

CODY JAFFE (State Bar No. 215301)
LAW OFFICES OF CODY JAFFE
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 524-3268
Facsimile: (415) 941-5780
Email: cody@codyjaffelaw.com

Attorney for Plaintiff
JUSTIN WONG

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

11/08/2021
Clerk of the Court
BY: KAREN VALDES
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

JUSTIN WONG, an individual, on behalf of
himself, similarly-situated employees, and the
State of California,

Plaintiff,

vs.

CIRCLE MEDICAL TECHNOLOGIES, INC.,
a California corporation; and DOES 1-10,
inclusive,

Defendants.

Case No.: **CGC-21-596179**

COMPLAINT FOR DAMAGES

1. Retaliation (Labor Code §§98.6, 232 & 1102.5)
2. Wrongful termination in violation of public policy
3. Unpaid overtime (Labor Code §1194)
4. Failure to provide rest breaks (Labor Code §226.7)
5. Inaccurate itemized pay statements (Labor Code §226(e))
6. Waiting time penalties (Labor Code §§201, 203)
7. Failure to supply records in violation of Labor Code §§226(c), 432 & 1198.5
8. Private Attorneys General Act of 2004 (Labor Code §2698, et seq.)

DEMAND FOR JURY TRIAL

Plaintiff JUSTIN WONG ("Plaintiff"), for his Complaint for Damages against defendants CIRCLE MEDICAL TECHNOLOGIES, INC. ("Defendant") and DOES 1-10, states and alleges as follows:

INTRODUCTION

1. This action arises from Defendant's misclassification of Plaintiff as exempt from overtime and other California Labor Code protections and Defendant's unlawful discharge of Plaintiff in retaliation for objecting to such misclassification and for discussing his salary with a

1 co-worker.

2 **PARTIES, JURISDICTION AND VENUE**

3 2. Plaintiff is an individual who resides in the State of California.

4 3. Defendant is a Delaware corporation with its principal place of business in San
5 Francisco, California.

6 4. Defendant provides services and technology that connect patients with health care
7 services.

8 5. On information and belief, Defendant operates symbiotically with another
9 corporation known as Circle Medical Care of California, which is a direct provider of health care
10 services.

11 6. Defendant employed the individuals who perpetrated the misconduct complained
12 of herein, and their misconduct was committed in the course and scope of their employment for
13 Defendant.

14 7. DOES 1-10 are other individuals and/or entities who aided, participated in,
15 ratified, unjustly benefited from, or are otherwise responsible for the unlawful activities
16 complained of herein whose identities or complicity in any potential wrongdoing are presently
17 unknown to Plaintiff. One or more of DOES 1-10 are residents of California or California
18 businesses. Plaintiff will amend his complaint to allege the true names and capacities of DOES 1-
19 10 once they are ascertained. Plaintiff makes all of his allegations in this Complaint against
20 DOES 1-10; where such allegations are not made with personal knowledge as to DOES 1-10,
21 they are made upon information and belief.

22 8. At all relevant times, each defendant was an agent, principal, employee, employer,
23 or joint venturer of each of the remaining defendants and was at all times acting within the course
24 and scope of such agency, employment or joint venture, and/or each defendant has engaged in,
25 ratified, approved, benefited from, or authorized the acts of each of the remaining defendants with
26 full knowledge of said acts.

27 9. Venue is proper in this Court in that all of the acts complained of took place in the
28 County of San Francisco, California, where Plaintiff worked for Defendant and where Defendant

1 has its principal place of business.

2 **GENERAL FACTUAL ALLEGATIONS**

3 10. Defendant offered Plaintiff employment as a Front Desk Coordinator via a July 8,
4 2021 letter signed by Nicole L. Tsang, transmitted to Plaintiff through a personnel management
5 software tool called Rippling.

6 11. Plaintiff accepted the terms and began working for Defendant on July 9, 2021.

7 12. The salary Defendant initially offered Plaintiff was \$49,900 per year, and the
8 position was stated to be exempt from overtime and other wage/hour requirements.

9 13. Plaintiff's responsibilities consisted of "front desk" and "front of house" duties in
10 Defendant's San Francisco locations, primarily its Sutter Street location. This meant mainly
11 greeting anyone who entered, checking patients in and scanning their health insurance cards,
12 encouraging and assisting patients' use of Defendant's customer service app, and otherwise
13 directing visitors to the appropriate resources or personnel.

