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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JEANNETTE GARCIA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

A. NGUYEN DENTAL CORPORATION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: **25STCV14903**

CLASS ACTION COMPLAINT:

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiff Jeannette Garcia (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants A. Nguyen Dental Corporation, and
6 Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code
7 violations and unfair business practices stemming from Defendants’ failure to pay minimum
8 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
9 permit rest periods, failure to maintain accurate records of hours worked and meal periods,
10 failure to timely pay all wages to terminated employees, failure to indemnify necessary business
11 expenses, and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of himself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Defendants own/owned and operate/operated an industry, business, and
19 establishment within the State of California, including Los Angeles County. As such, and based
20 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
21 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
22 Commission (“IWC”), and the California Business & Professions Code.

23 4. Despite these requirements, throughout the statutory period Defendants
24 maintained a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum
26 wages, and overtime wages in compliance with the California Labor Code
27 and IWC Wage Orders;
28

- 1 (b) Failing to provide employees with timely and duty-free meal periods in
2 compliance with the California Labor Code and IWC Wage Orders, failing
3 to maintain accurate records of all meal periods taken or missed, and
4 failing to pay an additional hour's pay for each workday a meal period
5 violation occurred;
- 6 (c) Failing to authorize and permit employees to take timely and duty-free rest
7 periods in compliance with the California Labor Code and IWC Wage
8 Orders, and failing to pay an additional hour's pay for each workday a rest
9 period violation occurred;
- 10 (d) Failing to indemnify employees for necessary business expenses incurred;
- 11 (e) Willfully failing to pay employees all minimum wages, overtime wages,
12 meal period premium wages, and rest period premium wages due within
13 the time period specified by California law when employment terminates;
14 and
- 15 (f) Failing to maintain accurate records of the hours that employees worked.
- 16 (g) Failing to provide employees with accurate, itemized wage statements
17 containing all the information required by the California Labor Code and
18 IWC Wage Orders.

19 5. On information and belief, Defendants, and each of them were on actual and
20 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
21 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
22 willful and deliberate.

23 6. At all relevant times, Defendants were and are legally responsible for all of the
24 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
25 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
26 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
27 "respondeat superior".
28

1 **THE PARTIES**

2 **A. Plaintiff**

3 7. Plaintiff is a California resident that worked for Defendants in the County of Los
4 Angeles, State of California as a dental assistant during the statutory period.

5 8. Plaintiff reserves the right to seek leave to amend this complaint to add new
6 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
7 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

8 **B. Defendants**

9 9. Plaintiff is informed and believes, and based upon that information and belief
10 alleges, that Defendants are:

- 11 (a) Business entities with their principal places of business in Los Angeles,
12 California.
- 13 (b) Business entities conducting business in numerous counties throughout the
14 State of California, including in Los Angeles County; and
- 15 (c) The former employers of Plaintiff, and the current and/or former employers
16 of the putative Class. Defendants suffered and permitted Plaintiff and the
17 Class to work, and/or controlled their wages, hours, or working conditions;
18 and
- 19 (d) At all times mentioned herein, Defendants are and were the joint employers
20 of Plaintiff and the Class.

21 10. Plaintiff does not currently know the true names or capacities of the persons or
22 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
23 names. Each of the Doe Defendants was in some manner legally responsible for the damages
24 suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set
25 forth the true names and capacities of these Defendants when they have been ascertained,
26 together with appropriate charging allegations, as may be necessary.

27 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
28 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,

1 and/or injured a significant number of the Plaintiff and the Class in the State of California.

2 12. Plaintiff is informed and believes and thereon alleges that at all relevant times
3 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
4 the other employees described in the class definitions below, and exercised control over their
5 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges
6 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
7 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
8 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
9 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
10 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
11 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
12 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
13 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
14 abetted the conduct of all other Defendants.

15 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 13. Plaintiff is a California resident who worked for Defendants in the County of Los
17 Angeles, State of California during the statutory period. During the statutory time period,
18 Defendants classified Plaintiff as a non-exempt employee. Plaintiff was typically scheduled to
19 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

20 14. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
21 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
22 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
23 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
24 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
25 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
26 Defendants was typical and illustrative.

