

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Teresa Beaudet

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (272020)

500 N. Central Ave., Suite 840

Glendale, California 91203

Telephone: (818) 484-6531

Facsimile: (818) 956-1983

Attorneys for Plaintiff Veronica Flores Sanchez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VERONICA FLORES SANCHEZ,

Plaintiff,

vs.

KOHANOF AND ZARABIAN DDS
DENTAL CORP.; PEDRAM ZARABIAN
B AND KOHANOF DDS CORP.; LA
CRESCENTA KOHANOF AND
ZARABIAN DDS DENTAL CORP and
DOES 1 to 25, inclusive,

Defendants.

CASE NO.: 20STCV26767

COMPLAINT FOR DAMAGES FOR:

- 1) **WRONGFUL CONSTRUCTIVE
DISCHARGE IN VIOLATION OF
PUBLIC POLICY;**
- 2) **FAILURE TO PAY OVERTIME;**
- 3) **FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS;**
- 4) **FAILURE TO PAY WAGES WHEN
EMPLOYMENT ENDS;**
- 5) **FAILURE TO PAY WAGES OWED
EVERY PAY PERIOD;**
- 6) **VIOLATION OF LABOR CODE
SECTION 558;**
- 7) **FAILURE TO MAINTAIN
ACCURATE RECORDS;**
- 8) **FAILURE TO PROVIDE REST
BREAKS;**
- 9) **FAILURE TO PROVIDE MEAL
BREAKS;**
- 10) **FAILURE TO REIMBURSE
BUSINESS EXPENSES;**
- 11) **PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**
- 12) **VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, VERONICA FLORES SANCHEZ (hereinafter "Plaintiff"),
and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants KOHANOF AND ZARABIAN DDS DENTAL CORP.; PEDRAM ZARABIAN B AND KOHANOF DDS CORP.; LA CRESCENTA KOHANOF AND ZARABIAN DDS DENTAL CORP; and DOES 1 to 25, inclusive, (hereinafter collectively known as "Defendants"), do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant KOHANOF AND ZARABIAN DDS DENTAL CORP. is a California Corporation, doing business in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant PEDRAM ZARABIAN B AND KOHANOF DDS CORP. is a California Corporation, doing business in the County of Los Angeles, State of California.

5. Plaintiff is informed and believes that at all times herein mentioned, Defendant LA CRESCENTA KOHANOF AND ZARABIAN DDS DENTAL CORP is a California Corporation, doing business in the County of Los Angeles, State of California. Plaintiff believes that KOHANOF AND ZARABIAN DDS DENTAL CORP.; PEDRAM ZARABIAN B AND KOHANOF DDS CORP. and LA CRESCENTA KOHANOF AND ZARABIAN DDS

1 DENTAL CORP do business as either Burbank City Dental and/or Devonshire Dental Group
2 and were Plaintiff's joint employers as they each controlled the wages, hours, and working
3 conditions of Plaintiff and other similarly situated aggrieved employees. KOHANOF AND
4 ZARABIAN DDS DENTAL CORP.; PEDRAM ZARABIAN B AND KOHANOF DDS
5 CORP.; and LA CRESCENTA KOHANOF AND ZARABIAN DDS DENTAL CORP are
6 collectively referred to as "Defendants" or "KOHANOF AND ZARABIAN DDS".

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8 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
9 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
10 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
11 defendants, numbers 1 to 25, reside in the State of California and are in some manner
12 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
13 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
14 and capacities of these fictitiously named defendants.

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16 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
17 that information and belief, alleges that at all times herein mentioned, each of the remaining
18 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
19 under the authority of their agency, employment, or representative capacity, with the consent
20 of his/her codefendants.

