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 ANDREW BLAIKLOCK

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES
POMONA COURTHOUSE SOUTH

ANDREW BLAIKLOCK, an individual,

Plaintiff,

vs.

THE TREATMENT SKIN BOUTIQUE, INC.,
 a California corporation; and DOES 1 through
 100, inclusive,

Defendant.

Case No. **21PSCV00508**

**PLAINTIFF'S VERIFIED
 COMPLAINT FOR:**

1. Retaliation (Lab. Code §§ 98.6, 232.5, 1102.5, 6310, and 6399.7; Common Law)
2. Wrongful termination (Common Law)
3. Misclassification (Lab. Code § 515)
4. Failure to provide rest periods (Lab. Code § 226.7)
5. Failure to provide meal periods (Lab. Code §§ 226.7 and 512)
6. Failure to pay overtime (Lab. Code §§ 510 and 1194)
7. Failure to pay all wages owed at termination (Lab. Code §§ 201 and 203)
8. Failure to provide accurate, itemized wage statements (Lab. Code § 226)
9. Failure to reimburse for all business expenses (Lab. Code § 2802)
10. Failure to pay accrued vacation time (Lab. Code § 227.3)
11. Failure to pay accrued sick time (Lab. Code § 246)
12. Failure to pay all wages (Lab. Code § 204)
13. Unlawful business practices (Bus. & Prof. Code § 17200 et seq.)
14. Civil penalties pursuant to the Private Attorneys General Act (Lab. Code §§ 2698 – 2699.6)

1 Amount demanded exceeds \$25,000.

JURY TRIAL DEMANDED

2 1. The matters stated in this Complaint are true to Plaintiff's knowledge, except the
3 matters that are therein stated on information and belief, and as to those matters Plaintiff believes
4 them to be true.

5 2. Plaintiff ANDREW BLAIKLOCK, an individual, hereby alleges against
6 Defendants THE TREATMENT SKIN BOUTIQUE, INC. and DOES 1 through 100, inclusive,
7 as follows:

8
9 **JURISDICTION AND VENUE**

10 3. Jurisdiction is conferred on this Court over Defendants named herein as residents
11 of the State of California and/or conductors of business in the State of California. Jurisdiction is
12 conferred on this Court as to all causes of action as they arise under state statute or common law.

13 4. Venue is proper in this Court because Defendants reside and/or conduct business
14 in this County.

15
16 **THE PARTIES**

17 5. Plaintiff ANDREW BLAIKLOCK ("Plaintiff") is an individual who, during the
18 events described in this Complaint, lived in Costa Mesa, in the County of Orange.

19 6. Defendant THE TREATMENT SKIN BOUTIQUE, INC. ("The Treatment Skin
20 Boutique") is a California corporation. On information and belief, The Treatment Skin Boutique
21 is a health and beauty business in the personal service industry that employs at least forty persons
22 in the counties of Orange, Los Angeles, and San Bernardino. Plaintiff is informed and believes
23 and thereon alleges that The Treatment Skin Boutique is, and at all pertinent times alleged herein
24 was, doing business in the County of Orange.

25 7. The true names, identities, or capacities, whether individual, corporate, associate,
26 or otherwise, of DOES 1 through 100, inclusive, are unknown to Plaintiff. When the true names,
27 identities, or capacities of such fictitiously-designated Defendants are ascertained, Plaintiff will
28 ask leave of this Court to amend this Complaint to insert their true names, identities, and

1 capacities, together with the proper charging allegations. Plaintiff is informed and believes and
2 thereon alleges that some or all of the fictitiously-named Defendants are responsible in some
3 manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were
4 proximately caused by those defendants.

5 8. Plaintiff believes and therefore alleges that at all times herein mentioned, each of
6 the Defendants was the agent and employee of each of the other Defendants, and in doing the
7 acts alleged herein, was acting within the scope of such agency and employment. Plaintiff further
8 believes and therefore alleges that the conduct of each of the Defendants as alleged herein was
9 ratified by each of the other Defendants, and the benefits thereof were accepted by each of the
10 other said Defendants.

11
12 **FACTUAL ALLEGATIONS**

13 9. On information and belief, Defendant The Treatment Skin Boutique is a spa and
14 beauty treatment facility, established in 2017, offering medical grade skin care treatments.
15 Beginning on or around February 18, 2019, Plaintiff began his career at The Treatment Skin
16 Boutique's location in Newport Beach, where he was hired as an Office Manager. However, due
17 to Plaintiff's raising concerns surrounding the company's potential for exposure during the
18 COVID pandemic, he was terminated.

19 10. From the outset, Plaintiff excelled at his job. In fact, during the first year of
20 employment with Defendants, Plaintiff only heard glowing and positive feedback from his team,
21 management, and their clients. As a testament to his abilities, he also received positive patient
22 surveys and a number of mentions in five-star Yelp reviews throughout the course of his
23 employment.

