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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
02/14/2024
By: H. Thomas Deputy

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

12 SABRINA AGRIFOGLIO,

13 Plaintiff,

14 vs.

15 UROGYNECOLOGY CONSULTANTS
16 MEDICAL CORPORATION, a California
17 Corporation; and DOES 1 to 100, inclusive,

18 Defendants.

Case No. **24CV002735**

COMPLAINT FOR DAMAGES:

1. **Failure to Pay Overtime Wages**
2. **Failure to Pay Minimum Wages**
3. **Meal Period Violations**
4. **Rest Period Violations**
5. **Wage Statement Violations**
6. **Waiting Time Penalties**
7. **Failure to Reimburse Expenses**
8. **Unfair Competition**
9. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

20
21
22 Plaintiff SABRINA AGRIFOGLIO ("Plaintiff"), hereby files this Complaint against
23 Defendants UROGYNECOLOGY CONSULTANTS MEDICAL CORPORATION, a California
24 Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants").
25 On information and belief, Plaintiff allege the following:

26 **INTRODUCTION**

27 1. This is an individual and Private Attorneys General Act ("PAGA") lawsuit brought by
28 Plaintiff for failure to provide overtime wages, failure to provide minimum wages, meal and rest period

violations, wage statement violations, waiting time penalties, failure to reimburse expenses, and unfair competition.

JURISDICTION AND VENUE

2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code, California Business and Professions Code, and Wage Order No. 5.

3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that Defendants identified their principal place of business and/or residence as being within Sacramento County on filings submitted to the California Secretary of State. Additionally, that some of the wrongful acts and violations of law asserted herein against Aggrieved Employees occurred within Sacramento County, and Defendants' obligation to pay wages arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself and other Aggrieved Employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on approximately December 8, 2023. Plaintiff provided facts and legal basis for her claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00 filing fee. The December 8, 2023, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of herself and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees include, but is not limited to the following: all non-exempt employees who worked, or continue to work, for Defendants in California at any time between December 8, 2022 to the present.

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1 **PARTIES**

2 5. SABRINA AGRIFOGLIO is an individual over the age of eighteen (18) and is a
3 resident of the State of California.

4 6. On information and belief, Plaintiff alleges, UROGYNECOLOGY CONSULTANTS
5 MEDICAL CORPORATION, is now and/or at all times mentioned in this Complaint was a
6 California Corporation and the owner and operator of an industry, business and/or facility doing
7 business in the State of California.

8 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
9 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
10 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
11 names and capacities of these DOE Defendants when they are ascertained.

12 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
13 other Defendants and was acting within the course and scope of such agency or employment. The
14 Defendants are jointly and severally liable to Plaintiff.

15 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
16 were members of and/or engaged in a joint employment, joint venture, partnership and common
17 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
18 joint venture, partnership and common enterprise.

19 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
20 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

21 11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
22 wrongs, complaints, injuries and/or damages alleged in this Complaint.

23 **GENERAL ALLEGATIONS**

24 12. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as though fully
25 set forth herein.

26 13. Plaintiff was employed with Defendants from May 2015 to November 2018 and from
27 July 26, 2019, to September 21, 2023. Plaintiff was a non-exempt employee, and her final rate of pay
28 was \$38.00 per hour. Plaintiff worked as a licensed vocational nurse ("LVN") out of the Roseville

1 office. Defendants provide urogynecology medical services to patients. Defendants have offices in
2 Sacramento, Roseville, and Folsom, California. Plaintiff's job duties and tasks include but were not
3 limited to performing office visits with patients, communicating test results to patients, charting,
4 addressing patients' calls and responding to patients' messages, requests, concerns, and instant
5 messaging. Plaintiff had a full day of scheduled appointments. The appointments varied between fifteen
6 (15) minutes to one hour. Plaintiff had anywhere from nine (9) to eighteen (18) appointments per day.
7 Plaintiff worked in a fast paced overornament where she had to provide patient care and respond to
8 patients quickly.

