

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Christopher Lui

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

REBEKAH SOLIS,

Plaintiff,

vs.

MORGAN THOMAS CAVANAUGH,
VMD, INC.; MORGAN CAVANAUGH;
and DOES 1 to 25, inclusive

Defendants.

) CASE NO.: **21STCV17060**

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **6) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **7) VIOLATION OF LABOR CODE**
) **SECTION 558;**
) **8) FAILURE TO MAINTAIN**
) **ACCURATE RECORDS;**
) **9) FAILURE TO GIVE REST BREAKS;**
) **10) FAILURE TO GIVE MEAL BREAKS**
) **11) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **12) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **13) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

1 **COMES NOW** Plaintiff, REBEKAH SOLIS (hereinafter “Plaintiff”), and alleges as
2 follows:

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in
5 County of Los Angeles in this judicial district because Defendants MORGAN THOMAS
6 CAVANAUGH, VMD, INC.; MORGAN CAVANAUGH; and DOES 1 to 25, inclusive
7 do business in the County of Los Angeles and because Defendants’ obligations and liabilities
8 arise therein, and because the work that was performed by Plaintiff in the County of Los
9 Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed
10 \$25,000.
11

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

13 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
14 MORGAN THOMAS CAVANAUGH, VMD, INC. is and was a California corporation, doing
15 business in Los Angeles County as “True Care for Pets”, and which employed Plaintiff.
16

17 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
18 MORGAN CAVANAUGH is male resident of the County of Los Angeles, State of California,
19 and the owner and managing agent of MORGAN THOMAS CAVANAUGH, VMD, INC.
20 Plaintiff is informed and believes and thereon alleges that MORGAN CAVANAUGH
21 managed and was directly involved in the day-to-day operations of MORGAN THOMAS
22 CAVANAUGH, VMD, INC. and is being included in this lawsuit pursuant to Labor Code
23 Section 558.1. MORGAN THOMAS CAVANAUGH, VMD, INC. and MORGAN
24 CAVANAUGH are hereinafter collectively referred to as “CAVANAUGH”.
25

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

9 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
10 that information and belief, alleges that at all times herein mentioned, each of the remaining
11 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
12 under the authority of their agency, employment, or representative capacity, with the consent
13 of his/her codefendants.
14

15 **GENERAL ALLEGATIONS**

16 7. Plaintiff started working for CAVANAUGH on or around June 2018.

17 8. Plaintiff resigned from her position in February 2021.

18 9. Plaintiff's job title was "Client Care Representative".

19 10. Plaintiff was classified as an hourly, non-exempt employee while working for
20 CAVANAUGH.

21 11. Plaintiff's typical work schedule was Thursday to Sunday, from 6am to 4pm.

22 12. It is Plaintiff's position that CAVANAUGH has violated numerous Labor Code
23 Sections against Plaintiff and other similarly situated aggrieved employees.
24

25 13. CAVANAUGH did not provide Plaintiff and other similarly situated aggrieved
26 employees with the minimum wages to which they were entitled for work performed and as
27 such did not compensate Plaintiff and others for all hours worked at the minimum wage rate
28 pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because Plaintiff

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2 and others would often perform work “off the clock” and before clocking in, including
3 answering the ringing phones or helping the receptionist or leads per their request. For
4 instance, there were occasions wherein the receptionist or doctor’s assistant would do “rounds”
5 with Plaintiff before she clocked in, which entailed detailing if the hospital was at capacity or if
6 there were any euthanasia procedures, etc. The same is true after clocking out in terms of being
7 asked to help or answering phones. Moreover, Plaintiff and others would have to undergo a
8 covid-19 safety check at the front with the receptionist before being able to clock in even
9 though they are under the control of the employer that point. Plaintiff and others were also not
10 paid for all hours worked in violation of Labor Code Section 1194 and the applicable Industrial
11 Welfare Commission Wage Order due to CAVANAUGH not paying proper shift differentials
12 and rounding of the actual hours worked as a part of their business practice, which
13 disproportionately affected the employees and resulted in less working hours and less pay.