24 11. Plaintiff was often the first to arrive at the office, in anticipation of a busy
25 workday. To help the medical assistants and prevent a work backlog, Plaintiff prepared treatment
26 rooms, restocked products, and entered patient information into the electronic health record.

27 12. On many occasions, due to being inundated with patients, Plaintiff was hard-
28 pressed to find time to take meal and rest breaks, as coverage was lacking. Further, Defendants

1 misclassified Plaintiff as exempt, denying him the protections due to him under California law.

2 13. As work accumulated, Plaintiff was not allowed to take proper rest or meal
3 periods but was required to complete paperwork for Defendants during his meal periods.
4 Moreover, Plaintiff frequently worked nine- to ten-hour days, often for five or even six days a
5 week and accumulating large amounts of overtime hours for which Defendants were required to
6 pay him the overtime premium. Defendants failed to pay Plaintiff this overtime premium.

7 14. Plaintiff was eligible to accrue and earn paid vacation time, and Defendants were
8 required to provide Plaintiff with one hour of sick pay for every thirty hours he worked.
9 However, Plaintiff neither received nor accrued any sick pay or vacation pay during his
10 employment with Defendants.

11 15. The offer letter Plaintiff received from Defendants in or around February 2019
12 stated that Plaintiff's compensation would include a medical stipend of \$300 per month, which
13 Defendants should have begun paying Plaintiff in March or April 2019. Defendants failed to pay
14 Plaintiff this stipend until August 2020, and only after Plaintiff had been inquiring about it for
15 months.

16 16. While acting on the direct instruction of Defendants and discharging his duties
17 for them, Plaintiff incurred work-related expenses. Such expenses include, but are not limited to,
18 travel expenses to Defendants' corporate office for meetings and trainings. Plaintiff necessarily
19 incurred these expenses and losses as a direct result of performing his job duties for Defendants
20 because part of Plaintiff's job duties included driving to and from Defendants' corporate office.

21 17. On or around March 4, 2020, California proclaimed a State of Emergency to exist
22 throughout the state as a result of the threat of COVID-19 ("COVID"), which was rapidly
23 spreading in a short period of time. On or around March 19, 2020, the Governor of California
24 issued Executive Order N-33-20, directing all Californians to stay home except to go to an
25 essential job or to shop for essential needs. Defendants were forced to close temporarily on
26 March 20, 2020, and were allowed to return on May 15, 2020.

27 18. On multiple occasions, Plaintiff was sent to cover shifts in Defendants' main
28 office in Claremont, for employees who either tested positive for COVID or had family with the

1 virus. During that time, Plaintiff witnessed Claremont employees (especially those who were
2 fulfilling online product orders) working in close contact indoors for hours at a time, not wearing
3 masks or observing social distancing. Often patients would need to remove face coverings to
4 receive their treatments, which included Botox injections, dermal fillers, micro-needling, and
5 facial treatments. The providers were within inches of patients' faces during the treatments for
6 at least fifteen to twenty minutes at a time depending on the treatment, and in an enclosed
7 treatment room which measured not more than fifteen feet by twelve feet.

8 19. On information and belief, all services were performed indoors from May to July
9 2020, when the government mandated that "personal services" such as facials, nails, and
10 haircutting be done outdoors. On July 9, 2020, Plaintiff was informed via an internal email that
11 an employee at his location had tested positive for COVID on June 30. Plaintiff felt that an intra-
12 office message was an ineffective and inefficient means of protecting employees from COVID,
13 as they would not see such a message until they had already arrived at work and exposed
14 themselves. Moreover, such a response from Defendants departed from their own written
15 COVID procedures. Plaintiff decided to voice his concerns over Defendants' company-wide
16 COVID response protocol and how it was applied in this situation.

17 20. It was Plaintiff's responsibility as office manager to get updates on the medical
18 staff from the Lead Physician's Assistant in the office. For fear of contracting COVID himself
19 and out of obligation to patients and coworkers alike, Plaintiff contacted Defendants' HR
20 Manager, Jordin Lowes, regarding the predicament. He was notified that the COVID-afflicted
21 employee would not be returning to work at the Newport Beach location, but instead would
22 return to work at Claremont.

23 21. Plaintiff was later informed that more coworkers had potential exposure to
24 COVID and again voiced concerns regarding Defendants' response protocols and, once again,
25 was told something different than what was in writing. Plaintiff found this response worrisome,
26 especially because multiple individuals worked shifts at each of the locations and could
27 potentially be exposing everyone by cross-contamination. Additionally, a minimum of eight
28 patients were treated a day, and on most days that number exceeded thirty. Soon after, Plaintiff

1 came in contact with a COVID-positive family member and quarantined for ten days at home.
2 When Plaintiff returned to work, he felt ostracized and feared that his relationship with
3 Defendants' owners and HR manager had become strained.