9 14. Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40)
10 hours per week on a regular basis. Initially, Plaintiff's and Aggrieved Employees' work schedule was
11 8:00 a.m. to 4:30 p.m. After November 2021, Plaintiff and other Aggrieved Employees began a four (4)
12 days per week, ten (10) hours per day work schedule. Although Plaintiff regularly worked in excess of
13 ten (10) hours days, Plaintiff's schedule changed to three (3) days per week where she was scheduled to
14 work two ten (10) hour days and a twelve (12) hour day. Plaintiff also worked over ten (10) hours per
15 day and over twelve (12) hours per day during this period. Plaintiff is informed and believes that other
16 Aggrieved Employees similarly worked over their scheduled shifts, including the ten (10) hour shifts.
17 Defendants did not pay Plaintiff and Aggrieved Employees overtime for all hours worked in excess of
18 eight (8) per day. Defendants also failed to pay double time for all hours worked in excess of twelve
19 (12) per day. For overtime wages that Defendants did pay, they regularly failed to properly calculate the
20 regular rate of pay for Plaintiff and Aggrieved Employees as Defendants did not incorporate the value of
21 bonuses into the regular rate of pay covering the time period the bonuses were earned over. The failure
22 to properly calculate the regular rate of pay also caused the underpayment of sick leave wages and meal
23 and rest period premiums.

24 15. Defendants had a high-volume practice and suffered from a lack of staffing which made
25 it difficult for Plaintiff and Aggrieved Employees to finish all the daily appointments and complete all
26 the daily tasks and messages. As a result, Plaintiff reported to work early prior to the start of her shift
27 and started working before clocking in. Plaintiff would also work after she had clocked out in order to
28 finish charts, respond to patient messages and complete daily tasks. Plaintiff estimates that she worked

1 approximately one (1) to two (2) hours off-the-clock per week. Plaintiff is informed and believes that
2 other Aggrieved Employees also worked off the clock pre- and post-shift in order to finish daily tasks.
3 Plaintiff and Aggrieved Employees were not paid for off-the-clock work, resulting in unpaid minimum
4 and overtime wages.

5 16. Moreover, Defendants failed to authorize and permit Plaintiff and Aggrieved Employees
6 to take meal and rest periods in a timely manner, completely free from duty, and uninterrupted due to the
7 fast pace of the work, the number of patients to be seen, responding to patient messages, and lack of
8 staffing. Plaintiff and Aggrieved Employees regularly missed their meal and rest periods, were unable
9 to take timely meal periods, and were interrupted for those meal and rest periods they attempted. For
10 example, Plaintiff was not able to take her meal and/or rest periods due to the volume of work and
11 nature of task, including the back-to-back scheduling of appointments without provision for breaks, and
12 appointments continuing into any time that was others scheduled to be a break. Plaintiff is informed and
13 believes that Aggrieved Employees were similarly unable to take their meal and rest periods due to the
14 volume of work and nature of tasks. Defendants' time records demonstrate a pattern of untimely meal
15 periods and/or the lack of a meal period when Plaintiff and Aggrieved Employees would have been
16 entitled to one. Defendants did not provide Plaintiff and Aggrieved Employees with a second meal
17 period or third rest period for shifts of more than ten (10) hours, even where those shifts were in excess
18 of twelve (12) hours. Defendants did not pay Plaintiff meal and/or rest period premiums for non-
19 compliant meal and/or rest periods. Plaintiff is informed and believes that Defendants similarly failed to
20 pay Aggrieved Employees meal and/or rest period premiums for non-compliant meal and/or periods.

21 17. Furthermore, Defendants also did not have a policy to reimburse Plaintiff and Aggrieved
22 Employees for the use of their personal cell phones for work purposes. Defendants required Plaintiff and
23 Aggrieved Employees to clock in and out using a Paylocity app. Aggrieved Employees used their cell
24 phones to clock in and out via the app. Also, Plaintiff and other nurses used their personal cell phones to
25 communicate with co-workers and physicians for work purposes. Defendants did not reimburse Plaintiff
26 and Aggrieved Employees for using their personal cell phones for work purposes. Additionally,
27 Defendants required Plaintiff and Aggrieved Employees to drive to other offices to pick up supplies.
28

Defendants did not reimburse Plaintiff and Aggrieved Employees for driving their personal cars to pick up supplies.

