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County of San Diego
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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

VERONICA GONZALEZ, an individual, and
on behalf of all current and former aggrieved
employees,

Plaintiff,

v.

SARAH BELDERES DDS INC., a California
Corporation; DR. SARAH BELDERES, an
individual; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 37-2022-00038279-CU-OE-CTL

**COMPLAINT FOR DAMAGES AND
CIVIL PENALTIES FOR:**

- 1. MINIMUM WAGES;**
- 2. OVERTIME WAGES;**
- 3. MEAL PERIODS;**
- 4. REST PERIODS;**
- 5. WAGE STATEMENTS;**
- 6. WAITING TIME PENALTIES;**
- 7. UNFAIR COMPETITION;**
- 8. LABOR CODE RETALIATION;**
- 9. WRONGFUL TERMINATION;**
- 10. VIOLATION OF PAGA**

DEMAND FOR JURY TRIAL

1 1. Plaintiff VERONICA GONZALEZ (“Plaintiff”), individually, and on behalf of
2 all aggrieved employees in the State of California pursuant to the California Private Attorneys
3 General Act, alleges as follows:

4 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 2. Plaintiff brings this lawsuit against Plaintiff’s former employer, SARAH
6 BELDERES DDS INC. and Dr. Sarah Belderes (collectively, “Defendant”) for violations of
7 California’s wage and hour and anti-retaliation laws. Plaintiff seeks to recover unpaid minimum
8 and overtime wages, premium payments for Defendant’s failure to authorize and permit meal
9 and rest periods, statutory damages for inaccurate wage statements, waiting time penalties for
10 Defendant’s failure to pay all wages due and owing at the time of termination, back pay,
11 prejudgment interest, costs and attorneys’ fees. Plaintiff also brings this lawsuit against
12 Defendant under the Labor Code Private Attorneys General Act of 2004 for the purpose of
13 obtaining civil penalties for violations of the forgoing wage and hour violations (and as set forth
14 herein) on behalf of the State of California and other aggrieved employees.

15 3. At all times relevant herein, Defendant employed, suffered and/or permitted
16 Plaintiff to work in San Diego County, California, and Plaintiff was an “employee” within the
17 meaning of the California Labor Code and the applicable California Industrial Wage
18 Commission ("IWC") Order(s). Plaintiff resides in the State of California.

19 4. At all times relevant herein, Defendant was doing business in the State of
20 California, County of San Diego, as Sarah Belderes DDS Inc. Defendant maintains corporate
21 offices and operates in California and more particularly, in the County of San Diego, State of
22 California. Defendant was at all times herein mentioned, a California corporation duly existing
23 and operating under the laws of the State of California, and under the authority of the County of
24 San Diego. Plaintiff is also informed and believes and thereon alleges that at all time relevant
25 hereto, Defendant was authorized by the California Secretary of State to conduct its business in
26 California, and by the County of San Diego to transact business therein and, at all times relevant
27 herein, was an “employer” within the meaning of the California Labor Code and the applicable
28 California Industrial Wage Commission ("IWC") Order(s).

1 5. Plaintiff is not aware of the true names and capacities of the Defendants sued
2 herein as DOES 1 through 50, whether individual, corporate, associate, or otherwise and
3 therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to
4 allege their true names and capacities when ascertained. Plaintiff is informed and believes, and
5 on that basis alleges, that each of the fictitiously named Defendants is responsible in some
6 manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein were
7 legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting
8 within the course and scope of said agency and/or employment, with the knowledge and/or
9 consent of said co-Defendant.

10 6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
11 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
12 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
13 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times
14 acting within the course and scope of such agency, service, employment partnership, joint
15 venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting
16 both individually and within the course and scope of such agency and/or employment, with the
17 knowledge and/or consent of the remaining Defendants.

18 7. Plaintiff further alleges that Defendant, including each Doe Defendant identified
19 as DOES, directly or indirectly controlled or affected the terms, wages, working hours, and
20 conditions of employment of Plaintiff and the other aggrieved employees so as to make each of
21 said Defendants employers and, as employers, liable under the statutory provisions set forth
22 herein.

