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9 CARRIE LAMBERT individually, and on
10 behalf of all others similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 CARRIE LAMBERT, an individual, and on
14 behalf of herself and all others similarly
15 situated

16 Plaintiff,

17 vs.

18 DUAL DIAGNOSIS TREATMENT
19 CENTER, INC., a California corporation;
20 SHREYA HEALTH OF CALIFORNIA,
21 INC., a California corporation; SATYA
22 HEALTH OF CALIFORNIA, INC., a
23 California corporation; SOVEREIGN ASSET
24 MANAGEMENT, INC., a California
25 corporation; ATHENA HEALTHCARE,
26 INC., a California corporation; ADEONA
27 HEALTHCARE, INC., a California
28 corporation; TONMOY SHARMA, an
individual; and DOES 1 through 50, inclusive,

Defendants.

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

APR 06 2016

Sherri R. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy

CASE NO.: **BC 6 1 6 1 4 9**

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

1 Plaintiff CARRIE LAMBERT ("PLAINTIFF") an individual, demanding a jury trial, on
2 behalf of herself and all other persons similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a resident of the State of California, and Defendants DUAL DIAGNOSIS
6 TREATMENT CENTER, INC., a California corporation; SHREYA HEALTH OF
7 CALIFORNIA, INC., a California corporation; SATYA HEALTH OF CALIFORNIA, INC., a
8 California corporation; SOVEREIGN ASSET MANAGEMENT, INC., a California corporation;
9 ATHENA HEALTHCARE, INC., a California corporation; ADEONA HEALTHCARE, INC., a
10 California corporation; TONMOY SHARMA ("SHARMA"), an individual; and DOES 1
11 through 50, inclusive (collectively, "DEFENDANTS"), are qualified to do business in California
12 and regularly conduct business in California. Further, no federal question is at issue because the
13 claims are based solely on California law.

14 2. Venue is proper in this judicial district and the County of Los Angeles, California
15 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
16 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact
17 business in the County of Los Angeles, and because DEFENDANTS' illegal payroll policies and
18 practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and
19 other persons similarly situated, in the County of Los Angeles.

20 **PLAINTIFF**

21 3. PLAINTIFF is a female resident and citizen of the State of California and a former
22 employee of DEFENDANTS at times material to this Complaint.

23 4. PLAINTIFF, on behalf of herself and all other similarly situated current and
24 former non-exempt employees of DEFENDANTS in the State of California at any time during
25 the four years preceding the filing of this action, and continuing while this action is pending,
26 brings this class action to recover, among other things, wages and penalties from unpaid wages
27 earned and due, including but not limited to unpaid minimum wages, unpaid and illegally
28 calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages

1 due to discharged and quitting employees, failure to indemnify employees for necessary
2 expenditures and/or losses incurred in discharging their duties, failure to provide accurate
3 itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs,
4 and expenses.

5 5. PLAINTIFF brings this action on behalf of herself and the following similarly
6 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
7 employees of DEFENDANTS in the State of California at any time within the period
8 beginning four (4) years prior to the filing of this action and ending at the time this action
9 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
10 to name additional class representatives.

11 DEFENDANTS

12 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
13 DUAL DIAGNOSIS CENTER, INC. is, and at all times relevant hereto was, a California
14 corporation organized and existing under the laws of the State of California. PLAINTIFF is
15 further informed and believes, and thereon alleges, that DEFENDANT DUAL DIAGNOSIS
16 CENTER, INC. is authorized to conduct business in the State of California and does conduct
17 business in the State of California. Specifically, DEFENDANT DUAL DIAGNOSIS CENTER,
18 INC. maintains offices and facilities and conducts business in, and engages in illegal payroll
19 practices or policies in, the County of Los Angeles, State of California.

20 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
21 SHREYA HEALTH OF CALIFORNIA, INC. is, and at all times relevant hereto was, a
22 California corporation organized and existing under the laws of the State of California.
23 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT SHREYA
24 HEALTH OF CALIFORNIA, INC. is authorized to conduct business in the State of California
25 and does conduct business in the State of California. Specifically, DEFENDANT SHREYA
26 HEALTH OF CALIFORNIA, INC. maintains offices and facilities and conducts business in, and
27 engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

28 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT

1 SATYA HEALTH OF CALIFORNIA, INC. is, and at all times relevant hereto was, a California
2 corporation organized and existing under the laws of the State of California. PLAINTIFF is
3 further informed and believes, and thereon alleges, that DEFENDANT SATYA HEALTH OF
4 CALIFORNIA, INC. is authorized to conduct business in the State of California and does
5 conduct business in the State of California. Specifically, DEFENDANT SATYA HEALTH OF
6 CALIFORNIA, INC. maintains offices and facilities and conducts business in, and engages in
7 illegal payroll practices or policies in, the County of Los Angeles, State of California.

