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Attorneys for PLAINTIFF INGA KOSLOWSKI, as an individual, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

INGA KOSLOWSKI, an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

R.C. ABARO DDS, INC., a California
Corporation, and DOES 1 through 50
inclusive,

Defendants.

Case No. 24STCV09787

CLASS ACTION COMPLAINT

1. Failure to Pay Minimum Wages
2. Failure to Pay Overtime Wages
3. Failure to Provide Required Meal Periods
4. Failure to Provide Required Rest Periods
5. Failure to Properly Pay Accrued Sick Days
6. Failure to Pay Timely Wages During Employment
7. Failure to Pay All Wages Due to Discharged and Quitting Employees
8. Failure to Maintain Required Records
9. Failure to Furnish Accurate, Itemized Wage Statements
10. Failure to Reimburse Necessary Expenditures
11. Unfair and Unlawful Business

Practices

12. Civil Penalties Pursuant to The
Private Attorneys General Act

DEMAND FOR JURY TRIAL

PLAINTIFF INGA KOSLOWSKI (“PLAINTIFF”), as an individual, and on behalf of all
others similarly situated, hereby submits this Complaint against R.C. ABARO DDS, INC.; and
DOES 1 through 50, inclusive (collectively “DEFENDANTS”):

INTRODUCTION

1. This is a class action lawsuit being brought on behalf of PLAINTIFF and the class
PLAINTIFF seeks to represent. The PLAINTIFF CLASS consists of all current and former non-
exempt employees employed by DEFENDANTS in California at any time within the four (4) years
prior to the filing of the initial complaint in this action and through the date notice is mailed to a
certified class.

2. The term “CLASS PERIOD” is defined as four (4) years prior to the filing of this
complaint through the date final judgment is entered.

3. DEFENDANTS’ actions give rise to violations of state wage and hour laws,
including laws mandating the payment of wages. Through this lawsuit, PLAINTIFF, and others
similarly situated, seek to recover all wages which they and other employees of DEFENDANTS
rightfully earned but have been denied, as well as any penalties associated with DEFENDANTS’
rampant and willful violations of the law, interest on the unpaid wage amounts, and attorney fees.
PLAINTIFF also seeks equitable remedies in the form of declaratory and injunctive relief, and relief
under Business and Professions Code section 17200 *et seq.* for unfair business practices.

4. At all times relevant herein, DEFENDANTS have consistently maintained and
enforced against PLAINTIFF and the PLAINTIFF CLASS at least the following unlawful practices
and policies:

- 1 a) willfully refusing to pay PLAINTIFF and the PLAINTIFF CLASS for all hours
2 worked, including both regular and overtime;
- 3 b) willfully refusing to permit PLAINTIFF and the PLAINTIFF CLASS from
4 taking meal periods or providing compensation in lieu thereof;
- 5 c) willfully refusing to permit PLAINTIFF and the PLAINTIFF CLASS from
6 taking rest periods or providing compensation in lieu thereof;
- 7 d) willfully refusing to furnish accurate itemized wage statements to PLAINTIFF
8 and the PLAINTIFF CLASS;
- 9 e) willfully refusing to pay PLAINTIFF and the PLAINTIFF CLASS timely
10 wages during employment pursuant to Labor Code § 204;
- 11 f) willfully refusing to pay PLAINTIFF and the PLAINTIFF CLASS all wages
12 earned and due at time of termination and/or resignation pursuant to Labor
13 Code §§ 201, 202 and 203;
- 14 g) willfully refusing to pay PLAINTIFF and the PLAINTIFF CLASS proper pay
15 for accrued sick days pursuant to Labor Code §§ 233, 246;
- 16 h) willfully refusing to reimburse PLAINTIFF and the PLAINTIFF CLASS for
17 necessary business expenditures;

18 5. PLAINTIFF is informed and believes that DEFENDANTS, and each of them, were
19 on actual and constructive notice of the improprieties alleged herein and intentionally refused to
20 rectify their unlawful policies. DEFENDANTS' violations, as alleged above, during all relevant
21 times herein were willful and deliberate.

22 JURISDICTION AND VENUE

23 6. This Court is the proper Court, and this action is properly filed in Los Angeles
24 County because DEFENDANTS' obligations and liability arise therein, because DEFENDANTS
25 maintain offices and transact business within Los Angeles County, and because the work that is the
26 subject of this action was performed by PLAINTIFF in Los Angeles County.

27 THE PARTIES

1 7. Plaintiff Inga Koslowski is, and at all times relevant hereto was, a resident of the
2 State of California, County of Los Angeles.

3 8. Defendant R.C. Abaro DDS, Inc. is, and at all times relevant hereto was, a
4 corporation, existing, doing business, and employing individuals in the County of Los Angeles,
5 State of California.

6 9. Defendant R.C. Abaro DDS, Inc. was PLAINTIFF's employer within the meaning
7 of the *Labor Code*, and regularly employs five (5) or more persons.

8 10. The true names and capacities, whether individual, corporate, associate, or otherwise
9 of the DEFENDANTS named herein as DOES 1-50, inclusive, are unknown to PLAINTIFF at this
10 time and therefore said DEFENDANTS are sued by such fictitious names. PLAINTIFF will seek
11 leave to amend this Complaint to insert the true names and capacities of said DEFENDANTS when
12 the same become known to Plaintiff. PLAINTIFF is informed and believes and thereupon alleges
13 that each of the fictitiously named DEFENDANTS is responsible for the wrongful acts alleged
14 herein and is therefore liable to PLAINTIFF as alleged hereinafter.

15 11. PLAINTIFF is informed and believes, and based thereupon allege, that at all times
16 relevant hereto, DEFENDANTS, and each of them, were the agents, employees, managing agents,
17 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the
18 other DEFENDANTS, and each of them, and in doing the things alleged herein, were acting at least
19 in part within the course and scope of said agency, employment, conspiracy, joint employment, alter
20 ego status, and/or joint venture and with the permission and consent of each of the other
21 DEFENDANTS.

