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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

PATRICIA LIM, on behalf of herself and in
her representative capacity on behalf of the
State of California, and all other aggrieved
employees,

Plaintiff,

vs.

WACHHORST LEIGH MEINSTER, a
California corporation, PETER CHANG
KONO, an individual, SHACHI BAHL, an
individual, MARTHA VANZINA, an
individual, ROBERT IVERSON, an individual,
and DOES 1-15

Defendants.

Case No. 24CV429909

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF PATRICIA LIM (“PLAINTIFF”) in her representative capacity on behalf of
herself, the State of California, and fellow current and former AGGRIEVED EMPLOYEES, defined
below, against DEFENDANT WACHHORST LEIGH MEINSTER, DEFENDANT PETER
CHANG KONO, DEFENDANT SHACHI BAHL, DEFENDANT MARTHA VANZINA,
DEFENDANT ROBERT IVERSON, and DOES 1-15 (“Defendant DOES”) (collectively

1 “DEFENDANTS”), alleges on information and belief, except for her own acts and knowledge which
2 are based on personal knowledge, the following:

3 **I. INTRODUCTION**

4 1. PLAINTIFF brings this action as an individual and in her representative capacity
5 pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*
6 (“PAGA”) on behalf of other current and former AGGRIEVED EMPLOYEES of DEFENDANTS
7 for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

8 2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
9 decreased their employment-related costs by systematically violating California wage and hour
10 laws.

11 3. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order
12 violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter*
13 *alia*:

- 14 a. Misclassification as exempt employees;
- 15 b. Failure to pay wages when due;
- 16 c. Failure to pay minimum wages;
- 17 d. Failure to pay overtime wages;
- 18 e. Failure to provide rest periods;
- 19 f. Failure to provide meal periods;
- 20 g. Failure to provide accurate itemized wage statements;
- 21 h. Failure to timely pay wages upon termination of employment.

22 4. PLAINTIFF brings the representative action against DEFENDANTS on behalf of
23 herself and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil
24 penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

25 5. PLAINTIFF reserves the right to name additional representatives throughout the
26 State of California.

27 **II. PARTIES**

1 6. PLAINTIFF PATRICIA LIM (“PLAINTIFF”), an individual, has resided, and at all
2 times mentioned in this Complaint, continues to reside in Santa Clara County.

3 7. DEFENDANT Wachhorst Leigh Meinster, a Dental Corporation, registered with the
4 California Secretary of State as file No. 0586957, that at all relevant times mentioned herein
5 conducted and continues to conduct substantial and regular business throughout California.

6 8. DEFENDANT PETER CHANG KONO is, on information and belief, doing
7 business in California as the Chief Executive Officer of Defendant Wachhorst Leigh Meinster. Peter
8 Chang Kono is an owner, director, officer, or managing agent of Defendant Wachhorst Leigh
9 Meinster.

10 9. DEFENDANT SHACHI BAHL is, on information and belief, doing business in
11 California as the Chief Financial Officer of Defendant Wachhorst Leigh Meinster. Shachi Bahl is
12 an owner, director, officer, or managing agent of Defendant Wachhorst Leigh Meinster.

13 10. DEFENDANT MARTHA VANZINA is, on information and belief, doing business
14 in California as the Secretary of Defendant Wachhorst Leigh Meinster. Martha Vanzina is an owner,
15 director, officer, or managing agent of Defendant Wachhorst Leigh Meinster.

16 11. DEFENDANT ROBERT IVERSON is, on information and belief, doing business in
17 California as the Director of Defendant Wachhorst Leigh Meinster. Robert Iverson is an owner,
18 director, officer, or managing agent of Defendant Wachhorst Leigh Meinster.

19 12. Defendant DOES 1-15 (“Defendant DOES”) are persons and/or entities that at all
20 relevant times mentioned herein conducted and continue to conduct substantial and regular business
21 throughout California.

22 13. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
23 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
24 associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to
25 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
26 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
27 names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is
28 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS

1 named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively
2 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
3 that proximately caused the injuries and damages hereinafter alleged.

