

SEZGIN KHOUSADIAN LLP

ARTHUR SEZGIN, ESQ., (State Bar No. 296666)

arthur@sklaw.legal

ALISA KHOUSADIAN, ESQ., (State Bar No. 285497)

alisa@sklaw.legal

500 North Central Avenue, Suite 830

Glendale, California 91203

Phone: (818) 696-1330 | Fax: (818) 696-1331

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
6/21/2024 12:50 PM
By: Crista Martinez, DEPUTY

Attorneys for **PLAINTIFF CLAUDIA LAZARO**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CIVSB2420845

CLAUDIA LAZARO,

Plaintiff,

vs.

GILL SAMRA MARKET, a California
corporation;
GILL SUPERMERCADO, INC., a California
corporation;
GURMEET SINGH GILL, an individual; and
DOES 1 THROUGH 100, inclusive,

Defendants.

) Case No.:

) **COMPLAINT FOR DAMAGES:**

) **(1) FAILURE TO PAY MINIMUM WAGE,**
) **VIOLATION OF CALIFORNIA *LABOR***
) ***CODE* § 1197;**

) **(2) FAILURE TO PAY OVERTIME WAGES,**
) **VIOLATION OF CALIFORNIA *LABOR***
) ***CODE* § 510 & WAGE ORDER NO. 4;**

) **(3) FAILURE TO PROVIDE MEAL & REST**
) **PERIODS, VIOLATION OF**
) **CALIFORNIA *LABOR CODE* §§ 226.7,**
) **512, & WAGE ORDER NO. 4;**

) **(4) VIOLATION OF CALIFORNIA *BUS. &***
) ***PROF. CODE* §§ 17200 ET SEQ. FOR**
) **UNFAIR BUSINESS PRACTICES;**

) **(5) FAILURE TO PROVIDE ACCURATE**
) **ITEMIZED WAGE STATEMENTS,**
) **VIOLATION OF CALIFORNIA *LABOR***
) ***CODE* § 226;**

1) (6) FAILURE TO PROVIDE EMPLOYEE
2) PERSONNEL FILES, VIOLATION OF
3) CALIFORNIA LABOR CODE §§ 432,
4) 1198.5;
5)
6) (7) PRIVATE ATTORNEYS GENERAL
7) ACT ("PAGA").
8)
9) JURY TRIAL DEMANDED

6 COMES NOW PLAINTIFF CLAUDIA LAZARO (hereinafter referred to as "LAZARO" or
7 "Plaintiff") and complains against the above-named Defendants and for causes of action against the
8 Defendants, and each of them, as follows:

9 **THE PARTIES**

10 1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or
11 domiciled in the County of Riverside, State of California.

12 2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,
13 Defendants GILL SAMRA MARKET, a California corporation, and GILL SUPERMERCADO,
14 INC., a California corporation (hereinafter collectively referred to as "EL RANCHO
15 SUPERMARKET" and collectively with all other Defendants as "Defendants") were, and now are,
16 valid businesses of forms unknown, duly organized and existing under the laws of the State of
17 California, having their principal places of business in the County of San Bernardino, State of
18 California.

19 3. Plaintiff is informed and believes, and thereon alleges that the abovenamed Defendants are
20 an "integrated enterprise" under the law, thereby making them jointly liable for the conduct alleged
21 herein. Plaintiff is informed and believes, and thereon further alleges that there is centralized control
22 of labor relations between Defendants and an interrelation of operations.

23 4. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein,
24 Defendant GURMEET SINGH GILL (hereinafter referred to as "GILL" and collectively with all
25 other Defendants as "Defendants"), was, and now is, an individual domiciled in the County of San
26 Bernardino, State of California, and is/was a Manager, Officer, Shareholder, Director, Supervisor,
27

1 Manager, Managing Agent, Owner, Principal, and/or Employee of Defendant El Rancho
2 Supermarket.

3 5. California Labor Code Section 558.1 in relevant part declares:

4 (a) Any employer or other person acting on behalf of an employer, who
5 violates, or causes to be violated, any provision regulating minimum wages
6 or hours and days of work in any order of the Industrial Welfare
7 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
8 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

9 (b) For purposes of this section, the term “other person acting on behalf of
10 an employer” is limited to a natural person who is an owner, director, officer,
11 or managing agent of the employer, and the term “managing agent” has the
12 same meaning as in subdivision (b) of Section 3294 of the Civil Code.