14 14. Plaintiff's offer letter stated he would be expected to work one Saturday per month
15 at Defendant's First Street location.

16 15. Plaintiff's supervisor was Clinic & Lab Manager Antonio R. Everett.

17 16. Plaintiff's stated schedule was Monday through Friday, 8 a.m. to 5 p.m., plus one
18 Saturday per month (later expanded to two Saturdays per month, as described below).

19 17. The office closed to the public from 12 to 1 p.m. to permit the staff to take a lunch
20 break. Front Desk Coordinators were not given the opportunity to take any other breaks during
21 their shift.

22 18. On Plaintiff's first day, Friday, July 9, Meta Koene (another Front Desk
23 Coordinator) gave him a laptop computer and Patrick Rolfsen assisted him in setting it up.

24 19. Other than those steps, and having Plaintiff shadow Ms. Koene as she went about
25 her work that day, Defendant was not proactive about orientating Plaintiff in his new position.

26 20. Among other omissions, nobody gave Plaintiff any sort of employee handbook or
27 directed his attention to any company policies; nobody told him he should not take his laptop
28 home; and nobody told him he should undertake any particular additional training. Plaintiff

1 found that he was the one who had to ask questions or otherwise try to figure out how things were
2 done at Defendant.

3 21. On Tuesday, July 13, 2021, Plaintiff contacted Mr. Everett to express concerns
4 that he was misclassified as exempt from “FLSA” requirements.

5 22. Mr. Everett stated he did not know anything about this topic and referred Plaintiff
6 to Mr. Everett’s supervisor, Dori Martini.

7 23. Plaintiff contacted Ms. Martini via SLACK (an electronic communication and
8 organizing platform for businesses) on July 13 and expressed the same concerns.

9 24. Ms. Martini replied the next day that Plaintiff had mistakenly received an old offer
10 letter template and that his salary should actually be \$54,080, which is the minimum annual salary
11 to potentially qualify as exempt under California law for an employer of less than 25 employees.

12 25. Plaintiff still had further questions and asked for a meeting with Ms. Martini and
13 Mr. Everett.

14 26. Ms. Martini and Mr. Everett scheduled that meeting (which took place by video
15 conference) for July 15, 2021 at 5 p.m.—after Plaintiff’s regular 8-hour shift.

16 27. During the July 15 meeting, several topics were covered, including: Plaintiff again
17 challenged his classification as exempt; there was discussion of a replacement offer letter; and
18 Plaintiff, who felt curiously unsupported by Defendant thus far, asked whether he would receive
19 any kind of job training, since he had received none, other than shadowing Ms. Koene on his first
20 day.

21 28. On the topic of training, Ms. Martini informed Plaintiff during this meeting that
22 there were online training modules on various subjects that Plaintiff would be expected to
23 complete. This was the first time anyone at Defendant had instructed him to complete specified
24 training modules.

25 29. Ms. Martini sent Plaintiff a summary of the July 15 meeting via SLACK later in
26 the evening on July 15.

27 30. This summary stated that Plaintiff had been sent a revised offer letter and claimed
28 that Plaintiff’s duties qualified for the administrative exemption from overtime and other

1 wage/hour requirements.

2 31. The summary also claimed that the original offer letter had erroneously only
3 required one Saturday per month of work, while the job actually required two Saturdays per
4 month.

5 32. The summary further stated that Mr. Everett would cover the front desk for four
6 hours of Plaintiff's shift on Friday, July 16, in order to give Plaintiff time to complete certain
7 training modules "while you are in the clinic tomorrow."

8 33. However, Mr. Everett did not cover the front desk at all during Plaintiff's shift on
9 July 16, so he had no opportunity to work on any of the training modules during his shift.

10 34. Throughout all oral and written discussions of completing online training modules,
11 still nobody advised Plaintiff that he was not supposed to bring his laptop home.

12 35. In fact, by failing to give Plaintiff time to take the training during his work day on
13 July 16, yet by requiring that he complete certain modules before his next shift on Monday, July
14 19, Defendant was implicitly insisting that Plaintiff do the training modules at home during the
15 weekend.

16 36. In addition, by requiring that Plaintiff work some Saturdays at a different location
17 from his weekday location, Defendant essentially compelled Plaintiff to take his laptop home
18 with him on Friday evenings, so that he could bring it with him to the other location when he was
19 assigned to work on a Saturday.