14 14. Due to the “off the clock” work as alleged above, CAVANAUGH violated Labor Code
15 §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees the
16 correct amount of overtime, even though they worked more than 8 hours per day, 12 hours per
17 day and/or 40 hours per week throughout their employment. Plaintiff’s and others’ actual work
18 hours entitled them to overtime compensation (both daily and weekly), especially due to the “off
19 the clock” as described above, however, they were not paid accurately and fully for their
20 overtime hours worked. Furthermore, CAVANAUGH failed to include bonus compensation in
21 calculating employees’ regular rate of pay for purposes of paying them their proper overtime
22 rates (i.e., one-and-a-half or two times their regular rate of pay).

23 15. CAVANAUGH also violated Labor Code § 226.7 and the applicable Industrial Welfare
24 Commission Wage Order (no. 5) because it failed to provide Plaintiff and others with 10-minute
25 rest periods for every four hours of work, or majority portion thereof, throughout their
26 employment. CAVANAUGH did not completely relieve Plaintiff and others of all duty during
27 said rest periods. CAVANAUGH did not pay to Plaintiff and others one additional hour of pay
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1 at Plaintiff's regular rate of compensation for each workday that one or more statutory rest
2 periods was not provided. It was not company policy and not part of the company culture for
3 employees such as Plaintiff and others to take timely, uninterrupted rest breaks. They were
4 understaffed and often too busy and inundated to take rest breaks. As such, the culture at
5 CAVANAUGH did not lend itself to the employees receiving statutory breaks wherein they were
6 relieved of all work duties. It was the normal practice and custom of CAVANAUGH not to
7 authorize, permit, and enforce statutory rest periods. As such, the work environment and culture
8 at CAVANAUGH was not conducive to receiving statutory rest breaks under California law.

9 16. CAVANAUGH violated Labor Code §§ 512 and 226.7 along with the applicable
10 Industrial Welfare Commission Wage Order (no. 5) because it failed to provide Plaintiff and
11 others the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work
12 throughout their employment. CAVANAUGH did not completely relieve Plaintiff and others of
13 all duty during said meal periods. CAVANAUGH did not pay to Plaintiff and others one
14 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
15 more statutory meal periods was not provided. Furthermore, as alluded to above, and due to the
16 understaffing and the enormous amount of work to be performed, it was common practice and
17 standard for the hourly, non-exempt employees, including Plaintiff and other similarly situated
18 aggrieved employees to either clock out for their meal breaks way past the 5th hour worked or to
19 skip their meal breaks altogether. Additionally, it was normal practice for employees to clock
20 out and to continue working through their meal period, which would also constitute a minimum
21 wage violation. In sum, it was the normal practice and custom of CAVANAUGH not to
22 authorize, permit, and enforce statutory meal periods. As such, the work environment and culture
23 at CAVANAUGH was not conducive to receiving statutory meal breaks under California law.

24 17. It is also important to note that management forced employees, including Plaintiff, to
25 sign a document stating that they will clock out for lunch before the 5th hour worked and that
26 they had to clock out even if they did not leave the floor and kept working. Upon being presented
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1 with this document by manager David, Plaintiff initially refused to sign it because she did not
2 want to agree to clock out for lunch if she was going to keep working and not actually get a meal
3 period. In response, David told Plaintiff that if she did not sign the document, she would not
4 have a job.

5 18. Furthermore, during the relevant time period and due to the above-mentioned violations,
6 CAVANAUGH failed to pay Plaintiff and others all wages due to them within any time period
7 specified by California Labor Code section 204.

8 19. CAVANAUGH was also in violation of California Labor Code section 226(a), by failing
9 to include pertinent information on the wage statements, including but not limited to, all hours
10 worked (minimum wages and overtime due to the “off the clock” work), gross wages earned, net
11 wages earned, total pay, the correct legal name and address of the employing entity, the correct
12 start and end of the pay period, all applicable hourly rates, itemized deductions, and premium
13 pay for the missed meal and rest breaks, among others. As such, CAVANAUGH did not provide
14 Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized
15 wage statements.