4 22. On or around September 27, 2020, Plaintiff was notified that another employee,
5 who had been at work the week prior, tested positive for COVID. Due to Defendants' intra-office
6 messaging system, Plaintiff did not receive the message until he was already in the office and
7 had met with the first few patients that day. Again, Defendants' response to a COVID-positive
8 employee was different in practice from than what it was in writing. Plaintiff voiced concerns
9 again regarding this, especially because his mother had also come for a treatment the previous
10 week and subsequently was exposed as well. Plaintiff's mother works in an assisted living
11 facility where the entire population was at risk.

12 23. On or around November 2, 2020, Defendants terminated Plaintiff's employment.
13

14 **FIRST CAUSE OF ACTION FOR RETALIATION IN VIOLATION OF LABOR**

15 **CODE §§ 98.6, 232.5, 1102.5, 6310, 6399.7, AND COMMON LAW**

16 24. Plaintiff restates and incorporates by reference each and every allegation of the
17 foregoing paragraphs as though fully set forth herein.

18 25. Multiple sections of the Labor Code prohibit employers from retaliating against
19 employees who report unlawful employer activity.

20 26. Labor Code § 98.6(a) requires, in part, that:

21 A person shall not discharge an employee or in any manner discriminate, retaliate,
22 or take any adverse action against any employee or applicant for employment
23 because the employee or applicant engaged in any conduct delineated in this
24 chapter ... or because the employee or applicant for employment has filed a bona
fide complaint or claim or instituted or caused to be instituted any proceeding under
or relating to his or his rights that are under the jurisdiction of the Labor
Commissioner...

25 27. Labor Code § 232.5(c) states that no employer may discharge, formally
26 discipline, or otherwise discriminate against an employee who discloses information about the
27 employer's working conditions.
28

1 28. Labor Code § 1102.5(b) states:

2 An employer, or any person acting on behalf of the employer, shall not retaliate
3 against an employee for disclosing information, or because the employer believes
4 that the employee disclosed or may disclose information, to a government or law
5 enforcement agency, to a person with authority over the employee or another
6 employee who has the authority to investigate, discover, or correct the violation or
7 noncompliance, or for providing information to, or testifying before, any public
8 body conducting an investigation, hearing, or inquiry, if the employee has
9 reasonable cause to believe that the information discloses a violation of state or
10 federal statute, or a violation of or noncompliance with a local, state, or federal rule
11 or regulation, regardless of whether disclosing the information is part of the
12 employee's job duties.

13 29. Labor Code § 6310 prohibits employers from discharging or discriminating
14 against employees for making, "an oral or written complaint to ... his or his employer..."
15 Further, Labor Code § 6399.7 prohibits employers from discharging or discriminating against
16 employees who make complaints regarding the health and safety of employees.

17 30. At all times relevant to this complaint, Government Code § 12940 and Labor
18 Code §§ 98.6, 232.5, 6310, 6399.7, and 1102.5 were in effect and applicable to Defendants.

19 31. Defendants retaliated against Plaintiff when he vocalized concerns regarding the
20 companywide COVID response protocol. If Plaintiff had not brought his concerns to
21 Defendants' attention, he would not have been terminated.

22 32. Plaintiff is informed and believes and thereon alleges that his voicing concerns
23 over Defendants' COVID protocol issue motivated the termination he suffered.

24 33. As a direct and foreseeable result of the aforesaid acts of said Defendants,
25 Plaintiff has lost and will continue to lose income and benefits in an amount to be proven at trial.
26 Plaintiff claims such amount as general damages for mental and emotional distress and
27 aggravation in an amount to be proven at trial, together with pre-judgment interest pursuant to
28 Civil Code § 3287 and/or any other provision of law providing for pre-judgment interest.

 34. Furthermore, Plaintiff has incurred and continues to incur costs and attorneys'
fees and is entitled to an award of reasonable attorneys' fees and cost pursuant to Government
Code § 12965(b).

SECOND CAUSE OF ACTION FOR WRONGFUL TERMINATION, IN
VIOLATION OF GOVERNMENT CODE § 12940(h), LABOR CODE § 1102.5 AND
COMMON LAW

35. Plaintiff restates and incorporates by reference each and every allegation of the foregoing paragraphs as though fully set forth herein.

36. In Tameny v. Atlantic Richfield Co., (1980) 27 Cal.3d 167, the Court laid out the general principle that while employers may end an employee's at-will employment for no reason, they may not do so when motivated by reasons that run counter to public policy.

37. Government Code § 12940(h), which is part of the Fair Employment and Housing Act referred to in the above citation, makes it unlawful, "[f]or any employer, labor organization, employment agency, or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part."

38. Furthermore, Labor Code § 1102.5(b) states:

An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

39. At all times relevant to this complaint, Government Code § 12940(h) and Labor Code § 1102.5 were in effect and applicable to Defendants. The public policy is designed to protect all employees and to promote the welfare and well-being of the community at large. Defendants' actions in terminating Plaintiff because of his concerns associated with COVID protocols was wrongful and in violation of both the statutes and public policy of California.

