

1 David Alami (State Bar No. 314628)
2 david@alamilawgroup.com
3 Shaheen Anthony Etemadi (State Bar No. 319138)
4 shawn@alamilawgroup.com
5 **ALAMI LAW GROUP**
6 620 Newport Center Drive, Suite 1100
7 Newport Beach, CA 92660
8 Telephone: 949-287-3594

9 Attorneys for Plaintiff ALMA CAMARENA

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/28/2023 6:36 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

ALMA CAMARENA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ALEX G. GLADKOV DENTAL
CORPORATION; ALEX GLADKOV, A
PROFESSIONAL DENTAL
CORPORATION; INSTADENT,
DENTAL GROUP OF ALEX
GLADKOV, DDS, INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23STCV15144

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or
Compensation in Lieu Thereof;
3. Failure to Permit Rest Periods or Provide
Compensation in Lieu Thereof;
4. Failure to Reimburse Business Expenses;
5. Failure to Provide Accurate Itemized Wage
Statements;
6. Waiting Time Penalties;
7. Violations of the Unfair Competition Law;
and
8. PAGA Civil Penalties (Labor Code § 2698 *et*
seq.).

JURY TRIAL DEMANDED

1
2 Plaintiff ALMA CAMARENA (“Plaintiff”), individually, on behalf of all others similarly
3 situated, other aggrieved employees, and the State of California brings this Class and
4 Representative Action Complaint (“Complaint”) against Defendants ALEX G. GLADKOV
5 DENTAL CORPORATION; ALEX GLADKOV, A PROFESSIONAL DENTAL
6 CORPORATION; INSTADENT, DENTAL GROUP OF ALEX GLADKOV, DDS, INC.; and
7 DOES 1-10 inclusive (collectively, “Defendants”), and hereby alleges with knowledge with
8 respect to her own acts and on information and belief as to other matters as follows:

9 **INTRODUCTION**

10 1. Plaintiff brings this putative class action against Defendants, on behalf of herself
11 individually and a putative class of California citizens who are and were employed by Defendants
12 as non-exempt employees throughout California during the Class Period (collectively the “Class”
13 or “Class Members”). The term Class Period is defined as four (4) years prior to the filing of this
14 action to the date of class certification.

15 2. Plaintiff also brings this representative action pursuant to the Private Attorneys
16 General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf
17 of herself individually and other aggrieved employees who are and were employed by Defendants
18 as non-exempt employees throughout California during the PAGA Period. The term PAGA
19 Period is defined as one (1) year prior to Plaintiff’s notice of Labor Code violations to the Labor
20 and Workforce Development Agency (“LWDA”) and Defendants until judgment.

21 3. Defendants have engaged in a systematic pattern of wage and hour violations
22 under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage Orders, and
23 California Business and Professions Code that have damaged Plaintiff and Class Members, and
24 contribute to Defendants’ deliberate unfair competition.

25 4. On information and belief, Defendants have violated and continue to violate state
26 wage and hour laws by, among other things:

- 27 a. failing to pay all wages (including minimum, regular, overtime, and double time
28 wages);

- b. failing to provide lawful meal periods or compensation in lieu thereof;
- c. failing to authorize or permit rest breaks or provide compensation in lieu thereof;
- d. failing to provide accurate itemized wage statements;
- e. failing to pay all wages due upon separation of employment; and
- f. failing to reimburse business expenses.

5. Plaintiff seeks monetary relief against Defendants on behalf of herself and the putative class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys' fees, costs, and penalties pursuant to Labor Code sections 201-204, 206, 210, 226, 226.7, 227.3, 246, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, and California Code of Civil Procedure section 1021.5.

JURISDICTION AND VENUE

6. This is a class action pursuant to California Code of Civil Procedure section 382 and representative action under PAGA. The monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law. The Court also has jurisdiction over certain causes of action pursuant to California Business & Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction for enforcement of this statute in any court of competent jurisdiction.

8. This Court has general or specific personal jurisdiction over all Defendants.

9. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or have an agent or agents in this County, and the acts and omissions alleged herein took place in this County.

PARTIES

10. Plaintiff ALMA CAMARENA is an individual residing in California. Defendants employed Plaintiff as a non-exempt hourly employee during the Class Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action. Plaintiff worked for Defendants as a general assistant and orthodontic assistant and her job duties included taking pictures, x-rays, impressions and model scans, keeping track of inventory, setting up appointments, as well as marketing duties at various sites in Los Angeles County.

11. Defendant ALEX G. GLADKOV DENTAL CORPORATION is a California corporation doing business throughout the state of California and provides dental and orthodontic services throughout Southern California, including Los Angeles County. ALEX G. GLADKOV DENTAL CORPORATION is, and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of ALEX G. GLADKOV DENTAL CORPORATION that are complained of by way of this Complaint were implemented during the Class Period.

12. Defendant ALEX GLADKOV, A PROFESSIONAL DENTAL CORPORATION is a California corporation doing business throughout the state of California and provides dental and orthodontic services throughout Southern California, including Los Angeles County. ALEX GLADKOV, A PROFESSIONAL DENTAL CORPORATION is, and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of ALEX GLADKOV, A PROFESSIONAL DENTAL CORPORATION that are complained of by way of this Complaint were implemented during the Class Period.