13 6. Plaintiff is informed and believes, and thereon alleges that Defendant Gill is a natural person
14 and an owner, director, officer, and/or managing agent of Defendant El Rancho Supermarket, who
15 directly or indirectly, or through an agent or any other person, employed or exercised control over
16 the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees (as defined
17 below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for his violations of, or
18 causing Defendants to violate, among other statutes and/or regulations, California Labor Code
19 Sections 203, 226, 226.7, 1193.6, 1194, or 2802, and/or the applicable Wage Order pursuant to
20 California Labor Code Section 558.1.

21 7. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual,
22 or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues said
23 Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to
24 assert the true names and capacities of the fictitiously named Defendants when the same have been
25 ascertained. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated
26 as “DOES” herein is legally responsible for the events, happenings, acts, occurrences, indebtedness,
27 damages, and liabilities hereinafter alleged and caused injuries and damages proximately thereby to
the Plaintiff, as hereinafter alleged.

8. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named
herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of

1 the remaining Defendants and has acted within the course and scope of such agency and
2 employment, and with the permission and consent of the co-Defendants.

3 **JURISDICTION AND VENUE**

4 9. This Court has jurisdiction over the claims alleged herein. The relief requested is within the
5 jurisdiction of this Court.

6 10. Venue is proper in the County of San Bernardino. Defendants conduct business in the
7 County of San Bernardino, and their principal places of business is in the County of San Bernardino.

8 11. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive of
9 attorney's fees, interest, and costs.

10 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

11 12. Plaintiff has been employed by Defendant El Rancho Supermarket in its Deli Department
12 since approximately April 2021. Plaintiff is now considered a full-time, non-exempt employee who
13 earns approximately \$20.50 per hour. Plaintiff generally works five (5) days per week, including
14 shifts of over eight (8) hours per day. Plaintiff and others are seemingly paid semi-monthly.

15 13. The "Aggrieved Employees" are all current and former California employees who worked
16 for Defendant El Rancho Supermarket during the relevant time period pursuant to California *Labor*
17 *Code* §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA").

18 14. It is Plaintiff's position that Defendant El Rancho Supermarket committed the following
19 Labor Code violations against Plaintiff and other similarly situated aggrieved employees.

20 15. Defendant El Rancho Supermarket did not compensate Plaintiff and other similarly situated
21 aggrieved employees with the minimum wages to which they were entitled for work performed and,
22 as such, did not compensate Plaintiff and other similarly situated aggrieved employees for all hours
23 worked at the minimum wage rate pursuant to California *Labor Code* §§ 1194, 1197 and 1197.1.

24 16. This is so because Defendant El Rancho Supermarket misclassified Plaintiff and other
25 similarly situated aggrieved employees as exempt, salaried employees and, in doing so, failed to
26 properly compensate them with the legally mandated minimum wage for each hour they worked.
27

1 Plaintiff and other similarly situated aggrieved employees' job duties and/or descriptions did not
2 qualify them for any exemptions as contemplated and permitted by the Industrial Welfare
3 Commission Wage Orders or the California Labor Code, i.e., the executive, administrative, and
4 professional exemptions.

5 17. Additionally, Plaintiff and other similarly situated aggrieved employees' rate of pay did not
6 meet the minimum threshold for them to be classified as exempt, salaried employees.

7 18. As a result of this gross, patent misclassification, Defendant El Racho Supermarket failed to
8 compensate Plaintiff and other similarly situated aggrieved employees with the legally mandated
9 minimum wage for each hour they worked.

10 19. Additionally, Plaintiff and other similarly situated aggrieved employees either did not
11 receive their daily, legally mandated thirty-minute meal periods, did not receive them timely, and/or
12 were not completely relieved and/or were routinely interrupted during their daily, legally mandated
13 meal periods. Plaintiff and other similarly situated aggrieved employees were often required to
14 continue performing their duties even during their meal periods, especially on those occasions when
15 customers walked in and required assistance, thereby resulting in Plaintiff and other similarly
16 situated aggrieved employees not taking their meal periods, not taking them timely, and/or said meal
17 periods being interrupted.