40. As a proximate result of Defendants' acts and omissions, Plaintiff was terminated from his employment and sustained losses in earnings and other employment benefits in an

1 amount to be proven at trial.

2 41. As a direct and foreseeable result of the aforesaid acts of said Defendants,
3 Plaintiff has lost and will continue to lose income and benefits in an amount to be proven at trial.
4 Plaintiff claims such amount as general damages for mental and emotional distress and
5 aggravation in an amount to be proven at trial, together with pre-judgment interest pursuant to
6 Civil Code § 3287 and/or any other provision of law providing for pre-judgment interest.

7
8 **THIRD CAUSE OF ACTION FOR MISCLASSIFICATION OF NON-EXEMPT**
9 **EMPLOYEES IN VIOLATION OF LABOR CODE § 515**

10 42. Plaintiff restates and incorporates by reference each and every allegation of the
11 foregoing paragraphs as though fully set forth herein.

12 43. Labor Code § 515(a) lays out the criteria for classifying an employee as exempt.

13 44. Although Plaintiff was treated as an exempt employee, none of his job duties
14 qualified him as exempt under any of California's exemptions. Plaintiff had virtually no
15 decision-making authority for Defendants. In fact, any decision-making needed approval from a
16 board of seven individuals who mainly worked at Defendants' corporate offices in Claremont.

17 45. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
18 suffered and will continue to suffer pain and suffering, mental anguish, emotional distress, and
19 a loss of earnings and other employment benefits. Plaintiff is thereby entitled to general and
20 compensatory damages in amounts to be proven at trial. Furthermore, Plaintiff has incurred and
21 continues to incur costs and attorneys' fees and is entitled to an award of his reasonable
22 attorneys' fees and costs pursuant to Gov't Code § 12965(b).

23
24 **FOURTH CAUSE OF ACTION FOR FAILURE TO PROVIDE REST PERIODS IN**
25 **VIOLATION OF WAGE ORDER NO. 2-2001 § 12 AND LABOR CODE § 226.7**

26 46. Plaintiff restates and incorporates by reference each and every allegation of the
27 foregoing paragraphs as though fully set forth herein.

28 47. Wage Order § 12 states that employers shall authorize and permit all employees

1 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
2 authorized rest period time shall be based on the total hours worked daily at the rate of ten
3 minutes net rest time per four hours or major fraction thereof.

4 48. Labor Code § 226.7 provides that no employer shall require an employee to work
5 during any rest period mandated by an applicable Wage Order. The Court has explained this to
6 mean that, “[d]uring rest periods, employers must relieve their employees of all duties and
7 *relinquish any control over how employees spend their break time.*” Augustus v. ABM Security
8 Services, Inc., (2016) 2 Cal.5th 257, 260.

9 49. Plaintiff did not receive proper rest periods, because Defendants willfully
10 required Plaintiff to work during his rest periods. Defendants are in violation of the rest period
11 requirement for every day on which Plaintiff was entitled to a rest period.

12 50. In addition, Defendants failed to pay Plaintiff the full rest period premium, in
13 violation of Wage Order § 12. Plaintiff is entitled to receive compensation in an amount to be
14 proven at trial, including reasonable attorney’s fees and costs pursuant to Labor Code § 218.5.

15 51. Additionally, Wage Order § 20 provides for civil penalties:

16 In addition to any other civil penalties provided by law, any employer...who
17 violates, or causes to be violated, the provisions of this order, shall be subject to the
18 civil penalty of: (1) Initial Violation – \$50.00 for each underpaid employee for each
19 pay period during which the employee was underpaid in addition to the amount
20 which is sufficient to recover unpaid wages. (2) Subsequent Violations – \$100.00
21 for each underpaid employee for each pay period during which the employee was
22 underpaid in addition to an amount which is sufficient to recover unpaid wages.

23 Plaintiff is entitled to these civil penalties in an amount to be proven at trial.

24 52. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff
25 has lost and will continue to lose income and benefits in an amount to be proven at trial. Plaintiff
26 claims such amount as general damages for mental and emotional distress, aggravation, and
27 physical harm, in an amount to be proven at trial, together with pre-judgment interest pursuant
28 to Civil Code § 3287 and any other provision of law providing for pre-judgment interest.

FIFTH CAUSE OF ACTION FOR FAILURE TO PROVIDE MEAL PERIODS, IN

1 **VIOLATION OF LABOR CODE §§ 226.7 AND 512, AND WAGE ORDER NO. 2-2001**

2 53. Plaintiff restates and incorporates by reference each and every allegation of the
3 foregoing paragraphs as though fully set forth herein.

4 54. Wage Order § 11 and Labor Code § 512(a) state that an employer shall not employ
5 an employee for a work period of more than five hours without a meal period of no less than
6 thirty minutes, except that if a work period of not more than six hours will complete the day's
7 work, the meal period may be waived by mutual consent of the employer and employee.

