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7 on behalf of herself and similarly situated employees

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 SUSAN TANIS, individually and on behalf)
12 of all others similarly situated,)

13 Plaintiff,)

14 vs.)

15 LASER EYE CARE OF CALIFORNIA,)
16 LLC; GABRIEL JACOB, M.D., A)
17 MEDICAL CORPORATION; Does 1)
18 through 20, inclusive,)

19 Defendants.)
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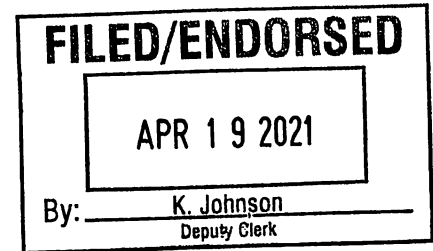
Case No. **34~~E~~2021-00299140**

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. **Failure to Provide Accurate Wage Statements (Labor Code §§ 226, 226.3)**
2. **Failure to Pay Minimum Wage for All Hours Worked;**
3. **Failure to Provide Meal Periods;**
4. **Failure to Pay Overtime Wages;**
5. **Failure to Reimburse Business Expenses;**
6. **Failure to Pay Final Wages;**
7. **Failure to Keep Requisite Payroll Records;**
8. **Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq*)**
9. **Private Attorneys General Act (Labor Code § 2699 *et seq.*)**

JURY TRIAL DEMANDED



1 Plaintiff SUSAN TANIS ("Plaintiff"), on behalf of herself and all other similarly situated
2 employees hereby files this Complaint against Defendants LASER EYE CARE OF CALIFORNIA,
3 LLC; GABRIEL JACOB, M.D., A MEDICAL CORPORATION; Does 1 through 20 (collectively
4 referred to as "Defendants"). Plaintiff alleges the following:

5 INTRODUCTION

6 1. This is a class action brought by Plaintiff seeking damages for failure to pay overtime
7 and minimum wages, failure to provide meal periods, failure to provide accurate wage statements,
8 failure to keep accurate payroll records, and derivative civil and statutory penalties. Plaintiff seeks
9 these damages and penalties, plus interest and attorney's fees, on behalf of herself and similarly
10 situated employees.

11 2. During all relevant times, Plaintiff and similarly situated employees worked for
12 Defendants as employees. As a matter of practice and policy, Defendants failed to provide meal and
13 rest periods to their non-exempt employees as required by California law, and failed to pay their
14 non-exempt employees for all hours worked. Defendants issued wage statements to Plaintiff and
15 similarly situated employees that did not comply with California law because, among other things,
16 they failed to state total hours worked, gross wages earned, the applicable hourly rates in effect
17 during the pay period and the corresponding number of hours worked at each hourly rate.

18 JURISDICTION AND VENUE

19 3. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
20 violations of California Labor Code §§ 201–203, 226, 226.3, 2698 *et seq.*, Business and Professions
21 Code § 17200 *et seq.*

22 4. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
23 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

24 5. Plaintiffs have received authorization from the California Labor and Workforce
25 Development Agency ("LWDA"), based on the LWDA's failure to send notice of its intent to pursue
26 Plaintiffs' claims, pursuant to Labor Code section 2699 *et seq.*, to pursue similar claims as those set
27 forth in this Class Action Complaint against Defendant as a Private Attorney General on behalf of
28 themselves and similarly situated employees.

PARTIES

6. Plaintiff SUSAN TANIS is over the age of eighteen (18) and is a resident of the State of California and an employee of Defendants.

7. Plaintiff is informed and believe, and thereupon allege, that Defendant LASER EYE CARE OF CALIFORNIA, LLC is now and/or at all times mentioned in this Complaint a Delaware limited liability company and the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

8. Plaintiff is informed and believe, and thereupon allege, that Defendant GABRIEL JACOB, M.D., A MEDICAL CORPORATION is now and/or at all times mentioned in this Complaint a California corporation and the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

9. Plaintiff is informed and believe, and based thereon allege, that Defendants, jointly and severally, have acted with deliberate indifference and conscious disregard to the rights of all employees. Plaintiff is further informed and believe, and based thereon allege, that Defendants were at all relevant times advised by skilled California employment law attorneys and knew the requirements of the California Labor Code with respect to employee wage statements, payment of wages, and provision of meal and rest periods.

