

1 Morris Nazarian (SBN 230275)
monazarian@yahoo.com
2 **LAW OFFICES OF MORRIS NAZARIAN**
10960 Wilshire Blvd., Suite 750
Los Angeles, California 90024
3 Telephone: (310) 284-7333
Facsimile: (310) 284-7332
4
Attorneys for Plaintiff
5 **VANESSA PUGA**

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF LOS ANGELES

9 VANESSA PUGA, an individual
10 Plaintiff,

11 vs.

12 GLOBAL INSTITUTE FOR DENTAL
EDUCATION, LLC; GIDE DENTAL
IMPLANT CENTER dba gIDE INSTITUTE;
13 ALEKSANDAR JOVANOVIC aka
SASCHA ALEKSANDAR JOVANOVIC, an
individual; and DOES 1 through 50,
14 inclusive,

15 Defendants.
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CASE NO: 26STCV17600

COMPLAINT FOR DAMAGES:

1. **WHISTLEBLOWER RETALIATION**
2. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
3. **FAILURE TO PAY ALL WAGES**
4. **FAILURE TO PAY ACCRUED VACATION WAGES**
5. **FAILURE TO PROVIDE MEAL PERIODS**
6. **FAILURE TO PROVIDE REST PERIODS**
7. **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS;**
8. **FAILURE TO REIMBURSE BUSINESS EXPENSES**
9. **FAILURE TO PAY ALL WAGES DUE AT TERMINATION**
10. **UNFAIR COMPETITION IN VIOLATION OF BUSINESS &**

**PROFESSIONS CODE SECTION
17200;**

**11. VIOLATION OF THE
CALIFORNIA EQUAL PAY ACT**

**12. GENDER DISCRIMINATION IN
VIOLATION OF FAIR
EMPLOYMENT AND HOUSING
ACT)**

13. BREACH OF CONTRACT

14. PROMISSORY ESTOPPEL

**15. IMPLIED COVENANT OF GOOD
FAITH AND FAIR DEALING**

JURY TRIAL DEMANDED

[Amount in Controversy Exceeds \$35,000.00]

Plaintiff Vanessa Puga (“Plaintiff”) hereby brings her complaint for causes of action against each of the above-named Defendants and states and alleges as follows:

JURISDICTION AND VENUE

1. Jurisdiction is proper in this court by virtue of the California statutes, decisional law, and regulations, and the local rules under the Los Angeles County Superior Court Rules.

2. Jurisdiction and venue in this county and division is proper because the events giving rise to each and every of the following causes of action, which are described below, occurred within this judicial district in the State of California. Furthermore, the relief sought through this Complaint is within the jurisdiction of this Court because the damages are more than \$35,000.00.

3. Venue is proper in the Central Justice Center of the Los Angeles County Superior Court pursuant to Code of Civil Procedure §395(a) and 395.5, because at least some of the acts complained of herein occurred in the County of Los Angeles and one or more Defendants reside

1 in the County of Los Angeles.

2 **THE PARTIES**

3 4. Plaintiff is, and at all times mentioned herein allegedly was, a resident of the State
4 of California, County of Los Angeles.

5 5. Plaintiff is informed, believes and thereon alleges, that at all times relevant for
6 purposes of this Complaint, Defendant Global Institute for Dental Education, LLC (“Global”)
7 was and is a California Limited Liability Company conducting business in the State of
8 California, and duly qualified to conduct business in California. Global’s principal place of
9 business is located at 12217 W. Pico Blvd Los Angeles, CA 90064

10 6. Plaintiff is informed, believes and thereon alleges, that at all times relevant for
11 purposes of this Complaint, Defendant Gide Dental Implant Center dba gIDE Institute (“Gide”)
12 was and is a California Corporation conducting business in the State of California, and duly
13 qualified to conduct business in California. Gide’s principal place of business is located at 12217
14 W. Pico Blvd Los Angeles, CA 90064.

15 7. Defendant Aleksandar Jovanovic aka Sascha Aleksandar Jovanovic
16 (“Jovanovic”) is an individual. Plaintiff is informed, believes and thereon alleges, that at all times
17 relevant for purposes of this Complaint, Defendant Jovanovic was and is a resident of the State
18 of California.

19 8. Plaintiff is informed and believes, and thereon allegedly alleges, that at all times
20 relevant, there existed such a unity of interest and ownership between Defendant Gide and
21 Defendant Jovanovic that the separate personalities of the entity and the individual allegedly did
22 not exist.

23 9. Plaintiff asserts that Defendant Jovanovic allegedly exercised total dominance

1 and control over the company to such an extent that Defendant Gide was allegedly a mere shell,
2 instrumentality, or conduit for his personal affairs.

3 10. Plaintiff further alleges that Defendant Jovanovic allegedly commingled personal
4 and business funds by allegedly directing Plaintiff to use corporate accounts to pay for his
5 personal luxury travel, yacht rentals, and personal restaurant expenses.

6 11. Plaintiff contends that Defendant Gide was allegedly undercapitalized and that
7 Defendant Jovanovic allegedly stripped the entity of its assets for personal gain, leaving it
8 allegedly unable to meet its legal obligations to employees.

9 12. Plaintiff alleges that an inequitable result would follow if the acts of the company
10 were treated as those of the Corporation alone, as it would allegedly permit Defendant Jovanovic
11 to use the corporate form to allegedly sanction a fraud and promote an injustice by evading
12 liability for the alleged wrongful termination and alleged wage theft.