18 20. Plaintiff and other similarly situated aggrieved employees were also denied their daily,
19 legally mandated meal periods by virtue of the fact that Defendant El Rancho Supermarket
20 misclassified them as exempt, salaried employees.

21 21. Since Plaintiff was not duly compensated for the time she spent working during her meal
22 periods, Defendant El Rancho Supermarket violated California's minimum wage laws.

23 22. As a further result of the fact that it misclassified Plaintiff and other similarly situated
24 aggrieved employees as exempt, salaried employees, as well as its failure to provide Plaintiff and
25 other similarly situated aggrieved employees uninterrupted meal periods, Defendant El Rancho
26 Supermarket violated California *Labor Code* § 510, because it failed to compensate Plaintiff and
27

1 other similarly situated aggrieved employees overtime compensation, even though they worked
2 more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment.
3 Plaintiff and other similarly situated aggrieved employees' actual work hours entitled them to
4 overtime compensation (both daily and weekly). However, they were not paid accurately and fully
5 for their overtime hours worked. Moreover, incentive and/or bonus payments were not included in
6 calculating Plaintiff and others' regular rate of pay for purposes of determining their correct
7 overtime rate of pay.

8 23. Defendant El Rancho Supermarket also violated California *Labor Code* § 226.7 and the
9 applicable Industrial Welfare Commission Wage Order No. 4 because it failed to provide Plaintiff
10 and other similarly situated aggrieved employees with ten-minute rest periods for every four hours
11 of work, or majority portion thereof, throughout their employment. Defendant El Rancho
12 Supermarket did not relieve Plaintiff and other similarly situated aggrieved employees of all their
13 duties during said rest periods, instead directing them to continue working. Defendant El Rancho
14 Supermarket did not pay Plaintiff and other similarly situated aggrieved employees one additional
15 hour of pay at the regular rate of compensation for each workday when one or more statutory rest
16 periods was not provided. It was not company policy and/or not part of the company culture for
17 employees such as Plaintiff and other similarly situated aggrieved employees to take their daily rest
18 breaks. Given the heavy workload and expectation for Plaintiff and other similarly situated
19 aggrieved employees to timely complete their tasks, the culture at El Rancho Supermarket did not
20 lend itself to the employees receiving statutory rest periods at which time they were relieved of all
21 work duties. It was the normal practice and custom of Defendant El Rancho Supermarket not to
22 authorize, permit, and/or enforce statutory rest periods. As such, the work environment and culture
23 at El Rancho Supermarket was not conducive to receiving statutory rest breaks under California law.

24 24. Plaintiff and other similarly situated aggrieved employees were also denied their daily,
25 legally mandated rest periods by virtue of the fact that El Rancho Supermarket misclassified them
26 as exempt, salaried employees.

1 25. Defendant El Rancho Supermarket also violated California *Labor Code* §§ 512 and 226.7
2 along with the applicable Industrial Welfare Commission Wage Order No. 4 because it failed to
3 provide Plaintiff and other similarly situated aggrieved employees the requisite thirty-minute,
4 uninterrupted meal periods for every five (5) hours of work throughout their employment. As
5 described above, Defendant El Rancho Supermarket either failed to provide a meal period timely or
6 entirely, or it did not completely relieve Plaintiff and other similarly situated aggrieved employees
7 of all duty during said meal periods.

8 26. Plaintiff and other similarly situated aggrieved employees were also denied their daily,
9 legally mandated meal periods by virtue of the fact that Defendant El Rancho Supermarket
10 misclassified them as exempt, salaried employees.

11 27. Defendant El Rancho Supermarket did not duly compensate Plaintiff and other similarly
12 situated aggrieved employees one additional hour of pay at the regular rate of compensation for each
13 workday when one or more statutory meal periods was not provided or was interrupted. In addition,
14 meal periods were not consistently taken before the fifth hour worked, in further contravention of
15 California law.