16 20. During the relevant time period, CAVANAUGH also failed to keep accurate and
17 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
18 and others pursuant to California Labor Code sections 1174(d). CAVANAUGH also violated
19 Labor Code § 203 because it willfully failed to pay other similarly situated aggrieved employees
20 earned and due wages upon separation of employment, either immediately upon involuntary
21 termination, or within 72 hours of resignation. These earned but unpaid wages include minimum
22 wages, overtime compensation, premium pay for missed meal and rest breaks, and business
23 expense reimbursement.

24 21. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
25 business-related expenses and costs that were not reimbursed by CAVANAUGH. These costs
26 include, but are not limited to, use of personal cell phones for work purposes, as Plaintiff and
27 others were required to download the “WHEN2WORK” application on their cell phones for
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1 purposes of seeing their work schedule. Accordingly, CAVANAUGH was in violation of
2 California Labor Code sections 2800 and 2802.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

5 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**
6 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

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

8 22. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 21, inclusive, of this Complaint as though fully set forth herein.

10 23. At all times relevant herein, Defendants were required to compensate its employees
11 for all hours worked upon reporting for work at the appointed time stated by the employer
12 pursuant to Industrial Welfare Commission Order 4/5-2001, California Code of Regulations,
13 Title 8, Section 11040/11050.

14 24. For the three (3) years preceding filing of this action, Defendants failed to compensate
15 Plaintiff for all hours worked.

16 25. Under the aforementioned wage order and regulations, Plaintiff is to recover
17 compensation for all hours worked but not paid by Defendants for the three (3) years
18 preceding the filing of this Complaint.

19 26. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
20 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
21 this Court.

22 27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194,
23 and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
24 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
25 reasonable attorney's fees and costs of suit.

26 28. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
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1 amount known to Plaintiff once she has obtained all of her payroll records from
2 Defendants.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 **(California Labor Code Sections 1194, 1194.2, 1197)**

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

7 29. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 28, inclusive, of this Complaint as though fully set forth herein.

9 30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an
10 employer to suffer or permit a California employee to work without paying wages at the
11 minimum wage rate for all hours worked as required by the applicable Industrial Welfare
12 Commission Wage Order No. 4/5-2001, codified at California Code of Regulations,
13 Title 8, Section 11040/11050, subdivision 4.

14 31. Pursuant to IWC Wage Order no. 4/5-2001, subdivision 2(K), at all relevant times,
15 “hours worked” included “the time during which an employee is subject to the control of an
16 employer, and includes all the time the employee is suffered or permitted to work, whether or
17 not required to do so...”

18 32. During her employment, Plaintiff was regularly required as a matter of uniform
19 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
20 was paid less than the minimum wage rate by Defendants for hours worked in violation of
21 California Labor Code Section 1197 and the applicable California Industrial Wage
22 Commission wage order(s).

23 33. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
24 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
25 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
26 to believe that their acts or omissions were not contrary to California law.

27 34. For all hours worked by Plaintiff for which she was paid less than the minimum wage
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1 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
2 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
3 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
4 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME**

10 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**
11 **Regulations Title 8 Section 11040/11050)**

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

13 36. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

15 37. Pursuant to Industrial Welfare Commission 4-2001/5-2001, California Code of
16 Regulations, Title 8, Section 11040/11050 for the period of Plaintiff's employment,
17 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
18 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
19 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
20 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
21 consecutive work day in a week.

22 38. Plaintiff was a non-exempt employee entitled to the protections of the California
23 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
24 Title 8, Section 11040/11050.

25 39. Plaintiff worked more than eight (8) hours or twelve (12) hours in a single workday or
26 forty (40) hours in a single workweek on numerous occasions.