13. Defendant INSTADENT, DENTAL GROUP OF ALEX GLADKOV, DDS, INC. is a California corporation doing business throughout the state of California and provides dental and orthodontic services throughout Southern California, including Los Angeles County. INSTADENT, DENTAL GROUP OF ALEX GLADKOV, DDS, INC. is, and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of INSTADENT, DENTAL GROUP

1 OF ALEX GLADKOV, DDS, INC. that are complained of by way of this Complaint were
2 implemented during the Class Period.

3 14. Plaintiff is informed, believes and on that basis alleges, that at all relevant times
4 mentioned in this Complaint, Defendants were and are employers and/or joint employers of
5 Plaintiff and Plaintiff and Class Members as defined in and subject to the Labor Code and IWC
6 Wage Orders.

7 15. Defendant Does 1 through 10, are sued under fictitious names pursuant to Code of
8 Civil Procedure section 474. Plaintiff will seek leave of court to amend this Complaint in the
9 event such names and identities are ascertained. Plaintiff is informed and believes, and on that
10 basis alleges, that each of the fictitiously named defendants is and/or was responsible in some
11 manner for, gave consent to, ratified, and/or authorized the conduct alleged herein, thereby
12 causing damage to Plaintiff and Class Members. At all relevant times mentioned in this
13 Complaint, all defendants acted as agents of all other defendants in committing the acts alleged in
14 this Complaint.

15 16. On information and belief, Plaintiff alleges that each defendant directly or
16 indirectly, through agents or other persons or entities, employed and/or exercised control over the
17 wages, hours and working conditions of Plaintiff and Class Members. Plaintiff further alleges that
18 each defendant acted in all respects pertinent to this action as the agent of the other defendants,
19 carried out in a joint scheme, plan or policy, such that that the acts of each defendant are legally
20 attributable to all other defendants. Plaintiff is informed and believes, and on that basis alleges,
21 that Defendants are alter egos of each other and in all respects acted as the employers and/or joint
22 employers of Plaintiff and Class Members.

23 17. At all relevant times herein, Defendants were agents of each other and acting
24 within the course and scope of their agency.

25 **CLASS ALLEGATIONS**

26 18. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382
27 on behalf of herself and all others similarly situated who were injured by Defendants' violations
28

of the Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during the Class Period.

19. Plaintiff's proposed Class consists of and is defined as follows:

Class

All current and former non-exempt employees employed by Defendants in the State of California within four (4) years prior to the commencement of this action to the date of class certification.

20. Plaintiff also seeks to certify the following Subclass:

Waiting Time Subclass

All Class Members who separated from their employment with Defendants at any time within three years prior to the filing of this action to the date of class certification ("Subclass" or "Waiting Time Subclass").

21. Members of the Class and Subclass described above will be collectively referred to as "Class Members."

22. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish additional subclasses, or modify or re-define any class or subclass definition as appropriate based on investigation, discovery, and specific theories of liability.

23. There is a well-defined community of interest in this litigation and the proposed Class and Subclass are readily ascertainable.

24. **Commonality:** This action has been brought and may properly be maintained as a class action under the California Code of Civil Procedure section 382 because there are common questions of law and fact as to the Class Members that predominate over any questions affecting only individual members including, but not limited to, the following:

- (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum, regular, overtime, and double time wages) for all hours worked;
- (b) Whether Defendants' rounding policy and practice favored Defendants by systematically undercompensating Plaintiff and Class Members;
- (c) Whether Defendants included all remunerations when calculating Plaintiff's and

1 Class Members' regular rate of pay for purposes of paying overtime and double
2 time, meal and rest premiums, vacation pay, and sick pay;

3 (d) Whether Defendants provided Plaintiff and Class Members with compliant meal
4 periods or paid compensation in lieu thereof;

5 (e) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff
6 and Class Members or paid compensation in lieu thereof;

7 (f) Whether Defendants failed to provide Plaintiff and Class Members with accurate
8 itemized wage statements;

9 (g) Whether Defendants failed to timely pay the Plaintiff and Class Members all
10 wages due immediately upon termination or within 72 hours of resignation;

11 (h) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary
12 business expenditures;

13 (i) Whether Defendants' conduct was willful or reckless; and

14 (j) Whether Defendants engaged in unfair business practices in violation of Business
15 and Professions Code sections 17200, *et seq.*

16 25. There is a well-defined community of interest. Further, Plaintiff and Class
17 Members have suffered common injuries as a result of Defendants' systemic employment policies
18 and practices. Looking to Defendants' employment policies and practices, the Court can
19 adjudicate the lawfulness of those policies and practices on a class-wide basis, according to proof,
20 and issue an award to Plaintiff and Class Members accordingly. In addition, answers to common
21 questions raised in this Complaint will advance resolution of each individual Class Member's
22 claims.