16 28. Furthermore, during the relevant time period, and as a result of the above violations,
17 Defendant El Rancho Supermarket failed to pay Plaintiff and other similarly situated aggrieved
18 employees all wages due to them within any time period specified by California *Labor Code* § 204.

19 29. Defendant El Rancho Supermarket was also in violation of California *Labor Code* § 226(a)
20 by failing to timely provide and/or include pertinent information on Plaintiff and other similarly
21 situated aggrieved employees' wage statements including, but not limited to the name and address
22 of the legal entity that is the employer, all hours worked (minimum wage and overtime), gross wages
23 earned, net wages earned, all applicable hourly rates, all deductions, and premium pay for the missed
24 meal and rest periods, among other information.

25 30. During the relevant time period, Defendant El Rancho Supermarket also failed to keep
26 accurate and complete payroll records showing the actual hours worked per day and the wages paid
27

1 to Plaintiff and other similarly situated aggrieved employees pursuant to California *Labor Code* §
2 1174(d).

3 31. Defendant El Rancho Supermarket also violated California *Labor Code* §§ 201-203 because
4 it willfully failed to pay to aggrieved employees earned and due wages upon separation of
5 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
6 These earned but unpaid wages include, but are not limited to minimum wages, overtime
7 compensation, premium pay for missed meal and rest periods, and reimbursement for the work-
8 related expenses incurred.

9 32. Defendant El Rancho Supermarket violated California *Labor Code* § 558 and engaged in
10 business practices which violate California *Bus. & Prof. Code* §§ 17200 et seq.

11 **I.**

12 **FIRST CAUSE OF ACTION**

13 **Failure to Pay Minimum Wage**

14 **[Violation of California *Labor Code* § 1197 and IWC Wage Order No. 4]**

15 **Against All Defendants & DOES 1 Through 100, Inclusive**

16 33. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
17 Complaint as though duly set forth in full herein.

18 34. At all times relevant herein, Plaintiff should have been classified as a non-exempt, hourly
19 employee entitled to the legally mandated minimum wage for each regular hour she worked.

20 35. However, as herein alleged, Defendant El Rancho Supermarket failed to compensate her with
21 the true, full, and/or correct minimum wage set forth and required by California *Labor Code* § 1197
22 and the Industrial Welfare Commission (“IWC”) Wage Order (No. 4) for each regular hour she
23 worked.

24 36. As herein alleged, for a portion of her Plaintiff’s employment, Defendant El Rancho
25 Supermarket misclassified Plaintiff as an exempt, salaried employees and, in doing so, failed to
26 properly compensate her with the legally mandated minimum wage for each hour she worked.
27 Plaintiff’s job duties and/or descriptions did not qualify her them for any exemptions as

1 contemplated and permitted by the Industrial Welfare Commission Wage Orders or the California
2 Labor Code, i.e., the executive, administrative, and professional exemptions.

3 37. Additionally, as herein alleged, Plaintiff's rate of pay did not meet the minimum threshold
4 for her to be classified as an exempt, salaried employee.

5 38. As a result of this alleged gross, patent misclassification, Defendant El Racho Supermarket
6 failed to compensate Plaintiff with the legally mandated minimum wage for each hour she worked.

7 39. Additionally, as herein alleged, Plaintiff was required to continue performing her duties even
8 during her meal periods, thereby resulting in Plaintiff not taking her meal periods, not taking them
9 timely, and/or said meal periods being interrupted.

10 40. At all times herein relevant, the public policy of the State of California, as codified,
11 expressed, and mandated by IWC Wage Order No. 4, Section 11(A), declares unless the employee
12 is relieved of all duty during his or her thirty minute meal period, the meal period shall be considered
13 an "on duty" meal period and counted as hours worked, which must be compensated at the
14 employee's regular rate of pay.

15 41. As a result of misclassifying Plaintiff as an exempt, salaried employee, and since Plaintiff
16 was not compensated for the time she spent working during her meal periods, Defendant El Rancho
17 Supermarket was in violation of California *Labor Code* § 1197, which declares, "The minimum
18 wage for employees fixed by the commission is the minimum wage to be paid to employees, and the
19 payment of a less wage than the minimum so fixed is unlawful."

