

FILED
LOS ANGELES SUPERIOR COURT.

AUG 17 2009

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BY MARY GARCIA, DEPUTY

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 JENNIFER LEE, an individual,

11 Plaintiff,

12 vs.

13 **THIRD COAST PRODUCTIONS, INC., a**
14 **California Corporation; FOUR BOYS**
15 **PRODUCTIONS, LLC, a California**
16 **Limited Liability Company; PATRICIA**
17 **HEATON, an individual, DAVID HUNT,**
18 **an individual, and DOES 1 through 50,**
19 **inclusive,**

20 Defendants.

Case No.:

BC 419944

COMPLAINT FOR DAMAGES FOR:

- (1) UNPAID WAGES
- (2) UNPAID OVERTIME WAGES
- (3) UNPAID REIMBURSEMENTS
- (4) UNPAID WAITING PENALTY
- (5) FAILURE TO FURNISH WAGE AND HOUR STATEMENTS
- (6) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY - DEMAND FOR WAGES
- (7) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY - MEDICAL CONDITION
- (8) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY - PARENTAL STATUS
- (9) RETALIATION
- (10) CONVERSION
- (11) NEGLIGENCE PER SE
- (12) UNFAIR BUSINESS PRACTICES - COMPETITION

[UNLIMITED CIVIL CASE]

JURY TRIAL DEMANDED

CT/CASE: BC419944 LEA/DEF#:
 RECEIVED #: DCR478957836
 DATE PAID: 08/17/09 01:25:00 PM
 PAYEE: \$355.00
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Hiller Z. Sanchez

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1 Plaintiff JENNIFER LEE (hereinafter "Plaintiff") hereby alleges as follows:

2 **NATURE OF THE ACTION**

3 1. The rich and famous are not above the law, and they are not granted any special
4 immunities. Just like any other employer, the rich and famous must not retaliate against
5 employees. If the rich and famous wish to employ individuals to cater to their every need, they
6 must also refrain from violating California's wage and hour laws.
7

8 2. Unfortunately, as set forth herein, that is what happened in this matter. Plaintiff
9 was fired from her job as the personal assistant for PATRICIA HEATON (television actress)
10 and DAVID HUNT (actor and husband of PATRICIA HEATON). Plaintiff was fired soon
11 after she requested payment of her unpaid wages, discussed her medical issues, and her as a
12 parent became an issue for her employers, THIRD COAST PRODUCTIONS, INC., FOUR
13 BOYS PRODUCTIONS, LLC, PATRICIA HEATON, and DAVID HUNT (collectively
14 hereinafter "DEFENDANTS").
15

16 **GENERAL ALLEGATIONS**

17 3. At all times herein relevant, Plaintiff was and now is an individual residing in
18 the County of Los Angeles, State of California.

19 4. Plaintiff is informed and believes, and based thereon alleges, that Defendant
20 THIRD COAST PRODUCTIONS, INC. (hereinafter "THIRD COAST PRODUCTIONS"), is,
21 and at all times herein relevant was, a California corporation doing business in the County of
22 Los Angeles, State of California.
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24 5. Plaintiff is informed and believes, and based thereon alleges, that Defendant
25 FOUR BOYS PRODUCTIONS, LLC (hereinafter "FOUR BOYS PRODUCTIONS"), is, and
26 at all times herein relevant was, a California limited liability company doing business in the
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1 County of Los Angeles, State of California.

2 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
3 herein relevant Defendant PATRICIA HEATON was and now is an individual residing in the
4 County of Los Angeles, State of California.

5 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
6 herein relevant Defendant DAVID HUNT was and now is an individual residing in the County
7 of Los Angeles, State of California.

8 8. Plaintiff is informed and believes, and based thereon alleges, that at all times
9 herein relevant THIRD COAST PRODUCTIONS, FOUR BOYS PRODUCTIONS,
10 PATRICIA HEATON, and DAVID HUNT maintain their offices and transact business in the
11 County of Los Angeles, California.

