

1 **MATERN LAW GROUP**
2 MATTHEW J. MATERN (SBN 159798)
3 DALIA KHALILI (SBN 253840)
4 DANIEL J. BASS (SBN 287466)
5 1230 Rosecrans Avenue, Suite
6 200 Manhattan Beach, CA 90266
7 Tel: (310) 531-1900
8 Facsimile: (310) 531-1901

9 Attorneys for Plaintiff ANITA HARRIS,
10 individually, and on behalf of others
11 similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 ANITA HARRIS, an individual, and on behalf
15 of others similarly situated

16 Plaintiff,

17 vs.

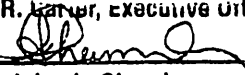
18 KHANNA ENTERPRISES GENERAL
19 PARTNERSHIP d/b/a CUSTOM HOTEL, a
20 business form unknown; KHANNA
21 ENTERPRISES, LTD, a business form
22 unknown; KHANNA ENTERPRISES – II,
23 LIMITED PARTNERSHIP, a California
24 Limited Partnership; KHANNA HOLDINGS,
25 LLC, a business form unknown; KHANNA
26 ENTERPRISES, INC., a California Corporation;
27 KHANNA ENTERPRISES, LTD., A LIMITED
28 PARTNERSHIP; a California Limited
Partnership; KHANNA ENTERPRISES, LTD.
– III, LP, a California Limited Partnership; and
DOES 1 through 50, inclusive,

Defendants

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JAN 21 2016

Sherri R. Karver, Executive Office/Clerk

By:  Deputy
Ishayla Chambers

BC 6 0 7 8 6 1

CASE NO.:

COMPLAINT

CLASS ACTION:

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 ANITA HARRIS ("PLAINTIFF") an individual, demanding a jury trial, on
2 behalf of herself and 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 KHANNA ENTERPRISES
6 GENERAL PARTNERSHIP d/b/a CUSTOM HOTEL, a business form unknown; KHANNA
7 ENTERPRISES, LTD, a business form unknown; KHANNA ENTERPRISES – II, LIMITED
8 PARTNERSHIP, a California Limited Partnership; KHANNA HOLDINGS, LLC, a business form
9 unknown; KHANNA ENTERPRISES, INC., a California Corporation; KHANNA ENTERPRISES,
10 LTD., A LIMITED PARTNERSHIP; a California Limited Partnership; KHANNA ENTERPRISES,
11 LTD. – III, LP, a California Limited Partnership; and DOES 1 through 50 inclusive (collectively
12 "DEFENDANTS"), are qualified to do business in California and regularly conduct business in
13 California. Further, no federal question is at issue because the claims are based solely on California
14 law.

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

21 **PLAINTIFF**

22 3. PLAINTIFF is a female resident of the State of California and a former employee
23 of DEFENDANTS.

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

1 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
2 quitting employees, failure to indemnify employees for necessary expenditures and/or losses
3 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure
4 to maintain required records, and interest, attorneys' fees, costs, 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 KHANNA GENERAL PARTNERSHIP d/b/a CUSTOM HOTEL is, and at all times relevant
14 hereto was, a business form unknown organized and existing under the laws of the State of
15 California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT
16 KHANNA GENERAL PARTNERSHIP d/b/a CUSTOM HOTEL is authorized to conduct
17 business in the State of California, and does conduct business in the State of California.
18 Specifically, DEFENDANT KHANNA GENERAL PARTNERSHIP d/b/a CUSTOM HOTEL
19 maintains offices and facilities and conducts business in, and engages in illegal payroll practices
20 or policies in, the County of Los Angeles, State of California.

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

1 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
2 KHANNA ENTERPRISES – II, LIMITED PARTNERSHIP is, and at all times relevant herein
3 was, a California Limited Partnership organized and existing under the laws of the State of
4 California. PLAINTIFF is further informed and believes, and thereon alleges, that
5 DEFENDANT KHANNA ENTERPRISES – II, LIMITED PARTNERSHIP is authorized to
6 conduct business in the State of California, and does conduct business in the State of
7 California. Specifically, upon information and belief, Defendant KHANNA ENTERPRISES –
8 II, LIMITED PARTNERSHIP maintains offices and facilities and conducts business in, and
9 engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

10 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
11 KHANNA HOLDINGS, LLC is, and at all times relevant herein was, a business entity of
12 unknown form organized and existing under the laws of the State of California. PLAINTIFF is
13 further informed and believes, and thereon alleges, that DEFENDANT KHANNA HOLDINGS,
14 LLC is authorized to conduct business in the State of California, and does conduct business in
15 the State of California. Specifically, upon information and belief, Defendant KHANNA
16 HOLDINGS, LLC maintains offices and facilities and conducts business in, and engages in illegal
17 payroll practices or policies in, the County of Los Angeles, State of California.