13 13. Plaintiff is unaware of the true names and capacities of defendants sued herein as
14 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.

15 14. Plaintiff will seek leave of this Court to amend this complaint to show their true
16 names and capacities when the same have been allegedly ascertained through discovery.

17 15. Plaintiff is informed and believes, and thereon allegedly alleges, that each of the
18 fictitiously named defendants is allegedly responsible in some manner for the occurrences herein
19 allegedly alleged, and that Plaintiff's damages as herein allegedly alleged were allegedly
20 proximately caused by such defendants.

21 16. Plaintiff is informed and allegedly believes, and thereon allegedly alleges, that at
22 all times herein allegedly mentioned, each of the Defendants, including all DOE Defendants,
23 was the alleged agent, servant, employee, partner, or joint venturer of each of the remaining

Defendants.

17. In doing the things herein allegedly alleged, each Defendant was allegedly acting within the course and scope of such alleged agency and employment, and with the alleged permission and consent of the other Defendants.

18. Plaintiff further alleges that each Defendant allegedly ratified and approved the alleged wrongful acts and omissions of the other Defendants.

19. Unless otherwise specified, Defendants Global, gIDE; Jovanovic; and, DOES 1-50 will be collectively referred to as “Defendants”.

FACTS COMMON TO ALL CAUSES OF ACTION

20. Plaintiff was hired by Defendants on or around April 2021 as a remote bookkeeper responsible for maintaining financial records, categorizing expenses, and supporting the accounting functions of the corporate Defendants.

21. At all relevant times, Defendant Jovanovic was the owner, officer, director, and managing agent of Defendant Global and gIDE and exercised direct control over Plaintiff’s employment, compensation, and working conditions. Plaintiff’s direct supervisor was Anthea Tatum Davis.

22. During the course of her employment, Plaintiff consistently worked approximately thirty (30) hours per week and performed all duties assigned to her, including additional responsibilities beyond her original job description.

23. In or around June 2023, Plaintiff was provided with a defined scope of duties and responsibilities, with the understanding that any expansion of her role would be accompanied by renegotiation of compensation and hours.

24. Beginning in or around early 2024, Defendants required Plaintiff to perform additional tasks outside the scope of her agreed responsibilities without any corresponding increase in compensation and without providing adequate training or support.

25. Plaintiff raised complaints to Defendants that she was being required to perform work beyond her agreed duties without proper compensation and that the volume of work could not reasonably be completed within her scheduled hours.

26. Plaintiff further complained that Defendants were effectively requiring her to perform work “off-the-clock,” including responding to communications and completing tasks outside her scheduled work hours.

27. On or about July 29, 2024, shortly after Plaintiff voiced concerns regarding the expansion of her duties and lack of compensation, Defendants reduced Plaintiff's daily work hours from six (6) hours to four (4) hours.

28. This reduction resulted in a substantial loss of income to Plaintiff, estimated at approximately \$16,640 annually, and constituted an adverse employment action taken in retaliation for Plaintiff's complaints regarding wage-and-hour violations.

29. In addition to wage-related complaints, Plaintiff engaged in further protected activity when she objected to and refused to participate in conduct she reasonably believed to be unlawful.

30. Specifically, Plaintiff was instructed to reclassify personal expenses incurred by Defendant Jovanovic—including travel, restaurants, groceries, and other non-business expenditures—as legitimate business expenses.

31. Plaintiff expressly objected to these directives, informing Defendants that such reclassification could constitute improper accounting practices and potential tax fraud, and that the expenses lacked supporting documentation and legitimate business purpose.

32. Plaintiff repeatedly requested written instructions and proper documentation to support any such reclassification but was not provided with any written authorization or substantiation.

33. Plaintiff further documented her concerns in writing to Defendants, including communications identifying specific transactions that appeared personal in nature and inconsistent with legitimate business expenses.

34. By way of example, Plaintiff identified a \$4,400 withdrawal from Defendant's account used for the owner's separate personal business and numerous charges for travel, restaurants, and personal expenses that Defendants nevertheless directed her to categorize as business-related.

35. Plaintiff initially refused to misclassify these expenses and categorized them as “uncategorized” pending proper documentation and instruction.

36. Despite Plaintiff's objections, Defendants persisted in directing her to reclassify such expenses and failed to provide the requested documentation.

37. Plaintiff's refusal to engage in what she reasonably believed to be unlawful conduct constituted protected activity under California law.

38. On or about June 30, 2025, approximately one month after Plaintiff reiterated her objections and documented the improper directives, Defendants terminated Plaintiff's employment while she was on an approved vacation.

39. Defendants purported to justify the termination based on a desire for employees to return to the office.

40. Plaintiff further informed Defendants that she was willing and able to comply with any purported return-to-office requirement. Despite Plaintiff's express willingness to report in person, Defendants proceeded with her termination. Plaintiff is informed and believes that no similarly situated employees who remained remote were terminated for failing to return to the office.

41. These stated reasons were false and pretextual. Plaintiff is informed and believes that approximately eighty percent (80%) of Defendants' workforce remained remote and no other similarly situated employees were terminated for failing to return to the office. Plaintiff's willingness to comply with any return-to-office directive further demonstrates that Defendants' stated reason was not the true reason for her termination.

42. The temporal proximity between Plaintiff's protected activity and her termination, coupled with Defendants' inconsistent explanations, demonstrates that Plaintiff was terminated in retaliation for her complaints regarding unlawful conduct.