8 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
9 SOVEREIGN ASSET MANAGEMENT, INC. is, and at all times relevant hereto was, a
10 California corporation organized and existing under the laws of the State of California.
11 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT
12 SOVEREIGN ASSET MANAGEMENT, INC. is authorized to conduct business in the State of
13 California and does conduct business in the State of California. Specifically, DEFENDANT
14 SOVEREIGN ASSET MANAGEMENT, INC. maintains offices and facilities and conducts
15 business in, and engages in illegal payroll practices or policies in, the County of Los Angeles,
16 State of California.

17 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
18 ATHENA HEALTHCARE, INC. is, and at all times relevant hereto was, a California corporation
19 organized and existing under the laws of the State of California. PLAINTIFF is further informed
20 and believes, and thereon alleges, that DEFENDANT ATHENA HEALTHCARE, INC. is
21 authorized to conduct business in the State of California and does conduct business in the State of
22 California. Specifically, DEFENDANT ATHENA HEALTHCARE, INC. maintains offices and
23 facilities and conducts business in, and engages in illegal payroll practices or policies in, the
24 County of Los Angeles, State of California.

25 11. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
26 ADEONA HEALTHCARE, INC. is, and at all times relevant hereto was, a California corporation
27 organized and existing under the laws of the State of California. PLAINTIFF is further informed
28 and believes, and thereon alleges, that DEFENDANT ADEONA HEALTHCARE, INC. is

1 authorized to conduct business in the State of California and does conduct business in the State of
2 California. Specifically, DEFENDANT ADEONA HEALTHCARE, INC. maintains offices and
3 facilities and conducts business in, and engages in illegal payroll practices or policies in, the
4 County of Los Angeles, State of California.

5 12. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
6 SHARMA is, and at times relevant hereto was, a male resident of the State of California. At all
7 times material to this complaint, DEFENDANT SHARMA is, and at times relevant hereto was,
8 the owner and President of DEFENDANTS DUAL DIAGNOSIS TREATMENT CENTER,
9 INC.; SHREYA HEALTH OF CALIFORNIA, INC.; SATYA HEALTH OF CALIFORNIA,
10 INC.; SOVEREIGN ASSET MANAGEMENT, INC.; ATHENA HEALTHCARE, INC.;
11 ADEONA HEALTHCARE, INC. ("ENTITY DEFENDANTS"), and a joint employer of
12 PLAINTIFFS and CLASS MEMBERS. On information and belief, DEFENDANT SHARMA
13 directly or indirectly employed or exercised control over the wages, hours, and working
14 conditions of PLAINTIFFS and CLASS MEMBERS, and DEFENDANT SHARMA caused
15 the wage and hour violations alleged herein, including but not limited to violations of the
16 California Labor Code, the California Business and Professions Code, and the applicable
17 Industrial Welfare Commission ("IWC") wage order.

18 13. On information and belief, ENTITY DEFENDANTS are, and at all times
19 material to this complaint were, the alter egos of DEFENDANT SHARMA. On further
20 information and belief, the factors supporting the alter ego status of ENTITY DEFENDANTS
21 include but are not limited to the following: DEFENDANT SHARMA owns or controls a
22 majority of the shares of ENTITY DEFENDANTS such that there is a unity of interests
23 between DEFENDANT SHARMA and ENTITY DEFENDANTS; DEFENDANT SHARMA
24 dictates the day-to-day business of ENTITY DEFENDANTS and he controls the
25 implementation of company policies and procedures; DEFENDANT SHARMA improperly
26 disregards the separate corporate forms of ENTITY DEFENDANTS, and he treats the assets of
27 the entities as his own; ENTITY DEFENDANTS are undercapitalized, commingle assets,
28 share the same employees, and are essentially shell entities created by DEFENDANT

1 SHARMA to attempt to avoid personal liability, such that it would be inequitable to hold only
2 ENTITY DEFENDANTS liable for certain acts and omissions described herein.

3 14. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
4 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
5 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
6 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
7 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
8 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
9 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
10 when ascertained.

11 15. At all relevant times herein, DEFENDANTS were the joint employers of
12 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
13 alleges, that at all times material to this complaint, DEFENDANTS were the alter egos, divisions,
14 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
15 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
16 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
17 Defendant, and each was the alter ego of the other.