18. Finally, Defendants failed to provide Plaintiff and Aggrieved Employees with all their earned sick pay. Because Defendants required Plaintiff and Aggrieved Employees to work off-the-clock, Plaintiff and Aggrieved Employees did not accrue the appropriate amount of sick leave based on actual hours worked. Additionally, even excluding off-the-clock hours worked, Defendants required Plaintiff and Aggrieved Employees to accrue sick leave at a rate less than one (1) hour of sick leave for every thirty (30) hours worked. Defendants utilized a lesser, flat rate accrual per pay period that resulted in less than twenty-four (24) hours of sick leave being available by the 120th day of employment. This resulted in the failure to pay Plaintiff and Aggrieved Employees all sick leave wages they would have otherwise been due and prevented Plaintiff and Aggrieved Employees from taking all their earned sick days.

19. As a result of Defendants' failure to pay Plaintiff and Aggrieved Employees all minimum wages, overtime wages, meal and rest period premiums, and sick leave wages, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of meal and rest period premiums owed, the accurate accrued sick leave pay, and the accurate gross and net wages earned.

20. To date, Defendants have not paid Plaintiff and Aggrieved Employees all the minimum wages, overtime wages, meal and rest period premiums, and sick leave wages.

CAUSES OF ACTION

FIRST CAUSE OF ACTION **FAILURE TO PAY OVERTIME WAGES** **(As to all Defendants)**

21. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 20 as though fully set forth herein.

22. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for

1 hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 5, section (3)(A);
2 Cal. Lab. Code §§ 510, 1194.

3 23. Plaintiff worked in excess of eight (8) hours per day and/or forty (40) hours per week on
4 several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff
5 and for all overtime hours worked at their regular rate of pay.

6 24. Plaintiff was not exempt from overtime protections employees under the California Wage
7 Orders and Labor Code.

8 25. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the
9 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
10 here in full.

11 **SECOND CAUSE OF ACTION**
12 **FAILURE TO PAY MINIMUM WAGES**
13 **(As to all Defendants)**

14 26. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully
15 set forth herein.

16 27. For the period preceding the filing of this Complaint, Defendants were required to
17 compensate Plaintiff at least California's applicable minimum for every hour worked. *See* MW-Order
18 2019; IWC Wage Order, No. 5, section 4(A); Cal. Lab. Code § 1194.

19 28. Plaintiff was not exempt from the State's Minimum Wage Order. Defendants were aware
20 of their obligation to pay the minimum wage for each hour worked but failed to do so.

21 29. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the
22 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
23 here in full.

24 **THIRD CAUSE OF ACTION**
25 **MEAL PERIOD VIOLATIONS**
26 **(As to all Defendants)**

27 30. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 29 as though fully
28 set forth herein.

31. An employer must provide an employee a meal period in accordance with the
applicable Wage Order, and California Labor Code sections 226.7 and 512.

1 32. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section
2 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
3 minutes for each work period of more than five (5) hours.

4 33. California Labor Code section 512 and Wage Order No. 5 section 11(B) further
5 provide that employers may not employ employees for a work period for more than ten (10) hours
6 per day without providing the employee with a second meal period of at least thirty (30) minutes.
7 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
8 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
9 (1) hour of pay at their regular rate of compensation for each meal period not provided.

10 34. Defendants employed Plaintiff for periods of more than five (5) hours without
11 providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30)
12 minutes when Plaintiff worked more than ten (10) hours in a day. Defendants also failed to allow
13 Plaintiff to take her first meal period before the completion of their fifth hour of work and failed to
14 allow Plaintiff to take her second meal period before the completion of her tenth hour of work.
15 Plaintiff did not waive her rights to all meal periods throughout their employment.

16 35. Defendants further failed to pay Plaintiff the applicable meal period premiums for any
17 such missed meal breaks.

18 36. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in
19 the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set
20 forth here in full.

21 **FOURTH CAUSE OF ACTION**
22 **REST PERIOD VIOLATIONS**
 (As to all Defendants)

23 37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as though fully
24 set forth herein.