23 8. Defendants SARAH BELDERES DDS INC. and DR. SARAH BELDERES and
24 DOES 1 through 50 will hereinafter collectively be referred to as "Defendant."

25 9. Defendant operates a dental office. Defendant employed Plaintiff as a non-exempt
26 employee within the four (4) yeas prior to the filing of this lawsuit in the City of Solana Beach,
27 County of San Diego, State of California. Defendant had the authority at all relevant times to
28 hire and fire Plaintiff and other aggrieved employees, establish the terms and conditions of their

1 employment, including their compensation and work schedules, and manager their employment
2 activities. Plaintiff and other aggrieved employees worked as non-exempt employees.

3 10. Defendant hired Plaintiff and other aggrieved employees and required, suffered
4 and/or permitted them to work, but failed to compensate them for all hours worked, including
5 all minimum wages and applicable overtime, failed to provide proper meal and rest periods or
6 premium compensation in lieu thereof, failed to provide accurate and itemized wage statements,
7 and failed to pay all wages at the time of termination, among other violations described herein.

8 11. Plaintiff is further informed and believes, and based thereupon alleges, that
9 Defendant subjected their non-exempt aggrieved employees to uniform wage and hour policies
10 and practices that deprived them of full compensation for all hours worked. The practices
11 included, but were/are not limited to, failing to accurately record and pay Plaintiff and other
12 aggrieved employees for all hours worked and/or at the correct rate of pay, provide and/or
13 compensate them for improper (i.e., short, late, interrupted, and altogether missed) meal and rest
14 periods, and provide accurate wage statements, among other violations, all in in violation of
15 California law.

16 12. This Court is the proper court, and this action is properly filed in the County of
17 San Diego in that Defendant does business within said district and the wrongful acts herein
18 alleged and resulting harm to Plaintiff and aggrieved employees occurred in this judicial district.

19 13. Defendant employed Plaintiff during the relevant time period. Defendant
20 employed the other aggrieved employees during the relevant time period.

21 14. At all times relevant herein, Defendant was subject herein to the Labor Code of
22 the State of California, and Wage Orders promulgated by the Industrial Welfare Commission
23 ("IWC") as contained in 8 Cal. Code Regs. § 11040 et. seq., including Wage Order 4-2001
24 (originally and as amended) and all applicable IWC Wage Order(s).

25 15. Defendant's employment practices included failing to record and pay Plaintiff and
26 other aggrieved employees for all hours worked, including overtime where applicable. For
27 example, Defendant regularly required, suffered or permitted Plaintiff and other aggrieved
28 employees to work off-the-clock. Plaintiff and other employees regularly engaged in pre-shift

1 and post-shift tasks assigned by Defendant, but Plaintiff and other aggrieved employee were not
2 paid for all hours worked. Plaintiff and other aggrieved employees also performed work during
3 their supposedly off-duty meal periods for which they were not compensated.

4 16. Defendant's employment practices also included failing to provide Plaintiff and
5 other aggrieved employees with state mandated meal and rest periods or premium compensation
6 in lieu thereof. On information and belief, Defendant's meal and rest period policies and
7 practices do not comply with California law. Defendant did not provide Plaintiff and other
8 aggrieved employees with rest periods. Concerning meal periods, as noted above, Defendant
9 often required Plaintiff and other employees to delay or cut short their meal periods in order to
10 assist patients, sterilize medical equipment, or perform tasks directed to them by Defendant.
11 Defendant often discouraged and pressured Plaintiff and other aggrieved employees to delay
12 their meal and rest periods. Moreover, meal and rest periods were often interrupted with pressure
13 to continue working. Plaintiff and other aggrieved employees complained to Defendant of meal
14 and rest period violations but Defendant ignored or retaliated against them. Plaintiff and
15 aggrieved employees were entitled to meal and rest periods in accordance with the requirements
16 of the applicable Wage Orders and applicable California law, but on numerous occasions
17 relevant herein, Defendant failed to authorize or permit them to take rest and/or meal periods.