23 26. **Numerosity:** The Class Members are so numerous that joinder of all members is
24 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at
25 this time, on information and belief, the class is estimated to be greater than 100 individuals.

26 27. **Ascertainability:** The identities of the Class Members are readily ascertainable by
27 inspection of Defendants' employment and payroll records.
28

1 28. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of
2 the Class Members because Defendants' failure to comply with the provisions of California's
3 wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The
4 injuries sustained by Plaintiff are also typical of the injuries sustained by Class Members because
5 they arise out of and are caused by Defendants' common course of conduct as alleged herein.

6 29. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests
7 of all Class Members because it is in Plaintiff's best interest to prosecute the claims alleged
8 herein to obtain full compensation and penalties due to Plaintiff and the Class Members.
9 Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large
10 employment class actions and versed in the rules governing class action discovery, certification,
11 and settlement. Plaintiff has incurred and, throughout the duration of this action, will continue to
12 incur attorneys' fees and costs that have been and will be necessarily expended for the
13 prosecution of this action for the substantial benefit of the Class Members.

14 30. **Superiority:** The nature of this action makes use of class action adjudication
15 superior to other methods. A class action will achieve economies of time, effort, and expense as
16 compared with separate lawsuits and will avoid inconsistent outcomes because the same issues
17 can be adjudicated in the same manner for the entire Class and Subclass at the same time. If
18 appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case
19 as a class action.

20 31. **Public Policy Considerations:** Employers in the State of California violate
21 employment and labor laws every day. Current employees are often afraid to assert their rights
22 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
23 because they believe their former employers might damage their future endeavors through
24 negative references and/or other means. Class actions provide class members who are not named
25 in the Complaint with a type of anonymity that allows for the vindication of their rights while
26 affording them privacy protections.

27 //

28 //

- 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

33. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were advised by skilled lawyers, employees and other professionals who were knowledgeable about California wage and hour law, employment and personnel practices, and the requirements under California law.

35. Through this action, Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour violations under the Labor Code and IWC Wage Orders. Defendants committed the violations set forth in this Complaint against all Aggrieved Employees, continuing through the present date. Defendants maintained non-compliant employment policies and practices which were applied to Plaintiff and all other Aggrieved Employees.

36. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive at least minimum wages, wages at their regular rate of pay, overtime wages, and double time wages and that they were not receiving minimum, regular, overtime, and double time wages for all work that was required to be performed. In violation of the Labor Code, Defendants failed to pay the minimum, regular, overtime, and double time rate of pay to Plaintiff and other Class Members for all hours worked. During the Class Period, Plaintiff and other Class Members regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours per workweek. Defendants failed to pay Class Members for all hours worked at the proper rates by requiring Plaintiff and other Class Members to clock out for meal periods and continue working without compensation, and perform work such as communicating with Defendants' supervisors

1 while clocked out for their shifts without compensation. Further, Defendants rounded Plaintiff's
2 and other Class Members' hours worked, thereby depriving them of compensation for time
3 worked during their shifts. Defendants' rounding practice systematically undercompensated
4 Plaintiff and other Class Members and favored Defendants rather than the employees. Defendants
5 also failed to include additional remunerations such as bonuses, commissions, and/or other
6 incentive pay in the regular rate of pay for purposes of paying overtime, meal and rest premiums,
7 vacation pay, or sick pay. As such, Defendants failed to pay Plaintiff and other Class Members
8 minimum, regular, overtime, and/or double time wages for all hours worked in violation of Labor
9 Code sections 204, 206, 210, 227.3, 246, 510, 558, 1194, 1197, 1197.1, and 1198 and the
10 applicable Industrial Welfare Commission ("IWC") Wage Orders.

11 **37. Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges,
12 that Defendants knew or should have known that Plaintiff and Class Members were entitled to
13 receive a timely, off-duty, uninterrupted 30-minute meal period for every five (5) hours of work,
14 or payment of one (1) additional hour of pay at their regular rate of pay when they did not receive
15 a compliant meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and
16 Class Members did not receive compliant meal periods due to Defendants' workload,
17 understaffing, and unlawful policies and practices. Specifically, Plaintiff and other Class
18 Members were on-duty during their meal periods and had their meal periods regularly interrupted.
19 For example, due to understaffing and Defendants' fast-paced environment, Plaintiff and other
20 Class Members would often be required to work through their meal periods. Further, Defendants
21 rounded Plaintiff's and Class Members' meal periods. Defendants also failed to provide second
22 meal periods when Plaintiff and other Class Members worked over 10 hours. Despite the
23 aforementioned meal period violations, Defendants failed to compensate Plaintiff and other Class
24 Members with an additional hour of pay at their regular rate for every day in which they suffered
25 a meal period violation. Accordingly, Defendants violated Labor Code sections 226.7 and 512,
26 and the applicable IWC Wage Orders.

