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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 ARTIN TOROSSIAN,

11 Plaintiff,

12 vs.

13 BROOKDALE EMPLOYEE SERVICES,
14 LLC; and DOES 1 to 25, inclusive,

15 Defendants.

) CASE NO.: 24STCV00323

) **COMPLAINT FOR DAMAGES FOR:**

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
2) **FAILURE TO PAY MINIMUM WAGES;**
3) **FAILURE TO PAY OVERTIME;**
4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
5) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
6) **FAILURE TO GIVE REST BREAKS**
7) **FAILURE TO GIVE MEAL BREAKS**
8) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
9) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**
10) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
11) **FAILURE TO PROVIDE PERSONNEL FILE;**
12) **FAILURE TO PROVIDE PAY RECORDS;**
13) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, ARTIN TOROSSIAN (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants BROOKDALE EMPLOYEE SERVICES, LLC and DOES 1 to 25, inclusive, (hereinafter collectively known as "Defendant(s)" or "BROOKDALE"), do business in the County of Los Angeles and because Defendants' obligations and liabilities arise therein. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant BROOKDALE EMPLOYEE SERVICES, LLC is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and

1 under the authority of their agency, employment, or representative capacity, with the consent
2 of his/her codefendants.

3 **GENERAL ALLEGATIONS**

4 6. Plaintiff started working for BROOKDALE on or around June 2023 as a chef and
5 Dining Services Manager.

6 7. Plaintiff's employment ended on or around October 26, 2023. During his tenure,
7 Plaintiff was classified as an hourly, non-exempt employee.

8 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
9 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
10 Security Services USA, Inc., an onsite security provider. After about a year of employment,
11 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
12 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
13 termination of employment and weekly payment of wages to temporary employees. The trial
14 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
15 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
16 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
17 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
18 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
19 PAGA representative to sue for violations that the representative has personally suffered. The
20 PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves
21 and others. The statute also states that an "aggrieved employee" is "any person who was
22 employed by the alleged violator and against whom one or more of the alleged violations was
23 committed." Because at least one of the violations that Huff had alleged had affected him
24 personally, the Court of Appeal denied Securitas' motion.
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1 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
2 other employees, it allows for suits broader than the specific violations the named employee
3 experienced. Therefore, even if the employee did not personally experience the Labor Code
4 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff's
5 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
6 other employees, including ALL hourly, non-exempt employees, irrespective of job title or job
7 duties.
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9 10. It is Plaintiff's position that BROOKDALE has violated the following Labor Code
10 Sections against Plaintiff and other similarly situated aggrieved employees, who include all
11 non-exempt, hourly employees who worked for BROOKDALE at their various locations in the
12 State of California during the relevant PAGA period.

13 11. BROOKDALE violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed
14 to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
15 including the statutory minimum wage for all hours worked and for "off the clock" work. This
16 is so because Plaintiff and others would consistently work through meal breaks even though
17 they were clocked out and "off the clock". The latter would be akin to a minimum wage
18 violation wherein Plaintiff and others were not paid for all hours worked. Moreover, due to the
19 heavy work load, Plaintiff would have to perform tasks while "off the clock", including
20 inventory, ordering from vendors, menu design/creation, and due to being contacted after
21 hours. Plaintiff explained to management that there simply was no time to perform these other
22 tasks because Plaintiff would spend all day cooking. As alluded to above, about 90% of the
23 time, Plaintiff and others would have to clock out for lunch to look like they were compliant on
24 paper, however, Plaintiff and others would continue working. The latter was a function of
25 being extremely short-staffed. In addition, BROOKDALE had a company policy wherein they
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1 would disproportionately round down the number of hours worked by Plaintiff and other
2 aggrieved employees, resulting in "time shaving" and further resulting in aggrieved employees
3 not being paid for all hours worked.