12 9. The true names and capacities of Defendants sued herein as DOES 1 through
13 50, inclusive, are currently unknown to Plaintiff, who therefore sues said Defendants by such
14 fictitious names. Plaintiff is informed and believes, and based thereon alleges, that each of the
15 Defendants designated herein as a DOE is legally responsible in some manner for the events
16 and happenings referred to herein, and caused injury and damage proximately thereby to
17 Plaintiff as herein alleged. Plaintiff will seek leave of Court to amend this complaint to
18 provide the true names and capacities of these Defendants once their true names and capacities
19 have been ascertained.

20 10. Plaintiff is informed and believes, and based thereon alleges, that at all times
21 mentioned in this complaint, each Defendant and DOES 1 through 50 were the manager,
22 officer, director, shareholder, owner, agent, servant, employee, co-venturer, and/or co-
23 conspirator of each of the remaining Defendants, and were at all times herein mentioned, acting
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1 within the course, scope, purpose, consent, knowledge, ratification, and authorization of such
2 agency, service, employment, joint venture, and/or conspiracy, and all acts alleged to have been
3 committed by any one of them was committed on behalf of every other defendant.

4
5 11. Whenever in this Complaint reference is made to any act of Defendants, such
6 allegations shall be deemed to mean all named Defendants and DOES 1 through 50, or their
7 officers, agents, managers, representatives, employees, heirs, assignees, customers, and tenants,
8 did or authorized such acts while actively engaged in the operation, management, direction or
9 control of the affairs of Defendants and while acting within the course and scope of their
10 duties.

11
12 12. Plaintiff is informed and believes, and based thereon alleges, that THIRD
13 COAST PRODUCTIONS and FOUR BOYS PRODUCTIONS are, and at all times herein
14 relevant were, the production companies for PATRICIA HEATON and DAVID HUNT.

15 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 mentioned in this complaint, THIRD COAST PRODUCTIONS and FOUR BOYS
17 PRODUCTIONS were interrelated, had common management, had centralized control of labor
18 relations, and had common ownership and/or financial control over the entities.

19
20 **FACTUAL ALLEGATIONS COMMON TO MORE THAN ONE CAUSE OF ACTION**

21 14. From on or about August 2007 to March 2009, Plaintiff was employed as a
22 personal assistant for PATRICIA HEATON. Plaintiff also performed personal assistant work
23 for PATRICIA HEATON's husband DAVID HUNT. When PATRICIA HEATON first hired
24 Plaintiff to be her personal assistant, they agreed that Plaintiff would work fifteen (15) to
25 twenty (20) hours per week and Plaintiff would perform most of her work from home.

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27 **///**

1 replace Anna Kim. As a result, Plaintiff's hours increased to perform the extra work that Anna
2 Kim had performed. However, Plaintiff was not paid for the additional work she performed in
3 excess of the fifteen (15) to twenty (20) hours per week.

4
5 23. At the end of January 2009, Plaintiff had a conversation with PATRICIA
6 HEATON and DAVID HUNT regarding Plaintiff's unpaid wages. During that conversation,
7 Plaintiff requested payment of her unpaid wages, including unpaid overtime. Also, during that
8 conversation PATRICIA HEATON and DAVID HUNT discussed that Plaintiff's small child
9 interfered with their schedule and was becoming a problem.

10
11 24. Following that conversation in which unpaid wages were requested, PATRICIA
12 HEATON acted differently towards Plaintiff and stopped her normal communications with
13 Plaintiff. However, Plaintiff continued to perform her work for DEFENDANTS.

14
15 25. Since January 2009, Plaintiff has demanded her unpaid wages including, but not
16 limited to, regular pay, overtime pay, medical stipend, and reimbursements on multiple
17 occasions. Specifically, on or about March 9, 2009, Plaintiff discussed with PATRICIA
18 HEATON her unpaid wages and her medical condition and a possible need for medical
19 accommodation. PATRICIA HEATON abruptly ended the conversation.