4 14. DEFENDANTS own, operate, and/or manage a dentistry practice in Palo Alto.

5 15. DEFENDANTS employed PLAINTIFF between approximately November 2006,
6 and September 2023, at DEFENDANT WACHHORST LEIGH MEINSTER’S location at 511
7 Byron St in Palo Alto, California 94301.

8 16. At all times, DEFENDANTS paid PLAINTIFF on a per patient basis and classified
9 PLAINTIFF as an exempt employee.

10 **III. JOINT EMPLOYER AND PAGA**

11 17. PLAINTIFF brings this action on behalf of herself and in her representative capacity
12 on behalf of the State of California and on behalf of all non-union individuals who are or previously
13 were employed by DEFENDANTS in California who suffered one or more Labor Code violations
14 enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who
15 worked for DEFENDANTS between November 16, 2022, and the present (“PAGA PERIOD”).

16 18. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
17 § 2699(c) because she was employed by DEFENDANTS and suffered one or more of the alleged
18 Labor Code violations committed by DEFENDANTS.

19 19. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
20 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
21 and the applicable Industrial Welfare Commission Wage Order.

22 20. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
23 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
24 2699(a).)

25 21. Section 558 of the California Labor Code provides that “any employer *or other*
26 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
27 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
28 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

1 22. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
2 acting either individually or as an officer, agent, or employee of another person, who pays or causes
3 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
4 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

5 23. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
6 that a corporate employer’s owners, officers, and directors, are subject to civil penalties for the
7 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
8 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
9 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
10 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
11 Cal.App.4th 1112, 1145-1146.

12 24. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and
13 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
14 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
15 caused the complaints, injuries, and damages alleged herein.

16 25. At all relevant times, each DEFENDANT, whether named or fictitious, was the
17 agent, employee, or other person acting on behalf of each other DEFENDANT, and, in participating
18 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
19 ratified the acts of the other.

20 26. Each DEFENDANT, whether named or fictitious, exercised control over
21 PLAINTIFF’S wages, working hours, and/or working conditions.

22 27. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
23 this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan, or
24 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

25 **IV. JURISDICTION AND VENUE**

26 28. This Court has jurisdiction over this Action pursuant to the California Code of Civil
27 Procedure, Section 410.10.
28

29. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF.

V. FACTUAL ALLEGATIONS

A. Misclassification

30. DEFENDANTS misclassified PLAINTIFF and other AGGRIEVED EMPLOYEES as non-exempt employees paid on a salary basis.

31. However, PLAINTIFF and other AGGRIEVED EMPLOYEES were paid on a per patient basis. PLAINTIFF and other AGGRIEVED EMPLOYEES did not customarily and regularly exercise discretion and independent judgment in the performance of their duties and were not always paid no less than two (2) times the state minimum wage for full-time employment in violation of the “professionals” exemption.

32. As a result, DEFENDANTS consistently and uniformly violated numerous provisions of California Labor Code and applicable IWC Wage Order(s).

B. Rest Period Violations

33. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of DEFENDANTS’ policies and practices.

34. PLAINTIFF and other AGGRIEVED EMPLOYEES, from time-to-time were required to work in excess of eight (8) hours or more, without being provided a second ten (10) minute rest period for the same reasons.

35. Specifically, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to either postpone or skip their rest periods as a result of scheduling practice to book patients consecutively preventing PLAINTIFF and other AGGRIEVED EMPLOYEES from taking rest periods. On occasions when PLAINTIFF and other AGGRIEVED EMPLOYEES did not have a patient scheduled or a patient cancelled an appointment, DEFENDANTS still did not permit rest

1 periods and instead directed PLAINTIFF and other AGGRIEVED EMPLOYEES to assist dental
2 hygienists and/or stock office supplies.

3 36. DEFENDANTS intentionally scheduled patients in a manner so that PLAINTIFF
4 and other AGGRIEVED EMPLOYEES were unable to take legally permitted rest periods.
5 DEFENDANTS additionally created work culture that there is always something to do which
6 prevented and discouraged PLAINTIFF and other AGGRIEVED EMPLOYEES from taking rest
7 periods if they had an opportunity.