22 12. PLAINTIFF is informed and believes, and based thereupon allege, that
23 DEFENDANTS, and each of them, including those DEFENDANTS named as DOES 1-50, acted in
24 concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
25 compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do
26 so. PLAINTIFF are further informed and believes, and based thereupon allege, that the
27 DEFENDANTS, and each of them, including those DEFENDANTS named as DOES 1-50, formed
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1 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
2 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
3 intended to and actually causing PLAINTIFF' harm.

4 13. Whenever and wherever reference is made in this Complaint to any act or failure to
5 act by a Defendant or co-DEFENDANTS, such allegations and references shall also be deemed to
6 mean the acts and/or failures to act by each Defendant acting individually, jointly, and severally.

7 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

8 14. PLAINTIFF is informed and believes, and based thereon alleges, that there exists
9 such a unity of interest and ownership between DEFENDANTS and DOES 1-50 that the
10 individuality and separateness of DEFENDANTS have ceased to exist.

11 15. PLAINTIFF is informed and believes, and based thereon alleges, that despite the
12 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
13 DEFENDANTS, including, but not limited to, for the following reasons:

14 a) DEFENDANTS are completely dominated and controlled by DOES 1-50, who
15 personally violated the laws set forth in this complaint, and who have hidden and currently hide
16 behind DEFENDANTS to circumvent statutes or accomplish some other wrongful or inequitable
17 purpose.

18 b) DOES 1-50 derive actual and significant monetary benefits by and through
19 DEFENDANTS' unlawful conduct, and by using DEFENDANTS as the funding source for their
20 own personal expenditures.

21 c) PLAINTIFF is informed and believes, and thereupon alleges, that DEFENDANTS
22 and DOES 1-50, while really one and the same, were segregated to appear as though separate and
23 distinct for purposes of circumventing a statute or accomplishing some other wrongful or inequitable
24 purpose.

25 d) PLAINTIFF is informed and believes that DEFENDANTS do not comply with all
26 requisite corporate formalities to maintain a legal and separate corporate existence.

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1 e) PLAINTIFF is informed and believes, and based thereon alleges, that the business
2 affairs of DEFENDANTS and DOES 1-50 are, and at all times relevant hereto were, so mixed and
3 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
4 confusion. DEFENDANTS are, and at all times relevant hereto were, used by DOES 1-50 as a mere
5 shell and conduit for the conduct of certain of DEFENDANTS' affairs, and are, and were, the alter
6 ego of DOES 1-50. The recognition of the separate existence of DEFENDANTS would not promote
7 justice, in that it would permit DEFENDANTS to insulate themselves from liability to PLAINTIFF
8 for violations of the Government Code, Labor Code, and other statutory violations. The corporate
9 existence of DEFENDANTS and DOES 1-50 should be disregarded in equity and for the ends of
10 justice because such disregard is necessary to avoid fraud and injustice to PLAINTIFF herein.

11 16. Accordingly, DEFENDANTS constitute the alter ego of DOES 1-50, and the fiction
12 of their separate corporate existence must be disregarded.

13 17. As a result of the aforementioned facts, PLAINTIFF is informed and believes, and
14 based thereon alleges that DEFENDANTS and DOES 1-50 are PLAINTIFF's joint employers by
15 virtue of a joint enterprise, and that PLAINTIFF was an employee of DEFENDANTS and DOES
16 1-50. PLAINTIFF performed services for each and every one of DEFENDANTS, and to the mutual
17 benefit of all DEFENDANTS, and all DEFENDANTS shared control of PLAINTIFF as an
18 employee, either directly or indirectly, in the manner in which Defendant' business was and is
19 conducted.

20 18. PLAINTIFF is informed and believes and thereupon alleges that R.C. Abaro DDS,
21 Inc. and DOES 1-50 were the actual employers and/or "person[s] acting on behalf of the employer"
22 within the meaning of *Labor Code* section 558.1.

23 **PRIVATE ATTORNEYS GENERAL ACT ADMINISTRATIVE PREREQUISITE**

24 19. Pursuant to Labor Code section 2699.3, on September 18, 2023, prior to filing this
25 complaint, PLAINTIFF gave written notice to the Labor Workforce Development Agency
26 ("LWDA") and to DEFENDANTS, specifying the provisions alleged to have been violated by
27 DEFENDANTS, and including the facts and theories supporting the alleged violations.

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20. As of the date of this Complaint, sixty-five (65) days have passed since PLAINTIFF provided notice of the violations alleged herein to the Labor Workforce Development Agency (“LWDA”), and the LWDA has not provided notice of its intent to investigate PLAINTIFF’s claims.

GENERAL ALLEGATIONS

21. PLAINTIFF INGA KOSLOWSKI was employed as a non-exempt Dental Hygienist by DEFENDANTS from approximately April 01, 2022, to approximately September 12, 2023, at DEFENDANTS' place of business located in Canoga Park, CA.

22. PLAINTIFF and members of the PLAINTIFF CLASS are current or former non-exempt employees of DEFENDANTS. PLAINTIFF and members of the PLAINTIFF CLASS have been subjected to a variety of wage and hour violations during their employment with DEFENDANTS.

Failure to Pay Wages for All Hours Worked

23. Throughout the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and members of the PLAINTIFF CLASS for all hours worked in violation of Labor Code sections 1194, 1197, and the IWC Wage Orders. DEFENDANTS engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring PLAINTIFF and members of the PLAINTIFF CLASS: to come early to work and leave late work without being able to clock in for all that time; to complete post-shift tasks after clocking out; to clock out for meal periods and continue working; to don and doff uniforms and/or safety equipment off the clock; editing and/or manipulation of time entries to show less hours than actually worked to the detriment of Plaintiff and Class Members.

Failure to Pay Proper Overtime Compensation

24. Throughout the CLASS PERIOD, PLAINTIFF and members of the PLAINTIFF CLASS were non-exempt employees covered by Labor Code § 510 and one or more IWC Wage Orders. On multiple occasions throughout the CLASS PERIOD, PLAINTIFF and members of the PLAINTIFF CLASS worked overtime by working in excess of eight (8) hours in one workday, and/or in excess of forty (40) hours in any one workweek. Despite working overtime hours,

1 PLAINTIFF and members of the PLAINTIFF CLASS were not compensated at the rate of at least
2 one and one-half times the regular rate of pay for all overtime hours worked.