27 **38. Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges,
28 that Defendants knew or should have known that Plaintiff and Class Members were entitled to

1 receive a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major
2 fraction thereof, or payment of one additional hour of pay at their regular rate of pay when they
3 were not permitted to take a compliant rest period. In violation of the Labor Code and IWC Wage
4 Orders, Plaintiff and Class Members were not permitted to take compliant rest breaks due to
5 Defendants' understaffing, busy workload, and unlawful policies and practices as explained
6 above. Specifically, Plaintiff and other Class Members regularly had their rest breaks shortened,
7 interrupted, and/or missed altogether due to Defendants' practice of understaffing, prioritizing
8 work demands over taking compliant breaks, and failing to implement a rest break policy.
9 Defendants also failed to adopt and implement a practice of providing third rest breaks when
10 Plaintiff and other Class Members worked over 10 hours. Notwithstanding the above rest break
11 violations, Defendants failed to compensate Plaintiff and other Class Members with an additional
12 hour of pay at their regular rate for every day in which they suffered a rest period violation.
13 Accordingly, Defendants violated Labor Code section 226.7 and the applicable IWC Wage
14 Orders.

15 **39. Unreimbursed Business Expenses:** Plaintiff is informed and believes, and
16 thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members
17 were entitled to reimbursements for their necessary work-related business expenses. In violation
18 of the Labor Code and IWC Wage Orders, Defendants failed to reimburse Plaintiff and other
19 Class Members for all necessary business expenses incurred for Defendants' benefit. For
20 example, Defendants required Plaintiff and other Class Members to use their personal cellular
21 phones for work purposes, such as communicating with Defendants' supervisors, without
22 reimbursement for a reasonable portion of their cellular phone bills. In addition, Plaintiff and
23 other Class Members were required to use their personal vehicles to commute to and from
24 Defendants' various offices and various marketing locations throughout Southern California to
25 complete work-related duties, without any reimbursement for mileage and related costs.
26 Accordingly, Defendants violated Labor Code sections 2800 and 2802 and the applicable IWC
27 Wage Orders.

28 //

1 40. **Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges,
2 that Defendants knew or should have known that Plaintiff and Class Members who separated
3 from their employment with Defendants during the statutory period were entitled to timely
4 payment of all wages due. In violation of the Labor Code, Plaintiff and Waiting Time Class
5 Members did not receive payment of all wages owed upon separation within the permissible time
6 period due to, *inter alia*, Defendants' failure to pay all wages, meal and rest period premiums, and
7 reimburse expenses to Plaintiff and Class Members. Thus, Defendants violated Labor Code
8 sections 201-203 and the applicable IWC Wage Orders.

9 41. **Wage Statement Violations:** Plaintiff is informed and believes, and thereon
10 alleges that Defendants knew or should have known that Plaintiff and Class Members were
11 entitled to receive complete and accurate wage statements. In violation of the Labor Code and
12 IWC Wage Orders, Plaintiff and Class Members were not furnished with complete and accurate
13 wage statements that show all of the information required by Labor Code section 226, including,
14 but not limited to, the gross and net wages earned, the total hours worked, all applicable hourly
15 rates in effect during the pay period, and the corresponding number of hours worked at each
16 hourly rate. As a result, Defendants violated Labor Code sections 226 and 226.3 and the
17 applicable IWC Wage Orders.

18 42. **Failure to Keep Accurate Records:** Plaintiff is informed and believes, and
19 thereon alleges, that Defendants knew or should have known that Defendants were required to
20 keep accurate records of the hours worked by Plaintiff and Class Members. In violation of the
21 California Labor Code, Defendants failed to maintain accurate records of hours worked by
22 Plaintiff and Class Members due to the unlawful practices mentioned above. Consequently,
23 Defendants violated Labor Code sections 1174 and 1174.5 and the applicable IWC Wage Orders.

24 43. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
25 described throughout this Complaint were willful.

26 //

27 //

28 //

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES**

3 **(Against All Defendants)**

4 44. Plaintiff incorporates by reference the allegations in all paragraphs in this
5 Complaint as though fully set forth herein.

6 45. At all relevant times, Defendants had a duty to comply with Labor Code sections
7 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC Wage Orders and
8 California Code of Regulations.

9 46. Labor Code section 204 and the IWC Wage Orders require timely payment of all
10 wages owed on regularly scheduled paydays at least twice during each calendar month, on days
11 designated in advance by the Defendants as the regular paydays. All wages in earned in excess of
12 the normal work period must be paid no later than the payday for the next regular payroll period.

13 47. Labor Code section 206 provides that in case of a dispute over wages, the
14 Defendants shall pay, without condition and promptly under the Labor Code all wages conceded
15 due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance
16 claimed.

17 48. Labor Code section 227.3 provides “whenever a contract of employment or
18 employer policy provides for paid vacations, and an employee is terminated without having taken
19 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
20 accordance with such contract of employment or employer policy respecting eligibility or time
21 served; provided, however, that an employment contract or employer policy shall not provide for
22 forfeiture of vested vacation time upon termination.

23 49. Labor Code section 246 provides that employees that work in California for the
24 same employer for 30 or more days within a year from the commencement of employment is
25 entitled to paid sick days.