4 12. Due to the above "off the clock" violations and due to rounding/ "time shaving",
5 BROOKDALE also violated Labor Code §510 because it failed to pay Plaintiff and other
6 aggrieved employees overtime compensation, even though they worked more than 8 hours per
7 day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff's and
8 other aggrieved employees' actual work hours entitled them to overtime compensation,
9 however, BROOKDALE did not compensate its hourly, non-exempt employees with the
10 correct amount of overtime. Furthermore, BROOKDALE failed to include bonuses/incentive
11 payments in calculating Plaintiff and other employees' regular rate of pay for use in
12 deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments
13 were also not factored into Plaintiff's and others' regular rate for purposes of receiving meal
14 and rest break premiums per the Ferra v. Loews case.

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17 13. BROOKDALE also violated Labor Code § 226.7 and the appropriate Industrial
18 Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and other
19 similarly situated aggrieved employees with 10-minute rest periods for every four hours of
20 work, or majority portion thereof, throughout their employment. BROOKDALE did not
21 completely relieve Plaintiff and others of all duty during said rest periods. BROOKDALE did
22 not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of
23 compensation for each workday that one or more statutory rest periods was not provided. It
24 was not part of the company policy for employees such as Plaintiff to take any rest breaks and
25 for them to be UNINTERRUPTED. At one point, Plaintiff had to work 6 days per week
26 because the kitchen was so short-staffed. The issues with staffing is what led to most of the
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1 labor code violations experienced by Plaintiff and others, including “off the clock work” and
2 relatedly not being paid the proper overtime and not receiving statutory breaks. Moreover, it
3 would not have been possible for employees such as Plaintiff to take such uninterrupted rest
4 breaks due to having consistent job duties with respect to cooking duties and being short-
5 staffed. As such, the culture as well as the policies and procedures of BROOKDALE did not
6 lend itself to the employees receiving statutory rest breaks wherein they were relieved of all
7 work duties. The environment at BROOKDALE was not conducive to receiving statutory rest
8 breaks under California law and timely, statutory rest breaks were not authorized or enforced.
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10 14. BROOKDALE violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
11 Commission Wage Order no. 4/5 because it failed to provide hourly, non-exempt employees,
12 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every
13 five (5) hours of work throughout their employment. BROOKDALE did not completely relieve
14 Plaintiff and other employees of all duty during said meal periods. BROOKDALE did not pay
15 to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular
16 rate of compensation for each workday that one or more statutory meal periods was not
17 provided. The hourly, non-exempt employees would be forced to clock out for lunch before the
18 5th hour worked but would then be forced to work while “off the clock” due to the nature of
19 their work and due to having consistent cooking duties while short-staffed. The latter was the
20 same reason that Plaintiff and others were not able to take uninterrupted and complete meal
21 periods wherein they were relieved of all work duties. Furthermore, there was no second meal
22 period provided when shifts were 10 hours or longer. Furthermore, and as alluded to above,
23 Plaintiff and others would also have to work through their statutory breaks due to the
24 workload. Like the rest breaks, receiving a thirty-minute uninterrupted and timely meal break
25 was not part of the company culture and was not enforced by BROOKDALE. Consequently, it
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1 was the normal practice and custom of BROOKDALE not to authorize, permit, and enforce
2 timely statutory meal periods. If BROOKDALE had Plaintiff sign a meal period waiver, it
3 would not be valid and enforceable since Plaintiff and others generally worked more than a 6-
4 hour shift. If BROOKDALE had Plaintiff sign an on-duty meal period agreement wherein
5 Plaintiff agreed to work through the meal periods or stay on the premises during meal periods,
6 it would be invalid and unenforceable because the nature of Plaintiff's job does not prevent
7 him from taking a meal period. Moreover, any such "on duty" meal period agreement did not
8 allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and
9 others did not always receive statutory, timely meal periods during their employment. If
10 BROOKDALE argues that Plaintiff and others were actually paid for their meal breaks, the
11 latter would not mean there was no violation since Plaintiff and others were essentially denied
12 any meal breaks for them to rest and get something to eat. The solution for BROOKDALE is
13 not to keep their employees from taking meal periods, but to hire additional staff and
14 "breakers" to make sure that their staff receive statutory breaks. To the extent that
15 BROOKDALE argues that employees receive meal break premium pay for missed meal
16 periods, that argument is inconsequential for PAGA penalty purposes since the PAGA
17 penalties are for the violations themselves, irrespective of whether an employee received the
18 premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire*
19 *Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice
20 between providing *either* meal and rest breaks *or* an additional hour of pay." *See Kirby v.*
21 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
22 extra hour of pay does not excuse the violation; the employer has still committed a violation
23 even if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar.
24 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at
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1 BROOKDALE was not conducive to receiving consistent, timely, statutory meal breaks under
2 California law. Moreover, any meal or rest break premiums paid were not compensated at the
3 weighted average regular rate, inclusive of bonuses and/or incentive payments.