3 25. Off-the-Clock Hours Worked: DEFENDANTS' failure to properly pay overtime to
4 PLAINTIFF and members of the PLAINTIFF CLASS is and was due in part to DEFENDANTS'
5 failure to capture the off-the-clock work, including, without limitation, by requiring Plaintiff and
6 Class Members: to come early to work and leave late work without being able to clock in for all that
7 time; to complete post-shift tasks after clocking out; to clock out for meal periods and continue
8 working; to don and doff uniforms and/or safety equipment off the clock; editing and/or
9 manipulation of time entries to show less hours than actually worked to the detriment of Plaintiff
10 and Class Members.

11 26. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Pursuant to Labor
12 Code § 510, overtime and double-time pay shall be compensated as multiples of an employee's
13 "regular rate of pay." An employee's regular rate of pay includes the employee's hourly rate and all
14 nondiscretionary incentive payments, such as bonuses and commissions, provided to the employee
15 for work performed. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.)
16 DEFENDANTS did not properly make adjustments to the overtime and double-time rates paid to
17 PLAINTIFF and members of the PLAINTIFF CLASS to reflect all nondiscretionary pay. As a
18 result, PLAINTIFF and members of the PLAINTIFF CLASS have been denied "the unpaid balance
19 of the full amount of this...overtime compensation" as required by Labor Code § 1194.

20 **Failure to Provide Rest Periods**

21 27. During the relevant time period, DEFENDANTS failed to maintain a compliant rest
22 period policy and practice. DEFENDANTS did not authorize or permit PLAINTIFF and members
23 of the PLAINTIFF CLASS to take at least a ten-minute rest period in which they were relieved of
24 all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Labor Code §§
25 226.7, § 512 and applicable IWC Wage Orders.

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1 28. DEFENDANTS further failed to pay PLAINTIFF and members of the PLAINTIFF
2 CLASS all premium compensation (one hour of pay at the employee’s regular rate of pay for missed
3 or untimely rest periods) mandated by Labor code § 226.7(b) for these missed rest periods.

4 29. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Further, even when
5 DEFENDANTS attempted to issue premium compensation for missed rest periods, such premium
6 compensation did not properly take into account all non-discretionary pay (like commissions),
7 resulting in an under payment of premium compensation to PLAINTIFF and members of the
8 PLAINTIFF CLASS.

9 **Failure to Provide Timely, Uninterrupted Meal Periods**

10 30. During the relevant time period, DEFENDANTS failed to maintain a compliant meal
11 period policy and practice. DEFENDANTS failed to provide PLAINTIFF and members of the
12 PLAINTIFF CLASS with the right to take an off-duty 30-minute meal period. Labor Code § 512
13 provides, “[a]n employer may not employ an employee for a work period for more than five hours
14 per day without providing the employee with a meal period of not less than 30 minutes...” Labor
15 Code § 226.7(a) provides, “[n]o employer shall require an employee to work during any
16 meal...period mandated by an applicable order of the Industrial Welfare commission.” Paragraph
17 11(A) of the Wage Orders provides, in pertinent part, “[u]nless the employee is relieved of all duty
18 during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and
19 counted as time worked.”

20 31. PLAINTIFF and members of the PLAINTIFF CLASS were often given so much
21 work and understaffed that they were unable to take time away from their duties for breaks. When
22 PLAINTIFF was able to take meal periods, PLAINTIFF was frequently interrupted with job duties.
23 Additionally, PLAINTIFF’s duties often required that she take her meal period after working for
24 Defendants for five straight hours.

25 32. Failure to Provide Second Meal Periods: Similarly, PLAINTIFF and members of the
26 PLAINTIFF CLASS were not authorized and permitted to take second meal periods during shifts
27 of ten hours or longer.

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1 33. DEFENDANTS further failed to pay PLAINTIFF and members of the PLAINTIFF
2 CLASS all premium compensation (one hour of pay at the employee's regular rate of pay for missed
3 or untimely meal periods) mandated by Labor code § 226.7(b) for these missed meal periods.

4 34. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Further, even when
5 DEFENDANTS attempted to issue premium compensation for missed meal periods, such premium
6 compensation did not properly take into account all non-discretionary pay (like commissions),
7 resulting in an under payment of premium compensation to PLAINTIFF and members of the
8 PLAINTIFF CLASS.

9 **Failure to Reimburse for Required Business Expenses**

10 35. Labor Code § 2802 requires employers to indemnify employees for necessary
11 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
12 DEFENDANTS required PLAINTIFF and members of the PLAINTIFF CLASS to incur costs in
13 purchasing and/or providing unreturned deposits for mandatory work uniforms; laundering
14 mandatory work uniforms; using cellular phones for work-related purposes; and purchasing tools
15 necessary to perform work duties (including surgical loops), but failed to reimburse PLAINTIFF
16 and members of the PLAINTIFF CLASS as required by the Labor Code and applicable Wage
17 Order(s).

18 **Failure to Timely Pay All Wages Owed**

19 36. Failure to pay all wages owed to employees at termination/resignation: As set forth
20 above, due to DEFENDANTS' unlawful employment practices, DEFENDANTS knowingly and
21 willfully failed to timely pay all wages owed to PLAINTIFF and members of the PLAINTIFF
22 CLASS at the time that employment terminated. DEFENDANTS willfully failed to pay aggrieved
23 employees who are no longer employed all compensation due upon termination of employment as
24 required by Cal. Labor Code §§ 201 and 202. Pursuant to sections 203 and 256, PLAINTIFF and
25 members of the PLAINTIFF CLASS are now also entitled to recover up to thirty (30) days of wages
26 for DEFENDANTS' willful failure to comply with the statutory requirements of sections 201 and
27 202 of the Labor Code.

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1 37. Failure to pay all wages owed twice per month: Labor Code § 204 requires employers
2 to pay all wages earned by non-exempt employees at least twice during each calendar month, within
3 seven calendar days following the close of the payroll period. DEFENDANTS failed to pay all
4 wages owed to PLAINTIFF and members of the PLAINTIFF CLASS as a result of the unlawful
5 employment policies and practices discussed herein.