10. Defendants proximately caused Plaintiff and similarly situated employees, to be subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

11. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is further informed and believe, and thereon allege, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure

1 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
2 through 20, inclusive, when they have been determined.

3 12. On or about January 8, 2021, Plaintiff complied with the administrative prerequisites
4 set forth in Labor Code section 2699 *et seq.*, the Private Attorneys General Act of 2004 (“PAGA”)
5 by sending a letter by online submission to the LWDA and by certified mail to Defendants, outlining
6 the facts and theories underlying her claims. The LWDA has not informed Plaintiff that it intends to
7 investigate the violations of the Labor Code alleged in Plaintiff’s letter to the LWDA, therefore
8 Plaintiff has been deputized to represent the state’s Labor Commissioner and other aggrieved
9 employees. *Zakaryan v. Men’s Wearhouse, Inc.*, 33 Cal. App. 5th 659, 245 Cal. Rptr. 3d 333, 334–
10 35 (2019).

11 **CLASS ALLEGATIONS**

12 13. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a
13 class action pursuant to California Code of Civil Procedure section 382. The classes that Plaintiff
14 seeks to represent are composed of and defined as follows:

15 All non-exempt employees who were employed by Defendants in California
16 at any time four (4) years prior to the filing of this Action up to the date that
17 this matter is certified as a class action.

18 14. This action has been brought and may be properly maintained as a class action,
19 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
20 defined community of interest in the litigation and the proposed classes are easily ascertainable.

21 (a) **Numerosity:** The Plaintiff Class is so numerous that the individual joinder of all
22 members is impracticable under the circumstances of this case. While the exact
23 number of class members is unknown to Plaintiff at this time, Plaintiff is informed
24 and believes that Defendants may have employed hundreds of individuals falling
25 within the above stated class definitions in the State of California during the
26 applicable statute of limitations, who were subjected to the practices outlined in this
27 Complaint. As such, joinder of all members of the Plaintiff Classes is not practicable.
28

1 (b) Common Questions Predominate: Common questions of law and fact exist as to all
2 members of the Plaintiff Class and predominate over questions that affect only
3 individual members of the class. These common questions of law and fact include,
4 without limitation, the following:

- 5 (1) Whether Defendant accurately stated all required information on
6 paystubs issued to members of the Plaintiff Class;
- 7 (2) Whether Defendant maintained the time and payroll records for their
8 employees as required under the California Labor Code.
- 9 (3) Whether Defendants provided meal periods to their employees as
10 required under the California Labor Code.
- 11 (4) Whether Defendants maintained policies and practices that provided
12 meal periods to their employees as required under the California Labor
13 Code.
- 14 (5) Whether Defendants paid minimum wages to their employees as
15 required under the California Labor Code.
- 16 (6) Whether Defendants paid their employees all wages owed at the time
17 of termination or resignation.

18 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff
19 Classes. Plaintiff also sustained damages arising out of Defendants' common course
20 of conduct in violation of the law as complained of herein. Defendants issued
21 Plaintiff and all members of the putative class wage statements that did not comply
22 with Labor Code section 226. Additionally, Defendants failed to provide meal
23 periods as required under the Labor Code, failed to pay overtime and minimum wages
24 for all hours worked, failed to pay all wages owed at the time of termination of
25 employment, and failed to keep accurate records of all hours worked. As a result,
26 each putative class member will have the same basis for their legal claims.

27 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
28 the putative classes. Plaintiff resides in California, worked for Defendants in

1 California, and is an adequate representative of the putative class as she has no
2 interests that are adverse to those of absent class members. Additionally, Plaintiff has
3 retained counsel who have substantial experience in complex civil litigation and wage
4 and hour matters.