26 50. At all times relevant, Labor Code section 510, and applicable sections of the
27 California Code of Regulations and the IWC Wage Orders applied to Plaintiff’s work with
28 Defendants and continue to apply to Class Members’ employment with Defendants. Labor Code

1 section 510 and applicable provisions of the California Code of Regulations and IWC Wage
2 Orders state that any work performed in excess of eight hours in a workday and/or 40 hours in a
3 workweek must be paid at one and one-half times the employee's regular rate of pay. Any work
4 performed in excess of 12 hours in a workday must be compensated at the rate of no less than
5 twice the regular rate of pay for an employee.

6 51. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid
7 to all employees in California for all hours worked. Local minimum wage ordinances, may
8 provide for higher minimum wage rates that must be paid to employees for all hours worked in
9 those locales where each local ordinance is in effect. Labor Code section 1197 affirms that it is
10 unlawful to pay less than the state or local minimum wage, whichever is higher, for any hour of
11 work.

12 52. Labor Code section 1194 provides that any employee receiving less than the legal
13 minimum wage or the legal overtime compensation applicable to the employee is entitled to
14 recover in a civil action the unpaid balance of the full amount of the minimum wage or overtime
15 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

16 53. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an
17 amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

18 54. Labor Code section 1198 prohibits Defendants' from employing for longer hours
19 or less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as
20 otherwise set by the Labor Commissioner.

21 55. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
22 Plaintiff and Class Members regularly worked more than eight (8), 10, and/or 12 hours per
23 workday, and/or more than 40 hours per workweek.

24 56. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
25 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including
26 minimum, regular, overtime, and double time wages as well as earned commissions), due to
27 Defendants' practices of failing to pay wages for all hours worked, unlawfully rounding time
28 worked, requiring off-the-clock work including during purported meal periods, failing to pay the

1 proper rate of pay, and failing to pay earned commissions, among other things.

2 57. As a direct and proximate result of Defendants' unlawful conduct, as set forth
3 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including
4 loss of earnings from minimum, regular, and overtime, and double time compensation due, in an
5 amount to be established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to
6 statute.

7 58. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
8 conduct described herein, have committed an "intentional theft of wages in an amount greater
9 than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred
10 fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-
11 month period" within the meaning of California Penal Code section 487m. Specifically,
12 Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in
13 Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other
14 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or
15 other compensation is due to the employee under the law. Plaintiff and the Class Members she
16 seeks to represent are thus entitled to recover from Defendants treble damages and costs,
17 including reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

18 59. WHEREFORE, Plaintiff and the Class Members she seeks to represent request
19 relief as described herein and below.

20 **SECOND CAUSE OF ACTION**

21 **MEAL PERIOD VIOLATIONS**

22 **(Against All Defendants)**

23 60. Plaintiff incorporates by reference the allegations in all paragraphs in this
24 Complaint as though fully set forth herein.

25 61. At all relevant times, Defendants had a duty to comply with Labor Code sections
26 226.7 and 512, and the applicable IWC Wage Orders.

27 62. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
28 employing any person for a work period of more than 5 hours per day without providing the

1 employee with a meal period of not less than 30 minutes (commencing before the employee's
2 fifth hour of work), except that if the total work period per day is no more than 6 hours, the meal
3 period may be waived by mutual consent of the employer and employee. A second meal period of
4 not less than 30 minutes is required if an employee works more than 10 hours per day and must
5 begin before the employee's tenth hour of work, except if the total hours worked is no more than
6 12 hours, the second meal period may be waived by mutual consent of the employer and
7 employee, but only if the first meal period was not waived. An employer must relieve an
8 employee of all duties during meal periods.

9 63. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of
10 all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal
11 period and counted as time worked."

12 64. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
13 requiring any employee to work during a meal period mandated by any California statute,
14 regulation, standard or order. If an employer fails to provide an employee with a meal period in
15 accordance with state law, Labor Code section 226.7(c) and the IWC Wage Orders require that
16 the employer pay the employee one additional hour of pay at the employee's regular rate of
17 compensation for each workday that the meal period is noncompliant.

18 65. During the relevant time period, Plaintiff and Class Members did not receive
19 compliant meal periods for working more than five (5) hours and/or 10 hours per day because
20 their meal periods were late, interrupted, short, missed, and/or on-duty.

21 66. During the relevant time period, Defendants failed to pay Plaintiff and Class
22 Members meal period premiums for noncompliant meal periods pursuant to Labor Code section
23 226.7(b) and the applicable IWC Wage Order.

24 67. As a result of Defendants' failure to provide compliant meal periods and pay meal
25 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and
26 Labor Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a
27 loss of wages and compensation.

28 68. Because Plaintiff and Class Members were and/or are entitled to such meal periods

1 or “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount
2 according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will
3 also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount
4 according to proof.

5 69. Under Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys’ fees
6 and costs from Defendants in an amount subject to proof and approved by the Court.

7 70. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
8 conduct described herein, have committed an “intentional theft of wages in an amount greater
9 than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred
10 fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-
11 month period” within the meaning of California Penal Code section 487m. Specifically,
12 Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in
13 Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other
14 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or
15 other compensation is due to the employee under the law. Plaintiff is informed, believes, and
16 thereon alleges that meal period premiums are wages, gratuities, benefits, or other compensation
17 within the meaning of California Penal Code section 487m. Plaintiff and the Class Members she
18 seeks to represent are thus entitled to recover from Defendants treble damages and costs,
19 including reasonable attorneys’ fees, pursuant to California Penal Code section 496(c).