20 42. As a result of Defendant El Rancho Supermarket's failure to compensate Plaintiff with the
21 legally required minimum wage, Plaintiff is entitled to recover in a civil action the unpaid balance
22 of the full amount of minimum wage, including interest, reasonable attorney's fees, and costs of suit
23 pursuant to California *Labor Code* § 1194, which declares:

24 Notwithstanding any agreement to work for a lesser wage, any employee receiving
25 less than the legal minimum wage or the legal overtime compensation applicable to
26 the employee is entitled to recover in a civil action the unpaid balance of the full
27 amount of this minimum wage or overtime compensation, including interest,
reasonable attorney's fees, and costs of suit.

43. Plaintiff is also entitled to liquidated damages pursuant to California *Labor Code* § 1194.2(a).

44. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which in relevant part declares, “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.”

45. As alleged above, as a “person acting on behalf of an employer” as contemplated by California *Labor Code* § 558.1, Defendant Gill is also liable for the conduct alleged herein.

46. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

II.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages

[California *Labor Code* § 510 and IWC Wage Order No. 4]

Against All Defendants & DOES 1 Through 100, Inclusive

47. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

48. Defendant El Rancho Supermarket failed to compensate Plaintiff with the true, full, and/or correct overtime compensation to which she was entitled pursuant to California *Labor Code* § 510 and IWC Wage Order No. 4.

49. Indeed, as a further result of its misclassification of Plaintiff of an exempt, salaried employee, as well as its failure to provide Plaintiff uninterrupted meal periods, or any meal periods, Defendant El Rancho Supermarket violated California *Labor Code* § 510, because it failed to compensate Plaintiff overtime compensation, even though she worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout her employment.

50. At all times herein relevant, the public policy of the State of California, as codified, expressed, and mandated by California *Labor Code* § 510 and IWC Wage Order No. 4, Section

3(A), declares, “Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

51. As a result of Defendant El Rancho Supermarket’ failure to compensate Plaintiff with the true, full, and/or correct amount of her earned overtime wages, Plaintiff is entitled to recover in a civil action the unpaid balance of the overtime compensation, including interest, reasonable attorney’s fees, and costs of suit pursuant to Cal. *Labor Code* § 1194, which declares:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest, reasonable attorney’s fees, and costs of suit.

52. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which in relevant part declares, “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.”

53. As alleged above, as a “person acting on behalf of an employer” as contemplated by California *Labor Code* § 558.1, Defendant Gill is also liable for the conduct alleged herein.

54. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

III.

THIRD CAUSE OF ACTION

Failure to Provide Meal and Rest Periods

[California *Labor Code* § 226.7, 512, and IWC Wage Order No. 4]

Against All Defendants & DOES 1 Through 100, Inclusive

55. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

1 56. Defendant El Rancho Supermarket failed to provide Plaintiff with her legally mandated rest
2 periods throughout her employment. As herein alleged, Defendant El Rancho Supermarket did not
3 relieve Plaintiff during said rest periods, instead directing and/or requiring her to continue working.

4 57. As herein alleged, Defendant El Rancho Supermarket also failed to provide Plaintiff daily,
5 timely, and/or uninterrupted meal periods.

6 58. At all times herein relevant, the public policy of the State of California, as codified,
7 expressed, and mandated by California *Labor Code* § 226.7(a), declares that no employer shall
8 require any employee to work during any meal or rest period mandated by an applicable order of the
9 IWC.

10 59. At all times herein, the public policy of the State of California, as codified, expressed, and
11 mandated by IWC Wage Order No. 4, Section 12(a), requires that every employer shall authorize
12 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of
13 each work period. The authorized rest period time shall be based on the total hours worked daily at
14 the rate of ten minutes net rest time per four hours or major fraction thereof. Authorized rest period
15 time shall be counted as hours worked for which there shall be no deduction from wages.

16 60. At all times herein relevant, the public policy of the State of California, as codified,
17 expressed, and mandated by Cal. *Labor Code* § 512(a) and IWC Wage Order No. 4, Section 11(A),
18 declares that an employer may not employ an employee for a work period of more than five hours
19 per day without providing the employee with a meal period of not less than 30 minutes, except that
20 if the total work period per day of the employee is no more than six hours, the period may be waived
21 by mutual consent of both the employer and employee.