20
21 26. Following the conversation on or about March 9, 2009, Plaintiff continued
22 working for DEFENDANTS, but PATRICIA HEATON did not return Plaintiff's telephone
23 calls.

24
25 27. Then, on or about March 18, 2009, PATRICIA HEATON called Plaintiff and
26 terminated her employment. In that telephone conversation, PATRICIA HEATON stated,
27 however, Plaintiff continued to perform her work for DEFENDANTS among other things, that things might have been different if Plaintiff did not have a young
28 child.

1 32. From July 12, 2008, through July 18, 2008, Plaintiff worked performing her
2 regular duties, but DEFENDANT did not pay Plaintiff wages including, but not limited to,
3 regular pay, overtime pay, medical stipend, and reimbursements totalling at least \$809.38, but
4 the exact amount will be determined upon proof at trial.

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6 33. Additionally, DEFENDANTS did not pay the full amount of wages owed to
7 Plaintiff for unpaid wages and stipend from June 2008 to March 2009, totaling at least
8 \$3,232.66, but the exact amount will be determined upon proof at trial.

9
10 34. In addition to the other unpaid wages and reimbursements, DEFENDANTS did
11 not pay the full amount of wages owed to Plaintiff in Plaintiff's paycheck dated March 20,
12 2009, totaling at least \$72.44, but the exact amount will be determined upon proof at trial.

13 35. Plaintiff has also worked additional hours for which she was not paid, at least 86
14 hours, totalling at least \$ 3,311, but the exact amount will be determined upon proof at trial.

15 36. The total amount owed to Plaintiff for unpaid work and stipend is at least
16 \$7,425.48, but the exact amount will be determined upon proof at trial.

17 37. It is a violation of the California Labor Code § 206.5 to require an employee to
18 sign a severance agreement in exchange for wages owed.

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20 38. As a result of DEFENDANTS' conduct in requiring Plaintiff to work without
21 pay, DEFENDANTS' conduct violates California Labor Code §§ 201, 202, 204, 510, 558,
22 1194 and/or 1198 and the applicable Wage Orders. Therefore, pursuant to California Labor
23 Code §§ 218.5, 218.6, 558, and 1194, Plaintiff has sustained and will sustain damages and is
24 entitled to recover damages for the non-payment of wages for all hours worked and stipend,
25 penalties, interest, attorneys' fees, and costs of suit.

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28 The total amount owed to Plaintiff for unpaid work and stipend is at least \$7,425.48, but the exact amount will be determined upon proof at trial.

42. As a proximate result of Defendant's violations of California Labor Code §§ 201, 202, 204, 510, 515, 558, 1194 and 1198 unlawful acts in requiring Plaintiff to work without a day off without paying the overtime rate, Plaintiff has sustained and will sustain damages in the amount of 1½ or double time her regular hourly rate in amounts according to proof at the time of trial for all overtime hours worked together with interest thereon and attorneys' fees and costs of suit.

43. Plaintiff has also incurred and continued to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial. Therefore, pursuant to Labor Code §§ 558 and 1194, Plaintiff has sustained and will sustain damages and is entitled to recover damages for the non-payment of wages for all hours worked, penalties, interest, attorneys' fees, and costs of suit.

THIRD CAUSE OF ACTION

(UNPAID REIMBURSEMENTS - VIOLATION OF LABOR CODE §§ 2802)

(Against All Defendants and DOES 1 through 50, inclusive)

44. Plaintiff, as a separate and distinct cause of action, complains and realleges and incorporates herein by reference, as though fully set forth herein, each of the allegations in paragraphs 1 through 43 of this Complaint.

45. Labor Code § 2802 provides that an employee must be reimbursed for employment-related expenses, including for all necessary expenditures or losses incurred in direct consequence of the discharge of his or her duties.

46. Moreover, at all relevant times herein, a term of Plaintiff's employment was that she was to be reimbursed for all employment expenses.

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1 47. Plaintiff incurred in an amount to be proven at the time of trial but at least
2 \$209.54 in employment-related expenses incurred in direct consequences of the discharge of
3 her duties during her employment that was not reimbursed.