5 (e) Superiority: A class action is superior to other available means for the fair and
6 efficient adjudication of the controversy since individual joinder of all members of
7 the classes is impracticable. Class action treatment will permit a larger number of
8 similarly situated persons to prosecute their common claims in a single forum
9 simultaneously, efficiently, and without the unnecessary duplication of effort and
10 expense that numerous individual actions would engender. Further, as damages
11 suffered by each individual member of the classes may be relatively small, the
12 expenses and burden of the individual litigation would make it difficult or impossible
13 for individual members of the class to redress the wrongs done to them, and an
14 important public interest will be served by addressing the matter as a class action.
15 The cost to the court system of adjudication of such individualized litigation would be
16 substantial. Individualized litigation would also present the potential for inconsistent
17 or contradictory judgments.

18 15. Plaintiff is unaware of any difficulties that are likely to be encountered in the
19 management of this action that would preclude its maintenance as a class action.

20 GENERAL ALLEGATIONS

21 16. Plaintiff incorporates by reference and re-allege paragraphs 1 through 15 as
22 though fully set forth herein.

23 17. Defendants are owners and operators of laser eye surgery centers in California
24 and other states.

25 18. Plaintiff SUSAN TANIS was employed by Defendants beginning on or around
26 April 8, 2013 as a non-exempt employee with the job title of Ophthalmic Technician. Plaintiff and
27 similarly situated employees were paid on an hourly basis.
28

1 19. In March 2020, Plaintiff and similarly situated employees were placed on furlough
2 but were not paid out all accrued and unused vacation and/or PTO wages at that time. This is in
3 violation of Labor Code sections 203 and 256. Plaintiff was later terminated in August 2020 due
4 to her age and medical condition.

5 20. Additionally, during her employment Plaintiff and similarly situated employees
6 were suffered and permitted to perform work off the clock. This resulted in unpaid minimum
7 wages and unpaid overtime wages.

8 21. For example, Plaintiff and similarly situated employees would return early from
9 lunch breaks because of the volume of work that needed to be completed, but not clock in until
10 the lunch period expired. This also resulted in meal break violations because Defendant(s) failed
11 to provide all required meal breaks.

12 22. Another reason Plaintiff and similarly situated employees were suffered or
13 permitted to work off the clock is because Plaintiff and similarly situated employees were
14 required to punch in using Defendants' computers, but the computers were slow to boot up and it
15 was impossible for Plaintiff and similarly situated employees to adjust their own time stamps to
16 accurately reflect the time spent waiting for the computer to boot up.

17 23. Another reason Plaintiff and similarly situated employees were suffered or
18 permitted to work off the clock is because they were required to work from home at times with
19 no ability to record their working hours.

20 24. Defendants also failed to provide Plaintiff and similarly situated employees with
21 complete and accurate wage statements in violation of California Labor Code section 226.

22 25. Plaintiff and similarly situated employees were also required to use their personal
23 cell phones for work but were not paid reimbursements for that usage.

24 26. Defendants failed to provide Plaintiff and similarly situated employees all meal
25 periods in accordance with California law.

26 27. During the relevant period, Defendants also did not provide Plaintiff and similarly
27 situated employees legally compliant wage statements noting, among other things, the legal name
28 and address of the employer, total hours worked, gross wages earned, the applicable hourly rates

1 in effect during the pay period and the corresponding number of hours worked at each hourly
2 rate.

3 28. Defendant also did not provide Plaintiff and similarly situated aggrieved
4 employees all wages owed upon their termination or within seventy-two (72) hours of their
5 separation from employment.

6 29. Plaintiff brings this Class Action on behalf of herself and similarly situated
7 employees in order to fully compensate herself and Class Members for their losses incurred
8 during the class period caused by Defendants' uniform policies and practices which failed to
9 lawfully compensate these employees.

10 30. Defendants' uniform policies and practices alleged herein were unlawful, unfair
11 and deceptive business practices whereby Defendants retained and continue to retain wages due
12 Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction
13 enjoining such conduct by Defendant in the future, relief for the named Plaintiff and the other
14 Class Members who have been economically injured by Defendants' past and current unlawful
15 conduct, and all other appropriate legal and equitable relief.

16 31. Defendants' management staff were aware this was occurring and did not ensure
17 meal periods were provided to Plaintiff and similarly situated employees in compliance with
18 California law.

