject to the exact same violations of the Labor Code and the California Wage
6 Orders described herein as all other DCI Hourly Employees.

7 115. Plaintiffs have agreed to fairly and adequately represent the rights of the
8 class.

9 116. Plaintiffs have the means to fairly and adequately represent the rights of the
10 class.

11 117. Plaintiffs are informed and believe, and thereon allege, that their claims are
12 typical of the class.

13 118. Plaintiffs are informed and believe, and thereon allege, that common
14 questions of law and fact predominate with regard to all class claims.

15 119. Plaintiffs are informed and believe, and thereon allege, that a class action is
16 superior to all other available means of resolving the class members' claims.

17 120. Plaintiffs are informed and believe, and thereon allege, that treatment of the
18 instant claims as a class action will accrue substantial benefits to the litigants, the class,
19 the public, and the courts.

20
21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray for judgment against Defendants DCI, Patrick
23 Vardapour and Does 1 through 10, inclusive, and each of them, as follows:

24
25 **ON THE FIRST CAUSE OF ACTION:**

- 26 1. For damages according to proof;
27 2. For temporary, preliminary and permanent injunctive relief against Defendant DCI's
28 ongoing violations of the Labor Code;

- 1 3. For attorney fees and costs reasonably incurred, in accordance with Labor Code
- 2 §§218.5, 1194, and California Code of Civil Procedure §1021.5;
- 3 4. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287; and
- 4 5. For punitive damages.

5

6 **ON THE SECOND CAUSE OF ACTION:**

- 7 1. For damages according to proof;
- 8 2. For restitution of unpaid wages;
- 9 3. For temporary, preliminary and permanent injunctive relief against Defendant DCI's
- 10 ongoing violations of the Labor Code;
- 11 4. For attorney fees and costs reasonably incurred, in accordance with Labor Code
- 12 §§218.5, 1194, and California Code of Civil Procedure §1021.5;
- 13 5. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287; and
- 14 6. For punitive damages.

15

16 **ON THE THIRD CAUSE OF ACTION:**

- 17 1. For damages according to proof;
- 18 2. For restitution of unpaid wages;
- 19 3. For temporary, preliminary and permanent injunctive relief against Defendant DCI's
- 20 ongoing violations of the Labor Code;
- 21 4. For attorney fees and costs reasonably incurred, in accordance with Labor Code
- 22 §§218.5, 1194 and California Code of Civil Procedure §1021.5;
- 23 5. For interest pursuant to Labor Code §§218 and 1194, and Civil Code §287; and
- 24 6. For punitive damages.

25

26 **ON THE FOURTH CAUSE OF ACTION:**

- 27 1. For temporary, preliminary and permanent injunctive relief against Defendant DCI's
- 28 ongoing violations of the Labor Code; and

- 1 2. For attorney fees and costs reasonably incurred, in accordance with Labor Code
2 §§218.5 and 1194, and California Code of Civil Procedure §1021.5.

3
4 **ON THE FIFTH CAUSE OF ACTION:**

- 5 1. For damages according to proof;
6 2. For restitution of unpaid wages;
7 3. For temporary, preliminary and permanent injunctive relief against Defendant DCI's
8 ongoing violations of the Labor Code;
9 4. For attorney fees and costs reasonably incurred, in accordance with California Labor
10 Code §§218.5, 1194 and California Code of Civil Procedure §1021.5;
11 5. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287; and
12 6. For punitive damages.

13
14 **ON THE SIXTH CAUSE OF ACTION:**

- 15 1. For temporary, preliminary and permanent injunctive relief against Defendant DCI's
16 ongoing violations of the Labor Code;
17 2. For waiting time penalties pursuant to Labor Code §203;
18 3. For attorney fees and costs reasonably incurred, in accordance with Labor Code
19 §§218.5, 1194 and California Code of Civil Procedure §1021.5; and
20 4. For interest pursuant to Labor Code §218.6 and 1194, and Civil Code §3287.

21
22 **ON THE SEVENTH CAUSE OF ACTION:**

- 23 1. For temporary, preliminary and permanent injunctive relief against Defendant DCI's
24 ongoing violations of the Labor Code;
25 2. For penalties pursuant to Labor Code §226(e); and
26 3. For attorney fees and costs reasonably incurred, in accordance with Labor Code
27 §§218.5 and 1194, and California Code of Civil Procedure §1021.5.

28

1 **ON THE EIGHTH CAUSE OF ACTION:**

- 2 1. For temporary, preliminary and permanent injunctive relief against Defendants’
3 ongoing violations of the Labor Code;
4 2. For disgorgement of Defendants’ ill-gotten gains and other relief that may be
5 necessary to remedy Defendants’ misconduct;
6 3. For restitution of payments unlawfully withheld;
7 4. For attorney fees and costs reasonably incurred pursuant to California Code of Civil
8 Procedure §1021.5; and
9 5. For interest pursuant to Civil Code §3287.

10
11 **ON THE NINTH CAUSE OF ACTION:**

- 12 1. For compensatory damages for loss of employability, lost past and future wages,
13 employment benefits, and any other economic injury to Plaintiffs;
14 2. For general, presumed and special damages based upon damage to Plaintiffs’ personal
15 reputations;
16 3. For general damages for emotional distress and anguish; and
17 4. For interest pursuant to Civil Code §§3287 and 3288.

18
19 **ON THE TENTH CAUSE OF ACTION:**

- 20 1. For general, presumed and special damages based upon damage to Plaintiffs’ personal
21 reputations;
22 2. For general damages for emotional distress and anguish;
23 3. For attorney fees and costs; and
24 4. For interest pursuant to Civil Code §§3287 and 3288.

25
26 **ON ALL CAUSES OF ACTION:**

- 27 1. For costs of suit, to the extent not otherwise prayed for above;
28 2. For attorney fees to the extent not otherwise prayed for above;

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- 3. For interest on damages recoverable; and
- 4. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial.

DATED: August 14, 2015

THE GRAVES FIRM

By: 

JACQUELINE TREU

Attorneys for Plaintiffs
Victor Rivas and Maria Vasquez

08 / 14 / 2015