27 40. Plaintiff was entitled to the above overtime premiums.
28

1 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
2 Plaintiff's regular rate of pay for hours worked past eight (8) in a day and two-times Plaintiff's
3 regular rate of pay for hours worked past twelve (12) in a day.

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

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

8 44. Defendants know or should know the actual dates of overtime worked, the amount of
9 overtime worked, and the amount of unpaid overtime due.

10 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
11 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
12 Court.

13 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
14 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
15 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
16 reasonable attorney's fees and costs of suit.

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

20 **FOURTH CAUSE OF ACTION**

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

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

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

24 48. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

26 49. Pursuant to California Labor Code Section 226, every employer must furnish each
27 employee an itemized statement of wages and deductions at the time of payment of wages.
28

1 50. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
2 accurately reflected all information required by Labor Code Section 226, including but not
3 limited to, gross wages earned, including overtime, net wages earned, total hours worked by
4 the employee, all deductions, and premium pay for missed meal breaks and rest breaks.
5 Therefore, Defendants failed to maintain and provide accurate itemized wage statements to
6 Plaintiff in accordance with California Labor Code Section 226(a).

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

13 52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
14 sustained damages, including loss of earnings, in an amount to be established at trial. As a
15 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
16 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
17 and attorney's fees pursuant to statute.

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

21 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

4 57. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
5 informed, believes, and thereon alleges, that all times relevant during the liability period,
6 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
7 including overtime hours and premium pay for missed rest breaks and meal breaks.

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

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

15 **SIXTH CAUSE OF ACTION**

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

17 **(California Labor Code Sections 201, 202, 203)**

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

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

21 61. Pursuant to California Labor Code Section 201(a), an employer who discharges an
22 employee must immediately pay for all compensation due and owing.
23

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

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

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

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

11 66. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
12 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
13 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

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

17 **SEVENTH CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE SECTION 558**

19 **(California Labor Code Section 558)**

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

21 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

23 69. California Labor Code Section 558 states that any person acting on behalf of an
24 employer who violates, or causes to be violated, a section of this chapter or any provision
25 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
26 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
27 employee for each pay period for which the employee was underpaid in addition to an amount
28

1 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
2 hundred dollars (\$100) for each underpaid employee for each pay period for which the
3 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
4 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
5 filed.

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

- 8 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
9 wages, including overtime wages for overtime hours worked and premium pay for
10 missed meal breaks and rest breaks. As such, Defendants violated Section 558
11 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00 for
12 the first pay period and \$100.00 for each subsequent violation for each pay period
13 for which Plaintiff was underpaid in addition to an amount sufficient to recover
14 underpaid wages.
15
- 16 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
17 relief associated with Plaintiff's prosecution of this cause of action under California
18 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
19 paying Plaintiff for all hours worked, her overtime hours worked, and premium pay
20 for missed meal breaks and rest breaks.
21
- 22 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
23 fees for relief associated with Plaintiff's prosecution of this cause of action under
24 California Labor Code Sections 200, et seq.

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

28 72. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an

1 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

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

6 73. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

8 74. Labor Code section 1174(d) requires that employers, including Defendants, maintain
9 accurate records showing the hours worked daily by its employees and to whom wages were
10 paid.

11 75. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
12 employer, including Defendants, to keep accurate information with respect to each one of their
13 employees including, but not limited to, the total wages paid each payroll period, and time
14 records showing when the employee begins and ends each work period, meal periods, split
15 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
16 the applicable rates of pay.

17 76. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
18 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
19 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
20 records of Plaintiff's total daily hours, including rest breaks and meal breaks, the total hours
21 worked in the payroll period, the applicable rates of pay, and total wages earned for the payroll
22 period.

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

26 78. Plaintiff seeks all available remedies for Defendants' violations including, but not
27 limited penalties, and costs to the extent permitted by law and according to proof at trial.
28

1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO GIVE REST BREAKS**

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

4 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.
6

7 80. Plaintiff brings this cause of action under the following laws, for the following reasons:

8 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which
9 provides that every employer shall authorize and permit all employees to take rest
10 periods, which insofar as practicable shall be in the middle of each work period.