18 17. On a regular basis during the relevant time period, Defendant required, suffered
19 or permitted Plaintiff to work daily overtime hours in excess of eight (8) and ten (10) hours
20 and/or weekly overtime hours in excess of forty (40), without paying Plaintiff for overtime hours
21 worked, or at the appropriate overtime rate, and failed to fully or properly document Plaintiff's
22 wages and/or withhold proper taxes.

23 18. At all times herein mentioned, Defendant failed to provide Plaintiff with state
24 mandated meal and rest periods and failed to pay Plaintiff for each missed meal and rest period
25 at the time of Plaintiff's separation of her employment or any time since.

26 19. Defendants knew or should have known that Plaintiff was entitled to receive all
27 wages owed to her upon discharge, including overtime and minimum wages and meal and rest
28 period premiums, and she did not, in fact, receive all wages owed to her at the time of discharge.

1 As a result of Defendant's failure to pay Plaintiff all wages due her at the time of discharge,
2 Plaintiff is owed waiting time penalties pursuant to the applicable provision of the California
3 Labor Code.

4 20. Defendant further retaliated against Plaintiff by terminating her employment for
5 reporting and disclosing information to Defendant that she had reasonable cause to believe
6 disclosed a violation of or noncompliance with local, state and/or federal rules and regulations
7 concerning the labor violations as described herein, including Defendant's policies and
8 procedures concerning the payment of overtime and the provision of timely off-duty meal and
9 rest periods. Defendant terminated Plaintiff in response to her complaints and for requesting
10 workers' compensation information, among other unlawful reasons.

11 21. Plaintiff is informed and believes, and based thereon alleges, that Defendant
12 knew or should have known that Defendant had a duty to compensate Plaintiff pursuant to
13 California law, and that Defendant had the financial ability to pay such compensation, but
14 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff
15 that she was properly paid wages.

16 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
17 or should have known that Plaintiff and the other aggrieved employees were entitled to receive
18 at least minimum wages for compensation and that they were not receiving at least minimum
19 wages for all hours worked. Upon information and belief, Defendant required aggrieved
20 employees, for instance, to perform work off-the-clock and after hours, including work
21 performed during purportedly off-duty meal periods for which they were not compensated,
22 resulting in unpaid wages.

23 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
24 or should have known that Plaintiff and the other aggrieved employees were entitled to receive
25 certain wages for overtime compensation. Plaintiff and the other aggrieved employees worked
26 in excess of 8 hours in a day and 40 hours in a week and, thus, were entitled to receive overtime
27 compensation. But Plaintiff and aggrieved employees were not paid for all overtime hours
28 worked and/or at the appropriate overtime rate. Upon information and belief, Defendant required

1 Plaintiff and aggrieved employees to perform work off-the-clock, including work performed
2 during purportedly off-duty meal periods for which they were not compensated.

3 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
4 or should have known that Plaintiff and the other aggrieved employees were entitled to receive
5 all meal periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved
6 employee's regular rate of pay when a meal period was missed, late or interrupted, and they did
7 not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
8 aggrieved employee's regular rate of pay when an improper meal period occurred.

9 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
10 or should have known that Plaintiff and the other aggrieved employees were entitled to receive
11 all rest periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved
12 employees' regular rate of pay when a rest period was missed, late or interrupted, and they did
13 not receive all timely and uninterrupted rest periods or payment of one additional hour of pay at
14 Plaintiff's and the other aggrieved employees' regular rate of pay when an improper rest period
15 occurred. Defendant regularly required Plaintiff and other aggrieved employees to work through
16 their rest periods but did not compensate them with an additional hour of pay.

17 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed
18 to provide Plaintiff and the other aggrieved employees the required meal periods and rest periods
19 or premium compensation in lieu thereof during the relevant time period as required under the
20 Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable
21 penalties.

22 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant
23 knew or should have known that Plaintiff and the other aggrieved employees were entitled
24 to receive all wages owed to them during their employment. Plaintiff and the other
25 aggrieved employees did not receive payment of all wages, including overtime and
26 minimum wages and meal and rest period premiums, within any time permissible under
27 California Labor Code section 204.