20 **THIRD CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(Against All Defendants)**

23 71. Plaintiff incorporates by reference the allegations in all paragraphs in this
24 Complaint as though fully set forth herein.

25 72. At all relevant times, Defendants had a duty to comply with Labor Code section
26 226.7 and the applicable IWC Wage Orders.

27 73. The IWC Wage Orders require employers to authorize and permit all employees to
28 take 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

1 74. If an employer fails to provide an employee with a rest period in accordance with
2 California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer
3 pay the employee one additional hour of pay at the employee's regular rate of compensation for
4 each workday that the rest period is noncompliant.

5 75. During the relevant time period, Defendants failed to provide compliant rest
6 breaks. Specifically, Plaintiff and Class Members had their rest breaks rounded, missed, short,
7 and/or on-duty. Consequently, Plaintiff and Class Members did not receive a 10-minute rest
8 period for every four (4) hours worked or major fraction thereof.

9 76. During the relevant time period, Defendants failed to pay Plaintiff and Class
10 Members rest period premiums for noncompliant rest periods pursuant to Labor Code section
11 226.7(b) and the applicable IWC Wage Order.

12 77. As a result of Defendants' failure to provide compliant rest periods and pay rest
13 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and
14 Labor Code sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a
15 loss of wages and compensation.

16 78. Because Plaintiff and Class Members were and/or are entitled to such rest periods
17 or "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount
18 according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will
19 also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount
20 according to proof.

21 79. Under Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys' fees
22 and costs from Defendants in an amount subject to proof and approved by the Court.

23 80. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
24 conduct described herein, have committed an "intentional theft of wages in an amount greater
25 than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred
26 fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-
27 month period" within the meaning of California Penal Code section 487m. Specifically,
28 Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in

1 Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other
2 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or
3 other compensation is due to the employee under the law. Plaintiff is informed, believes, and
4 thereon alleges that rest period premiums are wages, gratuities, benefits, or other compensation
5 within the meaning of California Penal Code section 487m. Plaintiff and the Class Members she
6 seeks to represent are thus entitled to recover from Defendants treble damages and costs,
7 including reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

10 **(Against All Defendants)**

11 81. Plaintiff hereby re-alleges and incorporates by reference the allegations in all
12 paragraphs in this Complaint as though fully set forth herein.

13 82. At all relevant times, Defendants had a duty to comply with Labor Code
14 sections 2800 and 2802. Defendants failed to comply with these indemnification and
15 reimbursement requirements with respect to Plaintiff and Class Members.

16 83. Labor Code section 2800 requires employers to indemnify employees for losses
17 caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and
18 Class Members failed to request, demand, notify or otherwise seek reimbursement for their
19 expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class
20 Members due to their own negligence.

21 84. Labor Code section 2802(a) requires that employers indemnify and reimburse
22 employees for all business expenses, which are defined as all necessary expenditures or losses
23 incurred by the employee in direct consequence of the discharge of the employee's duties or
24 otherwise incurred based on the employee's obedience to the employer's directions. Labor Code
25 section 2802(b) authorizes employees to recover in a court action interest which shall accrue from
26 the date on which the employee incurred the necessary expenditure or loss. Labor Code
27 section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor
28 Code section 2802, to also recover attorneys' fees and costs.

85. During the relevant time period, Defendants required Plaintiff and Class Members to use their cell phones without reimbursement. In addition, Plaintiff and other Class Members were required to use their personal vehicles to commute to and from Defendants' various offices in County and various marketing locations Orange County and Los Angeles County to complete work-related duties, without any reimbursement for mileage and related costs.

86. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class Members for all business and work-related costs, expenditures, losses and expenses in accordance with Labor Code sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the full unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory penalties, along with attorneys' fees and costs in amounts that will be established at trial.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Against All Defendants)

87. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint as though fully set forth herein.

88. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

89. Labor Code section 226(a) requires that, semimonthly or at the time of each payment of wages, employers must furnish each employee with an accurate itemized wage statement in writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment identification number of the employee, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate.

90. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a knowing and intentional failure by an employer to provide an accurate itemized wage statement to recover the greater of all actual damages or \$50 for the initial pay violation and \$100

1 for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per
2 employee, in addition to an award of costs and attorneys' fees.

3 91. During the relevant time period, Defendants have knowingly and intentionally
4 failed to comply with Labor Code section 226(a) on wage statements that were provided to
5 Plaintiff and Class Members. The deficiencies include, among other things, Defendants' failure to
6 correctly state the gross and net wages earned, the total hours worked, all applicable hourly rates
7 in effect during the pay period, and the corresponding number of hours worked at each hourly
8 rate.

