

11/25/2020

by: Marina Olivarez Fuentes, Deputy Clerk

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NICOLE BROWN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

NICOLE BROWN, an individual,

Plaintiff,

vs.

JOHN P. HANSEN, DDS, INC., a California
Corporation; JOHN P. HANSEN, an individual.;
and DOES 1 through 25, inclusive,

Defendants.

Case Number **S-CV-0045873**

COMPLAINT FOR DAMAGES,

1. FAILURE TO PAY OVERTIME WAGES
2. FAILURE TO PROVIDE LAWFUL MEAL BREAKS
3. FAILURE TO PROVIDE LAWFUL REST BREAKS
4. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS
5. WAITING TIME PENALTIES
6. UNFAIR COMPETITION [§17200]
7. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
8. RETALIATION IN VIOLATION OF PUBLIC POLICY
9. LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

[AMOUNT DEMANDED EXCEEDS \$25,000.00]

DEMAND FOR JURY TRIAL

I.

-1-

COMPLAINT

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INTRODUCTION

Plaintiff, NICOLE BROWN ("Plaintiff"), brings this Complaint against Defendants JOHN P. HANSEN, DDS, INC (hereinafter "HANSEN INC") and JOHN P. HANSEN (hereinafter "HANSEN") (collectively, "Defendants").

II.

PARTIES

1. At all times mentioned herein, Plaintiff NICOLE BROWN is and was a resident of Placer County, State of California.

2. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned herein, Defendant HANSEN INC is, and at all times was a California Corporation and existing under and by virtue of the of the laws of the State of California. PLAINTIFF is further informed and believes, and thereupon alleges, that HANSEN INC is authorized to conduct business in the State of California and does conduct business in the State of California; specifically, DIGNITY maintains and conducts business in the County of Placer, State of California.

3. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned herein, Defendant HANSEN, is and at all times was an individual residing in the County of Placer, State of California.

4. Defendant JOHN P. HANSEN is and at all times was an officer and director of Defendant HANSEN INC.

5. Plaintiff is informed and believes and thereon alleges, that at all times relevant herein, Defendants and some of DOES 1-25 were the agents, employees, and/or servants, masters, or employers of the remaining DOES 1-25, and in doing the things herein alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other defendants.

6. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1 through 25, inclusive, and therefore sue these defendants by such fictitious names and capacities. Plaintiff will amend this Complaint to show their true names and capacities when they have been ascertained. Plaintiff is informed and believes and thereon alleges that at all times relevant, Defendants

1 HANSEN INC., HANSEN, and each of these fictitiously named DOE defendants was an individual
2 person or entity who owned, controlled, or managed the business for which Plaintiff worked and/or who
3 directly or indirectly exercised operational control over the wages, hours, and working conditions of
4 Plaintiff. These DOES held ownership, officer, director and/or executive positions with the remaining
5 Defendants, and acted on behalf of the remaining Defendants, which included decision-making
6 responsibility for, and establishment of, illegal payroll practices and policies for Defendants which have
7 damaged Plaintiff and others similarly situated. Therefore, DOES 1 - 25, in addition to the remaining
8 Defendants, are “employers” as a matter of law and personally liable on the causes of action alleged
9 herein.

10 7. Plaintiff is informed and believes, and thereon alleges, that Defendants DOES 1 - 25 are,
11 and at all times relevant hereto were, persons, corporations or other business entities organized and
12 existing under and by virtue of the laws of the State of California, and are/were qualified to transact and
13 conduct business in the State of California, and did transact and conduct business in the State of
14 California, and are thus subject to the jurisdiction of the State of California. Specifically, DOES 1 - 25
15 maintain offices, operate businesses, employ persons, conduct business in, and illegally pay employees
16 by illegal payroll practices and policies in the County of Los Angeles.

17 8. Plaintiff is further informed and believes, and thereon alleges, that each of the fictitiously
18 named defendants aided and assisted the named Defendants in committing the wrongful acts alleged
19 herein, and that Plaintiff’s damages were proximately caused by each defendant.