18 16. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
19 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
20 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
21 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
22 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
23 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
24 failing to properly maintain records; failing to provide accurate itemized statements for each pay
25 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
26 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
27 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

28 17. PLAINTIFF is informed and believes, and thereon alleges, that each and every one

1 of the acts and omissions alleged herein were performed by, and/or attributable to, all
2 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
3 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
4 and scope of said agency, employment and/or direction and control.

5 18. As a direct and proximate result of the unlawful actions of DEFENDANTS,
6 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
7 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
8 Court.

9 **CLASS ACTION DESIGNATION**

10 19. This action is appropriately suited for a Class Action because:

11 a. The potential class is a significant number. Joinder of all current and
12 former employees individually would be impractical.

13 b. This action involves common questions of law and fact to the potential
14 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
15 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
16 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
17 business practices arising from such violations.

18 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
19 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
20 IWC wage order, and the Business and Professions Code.

21 d. PLAINTIFF is able to fairly and adequately protect the interests of all
22 members of the class because it is in his best interests to prosecute the claims alleged herein to
23 obtain full compensation due to them for all services rendered and hours worked.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

4 **(Against all DEFENDANTS)**

5 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 19.

7 21. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
10 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
11 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
12 § 226.7, 512 and IWC Order No. 5-2001, § 11.

13 22. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
14 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
15 not provided with a meal period, in accordance with the applicable wage order, one additional
16 hour of compensation at each employee's regular rate of pay for each workday that a meal period
17 was not provided.

18 23. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
19 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
20 MEMBERS for all hours worked during their meal periods.

21 24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, interest, penalties, expenses, and costs of suit.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Required Rest Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

4 **(Against all DEFENDANTS)**

5 25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 24.

7 26. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
8 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
10 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

11 27. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
12 Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
13 provided with a rest period, in accordance with the applicable wage order, one additional hour of
14 compensation at each employee's regular rate of pay for each workday that a rest period was not
15 provided.

16 28. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
17 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
18 earned and due, interest, penalties, expenses, and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Pay Overtime Wages**

21 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

22 **(Against all DEFENDANTS)**

23 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in paragraphs 1 through 28.

25 30. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
26 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
27 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
28 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the

1 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
2 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
3 on the seventh consecutive day of work in any workweek.

4 31. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
5 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
6 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
7 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
8 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
9 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
10 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting
11 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
12 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
13 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
14 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
15 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
16 discovered.

17 32. In violation of California law, DEFENDANTS have knowingly and willfully
18 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
19 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
20 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
21 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
22 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
23 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

24 33. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
25 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
26 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
27 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
28 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'

1 fees, expenses, and costs of suit.

2 **FOURTH CAUSE OF ACTION**

3 **Failure to Pay Minimum Wages**

4 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

5 **(Against all DEFENDANTS)**

6 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 33.

8 35. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
9 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
10 worked in a payroll period is unlawful.

11 36. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
12 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
13 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
14 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
15 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
16 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
17 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
18 period; and other methods to be discovered.

19 37. DEFENDANTS' conduct described herein violates California Labor Code
20 §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the
21 aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an
22 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,
23 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage
24 Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages
25 owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of
26 suit.

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FIFTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code §§ 201, 202, 203]

(Against all DEFENDANTS)

38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 37.

39. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

40. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

41. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

42. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

43. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

44. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are

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1 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
2 to California Labor Code §§ 1194 and 2699.

3 **SIXTH CAUSE OF ACTION**

4 **Failure to Maintain Required Records**

5 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

6 **(Against all DEFENDANTS)**

7 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 44.

9 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
10 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
11 DEFENDANTS knowingly and intentionally failed to maintain records as required under
12 California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not
13 limited to the following records: total daily hours worked by each employee; applicable rates of
14 pay; all deductions; meal periods; time records showing when each employee begins and ends
15 each work period; and accurate itemized statements.

16 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
19 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
20 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
21 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
22 provided in California Labor Code § 226(e), as well as other available remedies.

23 **SEVENTH CAUSE OF ACTION**

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

26 **(Against all DEFENDANTS)**

27 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 47.

1 49. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
2 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
3 writing showing each employee's gross wages earned, total hours worked, all deductions made,
4 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
5 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
6 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
7 § 226 and IWC Wage Order No. 5-2001, § 7.

8 50. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
9 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
10 statements in accordance with California Labor Code § 226(a).