9 92. As a result of Defendants' violation of California Labor Code section 226(a),
10 Plaintiff and Class Members have suffered injury and damage to their statutorily protected rights.
11 Specifically, Plaintiff and Class Members have been injured by Defendants' intentional violation
12 of California Labor Code section 226(a) because they were denied both their legal right to
13 receive, and their protected interest in receiving, accurate itemized wage statements under
14 California Labor Code section 226(a). Plaintiff has had to file this lawsuit in order to determine
15 the extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost
16 time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
17 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and
18 recover the underpayment of wages from Defendants.

19 93. Defendants' violations of California Labor Code section 226(a) prevented Plaintiff
20 and Class Members from knowing, understanding and disputing the wages paid to them, and
21 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
22 knowing and intentional failure to comply with California Labor Code section 226(a), Plaintiff
23 and Class Members have suffered an injury, and the exact amount of damages and/or penalties is
24 all in an amount to be shown according to proof at trial.

25 94. Plaintiff and Class Members are also entitled to injunctive relief under California
26 Labor Code section 226(h), compelling Defendants to comply with California Labor Code section
27 226, and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

28 //

- 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

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

SEVENTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
(Against All Defendants)

102. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint as though fully set forth herein.

47. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

48. Defendants' activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code sections 17200, *et seq.*

49. A violation of Business and Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law.

50. Defendants' policies and practices have violated state law in at least the following respects:

- (a) Failing to pay all minimum, regular, overtime, double time wages, sick pay, and vacation pay due to Plaintiff and Class Members in violation of Labor Code sections 204, 206, 210, 227.3, 246, 510, 558, 1194, 1197, 1197.1, and 1198;
- (b) Failing to provide meal periods without paying Plaintiff and Class Members premium wages for every day in which a meal period was not provided in violation of Labor Code sections 226.7 and 512;
- (c) Failing to authorize or permit rest breaks without paying Plaintiff and Class Members premium wages for every day in which a rest break was not authorized or permitted in violation of Labor Code section 226.7;
- (d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements in violation of Labor Code section 226;
- (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members upon separation of employment in violation of Labor Code sections 201,

202 and 203; and

- (f) Failing to reimburse Plaintiff and Class Members all necessary business expenses in violation of Labor Code sections 2800 and 2802.

51. Defendants intentionally avoided paying Plaintiff and Class Members' wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

52. Pursuant to Business and Professions Code sections 17202, 17203, and 17208, Plaintiff and Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of this action; an award of attorneys' fees pursuant to Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

53. Plaintiff and Class Members are entitled to an injunction, restitution, and other equitable relief against such unlawful practices to return all funds over which Plaintiff and Class Members have an ownership interest and to prevent future damage pursuant to Business and Professions Code sections 17200 *et seq.*

EIGHTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Against All Defendants)

103. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

104. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have passed without notice from the LWDA.

105. On April 17, 2023, Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice via the Department of Industrial

1 Relations' website. More than 65 days have passed since Plaintiff submitted her PAGA notice to
2 the LWDA without notice from the LWDA. Accordingly, Plaintiff has exhausted the procedural
3 requirements under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a
4 claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

5 106. Under Labor Code section 2699(a), any provision of the Labor Code that provides
6 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
7 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
8 recovered through a civil action brought by an aggrieved employee on behalf of herself and other
9 current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

10 107. For all provisions of the Labor Code except those for which a civil penalty is
11 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
12 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
13 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
14 pay period in which Defendants violated these provisions of the Labor Code.

15 108. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil
16 penalties for any alleged violation of the following provisions: subdivision (k) of section 96,
17 sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2,
18 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of section 213, sections 221, 222,
19 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of section 226,
20 sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c)
21 of section 232, subdivision (c) of section 232.5, sections 233, 234, 351, 353, and 403, subdivision
22 (b) of section 404, sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602,
23 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5,
24 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of section 1174, sections
25 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of section 1198.3, sections 1199, 1199.5,
26 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7,
27 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of section 1695.5,
28 sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25,

1 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, sections 1735, 1771, 1774, 1776, 1777.5,
2 1811, 1815, 2651, and 2673, subdivision (a) of section 2673.1, sections 2695.2, 2800, 2801,
3 2802, 2806, and 2810, subdivision (b) of section 2929, and sections 3073.6, 6310, 6311, and
4 6399.7.

5 54. Defendants' conduct violates numerous Labor Code sections, including, but not
6 limited to, the following:

7 (a) Violation of Labor Code sections 201-204, 206, 210, 510, 558, 1194, 1197,
8 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular,
9 overtime, and double time wages as well as commissions) owed to Plaintiff and other aggrieved
10 employees during employment and upon separation of employment;

11 (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal
12 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for
13 missed meal periods;

14 (c) Violation of Labor Code section 226.7 for failure to permit rest breaks to
15 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest
16 periods;

17 (d) Violation of Labor Code sections 226 and 226.3 for failure to provide
18 accurate itemized wage statements to Plaintiff and/or other Aggrieved Employees;

19 (e) Violation of Labor Code sections 226, 226.3, 1174, and 1174.5 for failure
20 to calculate sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other
21 Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved
22 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other
23 Aggrieved Employees' total hours worked in the full pay periods of the prior 90 days of
24 employment, in violation of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the
25 Healthy Workplaces, Healthy Families Act of 2014;

26 (f) Violation of Labor Code sections 227.3 for failure to provide to Plaintiff
27 and/or Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or
28 Aggrieved Employees vested vacation wages;

1 (g) Violation of Labor Code sections 221 and 223 for secretly paying Plaintiff
2 and/or Aggrieved Employees less than the statutory or contractual rate;

3 (h) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain
4 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

5 (i) Violation of Labor Code sections 2800 and 2802 for failure to reimburse
6 business expenses to Plaintiff and other Aggrieved Employees; and

7 (j) Violation of Labor Code section 1199 for the foregoing Labor Code
8 violations.