20 9. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
21 mentioned, one or more of each named and/or unnamed defendant(s) was the agent, servant, employee,
22 or employer of one or more of the remaining named and/or unnamed defendant(s) and, as hereinafter
23 alleged, was acting within the scope of such authority, consent, agency, servancy, or employment.
24 Plaintiff is informed and believes, and on that basis alleges, that at all relevant times Defendants and
25 one or more of these fictitiously named DOE Defendants was an individual person who owned,
26 controlled, or managed the business for which Plaintiff worked and/or who directly or indirectly
27 exercised operational control over the wages, hours and working conditions of Plaintiff. These DOES
28 held ownership, officer, director and/or executive positions with Defendants, and acted on behalf of the

1 remaining Defendants, which included decision-making responsibility for, and establishment of, illegal
2 payroll practices and policies for Defendants which have damaged Plaintiff and others similarly situated.

3 10. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
4 mentioned, one or more of each named and/or unnamed defendant(s) was in some fashion, by contract
5 or otherwise, the successors, assigns, joint venturers, co-venturers or partners of one or more of the
6 remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting within that
7 capacity.

8 11. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
9 mentioned, one or more of each unnamed defendant(s) was in some fashion, by contract or otherwise,
10 the assured, insured, indemnitor, guarantor of one or more of the remaining named and/or unnamed
11 defendant(s) for the acts alleged herein and was acting within that capacity.

12 12. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
13 mentioned, one or more of each named and/or unnamed defendant(s) was the alter-ego of one or more
14 of the remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting for their
15 own benefit and/or the benefit of one or more of the remaining named and/or unnamed defendant(s).

16 13. Defendants HANSEN INC, HANSEN, and Does 1 through 25 are referred to as
17 "Defendants"

18 14. This Court has jurisdiction over this action because the Plaintiff was employed in the
19 county of Placer and Defendants were doing business in the County of Placer, State of California.

20 **III.**

21 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 15. Plaintiff is a former employee of Defendants and was employed by Defendants from
23 approximately March 16, 2015 as a marketing coordinator and registered dental assistant.

24 16. Plaintiff is an hourly paid employee and earned \$27.00 per hour

25 17. From approximately March 16, 2015 through approximately January 2020, Plaintiff's
26 schedule was Monday through Thursday from 7:00 a.m. to 6:00 p.m.

27 18. From approximately March 16, 2015 through approximately January 2020, Plaintiff
28 occasionally worked on Fridays.

1 19. Starting approximately January 2020, Defendants changed Plaintiff's schedule to
2 Monday through Thursday from 7:00 a.m. to 6:00 p.m. and Friday from 8:00 a.m. to 2:00 p.m.

3 20. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided with rest
4 breaks and rest breaks were not offered to Plaintiff.

5 21. Plaintiff routinely worked in excess of eight (8) hours per day and forty (40) hours per
6 week, all without receiving proper wages, including and overtime wages.

7 22. Throughout her employment, Defendants did not compensate Plaintiff with all overtime
8 compensation because Defendants required Plaintiff to work an alternative workweek schedule,
9 however, Defendants never implemented a proper alternative workweek schedule.

10 23. During her employment with Defendants, Plaintiff complained to Defendants that
11 Defendants was not providing its employees, including Plaintiff, with meal breaks on Fridays. Plaintiff
12 also complained to HANSEN regarding various labor code violations and how HANSEN was neglecting
13 and treating his patients.

14 24. On or about March 13, 2020, Defendants, due to COVID-19, placed its employees on a
15 furlough.

16 25. Shortly after March 13, 2020, Defendants requested Plaintiff to come into the office to
17 treat a patient who had an emergency. Plaintiff complained to Defendants regarding inadequate PPE
18 equipment.

19 26. On or about April 2020, Plaintiff filed an OSHA complaint against Defendants. Plaintiff
20 is informed and believes, and on that basis alleges, that Defendants were made aware of Plaintiff's
21 OSHA complaint in May 2020.

22 27. Plaintiff filed a second OSHA complaint in July 2020.

23 28. On or about April 28, 2020, Plaintiff, through her counsel, notified Defendants, in
24 writing, regarding various labor code violations.

25 29. Plaintiff is informed and believes and, on that basis, alleges that unlike other employees,
26 Defendants subsequently refused to reinstate Plaintiff thereby terminating Plaintiff's employment and
27 have cancelled Plaintiffs health insurance.

IV.
CLAIMS FOR RELIEF
FIRST CAUSE OF ACTION

(FAILURE TO PAY PAGES- OVERTIME WAGE
Against All Defendants and DOES 1 through 25, Inclusive)

30. Plaintiff refers to and incorporates herein by reference as if fully set forth, each and every allegation contained in paragraphs 1 through 29, inclusive.