22 61. At all times herein relevant, the public policy of the State of California, as codified,
23 expressed, and mandated by IWC Wage Order No. 4, Section 11(A), also declares unless the
24 employee is relieved of all duty during his or her thirty minute meal period, the meal period shall be
25 considered an “on duty” meal period and counted as hours worked, which must be compensated at
26 the employee's regular rate of pay. An “on duty” meal period shall be permitted only when the nature
27

of the work prevents an employee from being relieved of all duty and when by written agreement between the employer and employee an on-the-job paid meal period is agreed to.

62. Moreover, at all times herein relevant, the public policy of the State of California declares that when an employee works for a work period of more than five hours, a meal period must be provided no later than the end of the employee's fifth hour of work, i.e., no later than the start of the employee's sixth hour of work.

63. California *Labor Code* § 226.7(b) and IWC Wage Order No. 4, Sections 11(B) and 12(B) declare that if an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the IWC, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

64. As such, Plaintiff is entitled to one additional hour of pay at her regular rate of compensation for each work day when a meal or rest period was not provided or was either interrupted and/or untimely.

65. As a result of the acts of Defendant El Rancho Supermarket and DOES 1 through 100, and each of them, Plaintiff is also entitled to compensation for each meal period where she was "on duty."

66. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which in relevant part declares, "In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action."

67. As alleged above, as a "person acting on behalf of an employer" as contemplated by California *Labor Code* § 558.1, Defendant Gill is also liable for the conduct alleged herein.

68. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

///

///

1 IV.

2 **FOURTH CAUSE OF ACTION**

3 **Violation of California *Business & Professions Code* §§ 17200 et seq.**

4 **Against Defendant El Rancho Supermarket & DOES 1 Through 100, Only**

5 69. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
6 Complaint as though duly set forth in full herein.

7 70. Defendant El Rancho Supermarket engaged in unfair, unlawful, fraudulent, deceptive,
8 untrue, and/or misleading business practices through the following, among others:

- 9 a) Defendant El Rancho Supermarket failed to compensate Plaintiff with the true, full,
10 and/or correct minimum wage for the regular hours she worked, in violation of Cal. *Labor*
11 *Code* § 1197;
- 12 b) Defendant El Rancho Supermarket failed to compensate Plaintiff with the true, full,
13 and/or correct amount of her earned overtime wages, in violation of Cal. *Labor Code* § 510;
- 14 c) Defendant El Rancho Supermarket failed to provide Plaintiff with the full allotment
15 of her daily meal and rest periods, failed to provide said meal and rest periods in accordance
16 with applicable timing requirements, and/or failed to provide uninterrupted meal and rest
17 periods, in violation of Cal. *Labor Code* §§ 226.7 and 512 and IWC Wage Order No. 4;
- 18 d) Defendant El Rancho Supermarket failed to provide Plaintiff with accurate itemized
19 wage statements, in violation of Cal. *Labor Code* § 226;
- 20 e) Defendant El Rancho Supermarket failed to pay Plaintiff all wages due to her within
21 the time period specified by California *Labor Code* § 204.

22 71. Through its alleged acts and/or omissions, Defendant El Rancho Supermarket engaged in
23 unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business practices in direct
24 violation of Cal. *Bus. & Prof. Code* §§ 17200 et seq., which prohibits conducting such business.

25 72. Defendant El Rancho Supermarket' willful and/or reckless conduct constituted unfair
26 business practices and acts as the harm to the general public outweighs any utility that its conduct
27 may have produced.

73. As a direct result of the conduct, acts, and omissions of Defendant El Rancho Supermarket and DOES 1 through 100, and each of them, Plaintiff has been harmed and damaged in an amount to be shown at the time of trial, together with prejudgment interest thereon from the time owed until paid, all within an amount within the jurisdictional limits of this Court.

74. California *Bus. & Prof. Code* § 17205 provides, unless otherwise expressly provided, the remedies or penalties provided by this chapter are cumulative to each other and to the remedies or penalties available under all other laws of this state.