6 **Failure to Provide Accurate Itemized Wage Statements and Maintain Required Records**

7 38. California labor Code § 226(a) provides that “[e]very employer shall, semimonthly
8 or at the time of each payment of wages, furnish each of his or her employees...an accurate itemized
9 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except
10 as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece
11 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
12 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
13 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
14 employee and only the last four digits of his or her social security number or an employee
15 identification number other than a social security number, (8) the name and address of the legal
16 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate by the employee.”

18 39. DEFENDANTS knowingly and intentionally failed to provide timely, accurate,
19 itemized wage statements to PLAINTIFF and members of the PLAINTIFF CLASS, as well as
20 maintain accurate records, in accordance with Labor Code §§ 226 and 1174. The wage statements
21 provided to PLAINTIFF and members of the PLAINTIFF CLASS have not accurately reflected
22 actual gross wages earned and total hours worked. Such failures cause actual injury to PLAINTIFF
23 and others, by, among other things, impeding them from knowing the total hours worked and the
24 amount of wages to which they are and were entitled. DEFENDANTS knowingly and intentionally
25 failed to itemize the correct wages earned, net wages earned, and total hours worked.

26 40. As a result of these violations of California Labor Code § 226(a), PLAINTIFF and
27 members of the PLAINTIFF CLASS suffered injury because, among other things,
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- 1 a) the violations led them to believe that they were not entitled to be paid minimum
2 wages, overtime wages, meal period premium wages, and rest period premium wages
3 to which they were in fact entitled;
- 4 b) the violations led them to believe that they had been paid the minimum, overtime,
5 meal period premium, and rest period premium wages, even though they had not
6 been;
- 7 c) the violations hindered them from determining the amounts of minimum wages,
8 overtime, meal period premium, and rest period premium owed to them;
- 9 d) in connection with their employment, before and during this action, and in
10 connection with prosecuting this action, the violations caused them to have to
11 perform mathematical computations to determine the amounts of wages owed to
12 them, computations they would not have to make if the wage statements contained
13 the required accurate information;
- 14 e) the violations, by understating the wages truly due to PLAINTIFF and members of
15 the PLAINTIFF CLASS, caused them to lose entitlement and/or accrual of the full
16 amount of Social Security, disability, unemployment, and other governmental
17 benefits;
- 18 f) the wage statements inaccurately understated the wages, hours, and wages rates to
19 which PLAINTIFF and members of the PLAINTIFF CLASS were entitled, and as a
20 result PLAINTIFF and members of the PLAINTIFF CLASS were in fact paid less
21 wages and/or a lower wage rate than the wages to which they were entitled.

22 **Failure to Pay Proper Sick Leave Wages**

23 41. During their employment with DEFENDANTS, PLAINTIFF and members of the
24 PLAINTIFF CLASS were entitled to “paid sick days” pursuant to California Labor Code section
25 245, *et seq.*

26 42. Labor Code § 246(l) requires that employers pay sick time pay to non-exempt
27 employees at the employee’s “regular rate of pay.” Employers may either calculate “paid sick days”
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1 for non-exempt employees in California at the regular rate of pay for the workweek in which the
2 employee uses paid sick time or by dividing the employee's total wages, into including overtime
3 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of
4 employment. Labor Code 246(l)(2). The "regular rate of pay" includes all remuneration for
5 employment paid to the employee and includes, but is not limited to, shift differentials and non-
6 discretionary incentive bonuses.

7 43. During the relevant time period, PLAINTIFF and members of the PLAINTIFF
8 CLASS accrued and took paid sick leave. However, DEFENDANTS failed to include non-
9 discretionary remuneration when determining the "regular rate of pay." Instead, DEFENDANTS
10 only paid PLAINTIFF and members of the PLAINTIFF CLASS paid sick leave at their base hourly
11 rate, rather than at their "regular rate of pay."

12 **CLASS ALLEGATIONS**

13 44. PLAINTIFF brings this class action pursuant to Code of Civil Procedure section 382.
14 PLAINTIFF brings this class action on behalf of PLAINTIFF and all other similarly situated non-
15 exempt employees, with PLAINTIFF proceeding as the representative member of the proposed class
16 as follows:

17 a) **PLAINTIFF CLASS:** All current and former non-exempt employees employed by
18 DEFENDANTS in California at any time within the four (4) years prior to the filing
19 of the initial complaint in this action and through the date notice is mailed to a
20 certified class.

21 45. PLAINTIFF reserves the right, under Rule 3.765 of the California Rules of Court, to
22 amend or modify the Class Members description with greater specificity or further division into
23 subclasses or limitation to particular issues.

24 46. There exists a well-defined community of interests among the PLAINTIFF CLASS
25 with respect to the claims asserted herein, and the PLAINTIFF CLASS is readily ascertainable for
26 the following reasons:

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- 1 a) Numerosity and Ascertainability: The members of the class are so numerous that
2 joinder of all members would be unfeasible and not practicable. While PLAINTIFF
3 does not know the exact number and identity of all Class members, PLAINTIFF
4 alleges, on information and belief, that the members of the PLAINTIFF CLASS
5 exceed one hundred (100) persons. PLAINTIFF alleges, on information and belief,
6 that the identity of such membership is readily ascertainable via inspection of the
7 personnel records and other documents maintained by DEFENDANTS;
- 8 b) Typicality: The claims of PLAINTIFF, pleaded as class action claims, are typical of
9 the claims of all members of the class as they arise out of the same course of conduct
10 and are predicated on the same violation(s) of the law. PLAINTIFF and all members
11 of the PLAINTIFF CLASS sustained injuries and damages arising out of
12 DEFENDANTS' common course of conduct in violation of laws as complained of
13 herein.
- 14 c) Commonality: Common issues of fact and law predominate in this action over any
15 allegedly individual issues. The claims of PLAINTIFF and the PLAINTIFF CLASS
16 members arise from the same events or patterns or practices and are based on the
17 same legal theories. Specifically, the following issues of fact and law, without
18 limitation, predominate and make this action superior to individual actions:
- 19 i. Whether DEFENDANTS violated Labor Code sections 510 and 1194 by
20 failing to pay PLAINTIFF and members of the PLAINTIFF CLASS pay all
21 hours worked at a proper overtime rate of pay;
 - 22 ii. Whether DEFENDANTS denied PLAINTIFF and members of the
23 PLAINTIFF CLASS all of the wages to which they are entitled by failing to
24 pay for all other time worked at the employee's regular rate of pay and a rate
25 of pay that is greater than the applicable minimum wage;
 - 26 iii. Whether DEFENDANTS violated California Labor Code section 204 by
27 failing to pay all wages earned in a timely manner;
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- 1 iv. Whether DEFENDANTS violated Labor Code section 512 by not authorizing
2 or permitting PLAINTIFF and members of the PLAINTIFF CLASS to take
3 compliant meal periods;
- 4 v. Whether DEFENDANTS violated applicable Wage Orders by not
5 authorizing or permitting PLAINTIFF and members of the PLAINTIFF
6 CLASS to take compliant rest periods;
- 7 vi. Whether DEFENDANTS failed to pay the required rest break or meal
8 premiums to PLAINTIFF and members of the PLAINTIFF CLASS for all
9 missed rest or meal breaks;
- 10 vii. Whether DEFENDANTS violated Labor Code sections 201 and 202 by
11 failing to pay PLAINTIFF and members of the PLAINTIFF CLASS upon
12 termination or resignation all wages earned;
- 13 viii. Whether DEFENDANTS owe PLAINTIFF and members of the PLAINTIFF
14 CLASS waiting time penalties pursuant to California Labor Code section
15 203;
- 16 ix. Whether DEFENDANTS have failed to properly provide accurate itemized
17 wage statements as well as keep accurate records as required by California
18 Labor Code section 226 and the applicable Industrial Welfare Commission's
19 ("IWC") Wage Order;
- 20 x. Whether DEFENDANTS failed to indemnify PLAINTIFF and members of
21 the PLAINTIFF CLASS for all necessary expenditures or losses incurred in
22 direct consequence of the discharge of their duties or by obedience to the
23 directions of DEFENDANTS as required under Labor Code section 2802;
- 24 xi. Whether DEFENDANTS failed to pay PLAINTIFF and members of the
25 PLAINTIFF CLASS the proper rate of pay for accrued and used sick pay;
- 26 xii. Whether DEFENDANTS engaged in unfair business practices under section
27 17200, *et. seq* of the California Business and Professions Code;
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xiii. The effect upon and the extent of damages suffered by PLAINTIFF and members of the PLAINTIFF CLASS and the appropriate amount of compensation.

d) Adequacy: PLAINTIFF and the PLAINTIFF CLASS all worked for DEFENDANTS, share the same interests, and were subjected to DEFENDANTS' unlawful policy and practice of failing to adequately compensate employees and/or provide them with their statutory entitlements, including but not limited to: all owed wages, meal and rest breaks, wage statements, as required by law. PLAINTIFF and members of the PLAINTIFF CLASS do not have any conflicts of interest with other members. Given the significance of the deprivation of their rights, PLAINTIFF will prosecute this action vicariously on behalf of the PLAINTIFF CLASS. They have retained competent and experienced legal counsel who specialize in employment, wage and hour, and class action litigation to represent themselves and the proposed PLAINTIFF CLASS.

e) Superiority of Class Action: The disposition of PLAINTIFF and the proposed PLAINTIFF CLASS members' claims in a class action will provide substantial benefits to both the parties and the Court. The nature of this action and the nature of the laws available to the PLAINTIFF CLASS make use of the class action format a particularly efficient and appropriate procedure to afford relief to the PLAINTIFF CLASS. Further, this case involves a corporate employer and a large number of individual employees possessing claims with common issues of law and fact. If each employee were required to file an individual lawsuit, the corporate defendant would necessarily gain an unconscionable advantage since each defendant would be able to exploit and overwhelm the limited resources of each individual plaintiff with its vastly superior financial and legal resources. Requiring each class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to pursue an action against their present and/or

1 former employer for an appreciable and justifiable fear of retaliation and permanent
2 damage to their careers at present and/or subsequent employment. Proof of a
3 common business practice or factual pattern, of which the named PLAINTIFF
4 experienced, is representative of the class mentioned herein and will establish the
5 right of each of the members of the class to recover on the claims alleged herein.

6 47. The prosecution of separate actions by the individual class members, even if possible,
7 would create: (a) a substantial risk of inconvenient or varying verdicts or adjudications with respect
8 to the individual class members against the defendants herein; and/or (b) legal determinations with
9 respect to individual class members which would, as a practical matter, be dispositive of the other
10 class members' claims who are not parties to the adjudications and/or would substantially impair or
11 impede the ability of class members to protect their interests. Further, the claims of the individual
12 members of the class are not sufficiently large to warrant vigorous individual prosecution
13 considering all of the concomitant costs and expenses attending thereto.

14 48. PLAINTIFF is unaware of any difficulties that are likely to be encountered in the
15 management of this action that would preclude its maintenance as a class action.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Pay Minimum Wages**

18 [Cal. Lab. Code §§ 1194, 1197; IWC Wage Orders]

19 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
20 DEFENDANTS)

21 49. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
22 this Complaint as though fully set forth herein.

23 50. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment
24 to an employee of less than the applicable minimum wage for all hours worked in a payroll period
25 is unlawful.

26 At all relevant times, DEFENDANTS failed to pay PLAINTIFF and members of the
27 PLAINTIFF CLASS minimum wages for all hours worked by, among other things: requiring
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1 Plaintiff to come early to work and leave late work without being able to clock in for all that time;
2 requiring Plaintiff to complete post-shift tasks after clocking out; requiring Plaintiff to clock out for
3 meal periods and continue working; requiring Plaintiff to don and doff uniforms and/or safety
4 equipment off the clock; editing and/or manipulation of time entries to show less hours than actually
5 worked to the detriment of Plaintiff and Class Members; failing to properly maintain PLAINTIFF's
6 records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period;
7 and other methods to be discovered.

8 51. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
9 1197, and IWC Wage Orders.

10 52. As a proximate result of the aforementioned violations, PLAINTIFF and members
11 of the PLAINTIFF CLASS have been damaged and seek all wages earned and due, plus interest
12 thereon.