31. At all relevant times, Plaintiff was an employee of Defendants.

32. 'Hours worked' means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

33. At all times relevant to this complaint, California Labor Code §510 was in effect and provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." In addition, work in excess of twelve (12) hours in a single workday, or in excess of eight (8) hours on the seventh day of a workweek is paid at double the regular hourly rate of pay.

34. Overtime pay is computed based on the regular rate of pay. The regular rate of pay includes many different kinds of remuneration. Under California law, the determination of regular rate of pay for purposes of determining overtime pay must include the employee's commissions, bonuses, or other non-hourly compensation. Labor Code §200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation.

35. At all times herein mentioned, Plaintiff worked for Defendants during shifts that consisted of more than eight hours in a work day and/or more than forty hours in a work week and was not paid overtime wages for all hours worked.

36. At all times relevant herein, Labor Code Section 1194(a) provides that an employee who had not been paid overtime compensation could recover the unpaid balance of the full amount of

1 overtime wages due, including interest thereon, together with reasonable attorney's fees and costs of
2 suit.

3 37. California Labor Code section 558(a) further provide for civil penalties against any
4 employer or other person acting on behalf of an employer who violates, or causes to be violated, these
5 overtime pay requirements in the following amounts: (1) for any initial violation, fifty dollars (\$50) for
6 each underpaid employee for each pay period for which the employee was underpaid in addition to an
7 amount sufficient to recover underpaid wages; and (2) for each subsequent violation, one hundred dollars
8 (\$100) for each underpaid employee for each pay period for which the employee was underpaid in
9 addition to an amount sufficient to recover underpaid wages.

10 38. As a direct and proximate result of Defendants' willful, knowing, and intentional failure
11 to pay overtime wages, Plaintiff has suffered and continues to suffer wage losses in a sum according to
12 proof.

13 39. California Labor Code sections 1194 and 1194.2 provide that any employee receiving
14 less than the legal minimum wage is entitled to recover the unpaid balance of the full amount of this
15 minimum wage compensation in a civil action plus an additional equal amount as liquidated damages,
16 interest thereon, as well as reasonable attorneys' fees and cost of suit.

17 40. Plaintiff is also entitled to recover penalties pursuant to Labor Code §§ 558 and 1197.1.

18 41. Plaintiff incurred and continues to incur legal expenses and attorney's fees. Plaintiff is
19 entitled to legal expenses and attorney's fees pursuant to California Labor Code §1194(a), in a sum
20 according to proof.

21 42. This failure to pay proper over time and double time also resulted in derivative violations
22 of Labor Code sections 201-204 (for failure to pay all wages during employment and at termination)
23 and Labor Code section 226 (for failure to accurately state all wages earned on the wage statements).

24 43. Pursuant to Labor Code section 558.1, Defendant HANSEN, who is an owner, director,
25 officer, or managing agent of HANSEN INC, may be held liable as the employer for such violation since
26 Plaintiff is informed and believes and on that basis alleges that Defendant HANSEN was acting on
27 behalf of HANSEN INC and caused the labor codes alleged in this cause of action to be violated.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE LAWFUL MEAL BREAKS**

3 **(Against All Defendants and DOES 1 through 25, Inclusive)**

4 44. Plaintiff refers to and incorporates herein by reference as if fully set forth, each and every
5 allegation contained in paragraphs 1 through 43, inclusive.

6 45. At all relevant times herein, Plaintiff's employment with Defendants was subject to the
7 provisions of California Labor Code § 226.7, Labor Code § 512 and the applicable Wage Order, which
8 require the employer to provide employees a thirty-minute meal break for every five hours worked,
9 unless expressly exempted.

10 46. Defendants violated Labor Code Section 512 and IWC Wage Order 5-2001 by failing to
11 provide Plaintiff with all requisite minute meal periods required by law.

12 47. Defendants further violated IWC Wage Order 5-2001 and Labor Code Section 226.7 by
13 failing to pay one hour of compensation at Plaintiff's regular rates of pay for each work day that a lawful
14 meal period was not provided, in an amount according to proof at the time of trial. This amount remains
15 owed and unpaid.

