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Attorneys for Plaintiff, all similarly situated
and Aggrieved Employees

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JUSTINE K. DHARNI, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

v.

DENTSU MCGARRY BOWEN L.L.C., a New
York Limited Liability Company, RYAN
LINDHOLM, an individual, and DOES 1
through 25, Inclusive,

Defendants.

Case No. CGC-21-590170

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

1. Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code § 226;
2. Failure to Reimburse Business Expenses in violation of Cal. Lab. Code § 2802;
3. Unfair Business Practices in Violation of Cal. Bus & Prof. Code §§ 17200, *et seq.*
4. Penalties Under the 2004 Private Attorneys General Act

[JURY TRIAL DEMANDED]

Plaintiff JUSTINE K. DHARNI on behalf of herself and acting for the interest of other current and former employees (“Represented Employees”), and all other similarly situated individuals (cumulatively “Plaintiffs”), allege the following:

NATURE OF THE ACTION

1. This is an employment related wage and hour class action against DENTSU MCGARRY BOWEN L.L.C. (“DENTSU” or the “Company”), a New York Limited Liability

1 Company that provides advertising services to clients across the globe and maintains an office in San
2 Francisco, California.

3 2. DENTSU is a high-profile advertising agency and/or provides services to numerous
4 entities, including certain Fortune 500 companies throughout the world.

5 3. Despite its high profile and admired status within the advertising industry, the
6 Company has failed and continues to fail to provide its employees with certain basic entitlements
7 required by California law, including accurate, itemized wage statements and mandatory
8 reimbursement for necessary business expenses.

9 4. As a result, and pursuant to Code of Civil Procedure § 382, Plaintiffs bring this class
10 action lawsuit against Defendants for its consistent wage and hour abuses in violation of the
11 California Labor Code and the Industrial Welfare Commission Wage Orders (the “IWC Wage
12 Orders”), all of which contribute to Defendants’ deliberate (or intentional) unfair competition.

13 5. Defendants, as a common and systematic policy and practice, violate the California
14 Labor Code, Industrial Welfare Commission Wage Orders and California Business and Professions
15 Code, thereby causing losses to Plaintiff and Class Members.

16 6. Plaintiffs seek monetary damages, penalties, restitution, injunctive relief and any other
17 equitable relief, reasonable attorneys’ fees, and costs attributable to Defendants and its agents.

18 **THE PARTIES**

19 7. Plaintiff, JUSTINE K. DHARNI, (hereinafter “DHARNI” or “Plaintiff”) is a natural
20 person who is, and at all relevant times was, a resident of the United States and a domiciliary of the
21 State of California.

22 8. Defendant DENTSU MCGARRY BOWEN, LLC (hereinafter “DENTSU”), is a New
23 York Limited Liability Company that provides advertising services. DENTSU has done and
24 continues to do business throughout California, and maintains offices and operations in the state,
25 including in San Francisco County.

26 9. Defendant RYAN LINDHOLM (hereinafter “LINDHOLM,” together with DENTSU,
27 “Defendants”), is a natural person who is, and at all relevant times was, a resident of the United
28 States and a domiciliary of the State of California, and on information and belief is a resident of San

1 Francisco County. Defendant LINDHOLM serves as a president of Defendant DENTSU and is
2 liable as an officer, director, and/or managing agent of the same under applicable California law.

3 10. At all relevant times, Plaintiff DHARNI held a position with Defendants in California,
4 in and around the San Francisco area.

5 11. Plaintiffs are ignorant of the true names and capacities of the Defendants sued herein
6 as DOES 1 through 25 and therefore sue these defendants by such fictitious names. Plaintiffs will
7 amend this Complaint to allege the true names and capacities of such persons when they are
8 ascertained.

9 12. Plaintiffs are informed and believe and thereon allege that each fictitiously named
10 Defendant is responsible in some manner for the occurrences herein alleged, and Plaintiffs' injuries
11 and damages as herein alleged are directly, proximately and/or legally caused by Defendant.

12 13. Plaintiffs are informed and believes and thereon allege that the aforementioned DOES
13 are or may be responsible for the acts alleged herein as the agents, employers, representatives or
14 employees of other named Defendants, and in doing the acts herein alleged were acting within the
15 scope of their agency, employment or representative capacity of said named Defendants.