27 15. Throughout the statutory period, Defendants maintained a policy and practice of
28 not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime

1 wages. Plaintiff and the Class were required to work off the clock, and uncompensated. For
2 example, After no longer permitting clocking in on cellular telephones, Plaintiff and the Class
3 were required to arrive early in order to undergo a process to clock into the work computers,
4 which took time, off the clock and uncompensated. Also, Plaintiff and the Class were sometimes
5 required to undergo COVID screening prior to clocking into work, off the clock and
6 uncompensated. Also, Plaintiff and the Class experienced interrupted meal breaks, but were not
7 compensated for this time. Also throughout the statutory period, Plaintiff and the Class received
8 non-discretionary bonuses, shift differentials, and other remuneration. However, Defendants
9 failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal
10 break premium rate of pay, and sick day rate of pay, leading to underpayment.

11 16. Throughout the statutory period, Defendants have wrongfully failed to provide
12 Plaintiff and the Class with legally compliant meal periods. Defendants sometimes, but not
13 always, required Plaintiff and the Class to work in excess of five consecutive hours a day without
14 providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of
15 work, or without compensating Plaintiff and the Class for meal periods that were not provided by
16 the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately
17 inform Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of
18 work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly,
19 Defendants' policy and practice was to not provide meal periods to Plaintiff and the Class in
20 compliance with California law.

21 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
22 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants
23 sometimes, but not always, required Plaintiff and the Class to work in excess of four consecutive
24 hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous
25 and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or
26 without compensating Plaintiff and the Class for rest periods that were not authorized or
27 permitted. Defendants also did not adequately inform Plaintiff and the Class of their right to take
28 a rest period. Moreover, Defendants did not have adequate policies or practices permitting or

1 authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or
2 practices regarding the timing of rest periods. Defendants also did not have adequate policies or
3 practices to verify whether Plaintiff and the Class were taking their required rest periods.
4 Further, Defendants did not maintain accurate records of employee work periods, and therefore
5 Defendants cannot demonstrate that Plaintiff and the Class took rest periods during the middle of
6 each work period. Accordingly, Defendants' policy and practice was to not authorize and permit
7 Plaintiff and the Class to take rest periods in compliance with California law.

8 18. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
9 Class to pay expenses that they incurred in direct discharge of their duties for Defendants without
10 reimbursement, such the use of personal cellular telephones for work purposes, the purchase of
11 items such as specific types of scrubs, the use of personal vehicles for work purposes, and the
12 maintenance of uniforms.

13 19. Throughout the statutory period, Defendants willfully failed and refused to timely
14 pay Plaintiff and the Class at the conclusion of their employment all wages for all minimum
15 wages, overtime wages, meal period premium wages, and rest period premium wages. Further,
16 Defendants did not pay Plaintiff and the Class their final paychecks immediately upon
17 termination.

18 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
19 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
20 and net wages earned (including correct hours worked, correct wages earned for hours worked,
21 correct overtime hours worked, correct wages for meal periods that were not provided in
22 accordance with California law, correct wages for rest periods that were not authorized and
23 permitted to take in accordance with California law, and Defendant's address). Further, the wage
24 statements do not show Defendant's address as required by California law. As a result of these
25 violations of California Labor Code § 226(a), the Plaintiff and the Class suffered injury because,
26 among other things:

- 27 (a) the violations led them to believe that they were not entitled to be paid
28 minimum wages, overtime wages, meal period premium wages, and rest

1 period premium wages to which they were entitled, even though they were
2 entitled;