4 48. Additionally, Plaintiff's final paycheck did not include the aforementioned
5 reimbursements.

6 49. DEFENDANTS' conduct violates California Labor Code § 2802.

7 50. Plaintiff is owed and entitled to reimbursements for employment-related
8 expenses, including for all necessary expenditures or losses incurred in direct consequence of
9 the discharge of Plaintiff's duties, in an amount to be proven at the time of trial, and interest
10 thereon at the legal rate.

11 51. Additionally, pursuant to Labor Code § 2802, Plaintiff is entitled to recover all
12 reasonable costs, including, but not limited to, attorneys' fees and costs of suit herein incurred
13 by the employee enforcing the rights granted by § 2802.

14 **FOURTH CAUSE OF ACTION**

15 **(UNPAID WAITING PENALTY – VIOLATION OF LABOR CODE § 203)**

16 **(Against All Defendants and DOES 1 through 50, inclusive)**

17 52. Plaintiff, as a separate and distinct cause of action, complains and realleges and
18 incorporates herein by reference, as though fully set forth herein, each of the allegations in
19 paragraphs 1 through 51 of this Complaint.

20 53. Labor Code § 201 requires an employer who discharges an employee to pay
21 compensation due and owing to said employee immediately upon discharge. Labor Code §
22 203, which at all times relevant herein, provides that if an employer willfully fails to pay
23 promptly any compensation to an employee who is discharged or quits, then the employer is
24 liable to the employee enforcing the rights granted by § 2802.

COMPLAINT FOR DAMAGES

1 58. From June 2008 through March 2009, DEFENDANTS have knowingly and
2 intentionally failed to furnish Plaintiff with timely itemized wage and hour statements
3 accurately showing total hours worked during each pay period by Plaintiff and the
4 corresponding number of hours worked at each hourly rate by Plaintiff, as required by Labor
5 Code § 226.
6

7 59. DEFENDANTS thus required Plaintiff to work for longer hours than those
8 fixed, or under conditions prohibited, by order of the Industrial Welfare Commission, in
9 violation of those orders.

10 60. Plaintiff suffered injury as a result of DEFENDANTS' knowing and intentional
11 failure to provide her with the wage and hour statements as required by law.
12

13 61. Plaintiff is owed \$50.00 for the initial pay period in which DEFENDANTS
14 failed to provide a statement showing total hours worked and \$100.00 for each subsequent pay
15 period, up to a total of \$4,000.00.

16 62. In committing the foregoing acts, DEFENDANTS were guilty of oppression,
17 fraud and/or malice. In addition to the actual damages caused thereby, costs of suit, and
18 attorneys' fees, Plaintiff is entitled to recover damages for the sake of example and by way of
19 punishing DEFENDANTS.
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SIXTH CAUSE OF ACTION

(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY -

DEMAND FOR WAGES)

(Against All Defendants and DOES 1 through 50, inclusive)

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25 63. Plaintiff is owed \$50.00 for the initial pay period in which
26 63. Plaintiff, as a separate and distinct cause of action, complains and realleges and
27 incorporates herein by reference, as though fully set forth herein, each of the allegations in
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1 liable for waiting time penalties in the form of continued compensation of such employee for
2 not more than thirty (30) days.

3 54. More than thirty (30) days have passed since Plaintiff was discharged on or
4 about March 2009, from her employment with DEFENDANTS; however, Plaintiff has not
5 received her earned and unpaid wages, including but not limited to, regular pay, overtime,
6 medical stipend, and reimbursements.
7

8 55. Instead, DEFENDANTS and their agents, business managers, and/or attorneys
9 have stated that they would only pay Plaintiff a small portion of her unpaid wages if she would
10 agree to sign a severance agreement in exchange for any payment of wages. It is a violation of
11 the California Labor Code § 206.5 to require an employee to sign a severance agreement in
12 exchange for wages owed.
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14 56. DEFENDANTS, and each of them, willfully failed and refused, and continue to
15 willfully fail and refuse, to timely pay compensation and wages to Plaintiff whose employment
16 was terminated, as required by Labor Code §§ 201 and 202. As a result, Plaintiff is entitled to
17 waiting time penalties of thirty (30) days compensation, together with interest thereon and
18 attorneys' fees and costs, pursuant to Labor Code § 203.
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20 **FIFTH CAUSE OF ACTION**

