

1 **MESSRELIAN LAW INC.**

2 Harout Messrelian (SB# 272020)

3 hm@messrelianlaw.com

4 Maralle Messrelian, Of Counsel (SB#316974)

5 maralle@messrelianlaw.com

6 500 N. Central Ave., Suite 840

7 Glendale, California 91203

8 Telephone: (818) 484-6531

9 Facsimile: (818) 956-1983

10 Attorneys for Plaintiff Hellen Morazan

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SANTA CLARA**

13 HELLEN MORAZAN,

14 Plaintiff,

15 vs.

16 SLINGSHOT CONNECTIONS, LLC; and
17 DOES 1 to 25, inclusive

18 Defendants.

CASE NO.: **22CV399337**

COMPLAINT FOR DAMAGES FOR:

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

DEMAND FOR JURY TRIAL

E-FILED
6/17/2022 8:55 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
22CV399337
Reviewed By: R. Walker

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

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
5 County of Santa Clara in this judicial district because Defendants SLINGSHOT
6 CONNECTIONS, LLC, and DOES 1 to 25, inclusive do business in the County of Santa Clara
7 and because Defendants’ obligations and liabilities arise therein, and because the work that was
8 performed by Plaintiff in the County of Santa Clara is the subject of this action. Moreover,
9 Plaintiff’s damages sought herein exceed \$25,000.

10 2. Plaintiff is a female resident of the County of Santa Clara, State of California.

11 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
12 SLINGSHOT CONNECTIONS, LLC (hereinafter “SLINGSHOT”) is and was a California
13 limited liability company, doing business in Santa Clara County, and which employed Plaintiff.

14 4. The “aggrieved employees” are all current and former employees, including all hourly,
15 non-exempt employees who worked for SLINGSHOT at various different locations in the state
16 of California during the relevant time period pursuant to California Labor Code section 2698, et.
17 seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

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

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

GENERAL ALLEGATIONS

7. Plaintiff started working for SLINGSHOT at Stanford University in or around May 2021. Her latest job title was “Kitchen preparer” and her last rate of pay was \$20.00 per hour. At all times relevant, Plaintiff was classified as an hourly, non-exempt employee.

8. It is Plaintiff’s position that SLINGSHOT has violated numerous Labor Code Sections against Plaintiff and other similarly situated aggrieved employees.

9. SLINGSHOT did not provide Plaintiff and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not compensate him and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because Plaintiff is currently owed wages for hours worked that she has not been paid. In fact, Plaintiff has brought up the fact that she is owed wages for hours worked for which she has not been paid at all and the company still has not rectified the issue. Moreover, since there was no formal timekeeping system, Plaintiff and others were not paid for all hours worked since the company also had a policy of rounding down work hours to the detriment of employees, which results in “time shaving” and employees such as Plaintiff not being paid for all hours worked, akin to a minimum wage violation. Furthermore, and to the extent that Plaintiff and others worked through their meal periods, that would akin to a minimum wage violation in contravention of California law. Moreover, and pursuant to Industrial Welfare Commission Wage Order nos. 4/5-2001, Section 9(B), Plaintiff was required to provide her own hand tools to effectuate her job duties as a kitchen preparer, which included knives and knife sharpeners. Despite the latter, Plaintiff and others were not compensated at twice the minimum wage (she only received \$20.00 per hour) in contravention of California law and the IWC Wage Order.

10. Due to the above, including the “off the clock” work, SLINGSHOT also violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. This is so because the “off the clock” work and hours mentioned above were not factored into Plaintiff’s and others’ regular hours, which would have essentially resulted in overtime hours worked. Furthermore, any incentive payments or bonus

1 payments were not included in Plaintiff's and other employees' regular rate of pay for purposes
2 of calculating the correct overtime rate of pay. As such, it was not company policy to pay
3 accurate overtime compensation for overtime hours worked.