- 3 (b) the violations led them to believe that they had been paid the minimum,
4 overtime, meal period premium, and rest period premium wages, even
5 though they had not been;
- 6 (c) the violations led them to believe they were not entitled to be paid
7 minimum, overtime, meal period premium, and rest period premium wages
8 at the correct California rate even though they were;
- 9 (d) the violations led them to believe they had been paid minimum, overtime,
10 meal period premium, and rest period premium wages at the correct
11 California rate even though they had not been;
- 12 (e) the violations hindered them from determining the amounts of minimum,
13 overtime, meal period premium, and rest period premium owed to them;
- 14 (f) in connection with their employment before and during this action, and in
15 connection with prosecuting this action, the violations caused them to have
16 to perform mathematical computations to determine the amounts of wages
17 owed to them, computations they would not have to make if the wage
18 statements contained the required accurate information;
- 19 (g) by understating the wages truly due them, the violations caused them to
20 lose entitlement and/or accrual of the full amount of Social Security,
21 disability, unemployment, and other governmental benefits;
- 22 (h) the wage statements inaccurately understated the wages, hours, and wages
23 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
24 Class were paid less than the wages and wage rates to which they were
25 entitled.

26 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
27 226(e), including actual damages.

1 **CLASS ACTION ALLEGATIONS**

2 21. Plaintiff brings certain claims individually, as well as on behalf of each and all
3 other persons similarly situated, and thus, seek class certification under California Code of Civil
4 Procedure § 382.

5 22. All claims alleged herein arise under California law for which Plaintiff seeks relief
6 authorized by California law.

7 23. The proposed Class consists of and is defined as:

8 All persons who worked for any Defendant in California as an hourly, non-
9 exempt employee at any time during the period beginning four years before the
10 filing of the initial complaint in this action and ending when notice to the Class
is sent.

11 24. At all material times, Plaintiff was a member of the Class.

12 25. Plaintiff undertakes this concerted activity to improve the wages and working
13 conditions of all Class Members.

14 26. There is a well-defined community of interest in the litigation and the Class is
15 readily ascertainable:

16 (a) Numerosity: The members of the Class (and each subclass, if any) are so
17 numerous that joinder of all members would be unfeasible and impractical.
18 The membership of the entire Class is unknown to Plaintiff at this time,
19 however, the Class is estimated to be greater than 100 individuals and the
20 identity of such membership is readily ascertainable by inspection of
21 Defendants' records.

22 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
23 the interests of each Class Member with whom there is a shared, well-
24 defined community of interest, and Plaintiff's claims (or defenses, if any)
25 are typical of all Class Members' claims as demonstrated herein.

26 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
27 the interests of each Class Member with whom there is a shared, well-
28

1 defined community of interest and typicality of claims, as demonstrated
2 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
3 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
4 the rules governing class action discovery, certification, and settlement.
5 Plaintiff has incurred, and throughout the duration of this action, will
6 continue to incur costs and attorneys' fees that have been, are, and will be
7 necessarily expended for the prosecution of this action for the substantial
8 benefit of each class member.

9 (d) Superiority: A Class Action is superior to other available methods for the
10 fair and efficient adjudication of the controversy, including consideration
11 of:

- 12 1) The interests of the members of the Class in individually
13 controlling the prosecution or defense of separate actions;
- 14 2) The extent and nature of any litigation concerning the controversy
15 already commenced by or against members of the Class;
- 16 3) The desirability or undesirability of concentrating the litigation of
17 the claims in the particular forum; and
- 18 4) The difficulties likely to be encountered in the management of a
19 class action.

20 (e) Public Policy Considerations: The public policy of the State of California
21 is to resolve the California Labor Code claims of many employees through
22 a class action. Indeed, current employees are often afraid to assert their
23 rights out of fear of direct or indirect retaliation. Former employees are
24 also fearful of bringing actions because they believe their former
25 employers might damage their future endeavors through negative
26 references and/or other means. Class actions provide the class members
27 who are not named in the complaint with a type of anonymity that allows
28 for the vindication of their rights at the same time as their privacy is

protected.

27. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

28. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a

1 class action;

2 (e) There is a community of interest in obtaining appropriate legal and
3 equitable relief for the statutory violations, and in obtaining adequate
4 compensation for the damages and injuries for which Defendants are
5 responsible in an amount sufficient to adequately compensate the members
6 of the Class for the injuries sustained;

7 (f) Without class certification, the prosecution of separate actions by
8 individual members of the class would create a risk of:

9 1) Inconsistent or varying adjudications with respect to individual
10 members of the Class which would establish incompatible standards
11 of conduct for Defendants; and/or

12 2) Adjudications with respect to the individual members which would,
13 as a practical matter, be dispositive of the interests of other
14 members not parties to the adjudications, or would substantially
15 impair or impede their ability to protect their interests, including but
16 not limited to the potential for exhausting the funds available from
17 those parties who are, or may be, responsible Defendants; and,

18 (g) Defendants have acted or refused to act on grounds generally applicable to
19 the Class, thereby making final injunctive relief appropriate with respect to
20 the class as a whole.

21 29. Plaintiff contemplates the eventual issuance of notice to the proposed members of
22 the Class that would set forth the subject and nature of the instant action. The Defendants' own
23 business records may be utilized for assistance in the preparation and issuance of the
24 contemplated notices. To the extent that any further notices may be required, Plaintiff would
25 contemplate the use of additional techniques and forms commonly used in class actions, such as
26 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
27 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.
28

1 **FIRST CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

3 30. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 20 in this Complaint.

5 31. "Hours worked" is the time during which an employee is subject to the control of
6 an employer, and includes all the time the employee is suffered or permitted to work, whether or
7 not required to do so.

8 32. At all relevant times herein mentioned, Defendants knowingly failed to pay to
9 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
10 compensation for each hour worked as alleged above, Defendants willfully violated the
11 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
12 Orders, which require such compensation to non-exempt employees.

13 33. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
14 non-overtime hours worked for Defendants.

15 34. By and through the conduct described above, Plaintiff and the Class have been
16 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

17 35. By virtue of the Defendants' unlawful failure to pay additional compensation to
18 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
19 suffered, and will continue to suffer, damages in amounts which are presently unknown to
20 Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which
21 will be ascertained according to proof at trial.

22 36. By failing to keep adequate time records required by California Labor Code §
23 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
24 compensation due Plaintiff and the Class.

25 37. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
26 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
27 wages.
28

1 38. California Labor Code section 204 requires employers to provide employees with
2 all wages due and payable twice a month. Throughout the statute of limitations period applicable
3 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates
4 required by law, including minimum wages. However, during all such times, Defendants
5 systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to
6 pay those wages twice a month.

7 39. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
8 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
9 218.5, 218.6, and 1194(a).

10 **SECOND CAUSE OF ACTION**

11 **(Against all Defendants for Failure to Pay Overtime Wages)**

12 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 20 in this Complaint.

14 41. California Labor Code § 510 provides that employees in California shall not be
15 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
16 they receive additional compensation beyond their regular wages in amounts specified by law.

17 42. California Labor Code §§ 1194 and 1198 provide that employees in California
18 shall not be employed more than eight hours in any workday unless they receive additional
19 compensation beyond their regular wages in amounts specified by law. Additionally, California
20 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
21 by the Industrial Welfare Commission is unlawful.

22 43. At all times relevant hereto, Plaintiff and the Class have worked more than eight
23 hours in a workday, as employees of Defendants.

24 44. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
25 overtime compensation for the hours they have worked in excess of the maximum hours
26 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class
27 are regularly required to work overtime hours.

28 45. By virtue of Defendants' unlawful failure to pay additional premium rate

1 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
2 Class have suffered, and will continue to suffer, damages in amounts which are presently
3 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
4 ascertained according to proof at trial.

5 46. By failing to keep adequate time records required by Labor Code § 1174(d),
6 Defendants have made it difficult to calculate the full extent of overtime compensation due to
7 Plaintiff and the Class.

8 47. Plaintiff and the Class also request recovery of overtime compensation according
9 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
10 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
11 California Labor Code and/or other statutes.

12 48. California Labor Code § 204 requires employers to provide employees with all
13 wages due and payable twice a month. The Wage Orders also provide that every employer shall
14 pay to each employee, on the established payday for the period involved, overtime wages for all
15 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
16 with all compensation due, in violation of California Labor Code § 204.

17 **THIRD CAUSE OF ACTION**

18 **(Against All Defendants for Failure to Provide Meal Periods)**

19 49. Plaintiff incorporates by reference and re-alleges as if fully stated herein
20 paragraphs 1 through 20 in this Complaint.