8 55. Labor Code § 226.7 provides that no employer shall require an employee to work
9 during any meal period mandated by an applicable IWC Wage Order.

10 56. Plaintiff was misclassified as an exempt employee and denied proper meal breaks
11 by Defendants, due to understaffing. Plaintiff was overburdened, making it impossible for him
12 to take proper meal periods, for fear of being reprimanded if his work was incomplete. Plaintiff
13 was required to complete paperwork for Defendants during his meal periods.

14 57. Pursuant to Wage Order § 11 and Labor Code § 226.7(c), Plaintiff is entitled to
15 recover from Defendants one additional hour of pay at his regular rate of compensation for each
16 workday that a meal period was not provided.

17 58. Additionally, Wage Order § 20 provides for civil penalties:

18 In addition to any other civil penalties provided by law, any employer . . . who
19 violates, or causes to be violated, the provisions of this order, shall be subject to the
20 civil penalty of: (1) Initial Violation – \$50.00 for each underpaid employee for each
21 pay period during which the employee was underpaid in addition to the amount
22 which is sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00
23 for each underpaid employee for each pay period during which the employee was
24 underpaid in addition to an amount which is sufficient to recover unpaid wages.

25 Plaintiff is entitled to these civil penalties in an amount to be proven at trial.

26 59. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff
27 has lost and will continue to lose income and benefits in an amount to be proven at trial. Plaintiff
28 claims such amount as general damages for mental and emotional distress, aggravation, and
29 physical harm, in an amount to be proven at trial, together with pre-judgment interest pursuant
30 to Civil Code § 3287 and any other provision of law providing for pre-judgment interest.

1
2 **SIXTH CAUSE OF ACTION FOR FAILURE TO PAY OVERTIME WAGES, IN**
3 **VIOLATION OF LABOR CODE §§ 510 AND 1194, AND WAGE ORDER § 2**

4 60. Plaintiff restates and incorporates by reference each and every allegation of the
5 foregoing paragraphs as though fully set forth herein.

6 61. Wage Order § 3 states that employees shall not be employed more than eight
7 hours in any workday or more than forty hours in any workweek unless the employee receives
8 one and one-half times his or his regular rate of pay for all hours worked in excess of eight hours
9 up to and including twelve hours in any workday, and for the first eight hours worked on the
10 seventh consecutive day of work in a workweek, and double the employee's regular rate of pay
11 for all hours worked in excess of twelve hours in any workday and for all hours worked in excess
12 of eight hours on the seventh consecutive day of work in a workweek.

13 62. Labor Code § 510 states that:

14 any work in excess of eight hours in one workday and any work in excess of 40
15 hours in any one workweek and the first eight hours worked on the seventh day of
16 work in any one workweek shall be compensated at the rate of no less than one and
17 one-half times the regular rate of pay for an employee. Any work in excess of 12
18 hours in one day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice
the regular rate of pay of an employee.

19 63. Labor Code § 1194 states that any employee receiving less than the legal overtime
20 compensation is entitled to recover the unpaid balance of the full amount of this overtime
21 compensation, including interest, reasonable attorneys' fees, and costs.

22 64. Because Plaintiff was regularly working nine-to-ten-hour days, often for five or
23 even six days a week, he was accumulating large amounts of overtime hours, for which
24 Defendants were required to pay him the overtime premium. Defendants failed to do this.

25 65. Because of Defendants' failures as alleged herein, Plaintiff did not receive all the
26 overtime compensation to which he was entitled. Plaintiff is entitled to receive that compensation
27 in an amount to be proven at trial.

28 66. Additionally, Wage Order § 20 provides for civil penalties:

1 In addition to any other civil penalties provided by law, any employer . . . who
2 violates, or causes to be violated, the provisions of this order, shall be subject to the
3 civil penalty of: (1) Initial Violation – \$50.00 for each underpaid employee for each
4 pay period during which the employee was underpaid in addition to the amount
5 which is sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00
6 for each underpaid employee for each pay period during which the employee was
7 underpaid in addition to an amount which is sufficient to recover unpaid wages.

8
9 67. Plaintiff is entitled to these civil penalties in an amount to be proven at trial.

10 68. By violating Wage Order § 3 and Labor Code §§ 510 and 1194, Defendants are
11 liable for Plaintiff's reasonable attorneys' fees and costs pursuant to Labor Code § 1194.

12 69. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff
13 has lost and will continue to lose income and benefits in an amount to be proven at trial. Plaintiff
14 claims such amount as general damages for mental and emotional distress, aggravation, and
15 physical harm, in an amount to be proven at trial, together with pre-judgment interest pursuant
16 to Civil Code § 3287 and any other provision of law providing for pre-judgment interest.

17
18 **SEVENTH CAUSE OF ACTION FOR FAILURE TO PAY ALL WAGES OWED**
19 **UPON TERMINATION IN VIOLATION OF LABOR CODE § 201**

20 70. Plaintiff restates and incorporates by reference each and every allegation of the
21 foregoing paragraphs as though fully set forth herein.