75. The acts of Defendant El Rancho Supermarket and DOES 1 through 100, and each of them, were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by managerial agents and employees of Defendant El Rancho Supermarket and DOES 1 through 100, and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. *Civil Code* § 3294(a) and (b).

76. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

V.

FIFTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage & Hour Statements

[California *Labor Code* § 226 et seq.]

Against All Defendants & DOES 1 Through 100, Inclusive

77. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

78. On or about October 6, 2023, and again on or about November 22, 2023, through her counsel of record, Plaintiff sent Defendant El Rancho Supermarket a written request to inspect her wage statements.

79. At all times herein mentioned, the public policy of the State of California, as codified, expressed, and mandated in California *Labor Code* § 226(b) declares that an employer that is

required by this code to keep the information required by subdivision (a) – including the hours worked and wages earned – shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer.

80. At all times herein mentioned, the public policy of the State of California, as codified, expressed, and mandated in California *Labor Code* § 226(c) declares that an employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

81. Defendant El Rancho Supermarket failed to abide by Section 226 as it failed to provide Plaintiff with the opportunity to inspect said files after she made a written request.

82. As such, Plaintiff is entitled to the remedies and penalties provided by Cal. *Labor Code* § 226(f), which declares:

A failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.

83. Additionally, by virtue of its alleged failure to compensate Plaintiff her earned and due wages (regular and overtime), as well as its failure to duly compensate Plaintiff the meal and rest period premiums to which she was entitled, Defendant El Rancho Supermarket failed to provide Plaintiff with accurate itemized wage statements, in direct violation of California *Labor Code* § 226(a).

84. Indeed, despite committing the violations alleged herein, Defendant El Rancho Supermarket nevertheless issued Plaintiff itemized wage statements purporting to be accurate.

85. At all times relevant herein, California *Labor Code* § 226(a) in relevant part declares:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the

1 name of the employee and only the last four digits of his or her social security
2 number or an employee identification number other than a social security number,
3 (8) the name and address of the legal entity that is the employer and, if the employer
4 is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the corresponding number
of hours worked at each hourly rate by the employee...

5 86. As a result of El Rancho Supermarket's failure to maintain proper and/or accurate records
6 as required by subdivision (a), Plaintiff is entitled to all the remedies, including costs and reasonable
7 attorney's fees, as provided for by California *Labor Code* § 226(e)(1), which declares, "An
8 employee suffering injury as a result of a knowing and intentional failure by an employer to comply
9 with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for
10 the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
11 each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand
12 dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees."

13 87. As alleged above, as a "person acting on behalf of an employer" as contemplated by
14 California *Labor Code* § 558.1, Defendant Gill is also liable for the conduct alleged herein.

15 88. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

16 **VI.**

17 **SIXTH CAUSE OF ACTION**

18 **Failure to Provide Employee Personnel Files**

19 **[California *Labor Code* §§ 432 and 1198.5]**

20 **Against All Defendants & DOES 1 Through 100, Inclusive**

21 89. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
22 Complaint as though duly set forth in full herein.

23 90. On or about October 6, 2023, and again on or about November 22, 2023, through her counsel
24 of record, Plaintiff sent Defendant El Rancho Supermarket a written request to receive a copy of her
25 employee personnel files and any instruments she signed during her employment with Defendant El
26 Rancho Supermarket.
27

1 91. California *Labor Code* § 432 declares that if an employee or applicant signs any instrument
2 relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument
3 upon request.

4 92. Further, California *Labor Code* § 1198.5(a) declares that every employee has the right to
5 inspect the personnel records that the employer maintains relating to the employee's performance or
6 to any grievance concerning the employee.

7 93. Defendant El Rancho Supermarket failed to abide by Section 1198.5(a) as it failed to provide
8 Plaintiff with the opportunity to inspect her personnel records after she made a request.

9 94. Defendant El Rancho Supermarket also failed to abide by Section 432 as it failed to provide
10 Plaintiff with a copy of any instruments she signed relating to the obtaining or holding of
11 employment.