13 53. Pursuant to Labor Code § 1194, PLAINTIFF and members of the PLAINTIFF
14 CLASS request that the court award reasonable attorney fees and costs incurred by PLAINTIFF and
15 members of the PLAINTIFF CLASS in this action.

16 54. In addition, pursuant to Labor Code § 1194.2, PLAINTIFF and members of the
17 PLAINTIFF CLASS are entitled to recover liquidated damages in an amount equal to the minimum
18 wages unlawfully withheld, and interest thereon.

19 **SECOND CAUSE OF ACTION**

20 **Failure to Pay Overtime Wages**

21 [Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Orders]

22 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
23 DEFENDANTS)

24 55. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
25 this Complaint as though fully set forth herein.

26 56. Pursuant to California Labor Code §§ 510, 1194, 1198 and IWC Wage Orders,
27 DEFENDANTS are required to compensate PLAINTIFF and members of the PLAINTIFF CLASS
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1 for all overtime, which is calculated at one and one-half (1½) times the regular rate of pay for all
2 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
3 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess
4 of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
5 seventh consecutive day of work in any workweek.

6 57. At all relevant times, PLAINTIFF and members of the PLAINTIFF CLASS were not
7 exempt and were entitled to the protections of California Labor Code §§ 510, 1194, 1198, and IWC
8 Wage Orders. DEFENDANTS failed to compensate PLAINTIFF and members of the PLAINTIFF
9 CLASS for all overtime hours worked as required under the foregoing provisions of the California
10 Labor Code and IWC Wage Orders.

11 58. In violation of California law, DEFENDANTS knowingly and willfully refused to
12 perform their obligations to compensate PLAINTIFF and members of the PLAINTIFF CLASS for
13 all wages earned and all hours worked. As a proximate result, PLAINTIFF and members of the
14 PLAINTIFF CLASS have suffered, and continue to suffer, substantial losses related to the use and
15 enjoyment of such wages, lost interest on such wages, and expenses and attorney fees in seeking to
16 compel DEFENDANTS to fully perform their obligations under state law.

17 59. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
18 1194, 1198 and IWC Wage Orders. Therefore, pursuant to California Labor Code 28 §§ 200, 203,
19 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC
20 Wage Orders, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to recover the
21 unpaid balance of wages owed, plus interest, penalties, attorney fees, expenses, and costs.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Provide Required Meal Periods**

24 [Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Orders]

25 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
26 DEFENDANTS)
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1 60. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
2 this Complaint as though fully set forth herein.

3 61. DEFENDANTS failed to provide PLAINTIFF and members of the PLAINTIFF
4 CLASS with a 30-minute meal period free of all duties on days which they worked more than five
5 (5) hours. Furthermore, DEFENDANTS also failed to provide PLAINTIFF and members of the
6 PLAINTIFF CLASS with a second and third 30-minute meal period free of all duties on days on
7 which PLAINTIFF worked more than 10 or 15 hours, pursuant to California Labor Code Section
8 226.7, 512 and IWC Orders.

9 62. DEFENDANTS further violated California Labor Code Section 226.7 and IWC
10 Wage Orders by failing to compensate PLAINTIFF and members of the PLAINTIFF CLASS one
11 additional hour of compensation at their regular rate of pay, including all non-discretionary pay, for
12 each meal period that was not provided.

13 63. DEFENDANTS further violated California Labor Code Sections 226.7, 510, 1194,
14 1197, and IWC Wage Orders by failing to compensate PLAINTIFF and members of the PLAINTIFF
15 CLASS for all hours worked during their meal periods.

16 64. As a proximate result of the aforementioned violations, PLAINTIFF and members
17 of the PLAINTIFF CLASS have been damaged in an amount according to proof at time of trial, but
18 in an amount in excess of the jurisdiction of this Court. PLAINTIFF and members of the
19 PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed; penalties, including
20 penalties available pursuant to California Labor Code Sections 226, 226.7, and 558, plus interest;
21 and costs of suit. PLAINTIFF and members of the PLAINTIFF CLASS are also entitled to attorney
22 fees and costs pursuant to Labor Code Section 218.5 for DEFENDANTS' failure to pay all earned
23 wages to PLAINTIFF and PLAINTIFF CLASS.

24 **FOURTH CAUSE OF ACTION**

25 **Failure to Provide Required Rest Periods**

26 [Cal. Lab. Code §§ 226.7, 512; IWC Wage Orders]

27 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
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DEFENDANTS)

65. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

66. At all times relevant herein, DEFENDANTS failed to provide rest periods to PLAINTIFF and members of the PLAINTIFF CLASS as required under California Labor Code Sections 226.7 and 512, and IWC Wage Orders. DEFENDANTS also did not provide PLAINTIFF and members of the PLAINTIFF CLASS a second, third, or fourth rest period for each additional four (4) hours worked, or major fraction thereof.

67. DEFENDANTS further violated California Labor Code Section 226.7 and IWC Wage Orders by failing to compensate PLAINTIFF and members of the PLAINTIFF CLASS one additional hour of compensation at their regular rate of pay, including all non-discretionary pay, for each rest period that was not provided.

68. DEFENDANTS further violated California Labor Code Sections 226.7, 510, 1194, 1197, and IWC Wage Orders by failing to compensate PLAINTIFF and members of the PLAINTIFF CLASS for all hours worked during their rest periods.

69. As a proximate result of the aforementioned violations, PLAINTIFF and members of the PLAINTIFF CLASS have been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court. PLAINTIFF and members of the PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed; penalties, including penalties available pursuant to California Labor Code Sections 226, 226.7, and 558, plus interest, and costs of suit. PLAINTIFF and members of the PLAINTIFF CLASS are also entitled to attorney fees and costs pursuant to Labor Code Section 218.5 for DEFENDANTS' failure to pay all earned wages to PLAINTIFF and PLAINTIFF CLASS.

FIFTH CAUSE OF ACTION

Failure to Properly Pay Accrued Sick Days

[Cal. Lab. Code §§ 233, 246]

(PLAINTIFF, individually, and on behalf of all similarly situated employees against all

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DEFENDANTS)

70. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

71. PLAINTIFF and members of the PLAINTIFF CLASS worked for DEFENDANTS in California for thirty days or more within a year of the commencement of their employment and thus were entitled to paid sick days in accordance with Labor Code §§ 233 and 246.