11 The authorized rest period time shall be based on the total hours worked daily at the
12 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
13

14 b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which
15 provides that if an employer fails to provide an employee a rest period in
16 accordance with the applicable provisions of this order, the employer shall pay the
17 employee one (1) hour of pay at employee's regular rate of compensation for each
18 workday that the rest period is not provided;

19 c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which
20 penalizes the employer \$50.00 for each initial violation, per employee, of any
21 provision of the Wage Order, and \$100.00 for each additional violation thereafter
22 per employee; and
23

24 d. California Labor Code section 226.7, which states that (a) no employer shall require
25 any employee to work during any rest period mandated by an applicable order of
26 the Industrial Welfare Commission, and (b) if an employer fails to provide an
27 employee a rest period in accordance with an applicable order of the Industrial
28

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at employee's regular rate of compensation for each work day that the rest
3 period is not provided.

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

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

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

13 84. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.
16

17 **TENTH CAUSE OF ACTION**

18 **FAILURE TO GIVE MEAL BREAKS**

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

20 85. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 84, inclusive, of this Complaint as though fully set forth herein.

22 86. Plaintiff brings this cause of action under the following laws, for the following
23 reasons:
24

- 25 a. California Labor Code section 512(a), which requires that employees be given a 30-
26 minute uninterrupted meal break after five (5) hours of work, and a second
27 uninterrupted meal break after ten (10) hours of work;
28

- 1 b. California Labor Code section 226.7, which states that (a) no employer shall require
2 any employee to work during any meal period mandated by an applicable order of
3 the Industrial Welfare Commission, and (b) if any employer fails to provide an
4 employee a meal period in accordance with an applicable order of the Industrial
5 Welfare Commission, the employer shall pay the employee one (1) additional hour
6 of pay at the employee's regular rate of compensation for each workday that the
7 meal period is not provided;
8
- 9 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
10 under Title 8 of the California Code of Regulations Section 11040/11050, which
11 states that if an employer fails to provide an employee a meal period in accordance
12 with the applicable provisions of the Wage Order, the employer shall pay the
13 employee one (1) hour of pay at the employee's regular rate of compensation for
14 each workday that the meal period is not provided;
15
- 16 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
17 codified under Title 8 of the California Code of Regulations Section 11040/11050,
18 which requires an employer to maintain records documenting its employees' meal
19 periods;
20
- 21 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
22 codified under California Code of Regulations Section 11040/11050, which
23 penalizes the employer \$50.00 for each initial violation, per employee, of any
24 provision of the Wage Order, and \$100.00 for each additional violation thereafter
25 per employee; and
26
- 27 f. California Labor Code section 1171 and 1173, which have given the California
28 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4

and 5) as enforceable law.

87. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040/11050 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

88. 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.

89. 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.

90. 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.

ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802)

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

2 91. Plaintiff re-alleges and incorporates by reference each and every allegation in
3 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

4 92. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
5 Defendants of the specific violations of the California Labor Code that Defendants and DOE
6 defendants have violated and continue to violate.

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

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

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

19 96. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
20 violator and had one or more of the alleged violations committed against her, and therefore is
21 properly suited to represent the interests of other current and former employees, including all
22 current and former hourly, non-exempt employees who worked for CAVANUGH in the State
23 of California during the applicable PAGA Period.

24 97. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
25 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
26 violations of numerous provisions of the California Labor Code as alleged in this Complaint.
27
28

1 98. Plaintiff therefore has exhausted all administrative remedies required of her under
2 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
3 cause of action and pursue penalties in a representative action for Defendants' violations of the
4 Labor Code.

5 99. California Labor Code section 2699 et seq. imposes penalties upon culpable
6 Defendants for violating the Labor Code.