20 37. Dutifully, Plaintiff set out to complete at least some of the training modules from
21 home on Sunday, July 18.

22 38. However, Plaintiff found that he was unable to use the fingerprint login method he
23 normally used to access his laptop, and he could not recall his log-in password (since he had
24 never had to use it).

25 39. Plaintiff tried various ways to find or re-set the password, but he was stymied in
26 part because he did not know his work email password.

27 40. Plaintiff even logged into his work account with a vendor Defendant used called
28 1Password to try to find his work email password, but it was not stored there.

1 41. Among many other subjects about which Defendant had never educated Plaintiff
2 was whom to contact for I/T assistance.

3 42. Improvising, Plaintiff attempted to reach Mr. Everett and Ms. Martini by text
4 message to ask for assistance.

5 43. A couple of hours later, Mr. Everett casually replied by text message that this was
6 “a Monday issue.”

7 44. Unable to reach either manager right away, Plaintiff called Ms. Koene to ask if she
8 knew whom he should contact about getting help with I/T issues.

9 45. In the course of that conversation, Plaintiff informed Ms. Koene that he believed
10 his inability to log in might have something to do with Defendant having issued a replacement
11 offer letter to him with a corrected salary.

12 46. At the mention of the new offer letter, Ms. Koene asked Plaintiff what his new
13 salary was, and Plaintiff informed her it was \$54,080.

14 47. Ms. Koene expressed indignation that she was being paid well below that,
15 although she had started working at Defendant six months earlier than Plaintiff.

16 48. Ms. Koene stated an intention to contact Ms. Martini about the salary discrepancy.

17 49. Ms. Koene then advised Plaintiff to contact someone named “JS” about I/T issues.

18 50. Plaintiff attempted to email JS about re-setting his work email password so that he
19 could access it on his smart phone and complete the process of getting onto his laptop, but JS did
20 not respond.

21 51. Meanwhile, Ms. Koene did, in fact, contact Ms. Martini almost immediately after
22 she spoke to Mr. Wong, to complain that her salary was well below Mr. Wong’s (and though she
23 might not have been educated on the issue, her salary was below the minimum for an employer to
24 claim exempt status).

25 52. As a direct reaction to learning that Plaintiff had informed Ms. Koene about his
26 higher salary, Defendant decided Plaintiff was a troublemaker and to get rid of him.

27 53. Plaintiff had already repeatedly raised the issue of his own misclassification as
28 exempt, and now he had induced Ms. Koene to complain about her salary as well.

1 54. Defendant immediately took its first step in terminating Plaintiff by
2 administratively locking him entirely out of its network.

3 55. Early in the evening on July 18, 2021, Plaintiff found he was able to boot up his
4 laptop by factory re-setting it.

5 56. But Plaintiff still needed his user password—which he knew was stored in
6 1Password—to log in to Defendant’s network and access its online resources.

7 57. This time, when Plaintiff attempted to log in to 1Password, it informed him that
8 his account had been “suspended.” This was in contrast to earlier in the day (before his
9 conversation with Ms. Koene, and Ms. Koene’s conversation with Ms. Martini), when he was
10 able to log in to the same 1Password account.

11 58. Plaintiff emailed JS again to add that now he also needed help getting into
12 1Password, and he attached the “suspended account” message to his email.

13 59. Other than as described above, Plaintiff never received any replies or assistance
14 from Defendant’s personnel on July 18.

15 60. First thing upon arriving to work on Monday, July 19, 2021, Mr. Everett
16 summoned Plaintiff into a patient room where Mr. Rolfsen was also present.

17 61. Mr. Everett informed Plaintiff he was fired, effective immediately.

18 62. Shocked, Plaintiff asked why, and Mr. Everett replied that Plaintiff had violated
19 HIPAA and company policy by taking his laptop home, and that he had not completed the
20 training modules assigned to him.

21 63. Mr. Everett initially asserted that Plaintiff should have completed the training
22 modules by Tuesday, July 13.

23 64. When Plaintiff pointed out that no one had ever assigned training modules to him
24 until the meeting at the end of the day on July 15, Mr. Everett changed his position, saying
25 Plaintiff should have completed the modules over the weekend.

26 65. In this manner, Defendant revealed that it was imposing an absolute catch-22 on
27 Plaintiff: he was required to work at home over the weekend, but apparently without taking his
28 work laptop home.