4 11. SLINGSHOT violated Labor Code §§ 512 and 226.7 along with the applicable Industrial
5 Welfare Commission Wage Order (nos. 4/5) because it failed to provide Plaintiff and other
6 similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for
7 every five (5) hours of work throughout their employment, and Plaintiff did not validly waive
8 said meal periods. SLINGSHOT did not completely relieve our clients of all duties during said
9 meal periods. SLINGSHOT did not pay to Plaintiff one additional hour of pay at our client's
10 regular rate of compensation for each workday that one or more statutory meal periods was not
11 provided. There were instances wherein Plaintiff and other aggrieved employees would not
12 receive timely, uninterrupted meal periods BEFORE the 5th hour worked and wherein they were
13 relieved of all work duties. As such, the culture at SLINGSHOT did not lend itself to the
14 employees always and consistently receiving statutory breaks wherein they were relieved of all
15 work duties.

16 12. Similarly, SLINGSHOT violated Labor Code § 226.7 along with the applicable Industrial
17 Welfare Commission Wage Order (nos. 4/5) because it failed to provide Plaintiff and other
18 similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or
19 majority portion thereof, throughout their employment. SLINGSHOT did not completely relieve
20 Plaintiff of all duty during said rest periods. SLINGSHOT did not pay to Plaintiff one additional
21 hour of pay at our client's regular rate of compensation for each workday that one or more
22 statutory rest periods was not provided. Like the situation involving meal breaks, it was not
23 company policy and not part of the company culture for employees such as Plaintiff and others
24 to always and consistently take two timely and uninterrupted rest breaks per shift (every 4 hours
25 worked).

26 13. Furthermore, during the relevant time period, and due to the violations as alleged above,
27 and the fact that Plaintiff and others were consistently not paid for all hours worked or paid late
28 for all hours worked (they were paid weekly on Fridays), SLINGSHOT failed to pay Plaintiff
and other similarly situated aggrieved employees all wages due to them within any time period

1 specified by California Labor Code section 204. SLINGSHOT was also in violation of California
2 Labor Code section 226(a) by failing to include pertinent information on the wage statements,
3 including but not limited to, all hours worked, all hourly rates in effect, overtime hours worked,
4 gross wages earned, premium pay for missed meal and rest breaks, all deductions, net wages
5 earned, gross wages earned, all deductions, the correct name and address of the employing entity,
6 the start and end of the pay period, and reimbursement for business expenses, among others. As
7 such, SLINGSHOT did not provide Plaintiff and other similarly situated aggrieved employees
8 with complete, accurate itemized wage statements during the PAGA period. In fact, Plaintiff has
9 never seen a single pay stub throughout her employment tenure at SLINGSHOT despite asking
10 numerous times for her paystubs. The latter is a facial violation of Labor Code section 226 in
11 that employees must be given access to pay stubs so they can review their hours and pay.

12 14. SLINGSHOT violated Labor Code § 203 because it willfully failed to pay other similarly
13 situated aggrieved employees their earned and due wages upon separation of employment, either
14 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
15 unpaid wages include compensation for all hours worked, overtime compensation, premium pay
16 for missed meal and rest breaks, and business expense reimbursement, among others.

17 15. During the relevant time period, SLINGSHOT also failed to keep accurate and complete
18 payroll records showing the accurate hours worked by Plaintiff (especially since there was no
19 formal timekeeping system) and other similarly situated aggrieved employees as well as the
20 correct wages paid to Plaintiff and other aggrieved employees pursuant to California Labor Code
21 sections 1174(d).

22 16. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related
23 expenses and costs that were not reimbursed by SLINGSHOT. These costs include, but are not
24 limited to, use of personal cell phones for work purposes and knives and knife sharpeners, among
25 other tools. Accordingly, SLINGSHOT was in violation of California Labor Code sections 2800
26 and 2802.

27 17. Moreover, SLINGSHOT failed to provide rest break facility/seating for its employees,
28 including Plaintiff pursuant to Wage Order nos. 4/5, sections 13 and 14.