16 48. For each time that Plaintiff was not provided the required meal period, Plaintiff is entitled
17 to recover one additional hour of pay at her regular rate of compensation pursuant to California Labor
18 Code § 226.7

19 49. Section 558 provides that "any employer or other person acting on behalf of an employer
20 who violates, or causes to be violated, [Labor Code sections 500 through 558], or any provision
21 regulating hours and days of work in any order of the [IWC] shall be subject to a civil penalty...." (1) For
22 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
23 employee was underpaid in addition to an amount sufficient to recover underpaid wages and (2) For
24 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
25 for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

26 50. Plaintiff is therefore entitled to payment, in an amount to be proven at trial, for additional
27 pay for each meal period that Defendants failed to provide, plus penalties per section 558.

28 51. Pursuant to Labor Code section 558.1, Defendant HANSEN, who is an owner, director,

1 officer, or managing agent of HANSEN INC, may be held liable as the employer for such violation since
2 Plaintiff is informed and believes and on that basis alleges that Defendant HANSEN was acting on
3 behalf of HANSEN INC and caused the labor codes alleged in this cause of action to be violated.
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5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

7 **(Against All Defendants and DOES 1 through 25, Inclusive)**

8 52. Plaintiff refers to and incorporates herein by reference as if fully set forth, each and every
9 allegation contained in paragraphs 1 through 51, inclusive.

10 53. Pursuant to IWC Wage Order 5-2001, Defendants were required to authorize and permit
11 Plaintiff to take rest periods, based upon the total hours worked at a rate of ten (10) minutes net rest time
12 per four (4) hours or major fraction thereof, with no deduction from wages.

13 54. Throughout Plaintiff's employment, Defendants failed and refused to authorize and
14 permit Plaintiff to take ten (10) minute rest periods for every four (4) hours worked or major fraction
15 thereof, in violation of IWC Wage Order 5-2001.

16 55. Defendants further violated IWC Wage Order 5-2001 and Labor Code Section 226.7 by
17 failing to pay Plaintiffs one (1) hour of pay at Plaintiff's regular rates of pay for each rest period not
18 provided, in an amount according to proof at the time of trial. This amount remains owed and unpaid.

19 56. Under California law, Defendant is obligated to pay Plaintiff who worked through a rest
20 break or was not provided a proper rest break for every four (4) hours worked at the rate of one hour of
21 regular pay per violation.

22 57. Pursuant to Labor Code section 558.1, Defendant HANSEN, who is an owner, director,
23 officer, or managing agent of HANSEN INC, may be held liable as the employer for such violation since
24 Plaintiff is informed and believes and on that basis alleges that Defendant HANSEN was acting on
25 behalf of HANSEN INC and caused the labor codes alleged in this cause of action to be violated.
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2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

4 **against All Defendants and DOES 1 through 25, Inclusive)**

5 58. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs
6 1 through 57, as if fully set forth herein.

7 59. California Labor Codes §§ 226 and 1174 require employers to maintain and furnish each
8 employee with an itemized statement showing, *inter alia*, the total hours worked by the employee on a
9 semi-monthly basis or with each paycheck. Plaintiff was not exempt from this requirement and therefore
10 was entitled to receive a statement of the hours worked from Defendant.

11 60. Defendants did not provide Plaintiff with accurate itemized wage statements, namely,
12 Defendants did not provide Ms. Brown with wage statements showing the correct gross wages earned
13 for the pay period; the correct net wages earned for the pay period; the accurate applicable hourly rates
14 in effect during the pay period and the corresponding number of hours worked at each hourly rate; and
15 meal and rest break premiums.

16 61. Defendants and each of them, knowingly and intentionally failed to comply with Labor
17 Code Section 226, causing damages to the Plaintiff. These damages, including but not limited to costs
18 expended calculating the true hours worked and the amount of employment taxes which were not
19 properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elects to
20 recover liquidated damages of \$50.00 for the initial pay period in which the violation occurred, and
21 \$100.00 for each violation in subsequent pay periods pursuant to the Labor Code Section 226, in an
22 amount according to proof at the time of trial, plus reasonable attorney's fees and costs pursuant to Labor
23 Code Section 226(g).

24 62. Plaintiff is entitled to recover penalties pursuant to Labor Code § 1174.5.

25 63. Plaintiff is entitled to recover penalties pursuant to Labor Code § 226.3.