1 66. At this point, sensing that raising the issue of his misclassification as exempt had
2 gotten him fired, Plaintiff asked again why Defendant had classified him as exempt.

3 67. Mr. Everett replied that Defendant had envisioned promoting Plaintiff to
4 management at some point.

5 68. Mr. Everett then asked Plaintiff to sign certain termination-related documents, but
6 Plaintiff refused to sign until he had a chance to allow someone else to review them with him.

7 69. At that point, Mr. Everett asked Plaintiff to leave the premises without the
8 documents.

9 70. Later on July 19, Plaintiff emailed Mr. Everett and Ms. Martini, asking them to
10 send him the termination paperwork, but they never responded or sent him the documents.

11 71. Also on July 19, Plaintiff received a text message from Ms. Koene stating that she
12 was not able to communicate any further with Plaintiff about the issue of her salary, and she
13 requested that Plaintiff not inform anyone about her communications with Plaintiff.

14 72. On August 21, 2021, Plaintiff's attorney issued a letter to Defendant that, among
15 other content, explicitly demanded copies of Defendant's personnel and payroll records regarding
16 Plaintiff, pursuant to Labor Code sections 226(c), 432, and 1198.5.

17 73. Defendant never acknowledged Plaintiff's demand for those records and never
18 provided the records demanded.

19 74. On September 7, 2021, on behalf of Plaintiff, Plaintiff's attorney filed a complaint
20 with the Labor and Workforce Development Agency ("LWDA") of various violations of the
21 California Labor Code committed by Defendant. The complaint stated an intention to pursue
22 relief via the Labor Code Private Attorneys General Act, Labor Code section 2698, et seq.
23 ("PAGA").

24 75. Also on September 7, 2021, Plaintiff's attorney issued a letter of notice of all the
25 same Labor Code violations to Defendant, which also stated an intention to pursue relief via
26 PAGA.

27 76. As of November 8, 2021, the LWDA still had not notified Plaintiff's attorney of
28 any intention to act directly on the Labor Code violations, thereby empowering Plaintiff to pursue

1 the matter privately in court.

2 **FIRST CAUSE OF ACTION**

3 **(Retaliation)**

4 77. Plaintiff realleges and incorporates by reference the allegations set forth in the
5 foregoing paragraphs of this Complaint.

6 78. Plaintiff engaged in the legally protected activities of protesting Defendant's
7 misclassification of Plaintiff as an exempt employee and discussing his salary with a co-worker.

8 79. As a direct result of those protected activities, and motivated by Plaintiff's
9 engagement in those protected activities, Defendant terminated Plaintiff's employment.

10 80. The reasons given by Defendant for dismissing Plaintiff are blatantly false and
11 pretextual in an effort to conceal its retaliatory motivation.

12 81. As for taking the work laptop home: (a) nobody at Defendant told Plaintiff he
13 could not or should not do so; (b) Defendant itself essentially placed Plaintiff in the position of
14 having to do so in order to finish the training modules outside his clinic hours, by both pressuring
15 Plaintiff to complete the modules and reneging on its promise to give Plaintiff time to do the
16 training during his shift; (c) just taking a work laptop home is not a HIPAA violation; (d)
17 Defendant's own scheduling of Plaintiff at one location on Mondays through Fridays and at
18 another location on Saturdays necessitated that he bring his work laptop home on Friday evenings
19 so that he would be able to bring it to his alternate worksite on Saturdays; and (e) other
20 employees of Defendant routinely took their work laptops home, but Plaintiff was the only one
21 singled out and fired for it.

22 82. As for not completing the training modules: (a) nobody at Defendant even
23 informed Plaintiff he was supposed to complete certain modules until the end of the day on
24 Thursday, July 15, 2021 (although at the termination meeting, Mr. Everett fumblingly initially
25 tried to hold Plaintiff accountable for not having them completed two days before that); (b) after
26 breaking its promise to give Plaintiff four hours during his shift to complete training modules on
27 Friday, July 16, Defendant effectively gave Plaintiff only a single weekend to complete them, yet
28 also asserts that taking his laptop home was a terminable offense; and (c) Plaintiff spent hours on

1 July 18 trying to log in to his laptop and obtain assistance from other managers and staff members
2 of Defendant in order to complete the training modules, ultimately without receiving any
3 assistance—except being told by Mr. Everett that the problem could wait until Monday.