22 71. Labor Code § 201 states that if an employer discharges an employee, the wages
23 earned and unpaid at the time of discharge are due and payable immediately.

24 72. Labor Code § 203 requires that if an employer willfully fails to pay any wages of
25 any employee who is discharged or who quits, the wages of the employee shall continue as a
26 penalty from the due date thereof at the same rate until paid or until an action therefor is
27 commenced; but the wages shall not continue for more than 30 days.

28 73. Defendants terminated Plaintiff's employment on or around November 2, 2020,
and so were required to pay Plaintiff all wages earned and unpaid on that date. The final
paycheck Defendants provided to Plaintiff failed to account for the time he spent under
Defendants' control during his invalid meal and rest periods, as well as much of the overtime

1 pay he had earned. It thus failed to comply with the requirement of Labor Code § 201 that all
2 outstanding wages be paid on the day of termination. As of the filing of this Complaint,
3 Defendants still have not paid Plaintiff these wages.

4 74. As a result of Defendants' conduct, Plaintiff is entitled to waiting time penalties
5 in the amount of up to thirty days' wages under Labor Code § 203, with interest thereon and
6 reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 1194.

7 75. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff
8 has lost and will continue to lose income and benefits in an amount to be proven at trial. Plaintiff
9 claims such amount as general damages for mental and emotional distress, aggravation, and
10 physical harm, in an amount to be proven at trial, together with pre-judgment interest pursuant
11 to Civil Code § 3287 and any other provision of law providing for pre-judgment interest.

12
13 **EIGHTH CAUSE OF ACTION FOR FAILURE TO PROVIDE ACCURATE,**
14 **ITEMIZED WAGE STATEMENTS, IN VIOLATION OF LABOR CODE § 226**

15 76. Plaintiff restates and incorporates by reference each and every allegation of the
16 foregoing paragraphs as though fully set forth herein.

17 77. Labor Code § 226(a) requires an employer to furnish its employees with an
18 accurate itemized statement in writing showing, among other things, gross wages earned, net
19 wages earned, all applicable hourly rates in effect during the pay period, and the corresponding
20 number of hours worked at each hourly rate by the employee.

21 78. Under Labor Code § 226(e), an employee suffering injury as a result of a knowing
22 and intentional failure by an employer to comply with § 226(a) is entitled to recover the greater
23 of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 for
24 each violation in a subsequent pay period, up to a maximum amount of \$4,000.

25 79. Wage Order § 7 requires that employers furnish to each employee an itemized
26 statement in writing showing all deductions, the inclusive dates of the period for which the
27 employee is paid, the employee's name or social security number, and the employer's name.

28 80. Defendants are required to provide employees with accurate, itemized wage

1 statements stating, among other things, gross wages earned, total hours worked, net wages
2 earned, all applicable hourly rates in effect during the pay period, and the number of hours
3 worked at each hourly rate. Plaintiff's time sheets and pay stubs did not include the overtime
4 premium for all overtime hours he had worked, or the time he was legally under Defendants'
5 control during his rest periods.

6 81. As a direct and proximate result of Defendants' conduct, Plaintiff has been
7 injured by, among other things, not being paid all wages due, not knowing how many hours he
8 worked and at what rates, and being required to file this action to recover his wages and
9 determine the number of hours worked and wages due.

10 82. Defendants are in violation of Labor Code § 226(a) and are liable to Plaintiff for
11 damages. Plaintiff is entitled to recover the damages or penalties provided by Labor Code §
12 226(e), including interest thereon, and reasonable attorneys' fees and costs.

13 83. Additionally, Wage Order § 20 provides for civil penalties:

14 In addition to any other civil penalties provided by law, any employer . . . who
15 violates, or causes to be violated, the provisions of this order, shall be subject to the
16 civil penalty of: (1) Initial Violation – \$50.00 for each underpaid employee for each
17 pay period during which the employee was underpaid in addition to the amount
18 which is sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00
19 for each underpaid employee for each pay period during which the employee was
20 underpaid in addition to an amount which is sufficient to recover unpaid wages.

21 Plaintiff is entitled to these civil penalties in an amount to be proven at trial.

22 84. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff
23 has lost and will continue to lose income and benefits in an amount to be proven at trial. Plaintiff
24 claims such amount as general damages for mental and emotional distress, aggravation, and
25 physical harm, in an amount to be proven at trial, together with pre-judgment interest pursuant
26 to Civil Code § 3287 and any other provision of law providing for pre-judgment interest.

27 **NINTH CAUSE OF ACTION FOR FAILURE TO REIMBURSE FOR ALL**
28 **BUSINESS EXPENSES, IN VIOLATION OF LABOR CODE § 2802**

85. Plaintiff restates and incorporates by reference each and every allegation of the

1 foregoing paragraphs as though fully set forth herein.