26 64. Pursuant to Labor Code section 558.1, Defendant HANSEN, who is an owner, director,
27 officer, or managing agent of HANSEN INC, may be held liable as the employer for such violation since
28 Plaintiff is informed and believes and on that basis alleges that Defendant HANSEN was acting on

1 behalf of HANSEN INC and caused the labor codes alleged in this cause of action to be violated.
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3 **FIFTH CAUSE OF ACTION**
4 **(WAITING TIME PENALTIES - CAL. LAB. CODE §§ 203 –**
5 **against All Defendants and DOES 1 through 25, Inclusive)**

6 65. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs
7 1 through 64, as if fully set forth herein.

8 66. Plaintiff was furloughed on or about March 13, 2020.

9 67. Plaintiff was not reinstated by Defendants and thus, terminated by Defendants.

10 68. To date, Plaintiff has not been paid in full her unpaid wages.

11 69. Defendants have willfully failed to pay Plaintiff all monies owed to her, without
12 withholding.

13 70. As a result of these failures to pay, Plaintiff is entitled to waiting time penalties pursuant
14 to Labor Code § 203, for a period of thirty (30) days.

15 71. Plaintiff has incurred and continues to incur legal expenses and attorney's fees. Plaintiff
16 is entitled to legal expenses and attorney's fees, pursuant to Labor Code § 218.5, in a sum according to
17 proof.

18 72. Pursuant to Labor Code section 558.1, Defendant HANSEN, who is an owner, director,
19 officer, or managing agent of HANSEN INC, may be held liable as the employer for such violation since
20 Plaintiff is informed and believes and on that basis alleges that Defendant HANSEN was acting on
21 behalf of HANSEN INC and caused the labor codes alleged in this cause of action to be violated.

22 **SIXTH CAUSE OF ACTION**
23 **(FOR UNFAIR COMPETITION IN VIOLATION OF UNFAIR BUSINESS PRACTICES-CAL.**
24 **BUSINESS & PROFESSIONS CODE SECTION 17200 *ET. SEQ.* –**
25 **Against All Defendants and DOES 1 through 25 Inclusive)**

26 73. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs
27 1 through 72, as if fully set forth herein.
28

1 74. Defendants have engaged in acts of unfair competition as defined in Bus. & Prof. Code
2 §§ 17200, *et seq.*, by engaging in the acts and practices alleged herein.

3 75. Plaintiff is informed and believes and, on that basis, alleges, that the unlawful, unfair
4 and/or fraudulent practices alleged herein are based upon a policy or practice that is continuing in nature.
5 Specifically, Defendants, and each of them, have engaged, continue to engage, and will continue to
6 engage in a pattern and practice of:

- 7 A) Failing to pay Plaintiff overtime pay;
8 B) Failing to provide lawful meal and rest breaks;
9 C) Failing to provide Plaintiff with accurate itemized wage statements;
10 D) Failing to pay waiting time penalties;

11 76. As a direct and proximate result of these unlawful and unfair practices, Plaintiff has
12 suffered injury in fact and lost income in that Defendants have become unjustly enriched by the savings
13 in salaries, benefits, and other employment perquisites that Plaintiff would otherwise have earned but
14 for the aforesaid unfair business practices. Defendants should be made to disgorge and make restitution
15 of and restore all ill-gotten gains attributable to these acts and practices to Plaintiff.

16 77. Under the Business & Professions Code Section 17203, Plaintiff is entitled to obtain
17 restitution of these funds on behalf of herself for Defendants' unfair business practices as enumerated
18 herein.

19 78. Pursuant to Business & Professions Code Section 17203, injunctive relief is necessary to
20 prevent Defendants from continuing to engage in the unfair business practices as alleged herein. Plaintiff
21 is informed and believes that Defendants, and persons acting in concert with them, have committed and
22 will continue to commit the above unlawful acts unless restrained or enjoined by this Court. Unless the
23 relief prayed for below is granted, a multiplicity of actions will result. Plaintiff has no plain, speedy, or
24 adequate remedy at law, in that pecuniary compensation would not afford adequate and complete relief.
25 The above-described acts will cause great and irreparable damage to Plaintiff unless Defendants are
26 restrained from committing further illegal acts.

27 79. Plaintiff's success in this action will result in the enforcement of important rights. Private
28 enforcement of the rights enumerated in this complaint is necessary, as public agencies have only sought

1 limited enforcement of those rights, if any. Plaintiff is incurring a financial burden in pursuing this.
2 Plaintiff further seeks to enjoin the above-referenced unlawful actions under the Labor Code. Therefore,
3 Plaintiff seeks an award of attorney's fees and costs of suit on this cause of action pursuant to CCP
4 Section 1021.5 and other applicable laws.
5

6 **SEVENTH CAUSE OF ACTION**

7 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

8 **(Against All Defendants and Does 1 Through 25, Inclusive)**

9 80. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs
10 1 through 79, as if fully set forth herein.