16 14. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was
17 acting as an agent, joint venturer, an integrated enterprise and/or alter ego for each of the other
18 Defendants and each were co-conspirators with respect to the acts and the wrongful conduct alleged
19 herein so that each is responsible for the acts of the other pursuant to the conspiracy and in proximate
20 connection with the other Defendant(s).

21 15. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was
22 acting partly within and partly without the scope and course of their employment, and was acting
23 with the knowledge, permission, consent, and ratification of every other Defendant.

24 16. Plaintiffs are informed and believe, and based thereon allege that each of the
25 Defendants was an agent, managing general partner, managing member, owner, co- owner, partner,
26 employee, and/or representative of each of the other Defendants and was at all times material hereto,
27 acting within the purpose and scope of his or her agency, employment, contract and/or
28 representation, and that each of them is jointly and severally liable to Plaintiffs.

1 **JURISDICTION AND VENUE**

2 17. Jurisdiction of this action is proper in the Superior Court of California under Article
3 VI, § 10 of the California Constitution.

4 18. The monetary damages, restitution, penalties, and other amounts sought in this
5 Complaint exceed the minimal jurisdictional limits of this Court.

6 19. Defendants maintain and actively service California clients and employ California
7 residents, and thus have sufficient minimum contacts in California or otherwise intentionally availed
8 themselves of the California market on a routine and continuing basis, thus rendering them subject to
9 the jurisdiction of this Court in accordance with traditional notions of fair play and substantial
10 justice.

11 20. Plaintiffs' claims arise under California law.

12 21. Venue as to Defendants is proper in this judicial district under Code of
13 Civil Procedure § 395(a) and 395.5 because at least some of the acts and omissions complained of in
14 this Complaint occurred within this county in California.

15 22. Defendants either own or maintain active offices, transact business, or have an agent
16 or agents in the State of California, County of San Francisco.

17 23. Plaintiffs are informed and believe, and thereon allege, that more than two-thirds of
18 the proposed Class Members are citizens of California; and that the principal injuries resulting from
19 Defendants' alleged conduct were incurred in California.

20 24. Plaintiffs are informed and believe and based thereon allege that at least
21 one Defendant is a California citizen whose alleged conduct forms a significant basis for the claims
22 asserted and relief sought by Plaintiff on behalf of the proposed Class Members.

23 **FACTUAL ALLEGATIONS**

24 25. From on or about May 8, 2019, Defendants hired Plaintiff DHARNI in California as a
25 Social Content Editor at their San Francisco office.

26 26. Plaintiff DHARNI was subject to the protections of California law during her
27 employment with Defendants.
28

27. Plaintiffs are informed and believe and based thereon allege that at all times herein mentioned, Defendants were advised by skilled management, employees, lawyers, and other professionals who were knowledgeable about California wage and hour and employment laws that apply to Plaintiff and Class Members.

28. Plaintiff's employment with Defendants ended on or about September 1, 2020. Her employment did not end because of her performance or conduct.

Wage Statement Violations.

29. Plaintiffs are informed and believe and based thereon allege that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive complete and accurate wage statements.

30. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were not furnished with complete and accurate wage statements that show all of the information required by Labor Code section 226.

31. Plaintiff alleges that the wage statements inaccurately and incompletely state the name and address of the legal employer, and/or the information is not promptly and easily determined based on the face of the wage statement. Information that is provided is confusing and not in compliance with the requirements of California law.

32. Plaintiffs are informed and believe and based thereon allege that Defendants' wage statement violations are the result of Defendants' knowing failure to accurately list all required information.

33. These knowing and intentional wage statement violations are significant because they sowed confusion among Plaintiff and, on information and belief, other Class Members with respect to who their legal employing entity was and where to address any claim for legal redress.

34. As a result of the wage statement violations, Defendants have been able to avoid liability, until now, for the wage violations set forth in this Complaint.

35. Based on the foregoing, Plaintiffs seek the remedies set forth in this Complaint.

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Unreimbursed Expenses.

36. Plaintiffs are informed and believe and based thereon allege that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive reimbursement for their work-related business expenses.

37. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were not reimbursed for all expenses necessarily incurred in the direct discharge of their employment with Defendants.

38. For example, Defendants knew or should have known that Plaintiff and other Class Members used their personal cell phones, home internet and other communications devices to complete their duties and respond to management.

39. Additionally, Defendants knew or should have known that Plaintiff and other Class Members used personal business supplies while working from home, including paper, pens, paperclips, and other home office supplies.

40. Defendants did not reimburse Plaintiff and Class Members or provide a mechanism for reimbursement of those associated work-related costs.

41. Plaintiffs are informed and believe and based thereon allege that Defendants, jointly and severally, have acted knowingly, intentionally and with deliberate indifference and conscious disregard to the rights of Plaintiff and Class Members in committing the violations set forth in this Complaint.

42. Plaintiffs are informed and believe and based thereon allege that Defendants have engaged in systemic violations of the Labor Code and IWC Wage Orders by creating and maintaining policies, practices and customs that knowingly deny Plaintiff and Class Members of their employment rights.

43. Plaintiffs are informed and believe and based thereon allege that all violations are ongoing.

44. Based on the foregoing, Plaintiffs seek the remedies set forth in this Complaint.

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1 **CLASS ACTION ALLEGATIONS**

2 45. Plaintiff brings this action on behalf of herself and all others similarly situated as a
3 Class Action pursuant to § 382 of the Code of Civil Procedure.

4 46. Plaintiff seeks to represent the classes and/or subclasses composed of and defined as
5 follows:

6 **All current or former employees who worked in the state of California from**
7 **March 12, 2017 to the present for the Defendants.**

8 47. Plaintiff also seeks to represent the following subclasses composed of and defined as
9 follows:

10 **Wage Statement Subclass:** All Members of the Plaintiff Class who worked in the
11 state of California from March 12, 2020 to the present, who received wage
statements covered by Labor Code § 226.

12 **Unreimbursed Expense Subclass:** All Members of the Plaintiff Class who, during
13 the relevant period, incurred work-related expenses required by Defendants.

14 **UCL Subclass:** All Members of the Plaintiff Class, who, during the relevant
15 period, Defendants owe restitution in the form of unreimbursed expenses.

16 48. The above-mentioned class-members will collectively be referred to as “Class
17 Members.”

18 49. Plaintiff reserves the right to modify or redefine the Class, establish additional
19 subclasses, or modify or re-define any class or subclass definition as appropriate based on
20 investigation, discovery, and specific theories of liability.

21 50. This action is brought and may properly be maintained as a Class Action under the
22 provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
23 interest in the litigation and the proposed Class is easily ascertainable.

24 **Numerosity/Ascertainability**

25 51. This action is brought and may properly be maintained as a Class Action under the
26 provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
27 interest in the litigation and the proposed Class is easily ascertainable.
28

52. The members of the Class are so numerous that joinder of all Class Members would be impractical.

53. Although the members of the entire Class and Subclasses are unknown to Plaintiff at this time, Plaintiffs are informed and believe and based thereon allege that the class is estimated to be greater than 40 individuals.

54. The identity of the Class Members is currently unknown to Plaintiff; however, the identities of the Class Members are readily ascertainable from Defendants' employment and payroll records that they are required to maintain under California law.

55. Accounting for employee turnover during the relevant periods necessarily increases this number substantially.

Typicality

56. The claims of Plaintiff are typical of the claims of all Class Members in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner as the Class Members because of Defendants' failure to comply with the provisions of California wage and hour laws, which entitled Plaintiff and Class Members to similar employment rights and other legal protections.

57. Defendants have committed the same or similar labor violations against Plaintiff and the Class Members.

58. The injuries sustained by Plaintiff are also typical of the injuries sustained by the Class Members because they arise out of and are caused by Defendants' common unlawful employment and payroll policies, practice, conduct, and customs.

Adequacy of Representation

59. The named Plaintiff is fully prepared to take all necessary steps to fairly and adequately represent the interests of the Class.

60. The named Plaintiff is a member of the Class, does not have any conflicts of interest with other Class Members, and will prosecute the case vigorously on behalf of the Class.

61. Counsel representing the named Plaintiff and the putative Class is competent and experienced in litigating employment class actions, including wage and overtime class actions.