43. At the time of termination, Defendants failed to pay all wages due, including accrued but unused vacation wages, and failed to provide Plaintiff with a timely and accurate final paycheck.

44. Plaintiff had accrued approximately forty (40) days of vacation time; however, Defendants offered payment for only a small fraction of that amount.

45. Defendants' failure to pay all earned wages at termination was willful within the meaning of Labor Code section 203.

1 46. Throughout her employment, Plaintiff also incurred necessary business expenses
2 in the course of performing her job duties remotely, including but not limited to internet, phone,
3 utilities, and office-related expenses.

4 47. Defendants knowingly failed and refused to reimburse Plaintiff for these necessary
5 expenditures.

6 48. Plaintiff is informed and believes that male employees were reimbursed for similar
7 expenses while Plaintiff and other female employees were not, resulting in disparate treatment on
8 the basis of gender.

9 49. Defendants further maintained a policy of providing partial health insurance
10 benefits to employees working a minimum threshold of hours; however, despite meeting the
11 eligibility requirements, Plaintiff was not provided such benefits, while at least one similarly
12 situated employee was.

13 50. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
14 continues to suffer lost wages, benefits, emotional distress, and other damages according to proof.

15 **FIRST CAUSE OF ACTION**
16 **WHISTLEBLOWER RETALIATION**
17 **(LABOR CODE § 1102.5 and 98.6)**
18 **(Against All Defendants)**

19 51. Plaintiff realleges and incorporates by reference all of the allegations contained in
20 the preceding paragraphs as though fully set forth hereat.

21 52. At all relevant times, Plaintiff was an employee within the meaning of Labor Code
22 sections 1102.5 and 98.6, and Defendants were employers subject to the provisions of those
23 statutes.

1 53. Labor Code section 1102.5 prohibits an employer from retaliating against an
2 employee for disclosing information, or for refusing to participate in an activity, where the
3 employee has reasonable cause to believe that the information discloses a violation of state or
4 federal law. Labor Code section 98.6 prohibits an employer from discharging, discriminating
5 against, or otherwise retaliating against an employee because the employee made a bona fide
6 complaint or claim, including a complaint concerning unpaid wages or other violations of the
7 Labor Code.

8 54. On or about April 2024, Plaintiff engaged in protected activity within the meaning
9 of Labor Code section 98.6 and Labor Code section 1102.5 by, among other things, complaining
10 to Defendants that she was being required to perform work without compensation, including off-
11 the-clock work, in violation of California wage and hour laws.

12 55. Plaintiff had reasonable cause to believe that Defendants' conduct violated state
13 law, including California wage-and-hour laws.

14 56. Defendants were aware of Plaintiff's protected activity.

15 57. After Plaintiff complained about the off-the-clock work, Defendants subjected
16 Plaintiff to adverse employment actions, including but not limited to reducing her hours from over
17 30 hours per week to approximately 20 hours per week in or around April 2024. The reduction in
18 Plaintiff's hours caused or contributed to the loss of compensation and health-benefit eligibility,
19 and was materially adverse.

20 58. Thereafter, Plaintiff engaged in protected activity within the meaning of Labor
21 Code section 1102.5 by, among other things, reporting to Defendants that Defendants' directives
22 to reclassify personal expenses as business expenses constituted improper accounting practices
23 and potential state and federal tax regulations/laws.

1 59. Plaintiff further engaged in protected activity by refusing to participate in such
2 unlawful conduct, including refusing to improperly categorize personal expenses without
3 documentation or legitimate business justification.

4 60. Plaintiff had reasonable cause to believe that Defendants' conduct violated state
5 and/or federal law, including but not limited to state and federal tax regulations/laws.

6 61. Defendants were aware of Plaintiff's protected activity.

7 62. In response, Defendants subjected Plaintiff to adverse employment actions,
8 including but not limited to: Stripping her of job duties and terminating her employment.

9 63. Defendants informed Plaintiff that they were terminating Plaintiff based on a
10 purported return-to-office requirement.

11 64. These reasons are false and pretextual. Plaintiff expressly informed Defendants that
12 she was willing to return to the office, yet Defendants proceeded with her termination.

13 65. Plaintiff is informed and believes and, on that basis, alleges that no similarly
14 situated employees were terminated for failing to return to the office.

15 66. The temporal proximity between Plaintiff's protected activity and the adverse
16 employment actions, coupled with Defendants' shifting and inconsistent explanations, establishes
17 a causal connection between Plaintiff's protected activity and Defendants' decisions to take
18 adverse action against her.

19 67. Plaintiff's protected activity was a substantial motivating reason and/or a
20 contributing factor in Defendants' decision to take adverse action against her.

21 68. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff suffered
22 damages including, but not limited to, lost wages, lost benefits, lost health coverage, and other
23 statutory damages, interest, penalties, costs, and attorneys' fees as permitted by law.

1 69. Defendants' conduct was carried out by officers, directors, and/or managing agents,
2 including Defendant Jovanovic, with malice, oppression, and fraud, entitling Plaintiff to an award
3 of punitive damages to the extent permitted by law.

4 **SECOND CAUSE OF ACTION**
5 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
6 **(Against All Defendants)**

7 70. Plaintiff realleges and incorporates by reference all of the allegations contained in
8 the preceding paragraphs as though fully set forth hereat.

9 71. At all relevant times, Plaintiff was employed by Defendants, and Defendants acted
10 as Plaintiff's employer and/or employers.