11 81. During Plaintiff's employment, Plaintiff engaged in protective activity, by among other
12 things, complaining to Defendants about missed meal break and unpaid wages and also filing OSHA
13 Complaints against Defendants.

14 82. California Labor Code section 98.6 protects an employee filing or threatening to file a
15 claim or complaint with the Labor Commissioner, instituting or causing to be instituted any proceeding
16 relating to rights under the jurisdiction of the Labor Commissioner, or testifying in any such proceeding,
17 complaining orally or in writing about unpaid wages, or for exercising (on behalf of oneself or other
18 employees) any of the rights provided under the Labor Code or Orders of the Industrial Welfare
19 Commission, including, but not limited to, the right to demand payment of wages due, the right to
20 express opinions about, support or oppose an alternative workweek election, or the exercise of any other
21 right protected by the Labor Code. In addition to other remedies that might be available, a civil penalty
22 of up to \$10,000 may be awarded to an employee for each violation of Labor Code section 98.6.

23 83. California Labor Code Section 1102.5 protects against retaliation for disclosing
24 information, or because an employer believes an employee has disclosed information, to a government
25 or law enforcement agency, to a person with authority over the employee, or to another employee who
26 has the authority to investigate, discover, or correct a violation where an employee reasonably believes
27 that the information discloses a violation of a state or federal statute, or a violation of or noncompliance
28 with a local, state, or federal rule or regulation. In addition to other remedies that might be available, a

1 civil penalty of up to \$10,000 may be awarded for each violation.

2 84. California Labor Code Section 6310 protects an employee who: (1) complains about
3 safety or health conditions or practices, (2) institutes or causes to be instituted any proceeding relating
4 to the employee's rights to safe and healthful working conditions, or testifies in any such proceeding,
5 (3) exercises any rights under the California Occupational Safety and Health Act, or (4) participates in
6 an occupational health and safety committee established pursuant to Labor Code section 6401.7.

7 85. As a result of her complaints, Plaintiff is informed and believes and therein alleges that
8 Defendants subjected Plaintiff to an adverse employment action, including, refusing to reinstate Plaintiff
9 thereby terminating employment and terminating Plaintiff's medical insurance.

10 86. As a direct, foreseeable, and proximate result of Defendants' actions, Plaintiff has
11 suffered and continues to suffer mental and emotional distress and discomfort, all to Plaintiff's damages
12 in an amount in excess of the minimum jurisdiction of this court, the precise amount to be proven at
13 trial.

14 87. As a direct and proximate result of the Defendants' conduct, as described above, Plaintiff
15 has incurred, and will continue to incur medical expenses, loss of compensation, benefits, earning
16 capacity, wages, opportunities for employment and advancement, and work experience, all to Plaintiff's
17 damages in an amount according to proof.

18 88. Plaintiff is informed and believes and thereon alleges that the aforesaid acts directed
19 toward each of them were carried out with a conscious disregard of Plaintiff's rights to be free from
20 such illegal behavior, such as to constitute oppression, fraud, or malice pursuant to California Civil code
21 section 3294 entitling Plaintiff to punitive damages in an amount appropriate to punish and make an
22 example of Defendants.

23 **EIGHTH CAUSE OF ACTION**

24 **RETALIATION IN VIOLATION OF PUBLIC POLICY**

25 **(Against All Defendants and DOES 1-25 Inclusive)**

26 89. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs
27 1 through 88, as if fully set forth herein.

28 90. As set forth above, Plaintiff engaged in protective activity.

1 91. As a result of her complaints, Plaintiff is informed and believes and therein alleges that
2 Defendants subjected Plaintiff to an adverse employment action, including, refusing to reinstate Plaintiff
3 thereby terminating employment and terminating Plaintiff's medical insurance.

4 92. The conduct of Defendants, and each of them, was a substantial factor in causing the
5 harm suffered by Plaintiff.

6 93. As a direct, foreseeable, and proximate result of Defendants' actions, Plaintiff has
7 suffered and continues to suffer mental and emotional distress and discomfort, all to Plaintiff's damages
8 in an amount in excess of the minimum jurisdiction of this court, the precise amount to be proven at
9 trial.