62. The named Plaintiff will fairly and adequately represent and protect the interests of the Class Members.

Superiority of Class Action

63. The nature of this action makes the use of class action adjudication superior to other methods.

64. A class action is superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class.

65. Each Class Member was damaged or suffered injury and may recover by reasons of Defendants' illegal policies and/or practices.

66. Class Action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

67. A class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire Class.

Public Policy

68. Employment and labor law violations in California are violated every day.

69. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.

70. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and through other means.

71. Many California employees simply do not know their employment rights and rely on their employer to get it right.

72. A class action provides the Class Members who are not named in the Complaint with a type of anonymity that allows for the vindication of their rights while also protecting their privacy and enabling them to recoup losses to which they may be unaware or afraid to assert.

1 **Commonality**

2 73. There are common questions of law and fact as to the Class which predominate over
3 questions affecting only individual Class Members, thus creating a well-defined community of
4 interest.

5 74. Plaintiff and Class Members have suffered their common injuries as a result of
6 Defendants' systemic employment policies and practices.

7 75. Common questions of law and fact include, without limitation and subject to possible
8 further amendment, the following:

- 9 a. Whether Defendants violated Labor Code §§ 226 by not providing accurate paystubs;
10 b. Whether Defendants violated Labor Code §§ 2802 by failing to reimburse Plaintiffs
11 for business expenses; and
12 c. Whether Plaintiff and the members of the Class may recover remedies pursuant to
13 Business & Professions Code §§ 17200, *et seq.*

14 76. Looking to Defendants' employment policies and practices, the Court can adjudicate
15 the lawfulness of those policies and practices on a class-wide basis, according to proof, and issue an
16 award to Plaintiff and Class Members accordingly.

17 77. Answers to the common questions raised in this Complaint will advance resolution of
18 each individual proposed Class Member's claims.

19 78. For the reasons alleged in this Complaint, this action should be certified as a Class
20 Action.

21 **FIRST CAUSE OF ACTION**

22 **Individual and Class Claim for**

23 **Failure to Provide Accurate Paystubs in Violation of California Labor Code § 226**

24 (Against Defendant Dentsu)

25 79. For the reasons alleged in this Complaint, this action should be certified as a Class
26 Action.

27 80. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though
28 set forth herein.

1 81. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

2 82. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent part, that
3 “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her
4 employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or
5 separately if wages are paid by personal check or cash, an accurate itemized statement in writing
6 showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in
7 subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the
8 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
9 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
10 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
11 only the last four digits of his or her social security number or an employee identification number
12 other than a social security number, (8) the name and address of the legal entity that is the employer
13 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the
14 name and address of the legal entity that secured the services of the employer, and (9) all applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at each
16 hourly rate by the employee . . .” (Labor Code § 226 subdivision (a).)

17 83. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
18 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
19 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each
20 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in
21 addition to an award of costs and attorneys’ fees.

22 84. Upon information and belief, during all times relevant to this action, Defendants did
23 not provide accurate wage statements throughout the Class Period.

24 85. Plaintiffs allege that on numerous occasions, an exact amount by which will be
25 proven at trial, Defendants violated various provisions of § 226, including but not limited to
26 subdivisions (a)(8) by failing to provide Plaintiffs itemized statements that accurately state
27 Defendants’ name and address, or such information is provided in a manner that is not promptly and
28 easily determined based on the face of the wage statement.

86. Defendants failed to provide wage statements in accordance with Labor Code section 226, such that Plaintiff and Class Members could not promptly and easily determine the name and address of the employer, which is required to be provided on the wage statements.

87. For Defendants' misconduct as alleged in this Complaint, Plaintiffs seek damages, penalties, costs, and attorneys' fees pursuant to Labor Code §§ 226 in an amount to be proven at trial.

88. For Defendants' misconduct as alleged herein, Plaintiffs seek all damages including injunctive relief, prejudgment interest, statutory penalties, along with attorneys' fees, costs, and other remedies in an amount to be proven at trial.

SECOND CAUSE OF ACTION

Individual and Class Claim for

Failure to Indemnify/Reimburse Business Expenses in Violation of California Labor Code §§

2802, 1198, and the Applicable Wage Order

(Against all Defendants)

89. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though set forth herein.