21 **GENERAL ALLEGATIONS**

22
23 8. Plaintiff started working for KOHANOF AND ZARABIAN DDS on or around June
24 16, 2019 as a "Treatment Coordinator". Plaintiff's last date of employment was on or around
25 January 20, 2020. Plaintiff was classified as an hourly, non-exempt employee and earned
26 approximately \$20 per hour. Plaintiff worked approximately 5 to 7 days per week at various
27 locations, including Mission Hills and Burbank.

1 9. It is Plaintiff's position that KOHANOF AND ZARABIAN DDS committed numerous
2 Labor Code Sections against Plaintiff and other similarly situated aggrieved employees.

3 10. KOHANOF AND ZARABIAN DDS also violated Labor Code §510 because it failed to
4 pay Plaintiff and other aggrieved employees the correct amount of overtime, even though they
5 worked more than 8 hours per day and/or 40 hours per week throughout their employment.
6 Plaintiff's and other aggrieved employees' actual work hours entitled them to overtime
7 compensation, however, KOHANOF AND ZARABIAN DDS did not compensate its hourly,
8 non-exempt employees with the correct amount of overtime.

9 11. KOHANOF AND ZARABIAN DDS also violated Labor Code § 226.7 and the
10 appropriate Industrial Welfare Commission Wage Order no. 4 because it failed to provide
11 Plaintiff and others with 10-minute rest periods for every four hours of work, or majority portion
12 thereof, throughout their employment. KOHANOF AND ZARABIAN DDS did not completely
13 relieve Plaintiff and others of all duty during said rest periods. KOHANOF AND ZARABIAN
14 DDS did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of
15 compensation for each workday that one or more statutory rest periods was not provided. It was
16 not part of the company policy for employees such as Plaintiff and others to take rest breaks,
17 especially in the fast-paced dental practice. As such, the culture at KOHANOF AND
18 ZARABIAN DDS did not lend itself to the employees receiving statutory rest breaks wherein
19 they were relieved of all work duties. As such, the environment at KOHANOF AND
20 ZARABIAN DDS was not conducive to receiving statutory rest breaks under California law and
21 timely, statutory rest breaks were not authorized or enforced.

22 12. KOHANOF AND ZARABIAN DDS violated Labor Code §§ 512 and 226.7 along with
23 Industrial Welfare Commission Wage Order no. 4 because it failed to provide hourly, non-
24 exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal
25 periods for every five (5) hours of work throughout their employment. KOHANOF AND
26 ZARABIAN DDS did not completely relieve employees of all duty during said meal periods.
27 KOHANOF AND ZARABIAN DDS did not pay to Plaintiff and its hourly, non-exempt
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1 employees one additional hour of pay at their regular rate of compensation for each workday that
2 one or more statutory meal periods was not provided. The hourly, non-exempt employees,
3 including Plaintiff, would often not be able to receive their meal periods before the 5th hour
4 worked and would in fact rarely be able to receive and take any uninterrupted, 30-minute meal
5 periods whatsoever due to work obligations and the fast-paced dental practice. Due to being too
6 busy, Plaintiff and others would simply not clock out and would not take a meal break. Instead,
7 they would have to eat for a few minutes while working and when they got the chance. Plaintiff
8 did not take any meal breaks while working at Burbank City Dental. Like the rest breaks,
9 receiving a thirty-minute uninterrupted meal break was not part of the company culture and was
10 not enforced by KOHANOF AND ZARABIAN DDS. It was the normal practice and custom of
11 KOHANOF AND ZARABIAN DDS not to authorize, permit, and enforce timely statutory meal
12 periods.

13 13. In fact, it is important to note that Plaintiff eventually felt forced to quit and her
14 employment was constructively terminated on January 20, 2020 because Plaintiff could not
15 handle working in an environment where she was not receiving her statutory breaks. The latter
16 took a huge toll on Plaintiff's body and caused Plaintiff physical and mental problems. Plaintiff
17 complained to manager, "Maria", about the lack of breaks and the toll it was taking on her body,
18 however, no changes were implemented.

19 14. Furthermore, during the relevant time period, KOHANOF AND ZARABIAN DDS
20 failed to pay Plaintiff and others all wages due to them within any time period specified by
21 California Labor Code section 204. KOHANOF AND ZARABIAN DDS was also in violation
22 of California Labor Code section 226(a), by failing to include pertinent information on the wage
23 statements, including but not limited to, the full and correct name of the legal employer along
24 with the employer's address, all hours worked (including overtime), gross wages earned, net
25 wages earned, premium pay for the missed meal and rest breaks, and business expense
26 reimbursement, among others. As such, KOHANOF AND ZARABIAN DDS did not provide
27 Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized
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1 wage statements. In fact, management and ownership told Plaintiff and others that they would
2 have access to their pay stubs on-line and through an on-line log in, however, management never
3 gave employees the log-in information. As such, Plaintiff and others did not have access to their
4 pay stubs and never received pay stubs throughout their employment. Plaintiff would have no
5 idea how many hours she got paid for and would just see "direct deposit" notifications in her
6 bank statements.

7 15. During the relevant time period, KOHANOF AND ZARABIAN DDS also failed to keep
8 accurate and complete payroll records showing the actual hours worked per day and the wages
9 paid to Plaintiff and others pursuant to California Labor Code sections 1174(d).

10 16. KOHANOF AND ZARABIAN DDS also violated Labor Code § 203 because it willfully
11 failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages
12 upon separation of employment, either immediately upon involuntary termination, or within 72
13 hours of resignation. These earned but unpaid wages include overtime compensation, premium
14 pay for missed meal and rest breaks, and business expense reimbursement.

15 17. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred
16 necessary, business-related expenses and costs that were not reimbursed by KOHANOF AND
17 ZARABIAN DDS. These costs include, but are not limited to, the use of personal cell phones
18 for work purposes as well as mileage reimbursement/gas. As part of her job duties, Plaintiff and
19 the biller (also named "Veronica") were asked by management to drive in their personal vehicle
20 during work hours and pick up the manager's ("Maria") daughter from school and bring her back
21 to the office. Accordingly, KOHANOF AND ZARABIAN DDS was in violation of California
22 Labor Code sections 2800 and 2802.

23 18. Moreover, KOHANOF AND ZARABIAN DDS failed to provide sick pay pursuant to
24 Labor Code section 246 and also failed to provide Worker's Compensation coverage for Plaintiff
25 and other aggrieved employees in violation of Labor Code Section 3700.5.

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FIRST CAUSE OF ACTION

WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY

(Against All Named Defendants and all DOE Defendants)

19. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

20. At all times during her employment with Defendants, Plaintiff performed her duties with the utmost diligence and competence.

21. Plaintiff is informed and believes and thereon alleges that Defendants did not follow the California Labor Code in providing timely, uninterrupted meal and rest breaks throughout her employment tenure. There were many workdays wherein Plaintiff did not receive her statutory rest breaks, which caused Plaintiff exhaustion, fatigue, tiredness, and mental distress.

Plaintiff complained to manager, "Maria", about the lack of breaks and the toll it was taking on her body, however, no changes were implemented. This situation became intolerable for Plaintiff and Plaintiff had no alternative but to resign and did in fact resign on or around January 20, 2020.

22. The employment of Plaintiff was constructively wrongfully terminated on or around January 20, 2020 in violation of the fundamental public policy of the State of California with respect to receiving statutory meal and rest breaks per the California Labor Code. Moreover, Plaintiff was forced to hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and constitutional expressions of public policy including, but not limited to, California Labor Code Sections 226.3, 226.7, and 512.

23. As set forth above, said actions by Defendants was wrongful and in violation of the fundamental principles of the public policy of the State of California as reflected in its laws, objectives and policies. Said statutes and constitutional expressions of public policy include, but are not limited to, California Labor Code. These laws inure to the benefit of the public at large, and not just the private interests of the employers and employees whom they govern or protect.