12 95. As such, Plaintiff is entitled to the remedies and penalties provided by Cal. *Labor Code* §
13 1198.5(k), which declares:

14 If an employer fails to permit a current or former employee, or his or her
15 representative, to inspect or copy personnel records within the times specified in this
16 section, or times agreed to by mutual agreement as provided in this section, the
current or former employee or the Labor Commissioner may recover a penalty of
seven hundred fifty dollars (\$750) from the employer.

17 96. Plaintiff is also entitled to costs and attorney's fees for instituting this action pursuant to Cal.
18 *Labor Code* § 1198.5(l).

19 97. Plaintiff also prays for damages and remedies as this Court deems appropriate.

20 **VII.**

21 **SEVENTH CAUSE OF ACTION**

22 **Violation of the Private Attorneys General Act**

23 **[California *Labor Code* §§ 2698 et seq.]**

24 **Against All Defendants & DOES 1 through 100, Inclusive**

25 98. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
26 Complaint as though duly set forth in full herein.

1 99. Plaintiff provided the required written notice to the Labor & Workforce Development
2 Agency (“LWDA”) and Defendants of the specific violations of the California Labor Code that
3 Defendants and DOES 1-100 are alleged to have violated and continue to violate.

4 100. Pursuant to California *Labor Code* § 2699.3, no response was received from the LWDA
5 within 65 days of the postmark date of the notice to the LWDA.

6 101. Plaintiff has therefore exhausted all administrative remedies required of her under
7 California *Labor Code* §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of
8 action and pursue penalties in a representative action for Defendants’ violations of the Labor Code.

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

14 103. Plaintiff is an “aggrieved employee” because she was employed by the alleged violators and
15 had the alleged violations committed against her and is therefore properly suited to represent the
16 interests of other current and former employees who worked for Defendants in the State of
17 California during the PAGA period.

18 104. Based on the acts alleged above, Plaintiff, on behalf of herself and other similarly situated
19 aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of
20 Defendants’ violations of the California Labor Code, as alleged herein.

21 105. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by law,
22 but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking
23 individual/victim-specific relief under this cause of action.

24 106. Specifically, Plaintiff seeks penalties under California *Labor Code* § 2699 for the following:
25 violations of California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3,
26
27

226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198, via 2698 and 2699, any other Labor Codes and Wage Orders violated on the facts alleged in this Complaint.

107. Pursuant to California *Labor Code* §§ 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of herself and other current and former similarly situated aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

WHEREFORE, PLAINTIFF CLAUDIA LAZARO prays for judgment against Defendants and DOES 1-100, and each of them, as follows:

1. For damages, penalties, reasonable attorney's fees, and/or costs of suit against Defendants as provided for by California *Labor Code* §§ 1194 et seq.;

2. For all remedies, including attorney's fees and costs, against Defendants as provided for by California *Labor Code* § 218.5;

3. For all penalties against Defendants as provided for by California *Labor Code* § 226.7;

4. For such relief against Defendant El Rancho Supermarket as the Court deems appropriate pursuant to Cal. *Bus. & Prof. Code* §§ 17200 et seq.;

5. For damages, penalties, reasonable attorney's fees, and costs of suit against Defendants as provided for by Cal. *Labor Code* §§ 226(e), (f);

6. For damages, penalties, and/or reasonable attorney's fees, and costs of suit against Defendants as provided for by Cal. *Labor Code* §§ 1198.5(k), (l);

7. For punitive and exemplary damages against Defendant El Rancho Supermarket, according to proof, as provided for by California *Civil Code* § 3294(a) and (b).

8. For the imposition of civil penalties against Defendants;

9. For maximum civil penalties against Defendants available under California *Labor Code* § 2699 in a manner and amount authorized by that statute, as described more particularly herein and representative PAGA claims;

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

2 11. For reasonable attorney's fees against Defendants where available by law, including but not
3 limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil*
4 *Procedure* § 1021.5, and/or other applicable laws; and

5 12. For such other and further relief as this Court may deem proper.

6
7 Dated: June 21, 2024

SEZGIN KHOUSADIAN LLP

8 By: Arthur Sezgin
9 ARTHUR SEZGIN, ESQ.
10 Attorneys for PLAINTIFF
11 CLAUDIA LAZARO
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27