90. At all relevant times, Defendants had a duty to comply with Labor Code sections 2800 and 2802.

91. Defendants failed to comply with these indemnification and reimbursement requirements with respect to Plaintiff and Class Members.

92. Labor Code section 2800 requires employers to always indemnify employees for losses caused by the employer's want of ordinary care.

93. To the extent Defendants claim that Plaintiff and Class Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their own negligence.

94. Labor Code section 2802(a) requires that employers indemnify and reimburse employees for all business expenses, which are defined as all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred based on the employee's obedience to the employer's directions.

1 95. Labor Code section 2802(b) authorizes employees to recover in a court action interest
2 which shall accrue from the date on which the employee incurred the necessary expenditure or loss.

3 96. Labor Code section 2802(c) authorizes employees who to enforce their right to
4 reimbursements under Labor Code section 2802 to also recover attorneys' fees and costs.

5 97. Plaintiff and the Class Members incurred losses in obedience to the directions of
6 Defendants.

7 98. The costs included home office expenses, office supplies, paper, printer, internet, fax
8 machines, cell/home phone, computer, computer repairs/upgrades/software, office space in their
9 homes, gas and electric, water, and other similar expenses.

10 99. Upon information and belief, Defendants maintained no policy of reimbursement of
11 such expenses and refused to reimburse said expenses even though the employer knew of and
12 required work to be performed at home.

13 100. Plaintiff and Class Members were required to purchase and provide their own
14 equipment, services, and supplies to work for Defendants.

15 101. As a direct result of Defendants' violations of California Labor Code § 2802, the
16 Plaintiff and Class Members suffered and continue to suffer substantial losses related to unpaid
17 expenses, the use and enjoyment of monies owed, lost interest on monies owed, and attorneys' fees
18 in an amount to be proven at the time of trial.

19 102. Defendants derived an unjust and inequitable economic benefit in failing to comply
20 with the law regarding indemnification and reimbursement of employees.

21 103. Under Labor Code section 558.1, employees are authorized to seek damages under
22 Labor Code 2802 against both the employer or "any other person acting on behalf of employer,"
23 which includes Defendant LINDHOLM, as well as any applicable attorneys' fees and costs.

24 104. As a direct and proximate result of Defendants' failure to indemnify and reimburse
25 Plaintiff and Class Members for all business and work-related costs, expenditures, losses and
26 expenses in accordance with Labor Code sections 2800 and 2802, Plaintiff and Class Members are
27 entitled to recover the full unreimbursed balance of reimbursements, expenditures and losses,
28

1 prejudgment interest, and statutory penalties, along with attorneys' fees and costs in amounts that
2 will be established at trial.

3 **THIRD CAUSE OF ACTION**

4 **Class Claim for Remedies for**

5 **Violation of the California Unfair Business Practices Code §§ 17200, *et seq.***

6 (Against all Defendants)

7 105. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though
8 set forth herein.

9 106. Specifically, Plaintiff incorporates all violations set forth in this Complaint which may
10 support a claim for unlawful and unfair business practices, to the extent permitted by law.

11 107. At all relevant times, Defendants have engaged in unlawful and unfair business
12 practices in violation of Business and Professions Code section 17200 *et seq.* through common and
13 systemic employment policies and practices by failing to provide the employment protections,
14 reimbursements and other funds and property owed to Plaintiff and Class Members, as alleged
15 throughout this Complaint, in violation of the Labor Code and IWC Wage Orders.

16 108. Defendants' business practices deprived Plaintiff and Class Members of
17 compensation, reimbursements and other funds to which they are legally entitled, constitutes
18 unlawful and unfair fraudulent business practices, and provides an unfair advantage to Defendants
19 over its competitors who have been or are currently in honest compliance with applicable wage and
20 hour and employment laws.

21 109. Plaintiffs are informed and believe and based thereon allege that Defendants are
22 unjustly enriched because of their unlawful and unfair business practices.

23 110. Because the named Plaintiff is a victim of Defendants' unfair and unlawful conduct,
24 as alleged in throughout this Complaint, Plaintiff, as an individual and on behalf of the Class
25 Members, seeks restitution of all monies and property withheld, acquired or converted by Defendants
26 pursuant to Business and Professions Code sections 17202, 17203, 17204, and 17208.