72. PLAINTIFF and members of the PLAINTIFF CLASS used some or all of their accrued paid sick days during the relevant time period.

73. DEFENDANTS failed to pay PLAINTIFF and members of the PLAINTIFF CLASS the proper rate for their paid sick days, in accordance with Labor Code § 246(l), because DEFENDANTS did not include all wages earned by PLAINTIFF and members of the PLAINTIFF CLASS in their regular rate of pay calculations.

74. As a proximate result of the aforementioned violations, PLAINTIFF and members of the PLAINTIFF CLASS have been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court. PLAINTIFF and members of the PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed; penalties, including penalties available pursuant to California Labor Code Sections 226, 226.7, and 558, plus interest; and costs of suit. PLAINTIFF and members of the PLAINTIFF CLASS are also entitled to attorney fees and costs pursuant to Labor Code Section 218.5 for DEFENDANTS' failure to pay all earned wages to PLAINTIFF and PLAINTIFF CLASS.

SIXTH CAUSE OF ACTION

Failure to Pay Timely Wages During Employment

[Cal. Lab. Code § 204]

(PLAINTIFF, individually, and on behalf of all similarly situated employees against all
DEFENDANTS)

75. PLAINTIFF incorporate by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

76. Pursuant to California Labor Code Section 204, for all labor performed between the 1st and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code Section 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 15th day of the following calendar month. In addition, California Labor Code Section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

77. DEFENDANTS knowingly and willfully failed to pay PLAINTIFF and members of the PLAINTIFF CLASS all the wages earned when due as required by California Labor Code Section 204.

78. Pursuant to California Labor Code Section 210, failure to pay the wages of each employee as provided in California Labor Code Section 204 will subject DEFENDANTS to a statutory penalty of: (1) one hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each subsequent violation.

79. DEFENDANTS' conduct described herein violates California Labor Code Section 204. As a proximate result of the aforementioned violations, PLAINTIFF and members of the PLAINTIFF CLASS have been damaged in an amount according to proof at trial. Pursuant to California Labor Code Sections 200, 210, 226, 558, 1194, 1197.1, 2699, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed by DEFENDANTS, plus interest, penalties, attorney fees, expenses, and costs of suit.

SEVENTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Lab. Code §§ 201, 202, 203]

(PLAINTIFF, individually, and on behalf of all similarly situated employees against all

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DEFENDANTS)

80. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

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

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

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

84. DEFENDANTS have willfully failed to pay accrued wages, premium pay for missed meal and rest periods and other compensation to PLAINTIFF and members of the PLAINTIFF CLASS in accordance with California Labor Code Sections 201 and 202.

85. As a result, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code Section 203, together with interest thereon, attorney fees and costs as well as other available remedies.

EIGHTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Lab. Code §§ 226, 1174; IWC Wage Orders]

(PLAINTIFF, individually, and on behalf of all similarly situated employees against all

DEFENDANTS)

1 86. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
2 this Complaint as though fully set forth herein.

3 87. At all relevant times, DEFENDANTS knowingly and intentionally failed to maintain
4 records as required under California Labor Code Sections 226, 1174, and IWC Wage Orders,
5 including but not limited to the following records: total daily hours worked by each employee;
6 applicable rates of pay; all deductions; meal period pay; rest period pay; time records showing when
7 each employee begins and ends each work period; and accurate itemized statements.

8 88. As a result of DEFENDANTS' violations, PLAINTIFF and members of the
9 PLAINTIFF CLASS suffered injury because, among other things,

- 10 a) the violations led them to believe that they were not entitled to be paid minimum
11 wages, overtime wages, meal period premium wages, and rest period premium wages
12 to which they were in fact entitled;
- 13 b) the violations led them to believe that they had been paid the minimum, overtime,
14 meal period premium, and rest period premium wages, even though they had not
15 been;
- 16 c) the violations hindered them from determining the amounts of minimum wages,
17 overtime, meal period premium, and rest period premium owed to them;
- 18 d) in connection with their employment, before and during this action, and in
19 connection with prosecuting this action, the violations caused them to have to
20 perform mathematical computations to determine the amounts of wages owed to
21 them, computations they would not have to make if the wage statements contained
22 the required accurate information;
- 23 e) the violations, by understating the wages truly due to PLAINTIFF and members of
24 the PLAINTIFF CLASS, caused them to lose entitlement and/or accrual of the full
25 amount of Social Security, disability, unemployment and other governmental
26 benefits;

1 f) the wage statements inaccurately understated the wages, hours, and wages rates to
2 which PLAINTIFF and members of the PLAINTIFF CLASS were entitled, and as a
3 result PLAINTIFF and members of the PLAINTIFF CLASS were in fact paid less
4 wages and/or a lower wage rate than the wages to which they were entitled.

5 89. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and members of the PLAINTIFF CLASS have been damaged and are entitled to all
7 available statutory penalties, including but not limited to penalties pursuant to California Labor
8 Code Sections 226 (e), and an award of costs, expenses, and reasonable attorney fees, including but
9 not limited to those provided in Section 226 (e), as well as other available remedies.

10 **NINTH CAUSE OF ACTION**

11 **Failure to Furnish Accurate, Itemized Wage Statements**

12 [Cal. Lab. Code §§ 226; IWC Wage Orders]

13 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
14 DEFENDANTS)

15 90. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
16 this Complaint as though fully set forth herein.

17 91. DEFENDANTS routinely failed to provide PLAINTIFF and members of the
18 PLAINTIFF CLASS with timely, accurate, and itemized wage statements in writing showing each
19 employee's gross wages earned—including missed meal and rest period pay, total hours worked, all
20 deductions made, net wages earned, the name and address of the legal entity or entities employing
21 Plaintiff, and all applicable hourly rates in effect during each pay period and the corresponding
22 number of hours worked at each hourly rate, in violation of California Labor Code Section 226 and
23 IWC Wage Orders.

24 92. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
25 members of the PLAINTIFF CLASS with timely, accurate, and itemized wage statements in
26 accordance with California Labor Code Section 226 (a).