21 **(FAILURE TO FURNISH WAGE AND HOUR STATEMENTS)**

22 **(Against All Defendants and DOES 1 through 50, inclusive)**

23 57. Plaintiff, as a separate and distinct cause of action, complains and realleges and
24 incorporates herein by reference, as though fully set forth herein, each of the allegations in
25 paragraphs 1 through 56 of this Complaint.
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27 58. DEFENDANTS, and each of them, willfully failed and refused to

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1 paragraphs 1 though 62 of this Complaint.

2 64. It is the law and public policy of the State of California that no employer may
3 terminate an employee in order to avoid paying wages due. In Gould v. Maryland Sound
4 Industries, Inc. (1995) 31 Cal.App. 4th 1137, 1148, the California Court of Appeal held that it
5 is a violation of fundamental public policy for an employer to terminate an employee in order
6 to avoid paying wages. California also allows and encourages employees to demand unpaid
7 wages, while prohibiting employers from retaliating against employees who exercise their
8 rights by demanding payment of wages.

10 65. DEFENDANTS, and each of them, were motivated to terminate Plaintiff's
11 employment on grounds that violate California public policies and laws as set forth in Labor
12 Code and the common law, as referenced above.

14 66. The act of terminating Plaintiff violated the public policy contained in the above
15 statutes and law and constitutes wrongful termination.

17 67. As a proximate result of the wrongful conduct of DEFENDANTS, and each of
18 them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
19 employment benefits in an amount according to proof at the time of trial.

20 68. As a proximate result of the wrongful conduct of DEFENDANTS, and each of
21 them, Plaintiff has suffered humiliation, embarrassment, emotional distress, worry, fear,
22 anxiety, and mental pain and anguish, all to her damage in an amount according to proof at the
23 time of trial.

24 69. In doing the acts herein alleged, DEFENDANTS, and each of them, acted with
25 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff. Therefore,
26 pursuant to Civil Code § 3294(a), Plaintiff is entitled to punitive damages according to proof at
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1 the time of trial.

2 **SEVENTH CAUSE OF ACTION**

3 **(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY -**
4 **MEDICAL CONDITION)**

5 **(Against All Defendants and DOES 1 through 50, inclusive)**

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7 70. Plaintiff, as a separate and distinct cause of action, complains and realleges and
8 incorporates herein by reference, as though fully set forth herein, each of the allegations in
9 paragraphs 1 through 69 of this Complaint.

10 71. It is a violation of fundamental public policy of the State of California for an
11 employer to terminate an employee based on an employee's medical condition and discussions
12 regarding possible medical accommodation.

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14 72. DEFENDANTS, and each of them, were motivated to terminate Plaintiff's
15 employment on grounds that violate California public policies and laws as set forth in Labor
16 Code and the common law, as referenced above.

17 73. The act of terminating Plaintiff violated the public policy contained in the above
18 statutes and law and constitutes wrongful termination.

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20 74. As a proximate result of the wrongful conduct of DEFENDANTS, and each of
21 them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
22 employment benefits in an amount according to proof at the time of trial.

23 75. As a proximate result of the wrongful conduct of DEFENDANTS, and each of
24 them, Plaintiff has suffered humiliation, embarrassment, emotional distress, worry, fear,
25 anxiety, and mental pain and anguish, all to her damage in an amount according to proof at the
26 time of trial.
27 DEFENDANTS, and each of them, were motivated to terminate Plaintiff's employment on grounds that violate California public policies and laws as set forth in Labor Code and the common law, as referenced above.

COMPLAINT FOR DAMAGES

1 76. In doing the acts herein alleged, DEFENDANTS, and each of them, acted with
2 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff. Therefore,
3 pursuant to Civil Code § 3294(a), Plaintiff is entitled to punitive damages according to proof at
4 the time of trial.