11 72. California law prohibits termination of employment where the discharge violates a
12 fundamental public policy embodied in constitutional, statutory, or regulatory provisions. A
13 wrongful termination in violation of public policy claim is cognizable where an employer
14 terminates an employee for refusing to violate the law, for reporting unlawful conduct, or for
15 exercising statutory rights.

16 73. The public policies implicated here include, without limitation, California's
17 policies against retaliation for complaining about unpaid wages and other Labor Code violations,
18 including Labor Code sections 98.6 and 1102.5, and California's policy requiring employers to
19 pay all wages earned. Plaintiff further alleges public policy against requiring employees to perform
20 off-the-clock work without compensation and against interfering with employees' lawful rights to
21 wages and benefits.

22 74. Plaintiff engaged in protected and lawful conduct by complaining to Defendants
23 that she was being required to perform work without compensation, including off-the-clock work,
in violation of California wage and hour laws.

1 75. Plaintiff further engaged in protected and lawful conduct by reporting and refusing
2 to participate in conduct she reasonably believed to be unlawful, including Defendants' directives
3 to reclassify personal expenses as business expenses and other improper accounting practices.

4 76. Plaintiff was also denied health benefits notwithstanding renewal paperwork stating
5 that employees who worked at least 30 hours per week were entitled to such benefits, and Plaintiff
6 worked more than 30 hours per week before Defendants reduced her hours

7 77. Plaintiff is informed and believes and thereon alleges that Defendants' stated reason
8 for termination, including the purported return-to-office requirement, was false, pretextual, and
9 not the true reason for the adverse action.

10 78. Plaintiff expressly informed Defendants that she was willing to return to the office,
11 yet Defendants proceeded with the termination.

12 79. Plaintiff is informed and believes and thereon alleges that no similarly situated
13 employees were terminated for failing to return to the office.

14 80. Defendants terminated Plaintiff because she reported unlawful conduct, refused to
15 participate in unlawful conduct, and complained about unpaid wages.

16 81. Defendants' conduct violated fundamental public policies of the State of California,
17 as embodied in constitutional, statutory, and regulatory provisions.

18 82. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff suffered
19 damages including, but not limited to, lost wages, lost benefits, lost health coverage, and other
20 statutory damages, interest, penalties, costs, and attorneys' fees as permitted by law.

21 83. Defendants' conduct was carried out by officers, directors, and/or managing agents,
22 including Defendant Jovanovic, with malice, oppression, and fraud, entitling Plaintiff to an award
23 of punitive damages to the extent permitted by law.

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92. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover unpaid wages, interest thereon, reasonable attorneys' fees, and costs of suit.

93. Pursuant to Labor Code section 1194.2, Plaintiff is further entitled to recover liquidated damages in an amount equal to the unpaid minimum wages, plus interest thereon.

94. Pursuant to Labor Code section 558.1, ALEKSANDAR JOVANOVIĆ aka SASCHA ALEKSANDAR JOVANOVIĆ, who is and was an owner, directors, officers, or managing agents of the Corporate Defendant, may be held liable as the employer for such violation since Plaintiff is informed and believe and on that basis alleges that ALEKSANDAR JOVANOVIĆ aka SASCHA ALEKSANDAR JOVANOVIĆ is and was acting on behalf of the Corporate Defendants and caused the labor codes alleged in this cause of action to be violated.

FOURTH CAUSE OF ACTION

FAILURE TO PAY ACCRUED VACATION WAGES

(Against All Defendants)

95. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

96. At all relevant times, Defendants employed Plaintiff within the meaning of the California Labor Code.

97. Plaintiff was an hourly, non-exempt employee who accrued vacation and/or paid time off during the course of her employment pursuant to Defendants' payroll practices, employee policies, course of dealing, and express statements to Plaintiff, including that unused vacation was subject to a purported "use it or lose it" policy.

98. Under California law, vested vacation time is earned wages. Upon termination of employment, Defendants were required to pay Plaintiff all accrued and unused vacation wages at her final rate of pay.

1 99. Plaintiff is informed and believes, and thereon alleges, that she accumulated
2 vacation and/or PTO days that remained unpaid at the time her employment ended.

3 100. Plaintiff further alleges that Defendants' own records are inconsistent, including
4 the vacation/PTO spreadsheet and the wage statements. Plaintiff's paystub records did not
5 reflect any vacation records until after May 2024, and those records may not be accurate after
6 that date.

7 101. Plaintiff is informed and believes, and thereon alleges, that Defendants failed
8 and refused to pay Plaintiff for all accrued vacation wages owed, despite Plaintiff's repeated
9 requests, her vacation report, and the communication from Defendant stating that Plaintiff was
10 not entitled to those vacation days and/or that any unused vacation was forfeited under a
11 purported "use it or lose it" policy.

12 102. Defendants' failure to pay all accrued vacation wages violated Cal. Lab. Code
13 §§ 200, 201, 202, 227.3, and any purported policy requiring forfeiture of accrued vacation was
14 unlawful and void.

15 103. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
16 damages in an amount according to proof, including unpaid vested vacation wages, interest,
17 penalties, and attorney's fees and costs as permitted by law.