28 28. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew

1 or should have known that Plaintiff and the other aggrieved employees were entitled to receive
2 all wages owed to them upon discharge or resignation, including overtime and minimum wages
3 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
4 them at the time of discharge.

5 29. Plaintiff is informed and believes, and based thereon alleges, that Defendant
6 knew or should have known that Plaintiff and the other aggrieved employees were entitled
7 to receive complete and accurate wage statements in accordance with California law, but
8 they did not receive complete and accurate wage statements from Defendant. The
9 deficiencies included, but were not limited to, the failure to include the total number of
10 hours worked by Plaintiff and the other aggrieved employees as well as all hourly rates
11 in effect during the applicable pay period, among other violations.

12 30. Plaintiff is informed and believes, and based thereon alleges, that Defendant
13 knew or should have known that Defendant had to keep complete and accurate payroll
14 records for Plaintiff and the other aggrieved employees in accordance with California law,
15 but Defendant did not keep complete and accurate payroll records for all the reasons herein
16 mentioned.

17 31. Plaintiff is informed and believes, and based thereon alleges, that Defendant
18 knew or should have known that it had a duty not to retaliate against an employee for
19 disclosing information the employee had reason to believe discloses a violation of or
20 noncompliance with a local, state, or federal rule or regulation. Upon information and belief,
21 Plaintiff complained and disclosed to Defendants and her supervisors her belief that Defendants
22 were not fulfilling their duties and responsibilities to Plaintiff and other aggrieved employees
23 concerning the wage and hour violations, including but not limited to the proper payment
24 of wages and provision of meal and rest periods or premium compensation in lieu thereof.
25 Defendant thereafter failed to address the issues, and retaliated against Plaintiff and other
26 aggrieved employees and terminated Plaintiff in violation of California law.

27 32. Plaintiff is informed and believes, and based thereon alleges, that Defendant
28 knew or should have known that they had a duty to compensate Plaintiff and the other

aggrieved employees pursuant to California law, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other aggrieved employees that they were properly compensated.

33. At all material times set forth herein, Defendant failed to provide timely and uninterrupted meal periods and rest periods to Plaintiff and the other aggrieved employees; failed to pay Plaintiff and the other aggrieved employees at least minimum wages for all hours worked, and overtime where applicable; failed to pay Plaintiff and the other aggrieved employees all wages owed to them upon discharge or resignation; failed to pay Plaintiff and the other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204; failed to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees; failed to keep complete and accurate payroll records for Plaintiff and the other aggrieved employees; retaliated against Plaintiff and other aggrieved employees for reporting and disclosing suspected wage and hour violations; and failed to properly compensate Plaintiff and the other aggrieved employees in compliance with California law in order to enrich themselves at the expense of Plaintiff and the other aggrieved employees.

34. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

RECOVERY OF UNPAID MINIMUM WAGES

(Against ALL Defendants)

35. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

36. California law provides that employees must be paid for all hours worked, up to 40 per week or 8 per day, at a regular time rate no less than the mandated minimum wage. Plaintiff regularly worked time for which Defendant failed to compensate her at a rate not less than the prevailing minimum wage. Specifically, upon information and belief, Defendant

required, suffered or permitted Plaintiff to perform work off-the-clock and during off-duty meal periods for which Plaintiff was not compensated. As a result, Defendant failed to pay Plaintiff for all hours worked at a rate not less than the prevailing minimum wage.

37. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff is entitled to recover all unpaid wages and liquidated damages, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

RECOVERY OF UNPAID OVERTIME WAGES

(Against ALL Defendants)

38. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

39. California law provides that employees must be paid overtime, equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of 40 per week or 8 per workday, and be paid double time, equal to 2 times the employee's regular rate of pay, for all hours worked in excess of 12 per workday.

40. Plaintiff regularly worked more than 40 hours per week, 8 hours per workday, and/or more than 12 hours per workday, and/or in excess of seven (7) consecutive days, but was not paid all overtime wages and double time wages due and owing under California law. Plaintiff was not paid for all overtime hours worked for all the reasons asserted herein.

41. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover all unpaid overtime, pre-judgment interest, plus reasonable attorney's fees and costs, in an amount to be proved at trial.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU

THEREOF

(Against ALL Defendants)

42. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

43. Under the Labor Code and IWC Wage Orders, employers are required to provide employees with one 30-minute meal break free from all duties for all shifts longer than 5 hours,

and a second 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (as discussed above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed the meal period was not provided.

44. Plaintiff regularly worked periods of more than five hours in a workday without being provided a mandatory thirty-minute, duty-free meal period, and would work periods of more than ten hours in a workday without being provided a mandatory second thirty-minute, duty-free meal period. Upon information and belief, Defendant did not maintain meal period policies and practices that complied with California law. Defendant did not authorize and permit Plaintiff to take off-duty meal periods and Defendant frequently interrupted her meal periods. Defendant further failed to compensate her properly for all non-compliant meal periods including, inter alia, short, late, interrupted and missed meal periods.

45. Defendant failed to provide Plaintiff with all required meal periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiff is entitled to one additional hour's pay for each day a meal period was missed, late or interrupted, all in an amount to be proved at trial.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU

THEREOF

(Against ALL Defendants)

46. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

47. California law requires an employer to authorize or permit an employee to take a

rest period of ten net minutes for every four hours worked, or major fraction thereof, and such rest periods must be in the middle of the four-hour period insofar as practicable. If the employer fails to provide any required rest periods, or fails to provide a fully compliant rest break for a net 10 minutes wherein the employee is fully relieved of all duties and all employer control, the employer must pay the employee one hour of pay at the employee's regular rate of compensation for each workday a legally required and/or fully compliant rest period was not provided.

48. Defendant failed to provide Plaintiff all required and/or fully compliant rest periods, or compensation in lieu thereof. Defendant employed policies and procedures that ensured Plaintiff would not receive all legally required rest periods, such as not relieving employees of all duties and employer control during their rest breaks. Moreover, Defendant discouraged Plaintiff from taking rest periods by pressuring her to continue working. Defendant did not authorize and permit all required rest periods in strict accordance to, and in compliance with, the timing requirements of all applicable Wage Orders. Defendant further employed policies and practices where Plaintiff did not receive premium wages to compensate her for workdays she did not receive all legally required and fully compliant rest periods.

49. Defendant failed to provide Plaintiff with all required rest periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiff is entitled to one additional hour's pay for each day a rest period was missed, all in an amount to be proved at trial.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Against All Defendants)

50. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

51. The California Labor Code provides that, at the time of each payment of wages, the employer must provide each employee with an itemized statement showing, inter alia, gross wages earned, total hours worked, all deductions taken, net wages earned, the inclusive dates for which the employee is being paid, the employee's name and last four digits of their social security number, the name and address of the legal entity that it is the employer, and all

applicable hourly rates in effect during the pay period and all hours worked at each rate.

52. Defendant knowingly and intentionally failed to provide Plaintiff with proper, itemized wage statements as the wage statements provided did not accurately state, *inter alia*, gross wages earned, total hours worked, net wages earned and the proper hourly rate for each hour worked. Defendant did not provide accurate itemized wage statements to Plaintiff for all the reasons asserted herein, including failure to pay all minimum and overtime wages and provide meal and rest periods. Accordingly, under Labor Code section 226, Plaintiff is entitled to statutory penalties in the amount of \$50.00 for the initial pay period in which a violation occurred, and \$100.00 for each subsequent pay period in which a violation occurred, up to an aggregate penalty of \$4,000.00, plus attorney's fees and costs, all in an amount to be proved at trial.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Against All Defendants)

53. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

54. The California Labor Code Sections 201 and 202 require employers to promptly pay all wages owing to an employee at the conclusion of employment.

55. Plaintiff has not been compensated her earned but unpaid minimum and overtime wages and premium payments for improper meal and rest periods for a period in excess of 30 days. As such, Plaintiff is entitled to waiting time penalties based on her daily rate, inclusive of overtime compensation and all additional, non-discretionary remuneration, for a maximum period of 30 days.