8 37. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
9 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
10 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

11 38. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
12 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
13 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
14 employee's regular rate of compensation for each workday the rest period is not provided. During
15 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
16 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
17 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
18 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
19 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
20 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

21 C. Meal Period Violations

22 39. DEFENDANTS required PLANITIFF and other AGGRIEVED EMPLOYEES to
23 work during the meal break during what was supposed to be AGGRIEVED EMPLOYEES' off-duty
24 meal break due to DEFENDANTS' policies and practices.

25 40. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
26 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other
27 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
28 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the

1 employee's regular rate of compensation.

2 41. From time to time, DEFENDANTS required PLANITIFF and other AGGRIEVED
3 EMPLOYEES to work during the meal break during what was scheduled to be off-duty meal break.
4 Specifically, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
5 perform work-related trainings or attend staff meetings during their meal periods. As a result,
6 PLANITIFF and other AGGRIEVED EMPLOYEES forfeited their meal periods without
7 compensation at the applicable wage and rates. DEFENDANTS had, and may continue to practice,
8 a uniform policy to not pay PLANITIFF and other AGGRIEVED EMPLOYEES meal periods.

9 42. As a result of DEFENDANTS' policies and practices, PLAINTIFF and other
10 AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty meal breaks and were
11 not fully relieved of duty for their meal period.

12 43. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work
13 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
14 meal break. The nature of the work performed by AGGRIEVED EMPLOYEES do not qualify for
15 limited and narrowly construed "on-duty" meal period exception. AGGRIEVED EMPLOYEES
16 therefore forfeited meal breaks without additional compensation and in accordance with
17 DEFENDANTS' policies and practices.

18 D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

19 44. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
20 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

21 45. DEFENDANTS failed to maintain a time-keeping system for PLAINTIFF and
22 AGGRIEVED EMPLOYEES which resulted in PLAINTIFF and other AGGRIEVED
23 EMPLOYEES performing off-the-clock work. DEFENDANTS failed to pay PLAINTIFF and other
24 AGGRIEVED EMPLOYEES all necessary wages for attending and performing work at
25 DEFENDANTS' direction, request, and benefit.

26 46. DEFENDANTS directed and directly benefited from the uncompensated off-the-
27 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

28 47. DEFENDANTS controlled the work schedules, duties, protocols, applications,

1 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

2 48. DEFENDANTS were able to track the amount of time PLAINTIFF and other
3 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
4 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
5 work they performed, including during off-the-clock work.

6 49. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
7 subject to the requirements of the California Labor Code.

8 50. DEFENDANTS' policies and practices deprived PLAINTIFF and other
9 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for
10 the off-the-clock work activities.

11 51. DEFENDANTS knew or should have known that PLAINTIFF and other
12 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

13 52. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
14 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while
15 off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and other
16 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

17 53. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
18 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
19 did not maintain accurate payroll and timekeeping records.

20 E. Defendants Failure to Track Employee Time

21 54. During PLAINTIFF's employment and during the PAGA Period, DEFENDANTS,
22 did not maintain a timekeeping system to accurately record and pay PLAINTIFF and other
23 AGGRIEVED EMPLOYEES for the actual time PLAINTIFF and other AGGRIEVED worked each
24 day, including regular time, meal and rest breaks. As a result, DEFENDANTS failed to pay these
25 employees for all hours worked, overtime wages, and applicable meal premiums and rest premiums.

26 55. DEFENDANTS timekeeping practices resulted in PLAINTIFF and other
27 AGGRIEVED EMPLOYEES' showing less time worked on wage statements and employees being
28 paid per patient rather than per hour actually worked.

1 56. As a result of DEFENDANTS' practices, PLAINTIFF and other AGGRIEVED
2 EMPLOYEES, from time to time, forfeited time worked by working without their time being
3 accurately recorded and without compensation at the applicable pay rates.

4 57. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
5 them for all hours worked at DEFENDANTS' direction, control, and benefit. DEFENDANTS'
6 uniform policy and practice to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES wages
7 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
8 records and employee testimony.