18 104. Pursuant to Labor Code section 558.1, ALEKSANDAR JOVANOVIĆ aka
19 SASCHA ALEKSANDAR JOVANOVIĆ, who is and was an owner, directors, officers, or
20 managing agents of the Corporate Defendant, may be held liable as the employer for such
21 violation since Plaintiff is informed and believe and on that basis alleges that ALEKSANDAR
22 JOVANOVIĆ aka SASCHA ALEKSANDAR JOVANOVIĆ is and was acting on behalf of the
23 Corporate Defendants and caused the labor codes alleged in this cause of action to be violated.

FIFTH CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(Labor Code § 226.7; applicable IWC Wage Order)
(Against All Defendants)

105. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

106. Defendants were required to provide Plaintiff with a meal period of not less than thirty (30) minutes when Plaintiff worked more than five (5) hours in a workday, unless a valid waiver applied.

107. Defendants did not provide Plaintiff with a compliant meal period policy, did not inform Plaintiff of any lawful meal period policy, and did not ensure that Plaintiff received meal periods as required by California law.

108. As a result, on one or more workdays during the course of her employment, Plaintiff was required to work through meal periods, was not relieved of all duty, and/or was not provided with lawful meal periods.

109. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff was not receiving compliant meal periods.

110. Defendants failed to pay Plaintiff one additional hour of pay at her regular rate of compensation for each workday on which a meal period was not provided, as required by Labor Code section 226.7.

111. As a direct and proximate result of Defendants' conduct, Plaintiff suffered damages in an amount according to proof, including meal period premium pay, interest, attorneys' fees, and costs where recoverable by law.

112. Pursuant to Labor Code section 558.1, ALEKSANDAR JOVANOVIĆ aka

1 SASCHA ALEKSANDAR JOVANOVIĆ, who is and was an owner, directors, officers, or
2 managing agents of the Corporate Defendant, may be held liable as the employer for such
3 violation since Plaintiff is informed and believe and on that basis alleges that ALEKSANDAR
4 JOVANOVIĆ aka SASCHA ALEKSANDAR JOVANOVIĆ is and was acting on behalf of the
Corporate Defendants and caused the labor codes alleged in this cause of action to be violated.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE REST PERIODS**

7 **(Labor Code § 226.7; applicable IWC Wage Order)**

8 **(Against All Defendants)**

9 113. Plaintiff realleges and incorporates by reference each and every allegation
contained in the preceding paragraphs as though fully set forth herein.

10 114. Defendants were required to authorize and permit Plaintiff to take rest periods,
11 generally at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
thereof worked.

12 115. Defendants did not provide Plaintiff with a compliant rest period policy, did not
13 inform Plaintiff of any lawful rest period policy, and did not authorize and permit rest periods
14 as required by California law.

15 116. As a result, on one or more workdays during the course of her employment,
16 Plaintiff was denied lawful rest periods, was required to work through rest periods, and/or was
17 not relieved of duty as required by law.

18 117. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff was not receiving compliant rest periods.

20 118. Defendants failed to pay Plaintiff one additional hour of pay at her regular rate
21 of compensation for each workday on which a rest period was not provided, as required by

1 Labor Code section 226.7.

2 119. As a direct and proximate result of Defendants' conduct, Plaintiff suffered
3 damages in an amount according to proof, including rest period premium pay, interest,
4 attorneys' fees, and costs where recoverable by law.

5 120. Pursuant to Labor Code section 558.1, ALEKSANDAR JOVANOVIĆ aka
6 SASCHA ALEKSANDAR JOVANOVIĆ, who is and was an owner, directors, officers, or
7 managing agents of the Corporate Defendant, may be held liable as the employer for such
8 violation since Plaintiff is informed and believe and on that basis alleges that ALEKSANDAR
9 JOVANOVIĆ aka SASCHA ALEKSANDAR JOVANOVIĆ is and was acting on behalf of the
Corporate Defendants and caused the labor codes alleged in this cause of action to be violated.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(Labor Code § 226)**

13 **(Against All Defendants)**

14 121. Plaintiff realleges and incorporates by reference all of the allegations contained
15 in the preceding paragraphs as though fully set forth hereat.

16 122. At all relevant times, Defendants were required by Labor Code section 226 to
17 furnish Plaintiff with accurate, itemized wage statements in writing showing, among other things,
18 total hours worked, gross wages earned, net wages earned, and all applicable hourly rates.

19 123. At all relevant times, Defendants were required by Labor Code section 226 to
20 furnish Plaintiff with accurate, itemized wage statements in writing showing, among other things,
21 total hours worked, gross wages earned, net wages earned, and all applicable hourly rates.

22 124. Defendants knowingly and intentionally failed to provide Plaintiff with accurate
23 itemized wage statements.

125. Specifically, Defendants failed to accurately reflect all hours worked by Plaintiff, including off-the-clock work, and failed to accurately reflect all wages earned, including minimum wages and overtime wages.

126. As a result of Defendants' failure to record and compensate all hours worked, Plaintiff's wage statements did not accurately reflect her total hours worked or wages earned.

127. Defendants' violations were knowing and intentional within the meaning of Labor Code section 226.

128. As a direct and proximate result of Defendants' conduct, Plaintiff suffered injury within the meaning of Labor Code section 226(e), including but not limited to: The inability to promptly and accurately determine the total hours worked; The inability to determine the wages earned and whether she was properly compensated; and the need to reconstruct time and pay records to ascertain unpaid wages.

129. Plaintiff is therefore entitled to recover statutory penalties pursuant to Labor Code section 226(e), including the greater of actual damages or fifty dollars (\$50) for the initial pay period and one hundred dollars (\$100) for each subsequent pay period, up to a maximum of four thousand dollars (\$4,000), as well as costs and reasonable attorneys' fees.