4 15. Furthermore, during the relevant time period, and due to the above labor code
5 violations, BROOKDALE failed to pay Plaintiff and other similarly situated aggrieved
6 employees all wages due to them within any time period specified by California Labor Code
7 section 204. BROOKDALE was also in violation of California Labor Code section 226(a) by
8 failing to include pertinent information on the wage statements, including but not limited to,
9 the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross
10 wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions,
11 the correct start and end of the pay period, all employee identifying information, the correct
12 name and address of the legal employer, and reimbursement for business expenses, among
13 others. As such, BROOKDALE did not provide Plaintiff and other similarly situated aggrieved
14 employees with complete, accurate itemized wage statements.
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17 16. During the relevant time period, BROOKDALE also failed to keep accurate and
18 complete payroll records showing the actual hours worked per day and the wages paid to
19 Plaintiff and others pursuant to California Labor Code sections 1174(d).

20 17. BROOKDALE also violated Labor Code § 203 because it willfully failed to pay
21 Plaintiff and other similarly situated aggrieved employees earned and due wages upon
22 separation of employment, either immediately upon involuntary termination, or within 72
23 hours of resignation. These earned but unpaid wages include compensation for all hours
24 worked, including minimum wages, overtime compensation, and premium pay for missed meal
25 and rest breaks.
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27 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
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1 necessary, business-related expenses and costs that were not reimbursed by BROOKDALE.
2 These costs include, but are not limited to, use of personal phones for business-related
3 purposes, uniforms, use of personal vehicle for work purposes, and the purchase of cake/quiche
4 pans, wine, gluten-free bread, among other items. Accordingly, BROOKDALE was in
5 violation of California Labor Code sections 2800 and 2802.

6 19. Furthermore, Plaintiff believes Defendants have also violated Labor Code Section 558
7 and has engaged in business practices which violate Business and Professions Code Section
8 17200.
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10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

12 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
13 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 20. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 19, inclusive, of this Complaint as though fully set forth herein.

17 21. At all times relevant herein, Defendants were required to compensate its employees for
18 all hours worked upon reporting for work at the appointed time stated by the employer
19 pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code of
20 Regulations, Title 8, Section 11040/11050.

21 22. For the three (3) years preceding filing of this action, Defendants failed to compensate
22 Plaintiff for all hours worked.

23 23. Under the aforementioned wage order and regulations, Plaintiff is to recover
24 compensation for all hours worked but not paid by Defendants for the three (3) years
25 preceding the filing of this Complaint.

26 24. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
27 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
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1 this Court.

2 25. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
3 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
4 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
5 reasonable attorney's fees and costs of suit.

6 26. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
8 amount known to Plaintiff once he has obtained all of his payroll records from
9 Defendants.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(California Labor Code Sections 1194, 1194.2, 1197)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 27. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 26, inclusive, of this Complaint as though fully set forth herein.

16 28. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
17 to suffer or permit a California employee to work without paying wages at the minimum wage
18 rate for all hours worked as required by the applicable Industrial Welfare Commission
19 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of
20 Regulations, Title 8, Section 11040/11050, subdivision 4.

21 29. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2, at all
22 relevant times, "hours worked" included "the time during which an employee is subject to the
23 control of an employer, and includes all the time the employee is suffered or permitted to work,
24 whether or not required to do so..."

25 30. During his employment, Plaintiff was regularly required as a matter of uniform
26 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
27 was paid less than the minimum wage rate by Defendants for hours worked in violation of
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1 California Labor Code Section 1197 and the applicable California Industrial Wage
2 Commission wage order(s).

3 31. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
4 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
5 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
6 to believe that their acts or omissions were not contrary to California law.