24. As a direct and proximate result of the aforementioned acts and omissions of

1 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
2 loss of income (past and future), loss of employment benefits (past and future), general and
3 compensatory damages (past and future), mental pain and anguish and emotional distress (past
4 and future), and will continue to suffer in the future, in an amount to be proved at trial.

5 25. The foregoing conduct engaged in by Defendants and each of its directors, officers
6 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
7 and carried on with a conscious and willful disregard of their workers' right to work in an
8 environment where statutory breaks are allowed for the health and well-being of employees, so
9 as to justify the imposition of punitive damages to punish and set an example of said
10 Defendants.
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12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME**

14 **(California Industrial Welfare Commission Order 4-2001, California Code of**
15 **Regulations Title 8 Section 11040)**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

19 27. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
20 Regulations, Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were
21 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
22 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
23 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
24 hours in a day or hours worked in excess of eight (8) on the seventh consecutive workday in a
25 week.

26 28. Plaintiff was a non-exempt employee entitled to the protections of the California
27 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
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1 Section 11040.

2 29. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
3 single workweek on numerous occasions.

4 30. Plaintiff worked more than twelve (12) hours in a single workday.

5 31. Plaintiff was entitled to the above overtime premiums.

6 32. Defendants did not pay Plaintiff premium wages of at least one and one-half times
7 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

8 33. Defendants did not pay Plaintiff premium wages of at least one and one-half times
9 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

10 34. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular
11 rate of pay for hours worked past twelve (12) in a day.

12 35. Plaintiff worked at least one pay period in which she was not properly paid overtime
13 within the three (3) years prior to the initiation of this lawsuit.

14 36. Defendants know or should know the actual dates of overtime worked, the amount of
15 overtime worked, and the amount of unpaid overtime due.

16 37. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
17 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
18 Court.

19 38. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
20 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for
21 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
22 reasonable attorney's fees and costs of suit.

23 39. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
25 trial.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(California Labor Code Section 226)**

4 **(Plaintiff against all named defendants and all DOE defendants)**

5 40. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 39, inclusive, of this Complaint as though fully set forth herein.
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8 41. Pursuant to California Labor Code Section 226, every employer must furnish each
9 employee an itemized statement of wages and deductions at the time of payment of wages.

10 42. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
11 that accurately reflected all information required by Labor Code Section 226, including but not
12 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
13 the employee (regular and overtime), all deductions, and premium pay for missed rest breaks
14 and meal break. Therefore, Defendants failed to maintain and provide accurate itemized wage
15 statements to Plaintiff in accordance with California Labor Code Section 226(a).

16 43. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
17 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
18 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
19 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
20 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
21 the 3-year period immediately preceding the date this lawsuit was filed.

22 44. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
23 sustained damages, including loss of earnings, in an amount to be established at trial. As a
24 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
25 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
26 and attorney's fees pursuant to statute.

27 45. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28 along with any allowable interest, penalties, attorney's fees, and costs according to proof at

1 trial.

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3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

5 **(California Labor Code Sections 201, 203)**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 46. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 45, inclusive, of this Complaint as though fully set forth herein.

9 47. Pursuant to California Labor Code Section 201(a), an employer who discharges an
10 employee must immediately pay for all compensation due and owing.

11 48. Pursuant to California Labor Code Section 202, when an employee resigns, the
12 employer must pay all compensation due and owing within 72 hours of resignation, or on the
13 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

14 49. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
15 without abatement or reduction, any wages of an employee whose employment ends, the wages
16 of the employee shall continue as a penalty from the due date at the same rate until paid or until
17 an action is commenced; however, the wages shall not continue for more than 30 days for
18 failure to pay an employee owed wages.

19 50. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
20 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

21 51. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
24 preceding the filing of this lawsuit.