19 32. Defendants' uniform policies and practices to not provide Plaintiff and Class
20 Members meal periods, not pay all minimum and overtime wages earned, not pay all wages owed
21 at termination or resignation, and not to provide compliant wage statements are evidenced by
22 Defendants' business records.

23 33. Defendants, as a matter of corporate policy, practice and procedure, intentionally,
24 knowingly and systematically failed to reimburse and indemnify Plaintiff and other Class
25 Members for required business expenses incurred in direct consequence of discharging their
26 duties on behalf of Defendants.

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

34. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 33 as though fully set forth herein.

35. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

36. Defendants failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Plaintiffs allege that Defendants failed to provide accurate itemized wage statements in accordance with Labor Code section 226(a) to all members of the Class by, among other violations, failing to list all hours worked and the applicable hourly rate.

37. Additionally, Plaintiff alleges she and similarly situated employees suffered injury as a result of Defendants' knowing and intentional failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's position would not be able to readily ascertain the information without reference to other documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

38. As a proximate cause of Defendants' failure to provide accurate statements, Plaintiff and class members were damaged and are entitled to statutory and civil penalties under the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

SECOND CAUSE OF ACTION
(Failure to Pay Minimum Wage for All Hours Worked)

39. Plaintiff hereby incorporates by reference Paragraphs 1 through 38 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

40. Defendants were required to compensate Plaintiff with at least the State's minimum wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

41. Defendants were aware of their obligation to pay the minimum wages but failed to do so.

42. Defendants' conduct described herein violates California Labor Code section 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and members of the Class have been damaged and deprived of minimum wages, in an amount to be established at trial.

Plaintiff now seeks these wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

THIRD CAUSE OF ACTION **(Failure to Provide Meal Periods)**

43. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 42 as though fully set forth herein.

1 44. An employer must provide an employee a meal period in accordance with the
2 applicable Wage Order and Labor Code sections 226.7 and 512.

3 45. Labor Code section 512 and Wage Order 5-2001, section 11(A) require an employer
4 to provide a meal period of not less than thirty (30) minutes for each work period of more than five
5 (5) hours during which they must be relieved from all duties. If an employee works longer than ten
6 (10) hours in a workday, the employer must provide a second meal period.

7 46. Plaintiff alleges that Defendants failed to provide Plaintiff and similarly situated
8 employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff and
9 similarly situated employees worked more than five (5) hours in a day, or to take a second meal
10 break of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated
11 employees worked more than ten (10) hours in a day.

12 47. As a proximate cause of Defendants' failure to provide meal periods, Plaintiff and
13 members of the Class are entitled to one (1) hour of pay at the regular rate of compensation for each
14 meal period period not provided, as a wage, from three (3) years of the filing of this action, in an
15 amount to be established at trial. *See* Labor Code § 226.7 and Wage Order 2-2001 §§ 11(B), 12(B).

16 **FOURTH CAUSE OF ACTION**
17 **(Failure to Pay Overtime Wages)**

18 48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though
19 fully set forth herein.

20 49. During the period Plaintiff and similarly situated employees were employed by
21 Defendants, Defendants were required to compensate them one and one-half (1½) times the regular
22 rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,
23 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day.
24 *See* California Labor Code §§ 510, 1194. Although Plaintiff and similarly situated employees
25 regularly worked in excess of eight (8) hours a day and/or forty (40) hours per week, Defendants
26 failed to pay all overtime wages owed to them.
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1 50. Plaintiff and Class members were non-exempt employees under the administrative,
2 executive, or professional exemptions of the applicable Wage Order and California Labor Code
3 section 510.

4 51. Defendants purposefully failed to pay all overtime wages owed to Plaintiff and Class
5 Members in order to avoid overtime and other wage and hour requirements under the Labor Code.

6 52. Defendants' conduct described herein violates California Labor Code sections 510
7 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and Class
8 members have been damaged and deprived of overtime wages, in an amount to be established at
9 trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to California
10 Labor Code sections 1194.

11 **FIFTH CAUSE OF ACTION**
12 **(Failure to Reimburse Business Expenses)**

13 53. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 52 as though
14 fully set forth herein.

15 54. Labor Code section 2802(a) states that "An employer shall indemnify his or her
16 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
17 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
18 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
19 unlawful."