9 F. Violations for Untimely Payment of Wages

10 58. Pursuant to California Labor Code section 204, PLAINTIFF and other AGGRIEVED
11 EMPLOYEES are entitled to timely payment of wages during their employment. PLAINTIFF and
12 other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages,
13 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
14 rest period premium wages within permissible time period and on days designated in advance by
15 the employer as regular payday.

16 G. Inaccurate Itemized Wage Statements

17 59. California Labor Code Section 226 requires an employer to furnish its employees an
18 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
19 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
20 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
21 employee and only the last four digits of the employee's social security number or an employee
22 identification number other than a social security number, (8) the name and address of the legal
23 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee.

25 60. During PLAINTIFF'S employment and during the PAGA period, PLAINTIFF and
26 other AGGRIEVED EMPLOYEES were not paid meal and rest period premiums, were not paid for
27 all hours worked, did not provide total hours work, or applicable hourly rates in effect,
28 DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with

1 complete and accurate wage statements. DEFENDANTS' paystubs failed to show, among other
2 things, the total hours worked and all applicable hourly rates in effect during the pay period and the
3 corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments
4 or missed meal and rest periods.

5 61. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
6 and provide wage statements that comply with Cal. Lab. Code § 226.

7 62. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
8 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
9 from the wage statement alone the applicable hourly rate and the corresponding number of hours
10 worked at the applicable hourly rate for this remuneration.

11 63. Additionally, DEFENDANTS purported to pay PLAINTIFF and other
12 AGGRIEVED EMPLOYEES on a salary basis. However, such employees were not salaried
13 employees, but rather paid based on the total patients seen during the pay period.

14 64. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
15 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
16 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
17 due to clerical or inadvertent mistake.

18 **VI. CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**

20 For Misclassification of Non-Exempt Employees

21 (C.C.R 11040; Lab Code § 515)

(Against All DEFENDANTS)

22 65. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
23 every allegation set forth above.

24 66. At all times relevant herein, DEFENDANTS engaged in a continuing pattern and
25 practice of willfully misclassifying all of its hourly, non-exempt employees as salaried exempt
26 employees, notwithstanding that under California law, all of these employees have been and are
27 paid on a "per patient" basis, did not exercise discretion or independent judgment, and did not always
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1 earn a salary equivalent of at least twice the minimum wage at all times worked, thereby violating
2 Labor Code, applicable IWC Wage Orders, and California Code of Regulations.

3 67. Therefore, DEFENDANTS are liable for damages available for misclassifying their
4 employees as exempt status including unpaid overtime, minimum wage violations, missed rest
5 and/or meal periods, interest, and attorney's fees.

6 **SECOND CAUSE OF ACTION**

7 For Failure to Pay Wages When Due

8 (Cal. Lab. Code § 204, 210)

(Against All DEFENDANTS)

9 68. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
10 every allegation set forth above.

11 69. Labor Code Section 204 provides in part provides in part that "all wages, ..., earned
12 by any person in any employment are due and payable twice during each calendar month, on days
13 designated in advance by the employer as the regular paydays."

14 70. Plaintiff is informed and believes, and thereon alleges that DEFENDANTS did not
15 pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest premiums,
16 on regularly established paydays.

17 71. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
18 refused to perform their obligations to compensate their employees for all wages earned.

19 72. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of
20 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for
21 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
22 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
23 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
24 wages.

25 73. As a direct and proximate result of DEFENDANTS' conduct in violation of Labor
26 Code section 204 as alleged above, DEFENDANTS' employees have suffered, and continue to
27 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
28 damage in amounts according to proof at trial.

1 **THIRD CAUSE OF ACTION**

2 For Failure to Pay Minimum Wages
3 (Cal. Lab. Code § 1194, 1197& 1197.1, 218.5, 218.6)
4 (Against All DEFENDANTS)

5 74. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
6 every allegation set forth above.

7 75. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
8 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
9 failure to accurately calculate and pay minimum wages to PLAINTIFF.

10 76. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
11 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
12 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
13 the unpaid minimum wages according to proof at trial.