25 38. An employer must provide an employee a rest period in accordance with the
26 applicable Wage Order and California Labor Code section 226.7.
27
28

39. California Labor Code section 226.7 and Wage Order No. 5, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

40. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff to take paid rest periods of at least ten (10) minutes for each work period that she worked more than four (4) hours or a major fraction thereof.

41. Defendants further failed to pay Plaintiff and Aggrieved the applicable rest period premiums for any such missed rest periods.

42. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

43. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 42 as though fully set forth herein.

44. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at

1 *the place of employment or at a central location within the State of*
2 *California.*

3 45. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
4 itemized statement or failed to provide an accurate and complete itemized statement showing the
5 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
6 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
7 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
8 paystubs also did not accurately itemize Plaintiff's total hours worked due to Defendants' lack of
9 staffing, timekeeping practices, meal and rest period policies and practices that interrupted Plaintiff
10 during her meal and rest breaks, that resulted in off-the-clock work. Plaintiff was not able to
11 promptly and easily determine her total hours worked from her paystubs alone. Additionally,
12 Plaintiff suffered confusion over whether she received all wages owed and was prevented from
13 effectively challenging information on her wage statements.

14 46. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in
15 the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set
16 forth here in full.

17 **SIXTH CAUSE OF ACTION**
18 **WAITING TIME PENALTIES**
19 **(As to all Defendants)**

20 47. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 46 as though fully
21 set forth herein.

22 48. An employer must pay an employee who is terminated all unpaid wages immediately
23 upon termination. *See* Cal. Lab. Code § 201.

24 49. An employer must pay an employee who resigns all unpaid wages within seventy-two
25 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

26 50. Plaintiff did not receive all wages, including minimum and overtime wages, meal and rest
27 period premiums, or all sick leave pay owed at her termination or within the required time after her
28 separation from employment.

51. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

52. Defendants knew of their obligation to pay Plaintiff's her final wages when her employment terminated. Indeed, Defendants had knowledge that Plaintiff worked off the clock and worked through meal and rest periods and took late meal and rest periods because Defendants scheduled appointments during Plaintiff's meal period times or required Plaintiff to perform patient visits, charting, or respond to messages during meal and rest periods. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

53. As a proximate result of Defendants' conduct, Plaintiff has been damaged and deprived of her wages and thereby seeks her daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though fully set forth herein.

55. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

56. Defendants required Plaintiff to use her personal cell phone to clock in and out using a Paylocity app. Defendants required Plaintiff to use her personal cell phone to communicate with co-workers and physicians for work purposes. Defendants did not reimburse Plaintiff for using her personal cell phone for work purposes. Additionally, Defendants required Plaintiff to drive to other offices to pick up supplies. Defendants did not reimburse Plaintiff for driving her personal cars to pick up supplies.

57. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to UROGYNECOLOGY CONSULTANTS MEDICAL CORPORATION and DOES 1 to 100)

58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully set forth herein.

59. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

60. Plaintiff was not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during her employment or any time thereafter. Moreover, through Defendants conduct Plaintiff was denied statutory protections regarding meal and rest periods.

61. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

62. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff is entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 245 et seq, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

1 64. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
2 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
3 current and former employees:

- 4 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime
5 Wages)
- 6 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay
7 Minimum Wages)
- 8 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B)
9 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 10 • Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest
11 Periods or Pay Premiums in Lieu Thereof)
- 12 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 13 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 14 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 15 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
16 Work in Any Industrial Welfare Commission Order)
- 17 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- 18 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

19 65. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
20 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
21 2699(f)(2).

22 66. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code
23 sections 2699(a) and 2699.3.

24 67. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
25 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
26 the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

- b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Seventh Cause of Action:

- a. An amount to be proven at trial;
b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

8. As to the Ninth Cause of Action:

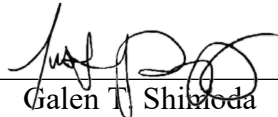
- a. For civil penalties as provided in the Labor Code for each enumerated violation;
b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

9. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
b. Injunctive and Declaratory relief;
c. Attorney's fees and costs as provided for by law; and
d. Interest.

Dated: February 14, 2024

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda
Justin P. Rodriguez
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Attorneys for Plaintiff