4 83. There is no doubt that management and I/T got word of the logging-in issue and
5 were available to help because: (a) Mr. Everett replied to Plaintiff on Sunday afternoon that this
6 was “a Monday issue,” indicating one of two things: (1) there was actually no particular urgency
7 to Plaintiff completing the training modules over the weekend, or (2) Defendant had by then
8 already decided to fire Plaintiff, but obviously not because he had not completed the training
9 modules, since he still could have done so on Sunday with just a little technical assistance; (b)
10 Ms. Martini was working on that Sunday, as she spoke to Ms. Koene about being paid
11 substantially less than Plaintiff and then set the wheels in motion for firing Plaintiff; and (c)
12 Defendant made the decision to fire Plaintiff on Sunday afternoon and took immediate action to
13 administratively lock him out of its network, in response to what Plaintiff had told Ms. Koene and
14 Ms. Koene’s resulting demand to be paid properly.

15 84. Thus, in all these ways, Defendant prevented Plaintiff from completing any
16 training modules, which demonstrates that Defendant had decided as of early Sunday afternoon to
17 fire Plaintiff in retaliation for his protected activities and therefore, Defendant no longer needed
18 or desired to allow Plaintiff access to its network for training or any other purposes.

19 85. Defendant’s retaliatory motivation was further demonstrated when, on July 19,
20 2021, Defendant threatened Ms. Koene against having any further contact with Plaintiff.

21 86. Defendant’s retaliatory termination of Plaintiff’s employment was in violation of
22 Labor Code sections 98.6, 232 and 1102.5.

23 87. As a consequence of Defendant’s unlawful retaliation, Defendant is subject to
24 statutory penalties of \$10,000. See Labor Code sections 98.6(b)(3) and 1102.5(f).

25 88. As a direct result of Defendant’s retaliatory termination of Plaintiff’s employment,
26 Plaintiff suffered lost income damages and severe emotional pain and suffering, including shock,
27 humiliation, stress, anxiety, and fear.

28 89. As Defendant’s unlawful actions were despicable, intended to cause Plaintiff

1 harm, and were consciously in violation of his rights, they were by definition malicious and
2 oppressive. As such, Defendant is liable for punitive damages under Civil Code section 3294.

3 90. Pursuant to Labor Code section 1102.5(j), Plaintiff is entitled to an award of
4 reasonable attorney's fees.

5 **SECOND CAUSE OF ACTION**

6 **(Wrongful Termination in Violation of Public Policy)**

7 91. Plaintiff realleges and incorporates by reference the allegations set forth in the
8 foregoing paragraphs of this Complaint.

9 92. Defendant's retaliatory termination of Plaintiff's employment violated the public
10 policies against retaliation for complaining about Labor Code violations and discussing
11 compensation with co-workers embodied in Labor Code sections 98.6, 232 and 1102.5.

12 93. As a direct result of Defendant's wrongful termination of Plaintiff's employment,
13 Plaintiff suffered lost income damages and severe emotional pain and suffering, including shock,
14 humiliation, stress, anxiety, and fear.

15 94. As Defendant's wrongful actions were despicable, intended to cause Plaintiff
16 harm, and were consciously in violation of his rights, they were by definition malicious and
17 oppressive. As such, Defendant is liable for punitive damages under Civil Code section 3294.

18 **THIRD CAUSE OF ACTION**

19 **(Unpaid Overtime)**

20 95. Plaintiff realleges and incorporates by reference the allegations set forth in the
21 foregoing paragraphs of this Complaint.

22 96. The duties Plaintiff was assigned as Front Desk Coordinator do not qualify for any
23 exemption from overtime and other wage/hour requirements under the California Labor Code and
24 related Industrial Welfare Commission Minimum Wage Orders.

25 97. Defendant itself apparently knows this fact, as it had formerly classified Front
26 Desk Coordinators as non-exempt, but changed that practice to save some money.

27 98. Purportedly planning to promote an employee to management in the future is no
28 defense for misclassifying him in his existing role.

99. Plaintiff was required to work more than 8 hours on July 15, 2021, when his approximately one-hour meeting with Mr. Everett and Ms. Martini took place after his regular 8-hour day, and he was compelled to work several hours on July 18, 2021 attempting to fulfill Defendant's direction that he complete certain training modules over the weekend, all of which hours were in excess of Plaintiff's regular 40-hour work week.