27 111. Plaintiff and Class Members have rights to obtain an injunction, restitution, and other
28 equitable relief against such unlawful practices to return all funds over which Plaintiff and Class

Members have an ownership interest and to prevent future damage pursuant to Business and Professions Code section 17200 *et seq.*

112. Plaintiff was compelled to retain the services of counsel to file this court action to protect their interests and those of the Class Members and to enforce important employment rights affecting the public interest.

113. Plaintiffs have thereby incurred attorneys' fees, which Plaintiffs have the right to recover on all causes of action under Code of Civil Procedure section 1021.5.

FOURTH COUNT

Private Attorneys General Act

(Violation of Cal. Labor Code §§ 226, 1198, 2802; penalties pursuant to 226.3, 1174.5, 1199, 2699)

(Against Defendant Dentsu)

114. Plaintiff re-alleges and incorporates by reference each and every allegation of the preceding paragraphs as though fully set forth herein.

115. Plaintiff, individually and on behalf of other Aggrieved Employees and the general public, alleged that on or about March 12, 2021, written notice was provided to the Labor and Workforce Development Agency ("LWDA") and Defendant Dentsu of the specific violations of the California Labor Code that Defendants have violated and continue to violate.

116. No response was provided from the LWDA to Plaintiff's March 12, 2021 letter. Plaintiff therefore has exhausted all administrative procedures required of her under Labor Code §§ 2698, 2699 and 2699.3, and as a result, is justified as a matter of right in bringing forward this cause of action.

117. As a result of the acts alleged above, Plaintiff and Aggrieved Employees seek penalties under Labor Code §§ 226.3, 2698 and 2699 because Defendant Dentsu's violations of numerous provisions of the California Labor Code, as alleged above.

118. Defendant Dentsu engaged in a pattern and practice of despicable conduct in perpetrating the above-described employment scheme, which subjected Plaintiff and other Aggrieved Employees to unjust hardships in conscious disregard of their rights.

119. Defendant Dentsu consciously disregarded the rights of its workers by choosing to deny them the rights and benefits afforded to acknowledged employees so that Defendant Dentsu could advance its own interests.

120. As a direct and proximate result, Plaintiff and Aggrieved Employees have suffered damages. Pursuant to California Labor Code § 2699, Plaintiff and Aggrieved Employees should be awarded twenty-five percent (25%) of all penalties due under California law, including attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment individually and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class and Subclasses;
2. For an order appointing the named Plaintiff as a class representative;
3. For an order appointing Counsel for Plaintiffs as class counsel;
4. For an award of all damages, monetary relief, reimbursements, and other sums due to Plaintiffs and Class Members by virtue of their claims;
5. For an award of statutory penalties for all Labor Code violations;
6. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code § 17200 *et seq.*;
7. For disgorgement through restitution of all ill-gotten and/or ill-gained profits, including unreimbursed expenses for Plaintiffs and/or the Class and/or Represented Employees, resulting from Defendants' unfair business practices pursuant to Business and Professions Code §§ 17200 *et seq.*;
10. For all remedies available to Plaintiffs under the applicable Industrial Welfare Commission Order including but not limited to Labor Code §§ 226, 1198, and 2802, including an award of attorneys' fees, costs, interest, liquidated damages, damages, and penalties according to proof to the extent permitted by law;

11. Impose penalties and amounts provided in California Labor Code §§ 226.3, 2699 and other provisions;
12. For Labor Code § 226(e) penalties in the amount of \$4,000.00 for each putative Class Member;
13. For an award of prejudgment interest on all sums recovered pursuant to Civil Code §§ 3287 and 3289;
14. Award damages for unreimbursed business expenses as permitted under California Labor Code § 2802 and the applicable Wage Order;
15. Award reasonable attorneys' fees under the California Labor Code;
16. Award costs of suit under the California Labor Code; and
17. For an order for post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law; and
18. For such other and further relief as the Court deems just and proper.

PLAINTIFFS demand a jury trial on all issues in this case.

Respectfully submitted,

Dated: May 19, 2021

FINKELSTEIN & KRINSK LLP

By


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