21 50. Under California law, Defendants have an affirmative obligation to relieve the
22 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
23 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
24 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
25 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
26 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
27 violation of Section 226.7 of the California Labor Code for an employer to require any employee
28 to work during any meal period mandated under any Wage Order.

1 51. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
2 and the Class with both meal periods as required by California law. By their failure to permit
3 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
4 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
5 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
6 the applicable Wage Orders.

7 52. Under California law, Plaintiff and the Class are entitled to be paid one hour of
8 additional wages for each workday he or she was not provided with all required meal period(s),
9 plus interest thereon.

10 **FOURTH CAUSE OF ACTION**

11 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

12 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 20 in this Complaint.

14 54. Defendants are required by California law to authorize and permit breaks of 10
15 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
16 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
17 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
18 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
19 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
20 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
21 the California Labor Code for an employer to require any employee to work during any rest
22 period mandated under any Wage Order.

23 55. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
24 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
25 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
26 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
27 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of
28 the California Labor Code and the applicable Wage Orders.

1 56. Under California law, Plaintiff and the Class are entitled to be paid one hour of
2 premium wages rate for each workday he or she was not provided with all required rest break(s),
3 plus interest thereon.

4 **FIFTH CAUSE OF ACTION**

5 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

6 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein
7 paragraphs 1 through 20 in this Complaint.

8 58. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
9 failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and
10 losses incurred in direct consequence of the discharge of their duties or of their obedience to
11 directions of Defendants.

12 59. As a result, Plaintiff and the Class were damaged at least in the amounts of the
13 expenses they paid, or which were deducted by Defendants from their wages.

14 60. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
15 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
16 2802(b).

17 **SIXTH CAUSE OF ACTION**

18 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
19 **Penalties)**

20 61. Plaintiff incorporates by reference and re-alleges as if fully stated herein
21 paragraphs 1 through 20 in this Complaint.

22 62. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
23 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
24 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
25 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
26 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
27 quit, in which case the employee is entitled to his or her wages at the time of quitting.

63. Within the applicable statute of limitations, the employment of Plaintiff and many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

64. Defendants' failure to pay Plaintiff and those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

65. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

66. Plaintiff and the Class are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

67. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

68. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

69. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement

1 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
2 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
3 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
4 on written orders of the employee may be aggregated and shown as one item, (5) net wages
5 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
6 employee and the last four digits of his or her social security number or an employee
7 identification number other than a social security number, (8) the name and address of the legal
8 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
9 the corresponding number of hours worked at each hourly rate by the employee.

10 70. Defendants have intentionally and willfully failed to provide employees with
11 complete and accurate wage statements. The deficiencies include, among other things, the
12 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
13 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

14 71. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
15 and the Class have suffered injury and damage to their statutorily-protected rights.

16 72. Specifically, Plaintiff and the members of the Class have been injured by
17 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
18 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
19 statements under California Labor Code § 226(a).

20 73. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
21 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
22 a result of having to bring this action to attempt to obtain correct wage information following
23 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
24 laws and regulations.

25 74. Plaintiff and the Class are entitled to recover from Defendants their actual
26 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

27 75. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
28 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor

Code § 226(h).

EIGHTH CAUSE OF ACTION

(Against all Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

76. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

77. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

78. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

79. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

80. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum Wages

81. Defendants’ failure to pay minimum wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

82. Defendants’ failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity

1 prohibited by California Business & Professions Code §§ 17200, *et seq.*

2 **Failure to Maintain Accurate Records of All Hours Worked**

3 83. Defendants' failure to maintain accurate records of all hours worked in accordance
4 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
5 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

6 **Failure to Provide Meal Periods**

7 84. Defendants' failure to provide meal periods in accordance with California Labor
8 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
9 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

10 **Failure to Authorize and Permit Rest Periods**

11 85. Defendants' failure to authorize and permit rest periods in accordance with
12 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
13 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