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6 **EIGHTH CAUSE OF ACTION**

7 **(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY -**
8 **PARENTAL STATUS)**

9 77. Plaintiff, as a separate and distinct cause of action, complains and realleges and
10 incorporates herein by reference, as though fully set forth herein, each of the allegations in
11 paragraphs 1 through 76 of this Complaint.

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13 78. It is a violation of fundamental public policy of the State of California for an
14 employer to terminate an employee based on an employee's status as a parent.

15 79. DEFENDANTS, and each of them, were motivated to terminate Plaintiff's
16 employment on grounds that violate California public policies and laws as set forth in Labor
17 Code and the common law, as referenced above.

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19 80. The act of terminating Plaintiff violated the public policy contained in the above
20 statutes and law and constitutes wrongful termination.

21 **PARENTAL STATUS)**
22 81. As a proximate result of the wrongful conduct of DEFENDANTS, and each of
23 them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
24 employment benefits in an amount according to proof at the time of trial.

25 82. As a proximate result of the wrongful conduct of DEFENDANTS, and each of
26 them, Plaintiff has suffered humiliation, embarrassment, emotional distress, worry, fear,
27 anxiety, and mental pain and anguish, all to her damage in an amount according to proof at the
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1 time of trial.

2 83. In doing the acts herein alleged, DEFENDANTS, and each of them, acted with
3 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff. Therefore,
4 pursuant to Civil Code § 3294(a), Plaintiff is entitled to punitive damages according to proof at
5 the time of trial.
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7 **NINTH CASUE OF ACTION**

8 **(RETALIATION)**

9 **(Against All Defendants and DOES 1 through 50, inclusive)**

10 84. Plaintiff, as a separate and distinct cause of action, complains and realleges and
11 incorporates herein by reference, as though fully set forth herein, each of the allegations in
12 paragraphs 1 though 83 of this Complaint.
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14 85. During her employment, Plaintiff demanded her unpaid wages, a legally
15 protected activity.

16 86. DEFENDANTS terminated Plaintiff's employment.

17 87. Plaintiff's protected activities were motivating factors for DEFENDANTS'
18 termination of Plaintiff's employment.
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20 88. As a proximate result of the wrongful conduct of DEFENDANTS, and each of
21 them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
22 employment benefits in an amount according to proof at the time of trial.

23 89. As a proximate result of the wrongful conduct of DEFENDANTS, and each of
24 them, Plaintiff has suffered humiliation, embarrassment, emotional distress, worry, fear,
25 anxiety, and mental pain and anguish, all to her damage in an amount according to proof at the
26 time of trial.
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ELEVENTH CAUSE OF ACTION

(NEGLIGENCE PER SE)

(Against All Defendants and DOES 1 through 50, inclusive)

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97. Plaintiff, as a separate and distinct cause of action, complains and realleges and incorporates herein by reference, as though fully set forth herein, each of the allegations in paragraphs 1 through 96 of this Complaint.

98. DEFENDANTS, and each of them, knew or reasonably should have known, that the California Labor Code and the Industrial Wage Orders required them to properly compensate Plaintiff for all wages including, but not limited to, regular pay, overtime pay, medical stipend, and reimbursements, due at the time of her termination.

99. At all relevant times, DEFENDANTS, and each of them, knew, or reasonably should have known, that the conduct, acts, and failure to act of their managers, supervisors, and agents violated Plaintiff's rights under the law of the State of California, which laws constitute public policy of the State of California.

100. DEFENDANTS, and each of them, violated various sections of the Labor Code and the Industrial Wage Orders by engaging in the following conduct:

- a. Failing to pay Plaintiff wages including, but not limited to, regular pay, overtime pay, medical stipend, and reimbursements;
- b. Failing to pay Plaintiff all wages due to her at the time of her termination, including, but not limited to, regular pay, overtime pay, medical stipend, and reimbursements;
- c. Failing to reimburse Plaintiff for employment-related expenses, including for all necessary expenditures or losses incurred in direct consequence of the discharge

of her duties;

- d. Requiring Plaintiff to sign a severance agreement in exchange for wages owed in violation of the California Labor Code § 206.5;
- e. Failing to pay Plaintiff the waiting penalty pursuant to Labor Code § 203; and
- f. Failing to furnish Plaintiff the required wage and hour statements.