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1 **FIRST CAUSE OF ACTION**

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

3 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**
4 **Regulations Title 8 Section 1140/11050, and California Labor Code Section 1198)**
5 **(Plaintiff against all Named Defendants and all DOE Defendants)**

6 18. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 17, inclusive, of this Complaint as though fully set forth herein.

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

12 20. For the three (3) years preceding filing of this action, Defendants failed to compensate
13 Plaintiff for all hours worked.

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

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

20 23. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
21 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled
22 to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable
23 attorney's fees and costs of suit.

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

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1 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PAY OVERTIME**

7 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**
8 **Regulations Title 8 Section 11040/11050)**
9 **(Plaintiff against all Named Defendants and all DOE Defendants)**

10 32. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 31, inclusive, of this Complaint as though fully set forth herein.

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

18 34. Plaintiff was a non-exempt employee entitled to the protections of the California
19 Industrial Welfare Commission Order Nos. 4/5-2001, California Code of Regulations,
20 Title 8, Section 11040/11050.

21 35. Plaintiff worked more than eight (8) hours or twelve (12) hours in a single workday or
22 forty (40) hours in a single workweek on numerous occasions.

23 36. Plaintiff was entitled to the above overtime premiums.

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

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

39. Plaintiff worked at least one pay period in which she was not properly paid overtime

1 within the three (3) years prior to the initiation of this lawsuit.

2 40. Defendants know or should know the actual dates of overtime worked, the amount of
3 overtime worked, and the amount of unpaid overtime due.

4 41. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
5 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
6 Court.

7 42. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
8 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the
9 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
10 reasonable attorney's fees and costs of suit.

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

14 **FOURTH CAUSE OF ACTION**

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

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

17 **(Plaintiff against all Named Defendants and all DOE Defendants)**

18 44. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 43, inclusive, of this Complaint as though fully set forth herein.

20 45. Pursuant to California Labor Code Section 226, every employer must furnish each
21 employee an itemized statement of wages and deductions at the time of payment of wages.

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

28 47. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation

1 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
2 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
3 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
4 the 3-year period immediately preceding the date this lawsuit was filed.

5 48. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
6 sustained damages, including loss of earnings, in an amount to be established at trial. As a
7 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
8 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
9 and attorney's fees pursuant to statute.

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

13 **FIFTH CAUSE OF ACTION**

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

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

16 **(Plaintiff against all Named Defendants and all DOE Defendants)**

17 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

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

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

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

27 54. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
28 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
amount of unpaid wages is not presently known to Plaintiff but can be determined directly from

1 Defendants' records or indirectly based on information from Defendants' records.

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

5 **SIXTH CAUSE OF ACTION**

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

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

8 **(Plaintiff against all Named Defendants and all DOE Defendants)**

9 56. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 55, inclusive, of this Complaint as though fully set forth herein.

11 57. Pursuant to California Labor Code Section 201(a), an employer who discharges an
12 employee must immediately pay for all compensation due and owing.

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

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

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

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

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

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

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against All Named Defendants and all DOE Defendants)

64. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

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

- a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not

provided.

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

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

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

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

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all Named Defendants and all DOE Defendants)

70. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

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

- a. California Labor Code section 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;
- b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal

period is not provided;

- c. California Industrial Welfare Commission Order Nos. 4/5 section 11(B), as codified under Title 8 of the California Code of Regulations Section 11040/11050, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- d. California Industrial Welfare Commission Wage Order Nos. 4/5 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11040/11050, which requires an employer to maintain records documenting its employees' meal periods;
- e. California Industrial Welfare Commission wage order Nos. 4/5 Section 20(A), as codified under California Code of Regulations Section 11040/11050, which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order Nos. 4/5) as enforceable law.

72. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order Nos. 4/5, as codified under California Code of Regulations Section 11040/11050 *et. seq.* requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040/11050 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each

1 work day that the meal period is not given.