20 55. Defendants knew that Plaintiff and members of the Class incurred expenses for work
21 purposes, including but not necessarily limited to business use of employee cell phones. However,
22 Defendants did not reimburse Plaintiff or members of the Class for these expenses.

23 56. Defendants' conduct described herein violated California Labor Code section 2802.
24 As a proximate result of Defendants' conduct, Plaintiff and members of the Class have been
25 damaged in an amount to be established at trial, and are entitled to recover these damages, as well as
26 interest and reasonable attorney's fees and costs, pursuant to statute.
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SIXTH CAUSE OF ACTION
(Failure to Pay Final Wages)

57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully set forth herein.

58. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. California Labor Code § 201.

59. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. California Labor Code § 203.

60. Plaintiff and similarly situated employees did not receive all wages at their termination or separation from employment, including, but not limited to, unpaid overtime and minimum wages, and unpaid meal and rest period penalties.

61. Defendants knew of their obligation to pay Plaintiff and Class Members and Defendants' failure to pay all wages was in complete disregard of their obligations. Such conduct shows Defendants' knowledge of their obligation to pay all wages owed upon termination and willful refusal.

SEVENTH CAUSE OF ACTION
(Failure to Keep Requisite Payroll Records)

62. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 61 as though fully set forth herein.

63. California Labor Code section 1174(d) provides that an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established by the commission, but in any case, shall be kept on file for not less than two years.

64. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiff and Class members.

65. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and Class members have suffered injury and damage to their statutorily protected rights, because Plaintiff and Class members were denied their legal right and protected interest in having available, accurate, and complete payroll records.

EIGHTH CAUSE OF ACTION **(Unfair Competition)**

66. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 65 as though fully set forth herein.

67. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

68. Defendants committed numerous violations of the California Labor Code throughout the employment relationship.

69. Plaintiff is also informed and believes and thereon alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

70. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution as a result of Defendants' unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
(Private Attorney General Act)

71. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 70 as though fully set forth herein.

1 72. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
2 following provisions of the Labor Code in their dealings with Plaintiff and similarly situated
3 employees:

- 4 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage
5 Statements);
- 6 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 5-2001 (Failure
7 to Pay Minimum Wages)
- 8 • Violation of Labor Code § 1174 (Failure to Keep Accurate Time Records)
- 9 • Violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 11(A)
10 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 11 • Violation of Labor Code §§ 510, 1194; IWC Wage Order No. 5-2001 (Failure to
12 Pay Overtime Wages)
- 13 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 14 • Violation of Labor Code §§ 201–203, 256 (Failure to Pay Final Wages)

15 73. Plaintiff has received authorization, based on the LWDA's failure to send notice of its
16 intent to pursue Plaintiff's claims within the statutorily prescribed time limits, to act on behalf of the
17 Labor Commissioner to assess civil penalties against Defendants.

18 74. Plaintiff seeks civil penalties against Defendants pursuant to Labor Code sections
19 226.3 and/or 2699(f)(2).

20 75. Plaintiff seeks the applicable civil penalty against Defendants on behalf of Plaintiff
21 and members of the class. Plaintiff seeks such penalties on behalf of herself and similarly situated
22 employees from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

23 **DAMAGES**

24 WHEREFORE Plaintiff requests relief as follows:

- 25 1. A jury trial;
- 26 2. For an order certifying the class;
- 27 3. For an order certifying Plaintiff's counsel as class counsel;
- 28 4. For an order appointing Plaintiff as class representative;

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5. For penalties and liquidated damages under the California Labor Code according to proof allowed by law;
6. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
7. For injunctive relief;
8. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
9. For an award of prejudgment and post-judgment interest; and
10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: April 19, 2021

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff SUSAN TANIS
and the Class

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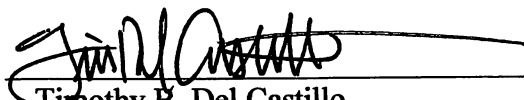
JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: April 16, 2021

Castle Law: California Employment Counsel

By:



Timothy B. Del Castillo

Kent L. Bradbury

Attorneys for Plaintiff SUSAN TANIS
and the Class