18 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
19 KHANNA ENTERPRISES, INC is, and at all times relevant herein was, a California Corporation
20 organized and existing under the laws of the State of California. PLAINTIFF is further informed
21 and believes, and thereon alleges, that DEFENDANT KHANNA ENTERPRISES, INC is
22 authorized to conduct business in the State of California, and does conduct business in the
23 State of California. Specifically, upon information and belief, Defendant KHANNA
24 ENTERPRISES, INC maintains offices and facilities and conducts business in, and engages in
25 illegal payroll practices or policies in, the County of Los Angeles, State of California.

26 11. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
27 KHANNA ENTERPRISES, LTD., A LIMITED PARTNERSHIP is, and at all times relevant
28 herein was, a California Limited Partnership organized and existing under the laws of the State

1 of California. PLAINTIFF is further informed and believes, and thereon alleges, that
2 DEFENDANT KHANNA ENTERPRISES, LTD., A LIMITED PARTNERSHIP is authorized to
3 conduct business in the State of California, and does conduct business in the State of
4 California. Specifically, upon information and belief, Defendant KHANNA ENTERPRISES,
5 LTD., A LIMITED PARTNERSHIP maintains offices and facilities and conducts business in, and
6 engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

7 12. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
8 KHANNA ENTERPRISES, LTD. – III, LP is, and at all times relevant herein was, a California
9 Limited Partnership organized and existing under the laws of the State of California. PLAINTIFF
10 is further informed and believes, and thereon alleges, that DEFENDANT KHANNA
11 ENTERPRISES, LTD. – III, LP is authorized to conduct business in the State of California, and
12 does conduct business in the State of California. Specifically, upon information and belief,
13 Defendant KHANNA ENTERPRISES, LTD. – III, LP maintains offices and facilities and
14 conducts business in, and engages in illegal payroll practices or policies in, the County of Los
15 Angeles, State of California.

16 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
17 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
18 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
19 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
20 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
21 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
22 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
23 when ascertained.

24 14. At all relevant times herein, DEFENDANTS were the joint employers of
25 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
26 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
27 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
28 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or

1 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
2 Defendant, and each was the alter ego of the other.

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

13 16. PLAINTIFF is informed and believes, and thereon allege, that each and every one
14 of the acts and omissions alleged herein were performed by, and/or attributable to, all
15 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
16 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
17 and scope of said agency, employment and/or direction and control.

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

22 CLASS ACTION DESIGNATION

23 18. This action is appropriately suited for a Class Action because:

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

26 b. This action involves common questions of law and fact to the potential
27 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
28 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the

1 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
2 business practices arising from such violations.

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

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

9 **FIRST CAUSE OF ACTION**

10 **Failure to Provide Required Meal Periods**

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

12 **(Against all DEFENDANTS)**

13 19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 18.

15 20. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
16 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
17 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
18 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
19 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
20 § 226.7, 512 and IWC Order No. 5-2001, § 11.

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

26 22. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
27 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
28 MEMBERS for all hours worked during their meal periods.

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

4 **SECOND CAUSE OF ACTION**

5 **Failure to Provide Required Rest Periods**

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

7 **(Against all DEFENDANTS)**

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

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

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

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

22 **THIRD CAUSE OF ACTION**

23 **Failure to Pay Overtime Wages**

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

25 **(Against all DEFENDANTS)**

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

28 //

1 29. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
2 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
3 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
4 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
5 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
6 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
7 on the seventh consecutive day of work in any workweek.

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

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

28 //

1 32. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
2 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
3 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
4 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
5 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
6 fees, expenses, and costs of suit.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Pay Minimum Wages**

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

10 **(Against all DEFENDANTS)**

11 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
12 allegations in paragraphs 1 through 32.

13 34. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
14 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
15 worked in a payroll period is unlawful.

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

24 36. DEFENDANTS' conduct described herein violates California Labor Code §§
25 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
26 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
27 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
28 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and

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

SIXTH CAUSE OF ACTION

Failure to Maintain Required Records

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

(Against all DEFENDANTS)

44. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 43.