130. Pursuant to Labor Code section 558.1, ALEKSANDAR JOVANOVIĆ aka SASCHA ALEKSANDAR JOVANOVIĆ, who is and was an owner, directors, officers, or managing agents of the Corporate Defendant, may be held liable as the employer for such violation since Plaintiff is informed and believe and on that basis alleges that ALEKSANDAR JOVANOVIĆ aka SASCHA ALEKSANDAR JOVANOVIĆ is and was acting on behalf of the Corporate Defendants and caused the labor codes alleged in this cause of action to be violated.

EIGHTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES
(Labor Code § 2802)
(Against All Defendants)

131. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

132. At all relevant times, Defendants were obligated under Labor Code section 2802 to indemnify Plaintiff for all necessary expenditures or losses incurred by Plaintiff in direct consequence of the discharge of her duties.

133. In the course and scope of her employment, Plaintiff was required to work remotely and to use her personal resources to perform her job duties.

134. As a direct consequence of performing her job duties, Plaintiff incurred necessary business expenses, including but not limited to: Internet service; Cellular phone usage; Electricity and utilities attributable to her workspace; Office supplies and equipment; and Other work-related expenses required to carry out Defendants' business operations.

135. Defendants knew or should have known that Plaintiff was incurring such expenses in order to perform her job duties.

136. Plaintiff communicated with Defendants regarding her work conditions and the resources required to perform her duties, thereby placing Defendants on notice of these expenses.

137. Despite such knowledge, Defendants failed and refused to reimburse Plaintiff for these necessary expenditures.

138. Defendants' failure to reimburse was knowing and willful.

139. As a direct and proximate result of Defendants' failure to comply with Labor Code section 2802, Plaintiff has suffered damages in an amount according to proof.

1 140. Plaintiff is entitled to recover all unreimbursed expenses, together with interest
2 thereon, as well as reasonable attorneys' fees and costs pursuant to Labor Code section 2802.

3 141. Pursuant to Labor Code section 558.1, ALEKSANDAR JOVANOVIĆ aka
4 SASCHA ALEKSANDAR JOVANOVIĆ, who is and was an owner, directors, officers, or
5 managing agents of the Corporate Defendant, may be held liable as the employer for such violation
6 since Plaintiff is informed and believe and on that basis alleges that ALEKSANDAR JOVANOVIĆ
7 aka SASCHA ALEKSANDAR JOVANOVIĆ is and was acting on behalf of the Corporate
8 Defendants and caused the labor codes alleged in this cause of action to be violated.

9 **NINTH CAUSE OF ACTION**

10 **FAILURE TO PAY ALL WAGES DUE AT TERMINATION**

11 **(Labor Code §§ 201, 203)**

12 **(Against All Defendants)**

13 142. Plaintiff realleges and incorporates by reference all of the allegations contained in
14 the preceding paragraphs as though fully set forth hereat.

15 143. Plaintiff's employment with Defendants was terminated on or about June 30, 2025.

16 144. Pursuant to Labor Code section 201, Defendants were required to pay Plaintiff all
17 wages earned and unpaid immediately upon termination, including unpaid regular wages, unpaid
18 minimum wages, unpaid overtime compensation, and accrued but unused vacation wages.

19 145. Pursuant to Labor Code section 201, Defendants were required to pay Plaintiff all
20 wages earned and unpaid immediately upon termination, including unpaid regular wages, unpaid
21 minimum wages, unpaid overtime compensation, and accrued but unused vacation wages.

22 146. Plaintiff is informed and believes that she had accrued approximately forty (40)
23 days of unused vacation at the time of her termination, and Defendants failed to pay the full amount
of such accrued vacation wages.

1 147. Defendants' failure to timely pay all wages due at termination was willful within
2 the meaning of Labor Code section 203. Defendants knew the wages were due, had the ability to
3 pay them, and intentionally failed and refused to do so.

4 148. Defendants' failure to pay was not based on any good faith dispute as to whether
5 wages were owed or the amount owed.

6 149. As a direct and proximate result of Defendants' willful failure to pay all wages due
7 at termination, Plaintiff is entitled to waiting time penalties pursuant to Labor Code section 203 in
8 an amount equal to her daily rate of pay for each day the wages remained unpaid, up to a maximum
9 of thirty (30) days, together with interest and costs according to proof.

10 150. Pursuant to Labor Code section 558.1, ALEKSANDAR JOVANOVIĆ aka
11 SASCHA ALEKSANDAR JOVANOVIĆ, who is and was an owner, directors, officers, or
12 managing agents of the Corporate Defendant, may be held liable as the employer for such violation
13 since Plaintiff is informed and believe and on that basis alleges that ALEKSANDAR JOVANOVIĆ
14 aka SASCHA ALEKSANDAR JOVANOVIĆ is and was acting on behalf of the Corporate
15 Defendants and caused the labor codes alleged in this cause of action to be violated.

16 **TENTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(Bus. & Prof. Code § 17200)**

19 **(Against All Defendants)**

20 151. Plaintiff realleges and incorporates by reference all of the allegations contained in
21 the preceding paragraphs as though fully set forth hereat.

22 152. California Business and Professions Code section 17200 prohibits any unlawful,
23 unfair, or fraudulent business act or practice.