7 100. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
8 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
9 seeking individual/victim specific relief or underpaid wages for herself or other employees
10 under this specific PAGA cause of action. Plaintiff has separate causes of action in this
11 Complaint for individual wages but is not seeking wages through the PAGA action.

12 101. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
13 the following:

14 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210,
15 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802 via 2698
16 and 2699 and any other Labor Codes/Industrial Welfare Commission Orders (4 or 5)
17 violated based on the facts alleged in this Complaint.

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

22 **TWELFTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

25 103. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 102, inclusive, of this Complaint as thought fully set forth herein.

27 104. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
28

1 employee for all necessary expenditures or losses incurred by the employee in direct
2 consequence of the discharge of his or her duties.”

3 105. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
4 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
5 of completing her job duties, which were not reimbursed by Defendant. These expenses
6 include, but are not limited to, use of personal cell phones for work purposes, as Plaintiff and
7 others were required to download the “WHEN2WORK” application on their cell phones for
8 purposes of seeing their work schedule.

9 106. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
10 and attorney’s fees and costs, under Labor Code section 2802.

11 **THIRTEENTH CAUSE OF ACTION**

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

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

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

15 107. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 106, inclusive, of this Complaint as though fully set forth herein.

17 108. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
18 constitutes unfair and unlawful business practices under California Business and
19 Professions Code Section 17200, et seq.

20 109. Defendant’s violations of California labor laws and the labor code, as alleged above
21 constitutes a business practice because it was done repeatedly over a significant period of time
22 in a systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved
23 employees.

24 110. For the four years preceding the filing of this action, Plaintiff has suffered damages
25 and request damages and/or restitution of all monies and profits to be disgorged from
26 Defendant in an amount according to proof at time of trial, but in excess of the jurisdiction of
27
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1 this Court.

2 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
3 follows:

- 4 1. For special and consequential damages to Plaintiff in an amount subject to proof at
5 trial;
- 6 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
7 at trial;
- 8 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
9 subject to proof at trial;
- 10 4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
11 proof at trial;
- 12 5. For restitution and disgorgement for all unfair business practices by CAVANAUGH
13 against Plaintiff in an amount subject to proof at trial;
- 14 6. For an order enjoining CAVANAUGH from further unfair and unlawful business
15 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 16 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
17 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 18 8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
19 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 20 9. For maximum civil penalties available under the Labor Code and applicable Wage
21 Order against Defendant as described more particularly in the Complaint and
22 Representative PAGA claim/action;
- 23 10. For all remedies available to Plaintiff under the applicable Wage Order and the
24 Labor Code including an award of attorney's fees, costs, interest, and penalties
25 according to proof to the extent permitted by law;
- 26 11. For restitution and/or damages for all amounts unlawfully withheld from the wages of
27
28

1 Plaintiff, as may be proven;

2 12. For the imposition of civil penalties and/or statutory penalties;

3 13. For all interest as allowed by law;

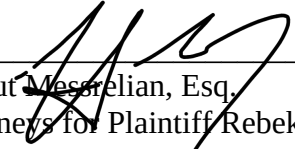
4 14. For all costs and disbursements incurred in this suit;

5 15. Reasonable attorney's fees where available by law, including but not limited to,
6 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section
7 1021.5, and/or other applicable laws; and

8 16. For such other and further relief as this Court may deem proper.

9
10 DATED: May 5, 2021

MESSRELIAN LAW INC.

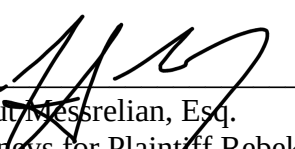
11
12 By 
13 Harout Messrelian, Esq.
14 Attorneys for Plaintiff Rebekah Solis

15 **DEMAND FOR JURY TRIAL**

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

17
18 DATED: May 5, 2021

MESSRELIAN LAW INC.

19
20 By 
21 Harout Messrelian, Esq.
22 Attorneys for Plaintiff Rebekah Solis