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

6 74. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
7 fees as well as interest under Labor Code section 218.6.

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

11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

13 **(Plaintiff against all Named Defendants and DOE Defendants)**

14 76. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

16 77. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
17 employee for all necessary expenditures or losses incurred by the employee in direct
18 consequence of the discharge of his or her duties."

19 78. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
20 her duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
21 of completing her job duties, which were not reimbursed by Defendants. These expenses include,
22 but are not limited to, use of personal cell phones for work purposes and knives and knife
23 sharpeners, among other tools.

24 79. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
25 and attorney's fees and costs, under Labor Code section 2802.

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1 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
2 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

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

7 88. California Labor Code section 2699 et seq. imposes penalties upon culpable
8 Defendants for violating the Labor Code.

9 89. California Labor Code section 558 establishes a civil penalty as follows: Any
10 employer or other person action on behalf of an employer who violates, or causes to be
11 violated, a section of this chapter or any provision regulating hours and days of work in any
12 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
13 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
14 dollars (\$50) for each underpaid employee for each pay period for which the employee was
15 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
16 employee for each pay period for which the employee was underpaid ...;

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

22 91. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
23 the following:

24 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210,
25 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802 and any other
26 Labor Codes/Industrial Welfare Commission Order (Nos. 4/5) violated based on the facts
27 alleged in this Complaint.

28 92. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's

1 fees, costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
2 employees as alleged herein in an amount to be shown according to proof at trial and within the
3 jurisdictional limits of this Court.

4 **ELEVENTH CAUSE OF ACTION**

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

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

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

8 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

10 94. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
11 constitutes unfair and unlawful business practices under California Business and
12 Professions Code Section 17200, et seq.

13 95. Defendant's violations of California labor laws and the Labor Code, as alleged
14 above constitutes a business practice because it was done repeatedly over a significant period
15 of time in a systematic manner that was detrimental to Plaintiff and other similarly situated
16 aggrieved employees.

17 96. For the four years preceding the filing of this action, Plaintiff has suffered
18 damages and request damages and/or restitution of all monies and profits to be disgorged from
19 Defendant in an amount according to proof at time of trial, but in excess of the jurisdiction of
20 this Court.

21 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
22 follows:

- 23 1. For compensatory damages including lost past and future wages, regular wages,
24 overtime, and all other sums of money, including employment benefits, together with
25 interest on said amounts, and any other economic injury to Plaintiff, according to proof;
- 26 2. For special and consequential damages to Plaintiff in an amount subject to proof at
27 trial;
- 28 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
at trial;

4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
6. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount subject to proof at trial;
7. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
10. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;
11. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of attorney's fees, costs, interest, and penalties according to proof to the extent permitted by law;
12. For restitution and/or damages for all amounts unlawfully withheld from the wages of Plaintiff, as may be proven;
13. For the imposition of civil penalties and/or statutory penalties;
14. For all interest as allowed by law;
15. For all costs and disbursements incurred in this suit;
16. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, the California Labor Code; and/or other applicable laws; and

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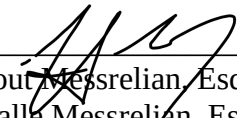
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1 17. For such other and further relief as this Court may deem proper.

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3 DATED: June 17, 2022

MESSRELIAN LAW INC.

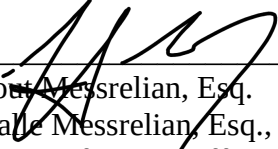
4 By 
5 Harout Messrelian, Esq.
6 Maralle Messrelian, Esq., *Of Counsel*
7 Attorneys for Plaintiff Hellen Morazan

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9
10 **DEMAND FOR JURY TRIAL**

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

12
13 DATED: June 17, 2022

MESSRELIAN LAW INC.

14 By 
15 Harout Messrelian, Esq.
16 Maralle Messrelian, Esq., *Of Counsel*
17 Attorneys for Plaintiff Hellen Morazan
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