14 77. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
15 regard to the correct amount of time worked, not on a salary basis, and instead on a per patient
16 basis. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
17 intentionally deny payment of wages due to PLAINTIFF for all hours worked and therefore did not
18 receive minimum wage for all hours worked as required by Cal. Lab. Code § 1197.

19 78. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
20 without limitation, as a result of implementing a uniform policy and practice that denied accurate
21 compensation to PLAINTIFF in regard to minimum wages.

22 79. In committing these violations of the California Labor Code, DEFENDANTS failed
23 to calculate the amount of time worked and consequently underpaid the actual time worked by
24 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
25 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
26 requirements and other applicable laws and regulations.

27 80. PLAINTIFF was paid less for time worked than she was entitled to, constituting a
28 failure to pay all earned wages.

1 81. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
3 enjoyment of wages and lost interest on such wages all to her damage in amounts in amounts which
4 are presently unknown to her, and which will be ascertained according to proof at trial.

5 82. DEFENDANTS knew or should have known that PLAINTIFF was under-
6 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
7 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
8 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
9 by refusing to pay PLAINTIFF the correct wages for their time worked.

10 83. DEFENDANTS maintained a uniform wage practice of not only paying PLAINTIFF
11 without regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform
12 policy and practice was to unlawfully and intentionally deny accurate and full payment of wages
13 due to PLAINTIFF.

14 84. In performing the acts and practices herein alleged in violation of California labor
15 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
16 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
17 maliciously toward PLAINTIFF with a conscious disregard for their legal rights, or the
18 consequences to her, and with the intent of depriving her of their property and legal rights, and
19 otherwise causing her injury in order to increase company profits at the expense of this employee.

20 85. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,
21 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
22 in a sum as provided by the California Labor Code and/or other applicable statutes.

23 86. To the extent minimum wage compensation is determined to be owed to
24 PLAINTIFF, whose employment has terminated, DEFENDANTS' conduct also violates Labor
25 Code §§ 201 and/or 202, and therefore PLAINTIFF is also entitled to waiting time penalties under
26 Cal. Lab. Code § 203, which penalties are sought herein on behalf of the PLAINTIFF and other
27 AGGRIEVED EMPLOYEES. DEFENDANTS' conduct as alleged herein was willful, intentional,
28 and not in good faith. Further, PLAINTIFF is entitled to seek and recover statutory costs.

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87. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

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1 92. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
2 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
3 § 1198 further states that the employment of an employee for longer hours than those fixed by the
4 Industrial Welfare Commission is unlawful.

5 93. During PLAINTIFF'S employment, PLAINTIFF was required by DEFENDANTS
6 to work overtime for DEFENDANTS and was not paid for all the time worked, including overtime
7 work.

8 94. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
9 without limitation, applicable to other AGGRIEVED EMPLOYEES as a whole, as a result of
10 implementing a uniform policy and practice that failed to accurately record overtime worked by
11 PLAINTIFF and other AGGRIEVED EMPLOYEES and denied accurate compensation to
12 PLAINTIFF and other AGGRIEVED EMPLOYEES for overtime worked, including, the overtime
13 work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
14 and/or forty (40) hours in any workweek.

15 95. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
16 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
17 requirements and other applicable laws and regulations.

18 96. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
19 PLAINTIFF did not receive the correct overtime compensation for her time worked for
20 DEFENDANTS.

21 97. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
22 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions
23 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this Complaint. Rather,
25 PLAINTIFF bring this Action on behalf of herself and other AGGRIEVED EMPLOYEES, based
26 on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
27 California.

1 98. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
2 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
3 and will continue to suffer an economic injury in amounts which are presently unknown to her, and
4 which will be ascertained according to proof at trial.

5 99. DEFENDANTS knew or should have known that PLAINTIFF was under
6 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
7 malfeasance or gross nonfeasance, to not pay her for their labor as a matter of uniform company
8 policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing
9 to pay PLAINTIFF the correct overtime wages for their overtime worked.