11 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,
12 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
13 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
14 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
15 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
16 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
17 California Labor Code § 226(e), as well as other available remedies.

18 **EIGHTH CAUSE OF ACTION**

19 **Failure to Indemnify Employees for Necessary Expenditures**

20 **Incurred in Discharge of Duties**

21 **[Cal. Labor Code § 2802]**

22 **(Against all DEFENDANTS)**

23 52. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in paragraphs 1 through 51.

25 53. California Labor Code § 2802(a) requires an employer to indemnify an employee
26 for all necessary expenditures or losses incurred by the employee in direct consequence of the
27 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

28 54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to

1 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
2 in direct consequence of the discharge of their duties while working under the direction of
3 DEFENDANTS, including but not limited to expenses for uniforms and other employment-
4 related expenses, in violation of California Labor Code § 2802.

5 55. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
7 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
8 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
9 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
10 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
11 available remedies.

12 NINTH CAUSE OF ACTION

13 **Unfair and Unlawful Business Practices**

14 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

15 **(Against all DEFENDANTS)**

16 56. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in paragraphs 1 through 55.

18 57. Each and every one of DEFENDANTS' acts and omissions in violation of the
19 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
20 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
21 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
22 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
23 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
24 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
25 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
26 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
27 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
28 under California Business and Professions Code § 17200 et seq.

1 58. DEFENDANTS' violations of California wage and hour laws constitute a business
2 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
3 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
4 CLASS MEMBERS.

5 59. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
6 rest periods, and other benefits as required by the California Labor Code, the California Code of
7 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
8 record, report, and pay the correct sums of assessment to the state authorities under the California
9 Labor Code and other applicable regulations.

10 60. As a result of DEFENDANTS' unfair and unlawful business practices,
11 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
12 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
13 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
14 MEMBERS.

15 61. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
16 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
17 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
18 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
19 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
20 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
21 jurisdiction of this Court.

22 **TENTH CAUSE OF ACTION**

23 **Representative Action for Civil Penalties**

24 **[Cal. Labor Code §§ 2698–2699.5]**

25 **(Against All DEFENDANTS)**

26 60. PLAINTIFF incorporates herein by specific reference as though fully set forth the
27 allegations in all preceding paragraphs, with exception of the allegations in paragraph 19 and the
28 subparagraphs thereto.

61. PLAINTIFF is an "aggrieved employee" within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and the alleged violations of the California Labor Code were committed against PLAINTIFF and other aggrieved employees of DEFENDANTS.

62. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.5, PLAINTIFF, on behalf of herself and all other similarly aggrieved employees, seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

63. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by certified mail postmarked February 29, 2016 to the California Labor and Workforce Development Agency (“LWDA”) and DEFENDANTS of the specific provisions of the Labor Code and applicable IWC Wage Order alleged to have been violated, including the facts and theories to support the alleged violations. PLAINTIFF has not received any response from the LWDA. Because PLAINTIFF has waited more than thirty-three (33) days from the February 29, 2016 postmark date of PLAINTIFF’s written notice before filing this action, PLAINTIFF has complied with all of the requirements set forth in Labor Code § 2699.3 to commence a representative action under PAGA.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated, respectfully prays for relief against DEFENDANTS as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;

1 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
2 and IWC Wage Order No. 5-2001;

3 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;

4 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
5 violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and
6 from engaging in the unlawful business practices complained of herein;

7 6. For waiting time penalties pursuant to California Labor Code § 203;

8 7. For statutory and civil penalties according to proof, including but not limited to all
9 penalties authorized by the California Labor Code §§ 226(e) and 2698-2699.5;

10 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
11 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
12 provision providing for pre-judgment interest;

13 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
14 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable provisions
15 providing for attorneys' fees and costs;

16 10. For declaratory relief;

17 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
18 Seventh, Eighth, and Ninth Causes of Action as a class action;

19 12. For an order appointing PLAINTIFF as class representative and PLAINTIFF's
20 counsel as class counsel; and

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13. For such further relief that the Court may deem just and proper.

DATED: April 5, 2016

Respectfully submitted,

MATERN LAW GROUP

By:

MATTHEW J. MATERN

AMANDA S. NAOUFAL

Attorneys for Plaintiff

CARRIE LAMBERT

individually, and on behalf of other persons
similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: April 5, 2016

Respectfully submitted,

MATERN LAW GROUP

By:

MATTHEW J. MATERN

AMANDA S. NAOUFAL

Attorneys for Plaintiff

CARRIE LAMBERT

individually, and on behalf of other persons
similarly situated