56. Defendant's failure to pay Plaintiff all wages owed, as further alleged herein, was knowing and willful.

57. Under Labor Code section 203, Plaintiff, who is no longer employed with Defendant, is entitled to recover waiting time penalties of up to 30 days' pay, plus attorney's fees and costs, in an amount to be proved at trial.

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SEVENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES – Cal Bus. & Prof. Code Sec. 17200

(Against All Defendants)

58. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

59. At all times relevant hereto, by and through the conduct described herein, Defendant engaged in unfair and unlawful practices by failing pay all wages and/or provide meal and rest periods or premium compensation in lieu thereof pursuant to the applicable Labor Code and Industrial Welfare Commission requirements, in violation of California Business and Professions Code § 17200, et. seq., and have thereby deprived Plaintiff of fundamental rights and privileges and caused Plaintiff to suffer economic injury as herein alleged. Defendant engaged in unfair competition by withholding compensation for hours worked, and Defendant further engaged in unfair and unlawful business practices by failing to keep accurate information and time records and failing to accurately itemize the total hours worked by Plaintiff in violation of California law. In doing the forgoing acts, Defendant gained an unfair business advantage by means of these unlawful practices and gained an unfair competitive advantage with respect to competing businesses, which adhered to lawful business practices. Defendant has, therefore, been unjustly enriched and Plaintiff and others have been systematically harmed. Defendant has uniformly violated California law and regulations including, but not limited to, Labor Code §§ 201, 202, 203, 216, 218, 226, 226.7, 510, 512, 1174, 1198 and other sections of the California Labor Code and IWC Orders.

60. Plaintiff is entitled to all relief available under Business and Professions Code § 17200 and Defendant should be restrained from continuing to engage in these unfair and unlawful business practices, and in addition, should be required to disgorge the unpaid monies and ill-gotten gains to Plaintiff herein.

EIGHTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE 1102.5

(Against All Defendants)

61. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

62. At all times set forth herein, Section 1102.5 was in effect and binding on Defendant. This section prohibits employers from retaliating against employees for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation. An employer further shall not retaliate against an employee for refusing to participate in an activity that would result in the violation of a federal, state, or local rule or regulation.

63. Plaintiff had reasonable cause to believe that Defendant had violated or was not in compliance with state and/or federal laws and regulations concerning the payment of minimum and overtime wages and the provision of off-duty and uninterrupted meal and rest periods or premium compensation in lieu thereof.

64. Plaintiff disclosed to Defendant her belief that Defendant was not in compliance with and/or that laws had been or were being violated.

65. Defendant had authority over Plaintiff, and had the authority to investigate, discover and/or correct the violations and/or noncompliance issues raised by Plaintiff.

66. Defendant, and person acting on behalf of Defendant, retaliated against Plaintiff for disclosing and reporting that information, including by termination, mistreatment, materially reducing job responsibilities and job related benefits, and denying promotion and/or advancement, among other adverse employment actions.

67. Defendant's conduct was in violation of Section 1102.5 of the California Labor Code.

68. As a proximate result of the aforesaid acts of Defendant, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of wages and benefits, and the intangible loss of employment related opportunities in her field and damage to her professional reputation, all in an amount subject to proof at the time of trial.

69. As a proximate result of the wrongful acts of Defendant, Plaintiff has suffered and

1 continues to suffer emotional distress, humiliation, mental anguish and embarrassment. Plaintiff
2 is informed and believes, and thereupon alleges, that she will continue to experience said
3 physical and emotional suffering for period in the future not presently ascertainable, all in an
4 amount to prove at the time of trial.

5 70. The retaliatory actions taken against Plaintiff were carried out and ratified by
6 officers and manager of Defendant. Defendant additionally had in place policies and procedures
7 that specifically prohibited retaliation and required Defendants' managers, officers, and agents
8 to prevent retaliation. However, Defendant chose to consciously and willfully ignore said
9 policies and procedures and therefore, their outrageous conduct was fraudulent, malicious,
10 oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties
11 owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized,
12 ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should,
13 therefore, be awarded exemplary and punitive damages against each Defendant in an amount to
14 be established that is appropriate to punish each Defendant and deter others from engaging in
15 such conduct in the future.