14 **Failure to Indemnify Necessary Business Expenses**

15 86. Defendants' failure to indemnify employees for necessary business expenses in
16 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
17 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
18 17200, *et seq.*

19 **Failure to Provide Accurate Itemized Wage Statements**

20 87. Defendants' failure to provide accurate itemized wage statements in accordance
21 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
22 prohibited by California Business & Professions Code §§ 17200, *et seq.*

23 88. By and through their unfair, unlawful and/or fraudulent business practices
24 described herein, the Defendants, have obtained valuable property, money and services from
25 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
26 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

27 89. Plaintiff and the Class Members suffered monetary injury as a direct result of
28 Defendants' wrongful conduct.

1 90. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
2 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
3 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
4 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
5 the Class are not obligated to establish individual knowledge of the wrongful practices of
6 Defendants in order to recover restitution.

7 91. Plaintiff, individually, and on behalf of members of the putative class, are further
8 entitled to and do seek a declaration that the above described business practices are unfair,
9 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
10 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
11 practices in the future.

12 92. Plaintiff, individually, and on behalf of members of the putative class, have no
13 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
14 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
15 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
16 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
17 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
18 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

19 93. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
20 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
21 withholdings.

22 94. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
23 and putative Class Members are entitled to restitution of the wages withheld and retained by
24 Defendants during a period that commences four years prior to the filing of this complaint; a
25 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
26 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
27 1021.5 and other applicable laws; and an award of costs.
28

1 **PRAYER FOR RELIEF**

2 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
3 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
4 follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action with respect to the First, Second,
7 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
8 2. That Plaintiff be appointed as the representative of the Class; and
9 3. That counsel for Plaintiff be appointed as Class Counsel.

10 **As to the First Cause of Action**

- 11 4. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
13 minimum wages due;
14 5. For general unpaid wages as may be appropriate;
15 6. For pre-judgment interest on any unpaid compensation commencing from the date
16 such amounts were due;
17 7. For liquidated damages;
18 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
19 California Labor Code § 1194(a); and,
20 9. For such other and further relief as the Court may deem equitable and appropriate.

21 **As to the Second Cause of Action**

- 22 10. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
24 overtime wages due;
25 11. For general unpaid wages at overtime wage rates as may be appropriate;
26 12. For pre-judgment interest on any unpaid overtime compensation commencing
27 from the date such amounts were due;
28 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 1194(a); and,

2 14. For such other and further relief as the Court may deem equitable and appropriate.

3 As to the Third Cause of Action

4 15. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

6 16. For unpaid meal period premium wages as may be appropriate;

7 17. For pre-judgment interest on any unpaid compensation commencing from the date
8 such amounts were due;

9 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
10 and for costs of suit incurred herein; and

11 19. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Fourth Cause of Action

13 20. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

15 21. For unpaid rest period premium wages as may be appropriate;

16 22. For pre-judgment interest on any unpaid compensation commencing from the date
17 such amounts were due;

18 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
19 and for costs of suit incurred herein; and

20 24. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Fifth Cause of Action

22 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
23 2802 and the IWC Wage Orders;

24 26. For general unpaid wages and reimbursement of business expenses as may be
25 appropriate;

26 27. For pre-judgment interest on any unpaid compensation commencing from the date
27 such amounts were due;

28 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

31. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

32. For pre-judgment interest on any unpaid wages from the date such amounts were due;

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

38. For reasonable attorneys' fees and for costs of suit incurred herein; and

39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiff and all Class Members and
prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all
funds disgorged from Defendants and determined to have been wrongfully acquired by
Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
California Code of Civil Procedure § 1021.5;

44. For injunctive relief to ensure compliance with this section, pursuant to California
Business & Professions Code §§ 17200, *et seq.*; and,

45. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

46. For any additional relief that the Court deems just and proper.

Dated: May 20, 2025

Respectfully submitted,

MOON LAW GROUP, PC

By: 

Kane Moon
Allen Feghali
Enzo Nabiev
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: May 20, 2025

MOON LAW GROUP, PC

By: 

Kane Moon
Allen Feghali
Enzo Nabiev
Attorneys for Plaintiff