25 52. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
26 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
27 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.
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1 53. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

6 **(California Labor Code Section 204)**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

10 55. California Labor Code Section 204 establishes the fundamental right of all employees
11 in the State of California to be paid wages in a timely fashion for their work.

12 56. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
13 full amount of all owed wages when due as required by California Labor Code Section 204.

14 57. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
15 informed, believes, and thereon alleges, that all times relevant during the liability period,
16 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
17 including overtime hours as well as premiums for missed rest breaks and meal breaks.

18 58. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
19 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
20 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
21 from Defendants' records or indirectly based on information from Defendants' records.

22 59. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial.

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SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 558

(California Labor Code Section 558)

(Plaintiff against all named defendants and all DOE defendants)

60. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 59, inclusive, of this Complaint as though fully set forth herein.

61. California Labor Code Section 558 states that any person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was filed.

62. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus, Defendants are subject to civil penalties under the following laws:

- a. California Labor Code Section 558. Defendants failed to pay Plaintiff overtime wages for overtime hours worked. As such, Defendants violated Section 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each subsequent violation for each pay period for which Plaintiff was underpaid in addition to an amount sufficient to recover underpaid wages.
- b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for relief associated with Plaintiff's prosecution of this cause of action under California

1 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
2 paying Plaintiff for her overtime hours worked and providing premium pay for
3 missed meal and rest breaks.

4 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
5 fees for relief associated with Plaintiff's prosecution of this cause of action under
6 California Labor Code Sections 200, et seq.

7 63. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due
8 under the statutes, regulations, and wage orders alleged in this cause of action along with any
9 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

10 64. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
11 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

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13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO MAINTAIN ACCURATE RECORDS**

15 **(California Labor Code Section 1174(d))**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

19 66. Labor Code section 1174(d) requires that employers, including Defendants, maintain
20 accurate records showing the hours worked daily by its employees and to whom wages were
21 paid.

22 67. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
23 employer, including Defendants, to keep accurate information with respect to each one of their
24 employees including, but not limited to, the total wages paid each payroll period, and time
25 records showing when the employee begins and ends each work period, meal periods, split
26 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
27 the applicable rates of pay.
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1 68. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
2 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
3 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
4 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the
5 applicable rates of pay, and total wages earned for the payroll period.

6 69. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
7 continues to suffer substantial losses related to Defendants' failure to record and maintain
8 records of meal and rest periods as well as time records.

9 70. Plaintiff seeks all available remedies for Defendants' violations including, but not
10 limited penalties, and costs to the extent permitted by law and according to proof at trial.

11 **EIGHTH CAUSE OF ACTION**

12 **FAILURE TO GIVE REST BREAKS**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

16 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 17 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which
18 provides that every employer shall authorize and permit all employees to take rest
19 periods, which insofar as practicable shall be in the middle of each work period.

20 The authorized rest period time shall be based on the total hours worked daily at the
21 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- 22 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which
23 provides that if an employer fails to provide an employee a rest period in
24 accordance with the applicable provisions of this order, the employer shall pay the
25 employee one (1) hour of pay at employee's regular rate of compensation for each
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workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

73. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

74. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO GIVE MEAL BREAKS**

3 **(Plaintiff against all named defendants and all DOE defendants)**

4 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.
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7 78. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 8 a. California Labor Code section 512(a), which requires that employees be given a 30-
9 minute uninterrupted meal break after five (5) hours of work, and a second
10 uninterrupted meal break after ten (10) hours of work;
11
12 b. California Labor Code section 226.7, which states that (a) no employer shall require
13 any employee to work during any meal period mandated by an applicable order of
14 the Industrial Welfare Commission, and (b) if any employer fails to provide an
15 employee a meal period in accordance with an applicable order of the Industrial
16 Welfare Commission, the employer shall pay the employee one (1) additional hour
17 of pay at the employee's regular rate of compensation for each workday that the
18 meal period is not provided;
19
20 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
21 under Title 8 of the California Code of Regulations Section 11040, which states that
22 if an employer fails to provide an employee a meal period in accordance with the
23 applicable provisions of the Wage Order, the employer shall pay the employee one
24 (1) hour of pay at the employee's regular rate of compensation for each workday
25 that the meal period is not provided;
26
27 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
28 codified under Title 8 of the California Code of Regulations Section 11040, which