10 94. As a direct and proximate result of the Defendants' conduct, as described above, Plaintiff
11 has incurred, and will continue to incur medical expenses, loss of compensation, benefits, earning
12 capacity, wages, opportunities for employment and advancement, and work experience, all to Plaintiff's
13 damages in an amount according to proof.

14 95. Plaintiff is informed and believes and thereon alleges that the aforesaid acts directed
15 toward each of them were carried out with a conscious disregard of Plaintiff's rights to be free from
16 such illegal behavior, such as to constitute oppression, fraud, or malice pursuant to California Civil code
17 section 3294 entitling Plaintiff to punitive damages in an amount appropriate to punish and make an
18 example of Defendants.

19 **NINTH CAUSE OF ACTION**

20 **(LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004: LABOR CODE SECTION**
21 **26980**

22 **Against All Defendants and DOES 1 through 25 Inclusive)**

23 96. Plaintiff refers to and incorporates by reference each and every allegation of paragraphs
24 1 through 95 as if fully set forth herein

25 97. Plaintiff is seeking penalties on behalf of herself and a class of similarly situated
26 employees (i.e. non-exempt employees and all other similarly situated non-exempt employees, however
27 titled) who have been employed by Employer in California during the last four years.

28 98. During the period beginning one year period preceding the filing of the Complaint in this

1 action (the "Civil Penalty Period"), Defendants violated, including but not limited, to Labor Code §§
2 98.6, 201,202,203,226, 226.3, 226.7, 510, 512, 558 1102.5, 1194, 1194.2, 1197, 1197.1, and 6310.

3 99. Labor Code §2699(a) and (g) authorize an aggrieved employee, on behalf of herself and
4 other current and former employees, to bring a civil action to recover civil penalties pursuant to the
5 procedures specified in Labor Code §2699.3.

6 100. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
7 §2699.3. Pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code
8 sections 2698-2699.5 ("PAGA"), Plaintiff has provided written notice by certified mail to the
9 Labor & Workforce Development Agency ("LWDA") and to Defendants of the legal claims and theories
10 of this case.

11 101. Having satisfied the requirements of California Labor Code § 2699.3(a), pursuant to
12 California Labor Code § 2699, Plaintiffs hereby seeks all penalties provided by California Labor Code
13 sections for violations alleged herein in the amounts to be proved at trial.
14

15 **PRAYER**

16 WHEREFORE, the Plaintiff respectfully prays that this Court enter judgment in his favor and
17 against Defendants, and each of them, as follows:

- 18 1. For payment of all unpaid overtime wages now due;
- 19 2. Liquidated Damages;
- 20 3. Damages for unpaid wages for missed meal periods under Labor Code §226.7;
- 21 4. Damages for unpaid wages for missed rest periods under Labor Code §226.7;
- 22 5. Penalties for failing to provide wage statements;
- 23 6. Penalties under Cal. Lab. Code § 226.8, et seq.
- 24 7. Penalties under Labor Code section 1174.5 and 1198.5
- 25 8. Damages for unpaid wages under Labor Code sections 201 or 202
- 26 9. Damages for unpaid penalty wage under Labor Code section 203;
- 27 10. Restitution under Business and Professions Code § 17203;
- 28 11. For equitable relief in the nature of declaratory relief, restitution of all monies due to

1 Plaintiff, disgorgement of profits from unlawful business practices of Defendants, and
2 an accounting;

3 12. A preliminary and permanent injunction ordering Defendants to cease the unlawful
4 and unfair business practices as alleged above;

5 13. For all penalties provided by Labor Code §2699(a)-(f);

6 14. For back pay, front pay, and other special damages according to proof;

7 15. For General Damages;

8 16. For all Statutory Damages;

9 17. For Punitive Damages;

10 18. An award of pre-judgment and post-judgment interest, as provided by law;

11 19. An award of Plaintiff's costs, disbursements and reasonable attorneys' fees to the
12 extent allowable by law on the appropriate causes of action; and

13 20. An award of such other and further legal and equitable relief as this Court deems
14 necessary, just and proper.

15
16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial as provided by § 631 of the California Code of Civil
18 Procedure.

19
20 Dated: October 27, 2020

LAW OFFICES OF MORRIS NAZARIAN

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22
23 *Morris Nazarian*

24 Morris Nazarian, Esq.
25 Attorney for Plaintiff,
26 **NICOLE BROWN**
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