7 32. For all hours worked by Plaintiff for which he was paid less than the minimum wage
8 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
9 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
10 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
11 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

12 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY OVERTIME**

17 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of
18 Regulations Title 8 Section 11040/11050)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 34. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein. This
22 cause of action is brought by Plaintiff against all Defendants jointly and individually.

23 35. Pursuant to Industrial Welfare Commission Orders No. 4-2001/5-2001, California
24 Code of Regulations, Title 8, Section 11040/11050, for the period of Plaintiff's employment,
25 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
26 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
27 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
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1 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
2 consecutive work day in a week.

3 36. Plaintiff was a non-exempt employee entitled to the protections of the California
4 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
5 Title 8, Section 11040/11050.

6 37. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
7 single workweek on numerous occasions.

8 38. Plaintiff worked more than twelve (12) hours in a single workday.

9 39. Plaintiff was entitled to the above overtime premiums.

10 40. Defendants did not pay Plaintiff premium wages of at least one and one-half times
11 Plaintiff's correct regular rate of pay for hours worked past eight (8) in a day.

12 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
13 Plaintiff's correct regular rate of pay for hours worked past forty (40) in a week.

14 42. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's correct
15 regular rate of pay for hours worked past twelve (12) in a day.

16 43. Plaintiff worked at least one pay period in which he was not properly paid the correct
17 amount of overtime within the three (3) years prior to the initiation of this lawsuit.

18 44. Defendants know or should know the actual dates of overtime worked, the amount of
19 overtime worked, and the amount of unpaid overtime due.

20 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
21 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
22 Court.

23 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
24 Regulations, Title 8, Section 11040/11050, Plaintiff is entitled to recover damages for the
25 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
26 reasonable attorney's fees and costs of suit.

27 **FOURTH CAUSE OF ACTION**
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FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff against all named defendants and all DOE defendants)

47. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 46, inclusive, of this Complaint as though fully set forth herein. This cause of action is brought by Plaintiff against all Defendants jointly and individually.

48. Labor Code section 226(a) requires employers provide employees with itemized wage statements.

49. Labor Code section 226(a)(2) requires pay stubs accurately account for hours worked and the applicable hourly rates.

50. Labor Code section 226(a)(9) requires pay stubs to accurately reflect all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

51. Pursuant to California Labor Code Section 226, every employer must furnish each employee an itemized statement of wages and deductions at the time of payment of wages.

52. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that accurately reflected all information required by Labor Code Section 226, including but not limited to, gross wages earned, net wages earned, total hours worked by the employee, all deductions, overtime hours and pay, premium pay for rest break and meal break violations, and business expense reimbursement, among others. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in accordance with California Labor Code Section 226(a).

53. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees.

1 54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
2 sustained damages, including loss of earnings, in an amount to be established at trial. As a
3 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
4 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
5 and attorney's fees pursuant to statute.

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7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

9 **(California Labor Code Section 204)**

10 **(Plaintiff against all named defendants and all DOE defendants)**

11 55. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein. This
13 cause of action is brought by Plaintiff against all Defendants jointly and individually.

14 56. California Labor Code Section 204 establishes the fundamental right of all employees
15 in the State of California to be paid wages in a timely fashion for their work.

16 57. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
17 full amount of all owed wages when due as required by California Labor Code Section 204.

18 58. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
19 informed, believes, and thereon alleges, that all times relevant during the liability period,
20 Defendants maintained a policy or practice of not paying Plaintiff the minimum wage for all
21 hours worked, not paying Plaintiff for all overtime hours worked, and not compensating
22 Plaintiff with premium pay for missed rest and meal breaks.

23 59. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
24 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
25 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
26 from Defendants' records or indirectly based on information from Defendants' records.
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SIXTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

60. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 59, inclusive, of this Complaint as though fully set forth herein. This cause of action is brought by Plaintiff against all Defendants jointly and individually.

61. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. Title 8 of the California Code of Regulations Section 11040/11050(11)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.

The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- b. Title 8 of the California Code of Regulations Section 11040/11050(11)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;

- c. Title 8 of the California Code of Regulations section 11040/11050(18)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an

1 employee a rest period in accordance with an applicable order of the Industrial
2 Welfare Commission, the employer shall pay the employee one (1) additional hour
3 of pay at employee's regular rate of compensation for each work day that the rest
4 period is not provided.