- 1 require an employer to maintain records documenting its employees' meal periods;
- 2 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
- 3 codified under California Code of Regulations Section 11040, which penalizes the
- 4 employer \$50.00 for each initial violation, per employee, of any provision of the
- 5 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 6 f. California Labor Code section 1171 and 1173, which have given the California
- 7 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4)
- 8 as enforceable law.
- 9

10 79. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks

11 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted

12 to take a second relieved meal break after ten (10) hours of work, as required by California

13 law. California Labor Code section 512(a) and California Industrial Welfare Commission

14 Order No. 4 , as codified under California Code of Regulations Sections 11040 et. seq., require

15 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,

16 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all

17 work duty. California Labor Code section 226.7 provides that employers may not require their

18 employees to work through their meal periods. California Labor Code section 226.7 and

19 California Code of Regulations section 11040 requires that if the employer fails to provide the

20 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour

21 of pay for each workday that the meal period is not given.

22

23 80. Under this cause of action, Plaintiff prays for wages due to her under the statutes,

24 regulations, and wage orders alleged in this cause of action along with any allowable interest,

25 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for

26 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

27

28 81. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's

1 fees as well as interest under Labor Code section 218.6.

2 82. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
4 trial.

5 **TENTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

7 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

8 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 82, inclusive, of this Complaint as thought fully set forth herein.

10 84. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
11 employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties."

13 85. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
14 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
15 of completing his job duties, which were not reimbursed by Defendant. These expenses
16 include, but are not limited to, the use of personal cell phones for work purposes as well as
17 mileage reimbursement/gas. As part of her job duties, Plaintiff and the biller (also named
18 "Veronica") were asked by management to drive in their personal vehicle during work hours and
19 pick up the manager's ("Maria") daughter from school and bring her back to the office.
20 Accordingly, KOHANOF AND ZARABIAN DDS was in violation of California Labor Code
21 sections 2800 and 2802.

22 86. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
23 and attorney's fees and costs, under Labor Code section 2802.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **ELEVENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **Individual and Representative Claim for PAGA penalties under California Labor Code**
4 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558,**
5 **1174, 1174.5, 2802, 3700.5)**

6 **(Against All Named Defendants and all DOE Defendants)**

7 87. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 86, inclusive, of this Complaint as though fully set forth herein.

9 88. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
10 Defendants of the specific violations of the California Labor Code that Defendants
11 and DOE defendants have violated and continue to violate.

12 89. Pursuant to California Labor code section 2699.3, no response was received from the
13 LWDA within 65 days of the postmark date of the above-alleged letter.

14 90. Plaintiff therefore has exhausted all administrative remedies required of her under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
16 cause of action and pursue penalties in a representative action for Defendants' violations of the
17 Labor Code.

18 91. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
19 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
20 departments, divisions, commissions, boards, agencies, or employees for violation of the code
21 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
22 on behalf of himself or herself and other current or former employees pursuant to the
23 procedures specified in California Labor Code section 2699.3.

24 92. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
25 violator and had one or more of the alleged violations committed against her, and therefore is
26 properly suited to represent the interests of other current and former employees who are
27 defined as all hourly, non-exempt employees who worked for Defendants in the State of
28

1 California during the applicable PAGA period.

2 93. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
3 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
4 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

5 94. Plaintiff therefore has exhausted all administrative remedies required of her under
6 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
7 cause of action and pursue penalties in a representative action for Defendants' violations of the
8 Labor Code.

9 95. California Labor Code section 2699 et seq. imposes penalties upon culpable
10 Defendants for violating the Labor Code.

11 96. California Labor Code section 558 establishes a civil penalty as follows: Any
12 employer or other person action on behalf of an employer who violates, or causes to be
13 violated, a section of this chapter or any provision regulating hours and days of work in any
14 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
15 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
16 dollars (\$50) for each underpaid employee for each pay period for which the employee was
17 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
18 employee for each pay period for which the employee was underpaid ...;

19 97. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
20 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
21 seeking individual/victim specific relief or underpaid wages under this particular cause of
22 action.

23 98. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
24 law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
25 the following:

26 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
27 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 2802, 3700.5 via 2698 and 2699 and
28 any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (nos. 4)

1 violated based on the facts alleged in this Complaint.

2 99. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
3 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
4 employees as alleged herein in an amount to be shown according to proof at trial and within the
5 jurisdictional limits of this Court.

6 **TWELFTH CAUSE OF ACTION**

7 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

8 **(California Business and Professions Code Section 17200)**

9 **(Plaintiff against All Named Defendants and all DOE defendants)**

10 100. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

12 101. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
13 constitutes unfair and unlawful business practices under California Business and Professions
14 Code Section 17200, et seq.

15 102. Defendant's violations of California labor laws constitutes a business practice because
16 it was done repeatedly over a significant period of time in a systematic manner that was
17 detrimental to Plaintiff and other similarly situated aggrieved employees.

18 103. For the four years preceding the filing of this action, Plaintiff has suffered damages
19 and request damages and/or restitution of all monies and profits to be disgorged from
20 Defendants in an amount according to proof at time of trial, but in excess of the
21 jurisdiction of this Court.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
24 follows:
25

- 26 1. For compensatory damages including lost past and future wages, overtime,
27 commissions, and all other sums of money, including employment benefits, together
28

- 1 with interest on said amounts, and any other economic injury to Plaintiff, according to
- 2 proof;
- 3 2. For general damages according to proof;
- 4 3. For special and consequential damages to the extent allowed by law;
- 5 4. For restitution and disgorgement for all unfair business practices by Defendants
- 6 against Plaintiff in an amount according to proof;
- 7 5. For an award of punitive damages against Defendants according to proof;
- 8 6. For an order enjoining Defendants from further unfair and unlawful business practices
- 9 in violation of Business and Professions Code section 17200, et seq.;
- 10 7. For damages and penalties against Defendants under Labor Code section
- 11 226 for Plaintiff in an amount subject to proof at trial;
- 12 8. For damages and penalties pursuant to Labor Code section 203 against Defendants in
- 13 an amount subject to proof at trial;
- 14 9. For maximum civil penalties available under the Labor Code and applicable Wage
- 15 Order against Defendants as described more particularly in the Complaint and
- 16 representative PAGA claims;
- 17 10. For all remedies available to Plaintiff under the applicable Wage Order and the
- 18 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 19 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 20 to the extent permitted by law;
- 21 11. For the imposition of civil penalties and/or statutory penalties;
- 22 12. Reasonable attorney's fees where available by law, including but not limited to,
- 23 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
- 24 and/or other applicable laws; and
- 25 13. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 26 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
- 27
- 28

- 1 14. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
2 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
3 15. Costs and expenses of suit incurred herein;
4 16. For all interest as allowed by law;
5 17. For such other and further relief as the Court deems just and proper.
6

7 DATED: July 16, 2020

MESSRELIAN LAW INC.

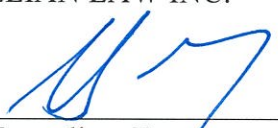
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9 By 
10 Harout Messrelian, Esq.
11 Attorneys for Plaintiff Veronica Flores Sanchez

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
14

15 DATED: July 16, 2020

MESSRELIAN LAW INC.

16
17 By 
18 Harout Messrelian, Esq.
19 Attorneys for Plaintiff Veronica Flores Sanchez
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