2 86. Labor Code § 2802(a) requires “[a]n employer to indemnify his or his employee
3 for all necessary expenditures or losses incurred by the employee in direct consequence of his or
4 his duties.” Labor Code § 2802(b) states that “all awards made by a court . . . for reimbursement
5 of necessary expenditures under this section shall carry interest at the same rate as judgments in
6 civil actions. Interest shall accrue from the date on which the employee incurred the necessary
7 expenditure or loss.” Labor Code § 2802(c) defines the term “necessary expenditure or losses”
8 to “include all reasonable costs, including but not limited to, attorneys’ fees incurred by the
9 employee enforcing the rights granted by this section.”

10 87. Defendants have failed to indemnify or in any manner reimburse Plaintiff for the
11 expenditures he incurred in the course of fulfilling his duties for Defendants. By requiring
12 Plaintiff to pay expenses and cover losses he incurred in direct consequence of the discharge of
13 his duties for Defendants and/or in obedience to Defendants’ direction, Defendants have violated
14 and continue to violate Labor Code § 2802.

15 88. As a direct and proximate result of Defendants’ conduct, Plaintiff has suffered
16 substantial losses according to proof, as well as pre-judgment interest, costs, and reasonable
17 attorneys’ fees.

18
19 **TENTH CAUSE OF ACTION FOR FAILURE TO PAY ACCRUED VACATION**
20 **TIME, IN VIOLATION OF LABOR CODE § 227.3**

21 89. Plaintiff restates and incorporate by reference each and every allegation of the
22 foregoing paragraphs as though fully set forth herein.

23 90. Labor Code § 227.3 requires that employers must pay employees for all unused
24 vacation at the time of termination of employment. Employees begin to accrue paid sick days at
25 a rate of not less than one hour for every thirty hours worked. Labor Code § 246(b)(1).

26 91. An employee is eligible for paid sick leave under Labor Code § 246(a)(1) if he or
27 she works in California for the same employer for at least thirty days within a year.

28 92. In the event of a violation of Labor Code § 246, the employee may be entitled to,

1 among other remedies, payment of the sick days that were unlawfully withheld, and an additional
2 sum in the form of an administrative penalty. Labor Code § 248.5(b)(1).

3 93. Plaintiff began working for Defendants in February 2019, so he was an eligible
4 employee under this Code section. Thus, Defendants were required to provide Plaintiff with one
5 hour of sick pay for every thirty hours he worked. However, Plaintiff neither received nor
6 accrued any sick pay during his employment with Defendants.

7 94. As such, Plaintiff's sick days were unlawfully withheld, and he is entitled to the
8 payment of the unlawfully withheld sick days, as well as statutory penalties.

9
10 **ELEVENTH CAUSE OF ACTION FOR FAILURE TO PAY ACCRUED SICK**
11 **LEAVE IN VIOLATION OF LABOR CODE § 246**

12 95. Plaintiff restates and incorporates each and every allegation of the foregoing
13 paragraphs as though fully set forth herein.

14 96. Labor Code § 246 requires that employees who, on or after July 1, 2015, work in
15 California for the same employer for 30 or more days within a year from the commencement of
16 employment are entitled to paid sick days. Such employees shall accrue paid sick days at the rate
17 of not less than one hour per every thirty hours worked, beginning at the commencement of
18 employment

19 97. Plaintiff was eligible to accrue and earn paid vacation time, and Defendants were
20 required to provide Plaintiff with one hour of sick pay for every thirty hours he worked.
21 However, Plaintiff neither received nor accrued any sick pay or vacation pay during his
22 employment with Defendants.

23 98. Plaintiff's vacation pay was unlawfully withheld, and he is entitled to the payment
24 of the unlawfully withheld vacation pay, as well as penalties pursuant to Labor Code § 248.5.

25
26 **TWELFTH CAUSE OF ACTION FOR FAILURE TO PAY ALL WAGES IN**
27 **VIOLATION OF LABOR CODE § 204**

28 99. Plaintiff restates and incorporates each and every allegation of the foregoing

1 paragraphs as though fully set forth herein.

2 100. The offer letter Plaintiff received from Defendants in or around February 2019
3 stated that Plaintiff's compensation would include a medical stipend of \$300 per month, which
4 Defendants should have begun paying Plaintiff in March or April 2019. Defendants failed to pay
5 Plaintiff this stipend until August 2020, and only after Plaintiff had been inquiring about it for
6 months.

7 101. For this reason, Plaintiff is entitled to payment of the stipend he should have been
8 receiving, but did not receive, from Defendant from March 2019 to July 2020, as well as penalties
9 pursuant to Labor Code § 210.

10
11 **THIRTEENTH CAUSE OF ACTION FOR UNLAWFUL BUSINESS PRACTICES, IN**
12 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**

13 102. Plaintiff restates and incorporates each and every allegation of the foregoing
14 paragraphs as though fully set forth herein.