10 100. In performing the acts and practices herein alleged in violation of California labor
11 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
12 compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and
13 maliciously toward PLAINTIFF with a conscious of and utter disregard for their legal rights, or the
14 consequences to them, and with the despicable intent of depriving them of their property and legal
15 rights, and otherwise causing them injury in order to increase company profits at the expense of
16 these employees.

17 101. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
18 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
19 in a sum as provided by the California Labor Code and/or other applicable statutes.

20 **FIFTH CAUSE OF ACTION**

21 For Failure to Provide Rest Periods

22 (Cal. Lab. Code §§ 226.7 & 512)

23 (Against All DEFENDANTS)

24 102. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
every allegation set forth above.

25 103. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
26 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
27 These laws and regulations further entitle employees to be paid one additional hour of pay at their
28 regular rate of compensation for each day of denied rest period.

1 104. PLAINTIFF was required to work in excess of four (4) hours without being provided
2 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied her first rest
3 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
4 PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked
5 of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in
6 lieu thereof.

7 105. As a result of the work schedules and staffing practices by DEFENDANTS,
8 PLAINTIFF was denied her proper rest periods by DEFENDANTS and DEFENDANTS' managers.

9 106. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
10 Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in
11 accordance with the applicable Wage Order, one additional hour of compensation at each
12 employee's regular rate of pay for each workday that rest period was not provided.

13 107. As a proximate result of the aforementioned violations, PLAINTIFF has been
14 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
15 penalties, expenses, and costs of suit.

16 **SIXTH CAUSE OF ACTION**

17 For Failure to Provide Meal Periods

18 (Cal. Lab. Code §§ 226.7 & 512)

19 (Against All DEFENDANTS)

20 108. PLAINTIFF incorporates by reference and reallege as if fully stated herein each
21 and every allegation set forth above.

22 109. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
23 DEFENDANTS to provide employees with all meal periods specified in the applicable Wage
24 Order. These laws and regulations further entitle employees to be paid one additional hour of pay
25 at their regular rate of compensation for each day of denied meal period.

26 110. DEFENDANT failed to provide all the legally required off-duty meal breaks to
27 PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work
28 performed by PLAINTIFF did not prevent this employee from being relieved of all of her duties
for the legally required off-duty meal periods. As a result of DEFENDANTS policies and

1 practices, PLAINTIFF was not fully relieved of duty by DEFENDANT for their meal periods on
2 occasion.

3 111. DEFENDANT further violated California Labor Code §§ 226.7, 512 and the
4 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
5 period, in accordance with the applicable Wage Order, one additional hour of compensation at
6 each employee's regular rate of pay for each workday that a meal period was not provided.

7 112. As a proximate result of the aforementioned violations, PLAINTIFF has been
8 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
9 penalties, expenses, and costs of suit.

10 113. As a proximate result of the aforementioned violations, PLAINTIFF has been
11 damaged in an amount according to proof at trial, and seeks all wages earned and due, interest,
12 penalties, expenses, and costs of suit.

13 **SEVENTH CAUSE OF ACTION**

14 For Failure to Pay Wages Upon Termination

15 (Cal. Lab. Code § 201, 202, 203)

16 (Against All DEFENDANTS)

17 114. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
18 every allegation set forth above.

19 115. If an employer willfully fails to pay, without abatement or reduction, in accordance
20 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
21 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
22 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
23 Lab. Code § 203).

24 116. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages and all
25 premiums due for bonuses, off-the-clock work, missed meal breaks and missed rest breaks and
26 DEFENDANTS have failed to pay any penalty wages owed under California Labor Code section
27 203.

28 117. Additionally, the employment of PLAINTIFF was terminated, and DEFENDANTS
have not tendered payment of wages to this employee who was underpaid for minimum wage, and/or

1 missed meal and rest breaks, as required by law.

2 118. DEFENDANTS knowingly and willfully violated the laws, regulations and orders
3 governing the wages of PLAINTIFF as described in the causes of action above.

4 119. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself whose
5 employment has terminated, PLAINTIFF demands up to thirty (30) days of pay as penalty for not
6 paying all wages due at time of termination and demand an accounting and payment of all wages
7 due, plus interest and statutory costs as allowed by law.