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1 93. As a result of DEFENDANTS' violations, PLAINTIFF and members of the
2 PLAINTIFF CLASS suffered injury because, among other things,

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

24 94. As a proximate result of DEFENDANTS' unlawful actions and omissions,
25 PLAINTIFF and members of the PLAINTIFF CLASS have been damaged and are entitled to all
26 available statutory penalties, including but not limited to penalties pursuant to California Labor
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Code Sections 226 (e), and an award of costs, expenses, and reasonable attorney fees, including but not limited to those provided in Section 226 (e), as well as other available remedies.

TENTH CAUSE OF ACTION

Failure to Reimburse Necessary Expenditures

[Cal. Lab. Code § 2802]

(PLAINTIFF, individually, and on behalf of all similarly situated employees against all
DEFENDANTS)

95. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

96. Labor Code Section 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

97. DEFENDANTS did not reimburse PLAINTIFF and members of the PLAINTIFF CLASS for all necessary expenditures or losses incurred by them during their employment.

98. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and members of the PLAINTIFF CLASS have been deprived of compensation and are entitled to recovery of such amounts, plus interest thereon, and attorney fees and costs.

ELEVENTH CAUSE OF ACTION

Unfair and Unlawful Business Practices

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

(PLAINTIFF, individually, and on behalf of all similarly situated employees against all
DEFENDANTS)

99. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

100. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Orders as alleged herein constitutes an

1 unfair and unlawful business practice under California Business and Professions Code § 17200 *et*
2 *seq.*

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

7 102. DEFENDANTS have avoided payment of wages, and other benefits as required by
8 the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
9 Orders. Further, DEFENDANTS have failed to record, report, and pay the correct sums of
10 assessment to the state authorities under the California Labor Code and other applicable regulations.

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

15 104. DEFENDANTS' unfair business practices entitle PLAINTIFF and the PLAINTIFF
16 CLASS to seek preliminary and permanent injunctive relief, including but not limited to, orders that
17 DEFENDANTS account for and restore to PLAINTIFF and the PLAINTIFF CLASS the
18 compensation unlawfully withheld from them. Thus, they are entitled to restitution, in addition to
19 interest, costs, and attorney fees for the underlying statutory violations incorporated herein,
20 including but not limited to Labor Code Sections 1194, 1194.2, 218.5, *et seq.*, amongst other
21 violations.

22 **TWELFTH CAUSE OF ACTION**

23 **Civil Penalties Pursuant to The Private Attorneys General Act**

24 [Labor Code § 2698 *et seq.*]

25 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
26 DEFENDANTS)

105. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

106. PLAINTIFF alleges—on information and belief—that DEFENDANTS violated Labor Code sections 201, 202, 203, 256 (waiting time), 204, 210 (timely wages during employment), 226, 226(a), 226.3, 226.6 (wage statements), 226, 1174, 1174.5 (maintenance of records), 226.2, 226.7, 510, 512, 1194, 1197 (meal and rest periods), 233, 246 (sick pay), 1182.12, 1194, 1197, 1197.1 (minimum wage), 510, 1194, 1198 (overtime), as well as all applicable Wage Orders, as alleged herein.

107. These violations subject employers and individuals to civil penalties as set forth in (1) the foregoing statutes to the extent that they are specified and contained therein, which PLAINTIFF will be seeking individually and on the behalf of all aggrieved employees; or to (2) to the extent that that the statutes do not provide for PAGA civil penalties or PAGA available relief, then PLAINTIFF will seek the default PAGA penalties for each of the preceding statutory violations in accordance with Labor Code section 2699(f), individually and for all aggrieved employees, as well as the LWDA.

108. Pursuant to Labor Code section 2699(g), PLAINTIFF is entitled to an award of reasonable attorney fees and costs in connection with the claim for civil penalties.

109. PLAINTIFF has exhausted the administrative remedies by providing notice to the LWDA and to DEFENDANTS as required by the PAGA statute, complying with all requirements to exhaust the administrative remedies on or about September 18, 2023. Neither PLAINTIFF nor PLAINTIFF’s counsel received a response from DEFENDANTS or the LWDA.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF and the PLAINTIFF CLASS pray for judgment against DEFENDANTS, and each of the, as follows:

1. That this action be certified as a class action;
2. That PLAINTIFF be appointed as representative of the PLAINTIFF CLASS;
3. That counsel for PLAINTIFF be appointed as class counsel;

- 1 4. For unpaid wages and reimbursement of business expenses;
2 5. For actual damages pursuant to California Labor Code 226(e);
3 6. For meal and rest period compensation pursuant to California Labor Code § 226.7
4 and IWC Wage Orders;
5 7. For minimum wage liquidated damages pursuant to California Labor Code 1194.2;
6 8. For statutory and civil penalties, including under PAGA as provided by law;
7 9. For waiting time penalties pursuant to California Labor Code section 203;
8 10. For injunctive relief to stop DEFENDANTS' illegal practices described above,
9 including, but not limited to, the failure to pay all earned wages, including overtime wages, the
10 failure to provide accurate itemized statements, and other practices as mentioned herein;
11 11. For DEFENDANTS to be ordered and enjoined to make restitution to PLAINTIFF
12 and members of the PLAINTIFF CLASS and disgorgement of profits from their unlawful business
13 practices and accounting, pursuant to California Business and Professions Code § 17203 and 17204;
14 12. For costs of suit, attorney fees, and expert witness fees pursuant the Labor Code,
15 Code of Civil Procedure § 1021.5, and/or any other basis;
16 13. For pre- and post-judgment interest; and,
17 14. For all such other and further relief that the court may deem just and proper.

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DATED: April 18, 2024

Respectfully Submitted,

ELKIN | GAMBOA LLP

By: _____



Michael Elkin

Attorneys for Plaintiff Inga Koslowski

DEMAND FOR TRIAL BY JURY

PLAINTIFF hereby demands a jury trial of all causes of action and claims with respect to which PLAINTIFF has a right to jury trial.

Respectfully Submitted,

DATED: April 18, 2024

ELKIN | GAMBOA LLP

By: _____

Michael Elkin

Attorneys for Plaintiff Inga Koslowski