5 62. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
6 break after every four (4) hours of work or major fraction thereof, as required by California
7 law.

8 63. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
9 regulations, and wage orders alleged in this cause of action along with any allowable interest,
10 penalties, attorney's fees and costs, in an amount to be proven at trial. Specifically, Plaintiff
11 prays for the foregoing moneys calculated from 3 years immediately preceding the filing of
12 this lawsuit.
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14 64. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees
15 as well as interest under Labor Code section 218.6.
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17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO GIVE MEAL BREAKS**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

22 66. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 23 a. California Labor Code section 512(a), which requires that employees be given a 30-
24 minute uninterrupted meal break after five (5) hours of work, and a second
25 uninterrupted meal break after ten (10) hours of work;
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27 b. California Labor Code section 226.7, which states that (a) no employer shall require
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1 any employee to work during any meal period mandated by an applicable order of
2 the Industrial Welfare Commission, and (b) if any employer fails to provide an
3 employee a meal period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one (1) additional hour
5 of pay at the employee's regular rate of compensation for each workday that the
6 meal period is not provided;

- 7
- 8 c. California Industrial Welfare Commission Order No. 4/5 section 11(B)/10(B), as
9 codified under Title 8 of the California Code of Regulations Section 11040/11050,
10 which state that if an employer fails to provide an employee a meal period in
11 accordance with the applicable provisions of the Wage Order, the employer shall
12 pay the employee one (1) hour of pay at the employee's regular rate of
13 compensation for each workday that the meal period is not provided;
- 14
- 15 d. California Industrial Welfare Commission Wage Order No. 4/5 Section
16 7(A)(3)/6(A)(3), as codified under Title 8 of the California Code of Regulations
17 Section 11040/11050, which require an employer to maintain records documenting
18 its employees' meal periods;
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- 20 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A)/18(A),
21 as codified under California Code of Regulations Section 11040/11050, which
22 penalizes the employer \$50.00 for each initial violation, per employee, of any
23 provision of the Wage Order, and \$100.00 for each additional violation thereafter
24 per employee; and
- 25
- 26 f. California Labor Code section 1171 and 1173, which have given the California
27 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4)
28 as enforceable law.

1 67. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
2 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
3 take a second relieved meal break after ten (10) hours of work, as required by California law.
4 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
5 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq., require
6 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
7 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
8 work duty. California Labor Code section 226.7 provides that employers may not require their
9 employees to work through their meal periods. California Labor Code section 226.7 and
10 California Code of Regulations section 11040/11050 require that if the employer fails to
11 provide the employee with an uninterrupted meal period, the employer must pay the employee
12 one (1) hour of pay for each work day that the meal period is not given.
13

14 68. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
15 regulations, and wage orders alleged in this cause of action along with any allowable interest,
16 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
17 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
18

19 69. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
20 fees as well as interest under Labor Code section 218.6.

21 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

24 **EIGHTH CAUSE OF ACTION**

25 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

26 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

27 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
28

1 paragraphs 1 through 70, inclusive, of this Complaint as thought fully set forth herein.

2 72. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
3 employee for all necessary expenditures or losses incurred by the employee in direct
4 consequence of the discharge of his or her duties.”

5 73. Beginning at most 3 years prior to the filing of this complaint, in order to discharge
6 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
7 of completing his job duties, which were not reimbursed by Defendants. These expenses
8 include, but are not limited to, use of personal phones for business-related purposes, uniforms,
9 use of personal vehicle for work purposes, and the purchase of cake/quiche pans, wine, gluten-
10 free bread, among other items.

11 74. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
12 and attorney’s fees and costs, under Labor Code section 2802.

13 **NINTH CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

15 **(California Labor Code Sections 201, 202, 203)**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 75. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 74, inclusive, of this Complaint as though fully set forth herein.
19

20 76. Pursuant to California Labor Code Section 201(a), an employer who discharges an
21 employee must immediately pay for all compensation due and owing.