100. By law, Plaintiff was entitled to receive one-and-a-half times his regular rate of pay for all hours worked in excess of 8 hours on a given workday and in excess of 40 hours in a given workweek. See Labor Code section 510.

101. Plaintiff did not receive such overtime compensation from Defendant, but instead received only his base salary as compensation for all hours he worked.

102. Defendant is required to pay Plaintiff for all such unpaid overtime worked at the applicable overtime rate of pay, plus interest, pursuant to Labor Code section 1194.

103. Pursuant to Labor Code sections 218.5 and 1194, Plaintiff is entitled to an award of reasonable attorney's fees.

FOURTH CAUSE OF ACTION

(Missed Rest Breaks)

104. Plaintiff realleges and incorporates by reference the allegations set forth in the foregoing paragraphs of this Complaint.

105. Non-exempt employees are entitled to one uninterrupted rest period of ten minutes for every four hours worked or major fraction thereof.

106. When an employer fails to provide such a break to an employee on any given workday, it must pay an extra hour of pay at the employee's regular rate. See Labor Code section 226.7.

107. Defendant routinely failed to provide its Front Desk Coordinators, including Plaintiff, a rest break either in the morning or the afternoon.

108. Defendant also did not pay Plaintiff or its other Front Desk Coordinators an extra hour of compensation for each day it failed to provide them a rest break.

109. Defendant now owes Plaintiff those extra hours of compensation, plus interest, for

1 each day it failed to provide him a rest break.

2 **FIFTH CAUSE OF ACTION**

3 **(Inaccurate Itemized Pay Statement)**

4 110. Plaintiff realleges and incorporates by reference the allegations set forth in the
5 foregoing paragraphs of this Complaint.

6 111. Labor Code section 226(a) provides that an employer must supply to each
7 employee a pay statement with each wage payment that includes, among other information, total
8 hours worked by the employee, gross and net pay, and all applicable hourly rates in effect during
9 the pay period and the corresponding number of hours worked at each hourly rate.

10 112. As a result of misclassifying Plaintiff and failing to pay him premium pay for
11 missed rest periods and overtime for all applicable hours worked, Defendant issued an inaccurate
12 pay statement to Plaintiff at the time of paying his final wages.

13 113. As a consequence of this pay statement violation, Defendant owes Plaintiff \$50 in
14 damages. See Labor Code section 226(e).

15 114. Pursuant to Labor Code section 226(e), Plaintiff is entitled to an award of
16 reasonable attorney's fees.

17 **SIXTH CAUSE OF ACTION**

18 **(Failure to Pay Final Wages at Termination)**

19 115. Plaintiff realleges and incorporates by reference the allegations set forth in the
20 foregoing paragraphs of this Complaint.

21 116. Labor Code section 201(a) requires that all wages owed by an employer be paid on
22 the day of termination if the employer initiates the termination.

23 117. Labor Code section 203(a) provides that the employee is entitled to an extra day's
24 pay for every day the employer willfully withholds any of the wages owed, up to a maximum of
25 30 days.

26 118. Defendant involuntarily terminated Plaintiff's employment on July 19, 2021 but
27 failed to pay Plaintiff all wages owed, and it still has not paid those wages.

28 119. Defendant's failure to pay those wages was "willful" within the meaning of Labor

1 Code Section 203.

2 120. Accordingly, Defendant owes Plaintiff the full 30 days of wage continuation
3 penalties at \$208 per day, amounting to \$6,240.

4 **SEVENTH CAUSE OF ACTION**

5 **(Failure to Supply Records in Violation of Labor Code §§ 226(c), 432 & 1198.5)**

6 121. Plaintiff realleges and incorporates by reference the allegations set forth in the
7 foregoing paragraphs of this Complaint.

8 122. As of November 8, 2021, Defendant still has not produced any of the personnel,
9 payroll, and signed documents Plaintiff's attorney demanded in his August 21, 2021 letter to
10 Defendant.

11 123. Moreover, on July 19, 2021, Plaintiff himself directly requested copies of the
12 termination documents Mr. Everett presented to him for signature during the termination meeting.
13 Notwithstanding Plaintiff's refusal to sign them, he was still entitled to receive copies of those
14 records pursuant to California Labor Code section 1198.5.