16 **NINTH CAUSE OF ACTION**

17 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

18 **(Against All Defendants)**

19 71. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

20 72. At all times mentioned, the public policy of the State of California, as codified,
21 expressed and mandated in California's wage and hour laws and regulations is to promote,
22 encourage, maintain, and effect proper payment of all wages due and owing to employees and
23 to prohibit employers from retaliating against any employee for reporting and/or disclosing
24 violations of said statutory and inalienable wage and hour rules, laws and regulations. This public
25 policy of the State of California is designed to protect all employees and to promote the welfare
26 and well being of the community at large. Accordingly, the actions of Defendant, and each of
27 them, in engaging in the conduct as described herein was wrongful and in contravention of the
28 express public policy of the State of California and the laws and regulations promulgated

thereunder.

73. As a proximate result of the aforesaid acts of Defendant, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of wages and benefits, and the intangible loss of employment related opportunities in her field and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages pursuant to California Civil Code 3287 and/or 3288 and/or any other provision of law providing for prejudgment interest.

74. The actions taken against Plaintiff were carried out and ratified by officers and manager of Defendants. Defendants additionally had in place policies and procedures that specifically prohibited retaliation and required Defendant and its managers, officers, and agents to prevent retaliation. However, Defendants chose to consciously and willfully ignore said policies and procedures and therefore, their outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in such conduct in the future.

TENTH CAUSE OF ACTION

VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

75. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

76. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by Defendant during the applicable statutory limitations period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

77. Plaintiff seeks to recover the PAGA civil penalties through a representative action

permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

78. Therefore, under the provisions of PAGA and Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.3, 226.7, 510, 512(a), 1102.5, 1174(d), 1194, 1197, 1197.1, 1198, and 2699, and all applicable Wage Orders, as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, Defendant is liable for the following penalties:

(i) All statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute; and

(ii) Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code Section 2699(f).

79. The proper measure of penalties under PAGA is the number of violations, whether those violations were committed as against Plaintiff or any Aggrieved Employee, whether a party to this action or not. Further, as a PAGA action, this claim need not be certified as a class action to proceed with a company-wide recovery and/or discovery. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969; *Williams v. Superior Court* (2017) 3 Cal.5th 531.)

80. Plaintiff complied with the procedures for bringing suit specified in Labor Code sections 2699.3 and 2699.5. By letter postmarked July 21, 2022, Plaintiff gave written notice to the California Labor and Workforce Development Agency (“LWDA”) via electronic mail at PAGAfilings@dir.ca.gov, and via certified mail to Defendant, of the specific provisions of the Labor Code and Wage Orders allegedly violated, including the facts and theories to support the alleged violations.

81. Under Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations within 65 days of the date of the Plaintiff's written notice. As of the date of this Complaint, the LWDA has not provided the parties any notice of its intention to investigate Plaintiff's claims on behalf

of herself and other similarly aggrieved employees. Furthermore, Defendants have not responded to Plaintiff's PAGA notice in an attempt to cure. Accordingly, Plaintiff has exhausted all administrative remedies required by law.

PRAYER

WHEREFORE, Plaintiff, prays for judgment against each Defendant, jointly and severally, as follows:

1. For all general damages in an amount within the jurisdictional limits of this Court;
2. For all special damages, according to proof;
3. For all loss of earnings, according to proof;
4. For all prejudgment interest, according to proof;
5. For all civil penalties, according to proof;
6. For all punitive damages;
7. For all reasonable attorney's fees;
8. For costs of suit incurred herein; and
9. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

DATED: September 26, 2022

LURTZ LEGAL, P.C.



By: _____
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Attorneys for Plaintiff
Veronica Gonzalez

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DEMAND FOR JURY TRIAL

Plaintiff VERONICA GONZALEZ demands a trial by jury on all claims so triable.

DATED: September 26, 2022

Respectfully submitted,

LURTZ LEGAL, P.C.



By: _____
Marshall R. Lurtz
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Veronica Gonzalez