101. As a proximate result of the wrongful conduct of DEFENDANTS, and each of them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at the time of trial.

TWELFTH CAUSE OF ACTION

(UNFAIR BUSINESS PRACTICES & COMPETITION – VIOLATIONS OF BUSINESS & PROFESSIONS CODE § 17200)

(Against All Defendants and DOES 1 through 50, inclusive)

102. Plaintiff, as a separate and distinct cause of action, complains and realleges and incorporates herein by reference, as though fully set forth herein, each of the allegations in paragraphs 1 through 101 of this Complaint.

103. By violating the forgoing statutes, regulations, and laws, the acts of DEFENDANTS, and each of them, constitute unfair business practices, unlawful and fraudulent conduct under California Business and Professions Code § 17200.

104. The aforementioned acts constitute unlawful, unfair, and fraudulent activity prohibited by California Business and Professions Code § 17200, and said unlawful, unfair, and fraudulent conduct directly harmed Plaintiff.

105. Moreover, DEFENDANTS, and each of them, engaged in acts of fraud with regards to PLAINTIFF including, but not limited to, the acts of promising agreed compensation

Moreover, DEFENDANTS, and each of them, knowingly and fraudulently engaged in these activities in order to avoid paying Plaintiff's earned wages, including, but not limited to, regular pay, overtime pay, medical stipend, and reimbursements.

1 and reimbursements to Plaintiff and then unilaterally refusing to pay.

2 106. DEFENDANTS, and each of them, knowingly and fraudulently engaged in
3 these activities in order to avoid paying Plaintiff's earned wages, including, but not limited to,
4 regular pay, overtime pay, medical stipend, and reimbursements.

5 107. The fraudulent actions of DEFENDANTS, and each of them, constitute unfair,
6 unlawful, and/or fraudulent business practices and/or acts, which are designed to harm
7 competition and which violate the spirit of intent of anti-competitive laws. These practices
8 were employed with Plaintiff and possibly other employees.

9 108. Violations of California wage and hour laws by DEFENDANTS, and each of
10 them, constitute a business practice because it was done repeatedly over a significant period of
11 time and in a systematic manner to the detriment of Plaintiff during the course of offering
12 services and employment in competition with other businesses.

13 109. Therefore, DEFENDANTS, and each of them, should be enjoined and prevented
14 from engaging in such fraudulent, unlawful, and unfair acts and violations of wage laws in the
15 future and should be ordered to make restitution to employees including Plaintiff and others
16 adversely impacted by such fraudulent, unlawful, and unfair practices and to pay all other
17 monies as required by applicable law.

18 110. Plaintiff in fact suffered injury in fact and lost money and or property as a result
19 of the aforementioned unlawful and unfair competition by DEFENDANTS, and each of them,
20 which included, but not limited to, a loss of wages and money that belonged to Plaintiff.
21 Plaintiff is informed and believes, and based thereon alleges, that the questions raised are of
22 common or general interest to many affected former co-employees.

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111. Therefore, DEFENDANTS, and each of them, should be enjoined and prevented

1 111. As a result of DEFENDANTS', and each of their, improper acts,
 2 DEFENDANTS, and each of them, have reaped and continue to reap unfair benefits and illegal
 3 profits at Plaintiff's expense. DEFENDANTS, and each of them, should be made to restore to
 4 Plaintiff and other employees these gains pursuant to California Business and Professions Code
 5 § 17203.

7 112. Plaintiff requests restitution of all monies belonging and/or owed to Plaintiff
 8 and disgorgement of all profits from DEFENDANTS, and each of them, based on the
 9 withholding of Plaintiff's unpaid wages, overtime, medical stipend, reimbursements, waiting
 10 penalties, and all other compensation, in an amount according to proof at the time of trial.