15 124. Defendant's failure to supply copies of Plaintiff's personnel records within 30 days
16 after Plaintiff's and his attorney's demand for them violated Labor Code section 1198.5(b)(1).

17 125. Defendant's failure to supply copies of documents Plaintiff had signed in
18 connection with his employment after Plaintiff's attorney's demand for them violated Labor Code
19 section 432.

20 126. Defendant's failure to supply copies of Plaintiff's payroll records within 21 days
21 after Plaintiff's attorney's demand for them violated Labor Code section 226(c).

22 127. Plaintiff is entitled to recover \$750.00 from Defendant as a penalty for its violation
23 of Labor Code section 226(c), pursuant to Labor Code section 226(f).

24 128. Plaintiff is entitled to recover \$750.00 from Defendant as a penalty for its violation
25 of Labor Code section 1198.5, pursuant to Labor Code section 1198.5(k).

26 129. Pursuant to Labor Code sections 226(h) and 1198.5(l), Plaintiff is entitled to an
27 award of reasonable attorney's fees.

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **(PAGA)**

3 130. Plaintiff realleges and incorporates by reference the allegations set forth in the
4 foregoing paragraphs of this Complaint.

5 131. In addition to all other available remedies, pursuant to Labor Code section 2699,
6 Plaintiff is authorized to pursue civil penalties on behalf of himself and all other similarly-situated
7 employees for Defendant's myriad Labor Code violations, including:

8 (a) retaliatory dismissal of Plaintiff (Labor Code sections 98.6, 232 and
9 1102.5);

10 (b) failure to pay overtime wages to Front Desk Coordinators. The Front Desk
11 Coordinators routinely hold a conference call before the beginning of their 8-to-5 shift, and they
12 are all working some Saturdays, so there is clearly overtime being worked on a daily and weekly
13 basis;

14 (c) failure to provide Front Desk Coordinators a rest break either in the
15 morning or the afternoon, and failure to pay an hour of premium compensation for each day they
16 are denied a rest break;

17 (d) due to the misclassification of Front Desk Coordinators and failure to pay
18 overtime and rest break premiums, the pay statements being supplied to each of them fail to
19 contain information required to be included for non-exempt employees;

20 (e) due to the misclassification of Front Desk Coordinators and failure to pay
21 overtime and rest break premiums, Defendant failed to pay Front Desk Coordinators whose
22 employment had ended all wages owed at the time of termination; and

23 (f) failure to supply records to Plaintiff in violation of Labor Code sections
24 226(c), 432 & 1198.5.

25 132. In the foregoing respects, every day, every week, and every pay period, Defendant
26 is and has been committing separate violations of the Labor Code and IWC Wage Orders flowing
27 from the misclassification of, and the practices and conditions of employment being uniformly
28 imposed on, Front Desk Coordinators.

133. As a private attorney general under PAGA, on behalf of himself, other similarly-situated employees, and the State of California, Plaintiff now seeks all available civil penalties for the above violations.

134. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees.

PRAAYER

WHEREFORE, Plaintiff respectfully prays for relief as follows:

1. Compensatory damages on the first and second causes of action, including both general and special damages;
2. Punitive damages on the first and second causes of action;
3. Maximum statutory penalties under Labor Code sections 98.6(b)(3) and 1102.5(f);
4. Unpaid overtime wages;
5. Unpaid premium compensation for missed rest breaks;
6. Maximum statutory damages for inaccurate itemized pay statements;
7. Maximum waiting time penalties;
8. Maximum civil penalties recoverable under Labor Code sections 226(f) and 1198.5(k);
9. Maximum civil penalties recoverable under PAGA;
10. Prejudgment interest;
11. Costs of suit incurred;
12. Reasonable attorneys' fees pursuant to statute; and
13. Such other relief as the Court may deem just and proper.

DATED: November 8, 2021

Respectfully submitted,

LAW OFFICES OF CODY JAFFE

By: /s/ Cody Jaffe

Attorney for Plaintiff
JUSTIN WONG

DEMAND FOR JURY TRIAL

Plaintiff Justin Wong hereby demands a jury trial to adjudicate the foregoing causes of action and issues.

DATED: November 8, 2021

Respectfully submitted,

LAW OFFICES OF CODY JAFFE

By: /s/ Cody Jaffe

Attorney for Plaintiff
JUSTIN WONG