9 109. Labor Code section 226.3 provides: “[a]ny employer who violates subdivision (a)
10 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
11 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
12 for each violation in a subsequent citation, for which the employer fails to provide the employee a
13 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
14 The civil penalties provided for in this section are in addition to any other penalty provided by
15 law.”

16 110. Labor Code section 558(a) provides “[a]ny employer or other person acting on
17 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
18 provision regulating hours and days of work in any order of the Industrial Welfare Commission
19 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
20 each underpaid employee for each pay period for which the employee was underpaid . . . (2) For
21 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
22 period for which the employee was underpaid.”

23 111. Labor Code section 1174.5 provides a \$500 penalty for an employer’s failure to
24 maintain accurate and complete payroll records showing the hours worked daily by and the wages
25 paid to employees.

26 112. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
27 either individually or as an officer, agent, or employee of another person, who pays or causes to
28 be paid to any employee a wage less than the minimum fixed by an applicable state or local law,

1 or by an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any
2 initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid
3 employee for each pay period for which the employee is underpaid . . . (2) For each subsequent
4 violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid
5 employee for each pay period for which the employee is underpaid regardless of whether the
6 initial violation is intentionally committed.

7 113. As set forth above, Defendants have violated numerous provisions of the Labor
8 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
9 also seeks the civil penalties set forth in Labor Code sections 226.3, 226.8, 558, 1174.5, and
10 1197.1 for herself, the underpaid employees, and the State of California.

11 114. Plaintiff is an “aggrieved employee” because she was employed by the alleged
12 violators and had one or more of the alleged violations committed against her, and therefore is
13 properly suited to represent the interests of all other aggrieved employees.

14 115. Plaintiff has exhausted the procedural requirements under Labor Code section
15 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself
16 and all other aggrieved employees under the PAGA.

17 116. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
18 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
19 cited above.

20 117. Plaintiff is also entitled to attorneys’ fees and costs.

21 **PRAYER FOR RELIEF**

22 Plaintiff, individually and on behalf of all others similarly situated and other aggrieved
23 employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

- 24 1. For certification of this action as a class action, including certifying the Class and
25 Subclass alleged by Plaintiff;
- 26 2. For appointment of Plaintiff Alma Camarena as the class representative;
- 27 3. For appointment of David Alami and Shaheen Anthony Etemadi of Alami Law
28 Group as class counsel for all purposes;

- 1 4. For compensatory damages in an amount according to proof at trial, including
2 interest;
- 3 5. For economic and/or special damages in an amount according to proof at trial,
4 including interest;
- 5 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
6 penalties, including interest;
- 7 7. For waiting time penalties under Labor Code section 203;
- 8 8. For liquidated damages under Labor Code section 1194.2;
- 9 9. For treble damages under Penal Code section 496(c) for violations of Penal Code
10 section 487m;
- 11 10. For statutory penalties to the extent permitted by law, including those pursuant to
12 the Labor Code and IWC Wage Orders;
- 13 11. For restitution to Plaintiff and Class Members of all money and property
14 unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to
15 Business and Professions Code sections 17200 *et seq.*;
- 16 12. For an order requiring Defendants to restore and disgorge all funds to each
17 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair
18 or fraudulent and, therefore, constituting unfair competition under Business and Professions Code
19 sections 17200, *et seq.*;
- 20 13. For prejudgment interest on all sums recovered pursuant to Labor Code
21 section 218.6 and Civil Code sections 3287 and 3289;
- 22 14. For post judgment interest on all amounts awarded to Plaintiff and Class Members
23 as provided by law;
- 24 15. For recovery of attorneys' fees and costs provided by Labor Code sections 218.5,
25 226, 1194, 2802, 2698 *et seq.*, and Code of Civil Procedure section 1021.5;
- 26 16. For PAGA penalties; and
- 27 17. For such other relief as the Court deems just and proper.
- 28

1 Dated: June 28, 2023

ALAMI LAW GROUP

2
3 By: 

4 David Alami
5 Shaheen Anthony Etemadi
6 Attorneys for Plaintiff ALMA CAMARENA

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff demands a trial by jury on all issues so triable.

9 Dated: June 28, 2023

ALAMI LAW GROUP

10
11 By: 

12 David Alami
13 Shaheen Anthony Etemadi
14 Attorneys for Plaintiff ALMA CAMARENA