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

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

//

//

//

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

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

(Against all DEFENDANTS)

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 46.

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

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

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

//

//

//

//

//

1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 50.

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

11 53. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other
15 employment-related expenses, in violation of California Labor Code § 2802.

16 54. 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 seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

23 **NINTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

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

26 **(Against all DEFENDANTS)**

27 55. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 54.

1 56. Each and every one of DEFENDANTS' acts and omissions in violation of the
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
3 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
4 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
5 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
6 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
7 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
8 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
9 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
10 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
11 under California Business and Professions Code § 17200 et seq.

12 57. DEFENDANTS' violations of California wage and hour laws constitute a business
13 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
14 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
15 CLASS MEMBERS.

16 58. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
17 rest periods, and other benefits as required by the California Labor Code, the California Code of
18 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
19 record, report, and pay the correct sums of assessment to the state authorities under the California
20 Labor Code and other applicable regulations.

21 59. As a result of DEFENDANTS' unfair and unlawful business practices,
22 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
23 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
24 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
25 MEMBERS.

26 60. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
28 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and

1 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
2 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
3 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
4 jurisdiction of this Court.

5
6 **TENTH CAUSE OF ACTION**

7 **Representative Action for Civil Penalties**

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

9 **(Against All DEFENDANTS)**

10 62. PLAINTIFF incorporates herein by specific reference as though fully set forth the
11 allegations in all preceding paragraphs, with exception of the allegations in paragraph 18 and the
12 subparagraphs thereto.

13 63. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
14 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
15 current and former employees of DEFENDANTS pursuant to the procedures specified in
16 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
17 by DEFENDANTS and the alleged violations of the California Labor Code were committed
18 against PLAINTIFF and CLASS MEMBERS.

19 64. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
20 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
21 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
22 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a
23 representative action for the violations set forth above, including but not limited to violations of
24 California Labor Code §§ 201, 202, 203, 204, 221, 223, 224, 226, 226.7, 353, 510, 512, 1174,
25 1194, 1197, 1198, and 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award
26 of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

27 65. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice by
28 certified mail to the California Labor and Workforce Development Agency (“LWDA”) and

1 DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders
2 alleged to have been violated, including the facts and theories to support the alleged violations.
3 Within thirty-three (33) calendar of the postmark date of PLAINTIFF's notice letter, the LWDA
4 did not provide notice to PLAINTIFFS that it intends to investigate the alleged violations.

5 66. Therefore, PLAINTIFF has complied with all of the requirements set forth in California
6 Labor Code § 2699.3 to commence a representative action under PAGA.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
9 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
10 and each of them, as follows:

- 11 1. For compensatory damages in an amount to be ascertained at trial;
- 12 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
13 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 14 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
15 and IWC Wage Order No. 5-2001;
- 16 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 17 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
18 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
19 from engaging in the unlawful business practices complained of herein;
- 20 6. For waiting time penalties pursuant to California Labor Code § 203;
- 21 7. For statutory and civil penalties according to proof, including but not limited to all
22 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 23 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
24 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
25 provision providing for pre-judgment interest;
- 26 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
27 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
28 providing for attorneys' fees and costs;

- 1 10. For declaratory relief;
- 2 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
- 3 Seventh, Eighth, and Ninth Causes of Action as a class action;
- 4 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
- 5 counsel as class counsel; and
- 6 13. For such further relief that the Court may deem just and proper.

7

8 DATED: January 21, 2016

Respectfully submitted,

9 **MATERN LAW GROUP**

10

11 By: 

Matthew J. Matern
Dalia Khalili
Daniel J. Bass
Attorneys for Plaintiff
ANITA HARRIS, individually, and on
behalf of all other persons similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

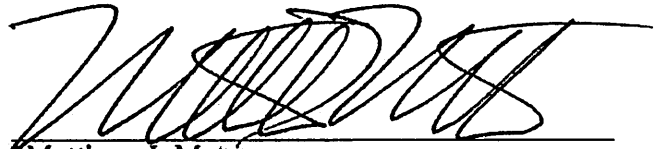
PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: January 20, 2016

Respectfully submitted,

MATERN LAW GROUP

By:



Matthew J. Matern

Dalia Khalili

Daniel J. Bass

Attorneys for Plaintiff

ANITA HARRIS, individually, and on
behalf of all other persons similarly situated