1 153. Defendants engaged in unlawful business practices by, among other things,
2 violating the California Labor Code and public policy as alleged herein, including but not limited
3 to: Failing to pay all wages due, including minimum wages and overtime compensation; Failing
4 to pay all wages due upon termination; Failing to provide accurate wage statements; Failing to
5 reimburse necessary business expenses; and Retaliating against Plaintiff in violation of Labor Code
section 1102.5.

6 154. Each of the foregoing violations constitutes an “unlawful” business practice within
7 the meaning of Business and Professions Code section 17200.

8 155. Defendants’ conduct also constitutes “unfair” business practices in that such
9 conduct offends established public policy and provides Defendants with an unfair competitive
10 advantage over law-abiding employers.

11 156. To the extent Defendants made representations or omissions concerning wages,
12 reimbursement, or benefits that were likely to deceive employees, including Plaintiff, Defendants
13 further engaged in fraudulent business practices within the meaning of Business and Professions
Code section 17200.

14 157. As a direct and proximate result of Defendants’ unlawful, unfair, and fraudulent
15 business practices, Plaintiff suffered injury in fact and lost money or property, including but not
16 limited to unpaid wages and unreimbursed expenses.

17 158. Plaintiff seeks restitution of all monies unlawfully withheld from her, as well as all
18 other relief permitted under Business and Professions Code section 17203.

19 **ELEVENTH CAUSE OF ACTION**
20 **VIOLATION OF THE CALIFORNIA EQUAL PAY ACT**
21 **(Against All Defendants)**

22 159. Plaintiff realleges and incorporates by reference all of the allegations contained
23

1 in the preceding paragraphs of this Complaint as though fully set forth herein.

2 160. At all relevant times, Defendants were employers within the meaning of Cal.
3 Lab. Code § 1197.5.

4 161. Plaintiff was employed by Defendants and performed work requiring skill,
5 effort, and responsibility that was substantially similar to the work performed by male
6 employees employed by Defendants.

7 162. Defendants provided business reimbursements and/or equivalent compensation
8 benefits to male employees performing substantially similar work, but did not provide the same
9 reimbursements and/or equivalent compensation benefits to Plaintiff, a female employee.

10 163. Plaintiff performed substantially similar work under similar working conditions
11 as the male comparators, yet Plaintiff received less compensation and/or valuable employment
12 benefits than male employees.

13 164. The disparity in compensation and/or benefits was based on sex and was not
14 justified by any seniority system, merit system, system that measures earnings by quantity or
15 quality of production, or any bona fide factor other than sex.

16 165. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff
17 suffered damages in an amount according to proof, including lost compensation and related
18 economic harm.

19 166. Plaintiff is entitled to recover all available remedies under Cal. Lab. Code §
20 1197.5, including pay differentials, interest, liquidated damages where applicable, attorneys'
21 fees, and costs.

TWELFTH CAUSE OF ACTION

SEX AND GENDER DISCRIMINATION IN VIOLATION OF FEHA

(Against All Defendants)

167. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

168. At all relevant times, Plaintiff was an employee within the meaning of the Fair Employment and Housing Act ("FEHA"), and Defendants were employers subject to FEHA.

169. At all relevant times, Defendants were employers within the meaning of the Fair Employment and Housing Act and were subject to the provisions of Cal. Gov. Code § 12940(a).

170. Plaintiff is a woman and was employed by Defendants.

171. Defendants treated Plaintiff differently from similarly situated male employees with respect to compensation, reimbursements, and/or other terms, conditions, and privileges of employment.

172. Specifically, Defendants provided business reimbursements and/or equivalent employment benefits to male employees, but denied the same reimbursements and/or benefits to Plaintiff and other female employees.

173. Plaintiff was qualified to perform her job duties and was otherwise treated less favorably because of her sex and gender.

174. Plaintiff's sex and/ gender was a substantial motivating reason for Defendants' discriminatory conduct.

175. As a direct and proximate result of Defendants' discriminatory conduct, Plaintiff suffered damages including, but not limited to, lost compensation and benefits, emotional distress, humiliation, and mental anguish.

1 176. Defendants' conduct was intentional, willful, and carried out with malice,
2 oppression, and/or fraud by officers, directors, and/or managing agents, including Defendant
3 Jovanovic, thereby entitling Plaintiff to punitive damages.

4 **THIRTEENTH CAUSE OF ACTION**

5 **BREACH OF CONTRACT**

6 **(Against All Defendants)**

7 177. Plaintiff realleges and incorporates by reference all of the allegations contained in
8 the preceding paragraphs of this Complaint as though fully set forth herein.

9 178. At all relevant times, Defendants entered into an employment relationship with
10 Plaintiff and made verbal and written representations in the renewal paperwork for the health
11 insurance plan that any employee who worked at least 30 hours per week was entitled to health
12 benefits.

13 179. Plaintiff accepted and performed her employment duties for Defendants, including
14 working more than 30 hours per week during the relevant period.

15 180. The renewal paperwork and Defendants' related representations concerning
16 eligibility for health benefits constituted a material part of the terms and conditions of Plaintiff's
17 employment and an enforceable promise that employees working at least 30 hours per week would
18 receive health benefits.

19 181. Plaintiff performed all conditions, covenants, and promises required of her under
20 the agreement, except those she was excused from performing.

21 182. Defendants breached the agreement by failing and refusing to provide Plaintiff with
22 health benefits while she was working more than 30 hours per week and otherwise meeting the
23 stated eligibility criteria.