22 77. Pursuant to California Labor Code Section 202, when an employee resigns, the
23 employer must pay all compensation due and owing within 72 hours of resignation, or on the
24 employee’s last day of work, if the employee gives more than 72 hours notice of resignation.

25 78. Pursuant to California Labor Code Section 203, if an employer willfully fails to
26 pay, without abatement or reduction, any wages of an employee whose employment ends, the
27 wages of the employee shall continue as a penalty from the due date at the same rate until paid
28

1 or until an action is commenced; however, the wages shall not continue for more than 30 days
2 for failure to pay an employee owed wages.

3 79. After Plaintiff's employment with Defendants ended, Defendants willfully
4 refused and continue to refuse to pay him unpaid wages as required by Labor Code Section
5 203.

6 80. Under this cause of action, Plaintiff prays for penalties due under the statutes
7 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
8 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year
9 immediately preceding the filing of this lawsuit.

10 81. Under this cause of action, Plaintiff also prays for attorney's fees and costs
11 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
12 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

13 82. Under this cause of action, Plaintiff prays for penalties due under the statutes
14 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
15 proof at trial.

16 **TENTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
19 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,**
1197, 1197.1, 1198, 2800, 2802)

20 **(Plaintiff Against all Named Defendants and all DOE Defendants)**

21 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

23 84. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
24 Defendants of the specific violations of the California Labor Code that Defendants
25 and DOE defendants have violated and continue to violate.

26 85. Pursuant to California Labor code section 2699.3, no response was received from the
27 LWDA within 65 days of the postmark date of the above-alleged letter.
28

1 86. Plaintiff therefore has exhausted all administrative remedies required of him under
2 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
3 cause of action and pursue penalties in a representative action for Defendants' violations of the
4 Labor Code.

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

11 88. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
12 violator and had one or more of the alleged violations committed against him, and therefore is
13 properly suited to represent the interests of other current and former hourly, non-exempt
14 employees who worked for BROOKDALE at all locations in the state of California during
15 the relevant PAGA Period.

16 89. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties under
17 California Labor Code sections 2698 and 2699 because of Defendants' violations of numerous
18 provisions of the California Labor Code as alleged in this Complaint.

19 90. Plaintiff therefore has exhausted all administrative remedies required of him under
20 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
21 cause of action and pursue penalties in a representative action for Defendants' violations of the
22 Labor Code.

23 91. California Labor Code section 2699 et seq. imposes penalties upon culpable
24 Defendants for violating the Labor Code.

25 92. California Labor Code section 558 establishes a civil penalty as follows: Any
26 employer or other person action on behalf of an employer who violates, or causes to be
27
28

1 violated, a section of this chapter or any provision regulating hours and days of work in any
2 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
3 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
4 dollars (\$50) for each underpaid employee for each pay period for which the employee was
5 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
6 employee for each pay period for which the employee was underpaid...

7 93. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
8 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
9 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved
10 employees in this specific cause of action under the Private Attorneys General Act.

11 94. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
12 the following:

13 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
14 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
15 2800, 2802, via 2698 and 2699 and any other Labor Codes and Industrial Welfare
16 Commission Wage Order Provisions (no.4/5) violated based on the facts alleged in this
17 Complaint.

18 95. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
19 costs, and civil penalties on behalf of other current and former aggrieved employees as alleged
20 herein in an amount to be shown according to proof at trial and within the jurisdictional limits
21 of this Court.

22 **ELEVENTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE PERSONNEL FILE**

24 **(Plaintiff against All Named Defendants and all DOE defendants)**

25 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 95, inclusive, of this Complaint as though fully set forth herein.
27
28

1 97. Labor Code section 1198.5 dictates “every current and former employee, or his or her
2 representative, has the right to inspect and receive a copy of the personnel records that the
3 employer maintains relating to the employee’s performance or to any grievance concerning the
4 employee.”

5 98. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the employer
6 shall make the contents of those personnel records available for inspection to the current or
7 former employee, or his or her representative, at reasonable intervals and at reasonable
8 times...” On information and belief, Defendants intentionally failed to provide Plaintiff with
9 personnel records when requested by Plaintiff via certified letter on October 31, 2023, as
10 required by law. Plaintiff requested his personnel records in accordance with California Labor
11 Code section 1198.5 on October 31, 2023 via certified letter.
12

13 99. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
14 records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has
15 suffered and continues to suffer substantial losses related to Defendants' failure to provide
16 personnel records.