15 103. Defendants' actions and conduct alleged herein constitute unlawful, unfair,
16 deceptive, and misleading business practices, prohibited by Business & Professions Code §§
17 17200 et seq.

18 104. Plaintiff is informed and believes, and thereon alleges, that Defendants utilized
19 improper, unlawful, and tortious means to unjustly enrich themselves, and to cause deliberate
20 injury to Plaintiff.

21 105. Among other things, Plaintiff seeks restitution and a return of all moneys obtained
22 by Defendants through their wrongful conduct.

23
24 **FOURTEENTH CAUSE OF ACTION FOR CIVIL PENALTIES PURSUANT TO**
25 **THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 – 2699.6)**

26 106. Plaintiff restates and incorporates by reference each and every allegation of the
27 foregoing paragraphs as though fully set forth herein.

28 107. Pursuant to Labor Code § 2699.3, Plaintiff provided notice to the Labor and

1 Workforce Development Agency (“LWDA”) and written notice by U.S. certified mail to
2 Defendants of the specific provisions of the Labor Code alleged to have been violated and the
3 facts and theories to support the alleged violations. These notices were sent on April 8, 2021.
4 The LWDA did not respond to the notice within sixty-five calendar days. Thus, under Labor
5 Code § 2699.3(a)(2)(A), Plaintiff is permitted to commence an action for civil penalties.

6 108. Defendants’ conduct as set forth herein has caused injury to Plaintiff and all those
7 employees similarly aggrieved and has violated various provisions of the Labor Code. As such,
8 Plaintiff brings this claim as a representative action on behalf of the State of California and those
9 similarly aggrieved.

10 109. Under Labor Code § 2699(f), there is established a civil penalty for these
11 violations, as follows: \$100 for each aggrieved employee per pay period for the initial violation
12 and \$200 for each aggrieved employee per pay period for each subsequent violation.

13 110. As alleged herein, Plaintiff and all those similarly situated seek, and Defendants
14 are liable for, penalties for the violations of Labor Code, including the following:

- 15 a) Violation of Labor Code §§ 510 and 1194 for failing to pay overtime
16 wages to Plaintiff and all similarly-aggrieved employees;
- 17 b) Violation of Labor Code §§ 226.7 and 512 for failure to provide Plaintiff
18 and all similarly aggrieved employees with meal periods;
- 19 c) Violation of Labor Code § 226.7 for failure to provide Plaintiff and all
20 similarly aggrieved employees with rest periods;
- 21 d) Violation of Labor Code § 201 for failure to provide Plaintiff and all
22 similarly aggrieved employees with all wages owed upon termination;
- 23 e) Violation of Labor Code § 226 for failure to provide Plaintiff and all
24 similarly aggrieved employees with accurate, itemized wage statements;
- 25 f) Violation of Labor Code §§ 6310, 6399.7, and 1102.5 for retaliating
26 against Plaintiff and all similarly aggrieved employees for reporting
27 Defendants’ unlawful activities;
- 28 g) Violation of Labor Code § 226 for failing to reimburse Plaintiff and all

1 similarly-situated employees for all business-related expenses;

2 h) Violation of Labor Code § 227.3 for failing to pay Plaintiff and all
3 similarly-situated employees all accrued vacation time;

4 111. Plaintiff is also entitled to seek on behalf of himself and all others similarly
5 situated, all reasonable attorneys' fees and costs of suit pursuant to Labor Code § 2699(g).

6 112. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff
7 has lost and will continue to lose income and benefits in an amount to be proven at trial. Plaintiff
8 claims such amount as general damages for mental and emotional distress, aggravation, and
9 physical harm, in an amount to be proven at trial, together with pre-judgment interest pursuant
10 to Civil Code § 3287 and any other provision of law providing for pre-judgment interest.

11
12 **WHEREFORE**, Plaintiff prays for judgment against Defendants and each of them as follows:

- 13 1. For general damages in an amount to be proven at trial
14 2. For special damages in an amount to be proven at trial
15 3. For punitive damages
16 4. For pre-judgment interest to the extent allowed by law
17 5. For costs of suit incurred herein
18 6. For attorneys' fees
19 7. For such other and further relief as the Court deems just and proper.

20
21 Dated: June 18, 2021

JAFARI LAW GROUP, INC.



David V. Jafari
Saul Acherman
Attorneys for Plaintiff
Andrew Blaiklock

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all issues so triable in the Complaint.

Dated: June 18, 2021

JAFARI LAW GROUP, INC.



David V. Jafari
Saul Acherman
Attorneys for Plaintiff
Andrew Blaiklock

VERIFICATION

I am a party to this action. I am authorized to make this verification for and on behalf of myself and make this verification for this reason.

I have examined the foregoing Complaint and know its contents.

The matters stated in the foregoing Complaint are true to my own knowledge, except as to the matters which are therein stated on information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at _____ Valley Center _____ (place), on _June 18, 2021___ (date).



Andrew Blaiklock
CLIENT