183. As a direct and proximate result of Defendants' breach, Plaintiff suffered damages in an amount according to proof, including the value of lost health insurance benefits, out-of-pocket medical expenses, consequential damages, interest, costs, and attorneys' fees where recoverable by law.

FOURTEENTH CAUSE OF ACTION

PROMISSORY ESTOPPEL

(Against All Defendants)

184. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

185. Defendants represented and promised, verbally, and, through the renewal paperwork for the health insurance plan, that employees who worked at least 30 hours per week would receive health benefits.

186. Defendants represented and promised, through the renewal paperwork for the health insurance plan, that employees who worked at least 30 hours per week would receive health benefits.

187. Plaintiff reasonably relied on Defendants' promise by continuing to work for Defendants and by performing work in excess of 30 hours per week in reliance on the promised eligibility for health benefits.

188. Defendants failed to provide the promised health benefits to Plaintiff despite her reliance.

189. Injustice can be avoided only by enforcing Defendants' promise.

190. As a direct and proximate result of Defendants' conduct, Plaintiff suffered damages in an amount according to proof, including the value of lost health benefits, out-of-pocket expenses, and other consequential damages.

1 **FIFTEENTH CAUSE OF ACTION**
2 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR**
3 **DEALING**
4 **(Against All Defendants)**

5 191. Plaintiff realleges and incorporates by reference all of the allegations contained in
6 the preceding paragraphs of this Complaint as though fully set forth herein.

7 192. Plaintiff and Defendants were parties to an agreement governing the terms and
8 conditions of Plaintiff's employment, including eligibility for health benefits.

9 193. That agreement included an implied covenant of good faith and fair dealing
10 requiring Defendants not to do anything to deprive Plaintiff of the benefits of the agreement.

11 194. Defendants breached the implied covenant by denying Plaintiff health benefits
12 while she was working more than 30 hours per week and otherwise satisfying the stated eligibility
13 criteria.

14 195. As a direct and proximate result of Defendants' breach, Plaintiff suffered damages
15 in an amount according to proof.

16 **PRAYER**

17 WHEREFORE, Plaintiff respectfully prays for judgment against Defendants, and each of them,
18 as follows:

- 19 1. For general damages, including emotional distress, humiliation, anxiety, mental
20 anguish, and pain and suffering, in an amount according to proof but presently
21 estimated to exceed \$250,000.00;
- 22 2. For special and economic damages, including but not limited to lost wages, lost
23 earnings, lost benefits, lost health insurance coverage, front pay, back pay, unpaid

1 wages, unpaid accrued vacation, and other pecuniary losses, in an amount according to
2 proof but presently estimated to exceed \$200,000.00;

3 3. For unpaid regular wages and overtime compensation in an amount according to proof
4 but presently estimated to exceed \$10,000.00;

5 4. For unpaid accrued vacation wages and/or PTO wages, including all vested vacation
6 time due at separation, in an amount according to proof but presently estimated to
7 exceed \$7,000.00;

8 5. For meal period premium pay pursuant to Labor Code section 226.7 and applicable
9 Industrial Welfare Commission Wage Orders, in an amount according to proof but
10 presently estimated to exceed \$8,000.00;

11 6. For rest period premium pay pursuant to Labor Code section 226.7 and applicable
12 Industrial Welfare Commission Wage Orders, in an amount according to proof but
13 presently estimated to exceed \$8,000.00;

14 7. For unreimbursed business expenses pursuant to Labor Code section 2802, including
15 but not limited to cellphone, internet, utilities, office supplies, and home-workspace
16 expenses, in an amount according to proof but presently estimated to exceed \$5,000.00;

17 8. For waiting time penalties pursuant to Labor Code section 203, in an amount equal to
18 Plaintiff's daily rate of pay for up to thirty (30) days, presently estimated to exceed
19 \$5,760.00;

20 9. For statutory penalties and damages pursuant to Labor Code section 226(e) for
21 inaccurate wage statements, in an amount according to proof but presently estimated to
22 exceed \$4,000.00;

- 1 10. For liquidated damages, to the extent permitted by law, including pursuant to Labor
2 Code section 1194.2, in an amount according to proof but presently estimated to exceed
3 \$10,000.00;
- 4 11. For restitution of all wages and monies unlawfully withheld from Plaintiff pursuant to
5 Business and Professions Code section 17203;
- 6 12. For the value of denied health benefits, including the cost of lost health insurance
7 coverage, out-of-pocket medical expenses, and related consequential damages, in an
8 amount according to proof;
- 9 13. For prejudgment interest on all amounts recoverable, as allowed by law;
- 10 14. For punitive and exemplary damages against Defendants, and each of them, in an
11 amount sufficient to punish and make an example of Defendants, presently estimated to
12 exceed \$500,000.00;
- 13 15. For reasonable attorneys' fees and costs of suit pursuant to Labor Code sections 1194,
14 226, 2802, Government Code section 12965, and any other applicable statute or
15 authority;
- 16 16. For civil penalties, statutory penalties, and all other relief recoverable under the
17 California Labor Code, FEHA, and applicable Wage Orders;
- 18 17. For such other and further relief as the Court deems just and proper.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial as provided by § 631 of the California Code of Civil Procedure.

Dated: June 2, 2026

LAW OFFICES OF MORRIS NAZARIAN. APC

Morris Nazarian

Morris Nazarian, Esq.
Attorney for Plaintiff