17 100. Plaintiff seeks all available remedies for Defendants’ violations including, but not
18 limited penalties, and costs to the extent permitted by law and according to proof at trial.
19 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
20 in the amount of \$750.00, along with costs and attorney’s fees.
21

22 **TWELFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE PAY RECORDS**

24 **(Plaintiff against All Named Defendants and all DOE defendants)**

25 101. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 100, inclusive, of this Complaint as though fully set forth herein.
27
28

1 102. Labor Code section 226 sub-section (b) dictates “an employer...shall afford current
2 and former employees the right to inspect or copy records pertaining to their employment,
3 upon reasonable request to the employer...”

4 103. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer who
5 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
6 pertaining to a current or former employee shall comply with the request as soon as
7 practicable, but no later than 21 calendar days from the date of the request.” On information
8 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
9 by Plaintiff via certified letter, on October 31, 2023, and as required by law.
10

11 104. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and
12 continues to suffer substantial losses related to Defendants’ failure to provide pay records.
13 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
14 in the amount of \$750.00, along with costs and attorney’s fees.
15

16 105. Plaintiff seeks all available remedies for Defendants’ violations including, but not
17 limited penalties, and costs to the extent permitted by law and according to proof at trial.

18 **THIRTEENTH CAUSE OF ACTION**

19 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

20 **(California Business and Professions Code Section 17200)**

21 **(Plaintiff against All Named Defendants and all DOE defendants)**

22 106. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 105, inclusive, of this Complaint as though fully set forth herein.
24

25 107. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
26 constitute unfair and unlawful business practices under California Business and Professions
27 Code Section 17200, et seq.

28 108. Defendants’ violations of California labor laws constitutes a business practice because

1 it was done repeatedly over a significant period of time in a systematic manner that was
2 detrimental to Plaintiff and others.

3 109. For the four years preceding the filing of this action, Plaintiff has suffered damages
4 and request damages and/or restitution of all monies and profits to be disgorged from
5 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
6 this Court.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
10 follows:

- 11 1. For compensatory damages including lost past and future wages, regular wages,
12 overtime, and all other sums of money, including employment benefits, together with
13 interest on said amounts, and any other economic injury to Plaintiff, according to proof;
- 14 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
15 at trial;
- 16 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
17 subject to proof at trial;
- 18 4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
19 proof at trial;
- 20 5. For restitution and disgorgement for all unfair business practices by Defendants against
21 Plaintiff in an amount subject to proof at trial;
- 22 6. For an order enjoining Defendants from further unfair and unlawful business practices in
23 violation of Business and Professions Code Sections 17200, et seq.;
- 24 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
25 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 26 8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
27 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 28 9. For maximum civil penalties available under the Labor Code and applicable Wage Order

1 against Defendant as described more particularly in the Complaint and Representative
2 PAGA claim/action;

3 10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
4 Code including an award of attorney's fees, costs, interest, and penalties according to
5 proof to the extent permitted by law;

6 11. For restitution and/or damages for all amounts unlawfully withheld from the wages of
7 Plaintiff, as may be proven;

8 12. For the imposition of civil penalties and/or statutory penalties;

9 13. For all interest as allowed by law;

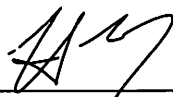
10 14. For all costs and disbursements incurred in this suit;

11 15. Reasonable attorney's fees where available by law, including but not limited to, pursuant
12 to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, the
13 California Labor Code; and/or other applicable laws; and

14 16. For such other and further relief as this Court may deem proper.

15
16 DATED: January 4, 2024

MESSRELIAN LAW INC.

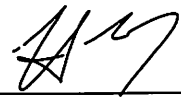
17
18 By 
19 Harout Messrelian, Esq.
20 Attorneys for Plaintiff Artin Torossian

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

23
24 DATED: January 4, 2024

MESSRELIAN LAW INC.

25
26 By 
27 Harout Messrelian, Esq.
28 Attorneys for Plaintiff Artin Torossian