12 113. DEFENDANTS, and each of them, should also be subject to a permanent
 13 injunction prohibiting DEFENDANTS, and each of them, from future violation of California
 14 Law including the Labor Code.

15 114. The foregoing conduct of DEFENDANTS, and each of them, was intentional,
 16 willful and malicious and Plaintiff is entitled to punitive damages in an amount to conform to
 17 proof. DEFENDANTS, and each of them, should also be subject to penalties provided for in
 18 the Labor Code, including §§ 210 and 225.5, pursuant to California Business and Professions
 19 Code § 17202 and/or Labor Code § 2698, et seq.

PRAYER FOR RELIEF

22 WHEREFORE, Plaintiff respectfully prays for Judgment be entered against
 23 DEFENDANTS, and each of them, as follows:

- 24 1. For special, general, and compensatory damages;
- 25 2. For unpaid penalties and wages, including, but not limited to, regular
 26 pay, overtime pay, unpaid benefits, and unpaid reimbursements,
 27 including the Labor Code.

For special, general, and compensatory damages;

For statutory penalties and wages including but not limited to:

COMPLAINT FOR DAMAGES

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according to proof;

3. For past and future lost income and benefits;

4. For statutory penalties pursuant to Labor Code § 218.5;

5. For thirty (30) day penalties pursuant to Labor Code § 203, according to proof;

6. For punitive and/or exemplary damages to Plaintiff as well as all other recoverable penalties to Plaintiff and/or the State of California;

7. For emotional distress damages;

8. For attorneys' fees to the extent allowed by law, including but not limited to, pursuant to the California Labor Code §§ 218.5, 226, 2802, and/or 1194, Code of Civil Procedure § 1021.5, and/or other applicable laws;

9. For past and future lost income and benefits;
For prejudgment and post-judgment interest as available by law,
For statutory penalties pursuant to Labor Code § 218.5;
including but not limited to, causes of action brought pursuant to the California Labor Code §§ 218.5, 218.6, 226.5, 1194, and/or 2802;

10. That the Court find that DEFENDANTS' violations as described above for punitive and/or exemplary damages to Plaintiff and/or the State of California are found to have been willful;

11. A permanent injunction prohibiting DEFENDANTS from discriminating against employees on the basis of medical condition or disability or parental status and/or in retaliation for demanding payment of wages in violation of the California Labor Code;
and/or 1194 Code of Civil Procedure § 1021.5;

12. For DEFENDANTS, and each of them, to be ordered and enjoined to pay restitution to Plaintiff and other current employees and former

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pay restituted to Plaintiff and each of them.

employees of Defendants, and each of them, due to DEFENDANTS',
and each of their, unlawful, unfair, and fraudulent activities, pursuant to
Business and Professions Code §§ 17200-05;

13. For DEFENDANTS, and each of them, to be further enjoined to cease
and desist from unlawful activities in violation of Business and
Professions Code §§ 17200;

14. For disgorgement through restitution of all ill-gotten and/or ill-gained
profits, including, but not limited to, unpaid wages, unpaid overtime,
unpaid stipend, unpaid reimbursements, and/or penalties, resulting from
DEFENDANTS', and each of their, unfair business practices pursuant to
Business and Professions Code §§ 17200-05 and Labor Code §§ 2698 et

seq. and each of their, unlawful, unfair, and fraudulent activities.

15. For costs of suit incurred herein; and

16. For such other and further relief as may be deemed just and proper.

DATED: August 14, 2009

LAW OFFICES OF AMANDA HILL

Professions Code §§ 17200;

By: 

AMANDA HILL

Attorney for Plaintiff;

Jennifer Lee

DEFENDANTS', and each of their, unfair business practices pursuant to

Business and Professions Code §§ 17200-05 and Labor Code §§ 2698 et

For costs of suit incurred herein;

For such other and further relief as may be deemed just and proper.