8 **EIGHTH CAUSE OF ACTION**

9 For Failure to Provide Accurate, Itemized Wage Statements

10 (Cal. Lab. Code §§ 226; 226.3; 1174.5)

(Against All DEFENDANTS)

11 120. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
12 every allegation set forth above.

13 121. Labor Code section 226 requires defendants to provide employees an accurate
14 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
15 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
16 inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her
17 or her social security number, (8) the name and address of the legal entity that is the employer, and
18 (9) all applicable hourly rates in effect and the corresponding number of hours worked

19 122. DEFENDANTS did not accurately record PLAINTIFF'S time worked, wages, off-
20 the-clock work, classification, and missed meal and rest breaks. DEFENDANTS failed to provide
21 an accurate wage statement in writing that properly and accurately itemizes all wages, missed meal
22 and rest periods, applicable hourly wages in effect, and reporting time wages owed to PLAINTIFF
23 and thereby also failed to set forth the correct wages earned by the employees.

24 123. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
25 section 226(a) on each and every wage statement that they provided to PLAINTIFF.

26 124. By failing to keep adequate records, as required by Labor Code sections 226 and
27 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the
28 minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

1 125. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
2 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

3 **NINTH CAUSE OF ACTION**

4 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
5 (Cal. Lab. Code §§ 2698 et seq.)
(Against All DEFENDANTS)

6 126. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and
7 reallege as if fully stated herein each and every allegation set forth above.

8 127. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE
9 within the meaning of Labor Code section 2699, subdivision (c), on behalf of herself and all other
10 AGGRIEVED EMPLOYEES of DEFENDANTS, seeks the recovery of civil penalties against
11 DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing
12 and intentional violations of the California Labor Code:

- 13 a. For misclassification of exempt status in violation of C.C.R § 11040, Labor Code
14 section 515, and applicable IWC Wage Orders;
- 15 b. For failing to pay wages, in violation of Labor Code sections 204 and 210;
- 16 c. For failing to pay wages upon termination, in violation of Labor Code sections 201,
17 202, and 203;
- 18 d. For failing to pay all minimum wages, in violation of Labor Code sections 1194,
19 1197.1, 218.5, and 218.6;
- 20 e. For failing to compensate employees who were not provided a meal period in
21 violation of Labor Code Section 226.7 and 512; and
- 22 f. For failing to compensate employees who were not provided a rest period in violation
23 of Labor Code Section 226.7 and 512; and
- 24 g. For failing to provide employees who worked more than eight (8) hours per workday
25 and more than forty (40) hours per workweek additional compensation beyond their
26 regular wages in violation of Labor Code Section 510.
- 27 h. For failing to maintain for and provide accurate, itemized wage statements required
28 by Labor Code Section 226, 226.3 and 1174.5.

128. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R. section 11040 and Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1174.5, 1194, 1197.1, 1198, 1199, and 2699, subdivisions (a) and (f).

129. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS, pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

DEMAND FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and severally, as follows:

1. On behalf of the PLAINTIFF:

A. An order requiring DEFENDANTS to pay all regular wages and all sums unlawfully withheld from compensation due to PLAINTIFF;

B. Compensatory damages, according to proof at trial, including unpaid wages, due to PLAINTIFF, during the applicable employment period plus interest thereon at the statutory rate;

C. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

D. The wages of Plaintiff as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

E. 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 penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226.

F. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

G. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the

1 unpaid minimum wages according to proof at trial;

2 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

3 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
4 General Act of 2004;

5 3. On all claims:

6 A. An award of interest, including prejudgment interest at the legal rate;

7 B. Such other and further relief as the Court deems just and equitable; and

8 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

9
10 DATED: January 23, 2024,

Respectfully submitted,

11 **EMRAN LAW FIRM**

12
13 By: Harris Emran
14 Harris Emran
15 Attorney for PLAINTIFF and OTHER
16 AGGRIEVED EMPLOYEES
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DEMAND FOR A JURY TRIAL

PLAINTIFF demand a jury trial on issues triable to a jury.

DATED: January 23, 2024

EMRAN LAW FIRM

By: 
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES