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Attorney for Plaintiff
DANIEL BRYANT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DANIEL BRYANT, an individual,

Plaintiff,

vs.

HEALTH RUS URGENT-CARE CORP, a
California corporation, JOHN O OPARA, an
individual, LLOYDETTE BREWAH, an
individual, DR. LLOYD'S HEALTH
ADVANTAGE, INC., a California Corporation,
RACHEL RILEY, an individual, HEMALATHA
PAREKH, an individual, RAZAN AMMARI,
M.D., an individual, and DOES 1-10, inclusive,

Defendants.

CASE NO. CIVSB2416582

Plaintiff Daniel Bryant's Complaint for:
(1) Failure to Pay Wages in Violation of
Labor Code §§ 201, 202, 204, 210, *et seq.*;
(2) Failure to Pay Overtime Wages in
Violation of Labor Code § 510;
(3) Failure to Provide Meal and Rest
Breaks in Violation of Labor Code §
226.7;
(4) Failure to Provide Accurate and
Itemized Wage Statements in Violation of
Labor Code § 226;
(5) Waiting Time Penalties in Violation
of Labor Code § 203;
(6) Requiring Employees to Execute a
Settlement and Release of Claims as a
Condition of Employment in Violation of
Labor Code § 206.5;
(7) Violation of Labor Code §§ 1198.5,
432; and
(8) Private Attorney General Act
("PAGA") Public Enforcement Claim
(Labor Code §2699, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff Daniel Bryant (“Bryant” or “plaintiff”), by and through his attorneys of record, the
2 Azat Law Group, hereby brings this Complaint against defendants Health Rus Urgent-Care Corp, a
3 California corporation (“Health R’ Us”), John Opara, an individual, Lloydette Brewah, an individual,
4 Rachel Riley, an individual, Hemalatha Parekh, an individual, Razan Ammari, M.D., an individual,
5 and Does 1 through 10, inclusive (collectively “defendants”).

6 INTRODUCTION

7 1. Bryant worked as a phlebotomist for defendants from July 2022 until March 2023, and
8 was a full-time, non-exempt employee. Defendants failed to pay wages when due, failed to provide
9 meal and rest periods, failed to pay overtime, failed to maintain complete and accurate time records,
10 and failed to provide accurate itemized wage statements to Bryant and other employees working for
11 defendants during the relevant time period.

12 PARTIES

13 2. Bryant is an individual who at all times relevant resided in California and was
14 employed by defendants in San Bernardino County.

15 3. Health R’ Us is a California corporation organized and existing under the laws of the
16 State of California and located in San Bernardino County. Health R’ Us employs more than five
17 people.

18 4. Hemalatha Parekh is a California resident and, on information and belief, at all times
19 relevant was an owner, Chief Executive Officer, and Director of Health R’ Us.

20 5. Rachel Riley is a California resident and, on information and belief, at all times
21 relevant was an owner, Chief Financial Officer, and Director of Health R’ Us.

22 6. John O Opara is a California resident and, on information and belief, was an owner
23 and Director of Health R’ Us.

24 7. Lloydette Brewah is a California resident and, on information and belief, was an
25 owner and Director of Health R’ Us.

26 8. All defendants compelled, coerced, aided, and/or abetted the discrimination,
27 retaliation, breaches, Labor Code violations, and/or were unjustly enriched by the illegal misconduct
28 alleged in this Complaint. All defendants were responsible for the events and damages alleged

1 herein, including on the following bases: (a) defendants committed the acts alleged; (b) at all
2 relevant times, one or more of the defendants was the agent or employee, and/or acted under the
3 control or supervision of one or more of the remaining defendants; (c) at all relevant times, there
4 existed a unity of ownership and interest between or among two or more of the defendants such that
5 any individuality or separateness between or among those defendants has ceased, and defendants are
6 alter egos of one another. Defendants exercised domination and control over one another to such an
7 extent that any individuality or separateness of defendants does not, and at all times herein mentioned
8 did not, exist. Adherence to the fiction of the separate existence of defendants would permit abuse of
9 corporate privilege and would sanction fraud and promote injustice. All actions of all defendants
10 were taken by employees, supervisors, executives, officers and directors during employment with all
11 defendants, were taken on behalf of all defendants, and were engaged in, authorized, ratified, and
12 approved of by all other defendants.

13 9. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each and
14 all of them, at all relevant times hereinafter mentioned were the parent companies, subsidiaries,
15 predecessors in interest, successor companies, affiliates, agents, employees, servants, joint venturers,
16 directors, officers, fiduciaries, representatives, and/or co conspirators of each of the remaining
17 Defendants. The Defendants, in doing the things hereinafter alleged, were acting within the course
18 and scope of such relationship (unless otherwise alleged) and were negligently, intentionally, or
19 otherwise responsible in some actionable manner for the occurrences herein alleged and are a
20 proximate cause of Plaintiff's damages as herein alleged.

21 10. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
22 hereinafter mentioned, Defendants were the alter-egos of one or more of the remaining named and/or
23 unnamed Defendants, and as herein alleged, were acting for their own benefit and/or the benefit of
24 one or more of the remaining named and/or unnamed Defendants. Plaintiff alleges that Defendants
25 were acting on behalf of each other in the establishment, ratification of, and/or execution of the
26 wrongful conduct set forth herein. Plaintiff is informed and believes that Defendants had decision-
27 making responsibility for the wrongful conduct of each other, and are, therefore liable on the claims
28 herein asserted.

1 11. Plaintiff further alleges that there exists such unity of interest and ownership between
2 Defendants that the individuality and separateness of Defendants is a mere sham. The business
3 affairs of Defendants are, and at all times relevant hereto, were so mixed and intermingled that the
4 same cannot reasonably be segregated. Defendants were mere shells and conduits for the conduct of
5 certain of other Defendants' affairs. The recognition of the separate existence of Defendants would
6 not promote justice in that it would permit Defendants to insulate themselves from liability to
7 Plaintiff. Accordingly, Defendants are the alter egos of each other, and the fiction of their separate
8 existence must be disregarded in equity and law to avoid fraud and injustice to Plaintiff.

9 12. Plaintiff is ignorant of the true names of those defendants sued as DOES 1 through 10.
10 On information and belief, DOES 1 through 10 do business in California and are in some manner
11 responsible for the conduct alleged in this Complaint. Upon discovering the true names and
12 capacities of these fictitiously named defendants, plaintiff will amend this Complaint to show their
13 true names and capacities.

14 **JURISDICTION AND VENUE**

15 13. This Court has jurisdiction over this matter because each defendant has conducted
16 continuous business within San Bernardino County, and the transactions and occurrences that gave
17 rise to this action occurred within San Bernardino County.

18 14. Venue is proper in San Bernardino County because a substantial portion of the
19 unlawful acts giving rise to the claims alleged herein occurred in San Bernardino County.

20 **FACTS**

21 15. Plaintiff worked for defendants as the Head Phlebotomist Director from June 2022 to
22 March 2023. As a condition of his employment, defendants required plaintiff to sign, and on
23 information and belief required all employees to sign, a "General Release of All Claims," whereby all
24 employees purportedly waived and released all claims related to their employment, including for
25 unpaid wages. When plaintiff started to work for defendants, he was paid \$18.00 per hour.

26 16. Plaintiff was not paid any wages for the first week that he worked for defendants, and
27 quickly learned that defendants' executives and managers, who included John Opara, edited
28 plaintiff's hours on a regular basis and did not pay plaintiff for the full amount of time that plaintiff

1 and other employees worked. Defendants regularly changed and reduced plaintiff's work hours, did
2 not pay employees for meal and rest breaks that plaintiff and other employees were required to work
3 through, and were provided with inaccurate pay stubs and wage statements.

4 17. Defendants also edited plaintiff's time records to show meal and rest breaks that
5 plaintiff and other employees did not take. Defendants regularly required plaintiff and other
6 employees to work through meal and rest periods, and failed to pay plaintiff and other employees the
7 required penalty for meal and rest breaks that employees worked through.

8 18. Defendants also edited plaintiff's and other employees' time cards to avoid having to
9 pay employees for overtime worked. Defendants were aware of the aforementioned conduct, ratified
10 the aforementioned conduct, and knew or should have known that defendants' managers engaged in
11 the aforementioned unlawful conduct.

12 19. Defendants' management, including Opara, would regularly clock employees out
13 while still working and did not allow employees to manage their own time cards. Defendants'
14 managers, including Opara, would clock out employees at a certain time while requiring employees,
15 including plaintiff, to work past the artificial clock out time. This resulted in plaintiff and other
16 employees being required to work off the clock and not having been paid for regular hours and
17 overtime worked. This led to errors in plaintiff's and other employees' timecards during the relevant
18 time period and defendants' failure to pay all wages owed during the relevant time period.

19 20. Plaintiff complained to management, including to Opara and Rachel Riley, that he was
20 not paid for time worked and that there were errors on his time cards, and defendants did nothing to
21 correct the fraudulent conduct or to pay plaintiff and other employees for wages that were owed.

22 PAGA VIOLATIONS

23 A. Overtime Violations

24 21. Labor Code sections 510 and 1194 required defendants to compensate plaintiff and
25 aggrieved employees for all overtime worked. Labor Code section 510 provides:

26 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
27 workday and any work in excess of 40 hours in any one workweek and the first eight hours
28 worked on the seventh day of work in any one workweek shall be compensated at the rate of

1 no less than one and one-half times the regular rate of pay for an employee. Any work in
2 excess of 12 hours in one day shall be compensated at the rate of no less than twice the
3 regular rate of pay for an employee. In addition, any work in excess of eight hours on any
4 seventh day of a workweek shall be compensated at the rate of no less than twice the regular
5 rate of pay of an employee.

6 22. Plaintiff and aggrieved employees were non-exempt employee and regularly worked
7 overtime hours and defendants failed to compensate plaintiff and aggrieved employees for overtime
8 hours worked as required under the California Labor Code and applicable IWC Wage Order.
9 Defendants required or permitted plaintiff and aggrieved employees to work off the clock, required or
10 permitted plaintiff and aggrieved employees to work through meal and rest breaks without having
11 compensated them for this time and failing to include this time in their hours worked; illegally and
12 inaccurately recorded time in which plaintiff and aggrieved employees worked, failed to properly
13 maintain plaintiff and aggrieved employees records; failed to provide accurate itemized wage
14 statements to plaintiff and aggrieved employees or each pay period, and other methods to be
15 discovered.

16 23. In violation of California law, defendants knowingly and willfully refused to perform
17 their obligations to timely compensate plaintiff and aggrieved employees for all wages earned and all
18 hours worked.

19 B. Meal Period Violations

20 24. Pursuant to the Industrial Welfare Commission Wage Orders, defendants were
21 required to pay plaintiff and aggrieved employees for all their time worked, meaning the time during
22 which an employee is subject to the control of an employer, including all the time the employee is
23 suffered or permitted to work. During the PAGA period, defendants required plaintiff and aggrieved
24 employees to work without paying them for all the time they were under defendants' control.
25 Defendants required plaintiff and aggrieved employees to work while clocked out during what was
26 supposed to be plaintiff and aggrieved employees' off-duty meal breaks. Plaintiff and aggrieved
27 employees were from time to time interrupted by work assignments while what should have been
28 plaintiff and aggrieved employees' off-duty meal break. There were many days where plaintiff and

aggrieved employees did not even receive a partial lunch and were required to work through their meal breaks. As a result, the plaintiff and aggrieved employees forfeited minimum wage and overtime wages by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates.

25. From time-to-time during the PAGA period, plaintiff and aggrieved employees were unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and aggrieved employees were required to perform work as ordered by defendants for more than five (5) hours during some shifts without receiving a meal break. Further, defendants from time to time failed to provide plaintiff and aggrieved employees with a second off-duty meal period for some workdays in which these employees were required by defendants to work ten (10) hours of work from time to time. The nature of the work performed by the plaintiff and aggrieved employees does not qualify for limited and narrowly construed "on-duty" meal period exception. Plaintiff and aggrieved employees therefore forfeited meal breaks without additional compensation and in accordance with defendants' policies and practices. Plaintiff and aggrieved employees were not timely compensated for missed meal periods as required by the Labor Code.

C. Rest Period Violations

26. From time-to-time during the PAGA period, plaintiff and aggrieved employees were also required from time-to-time to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work schedule and defendants' inadequate staffing. Further, for the same reasons these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. When they were provided rest breaks, plaintiff and aggrieved employees were required to remain on the premises and remain on duty during those breaks. Plaintiff and aggrieved employees were also not provided with one-hour wages in lieu thereof. Plaintiff and aggrieved employees were from time to time denied their proper rest periods by defendants and defendants' managers. Plaintiff and aggrieved employees were not timely

1 compensated for missed meal periods as required by the Labor Code.

2 D. Wage Statement Violations

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

11 28. During the relevant PAGA period, when plaintiff and other employees were not paid
12 for overtime worked, missed meal and rest periods, were not paid for missed meal or rest breaks, or
13 were paid inaccurate missed meal or rest period premiums, or were not paid for the time that they
14 spent working under defendants' control, defendants also failed to provide plaintiff and other
15 aggrieved employees with complete and accurate wage statements which failed to show, among other
16 things, all hours worked and the penalty payments for missed meal and rest periods.

17 29. As a result, defendants issued plaintiff and the other aggrieved employees with wage
18 statements that violated Labor Code section 226. Defendants' violations were knowing and
19 intentional, were not isolated or due to an unintentional payroll error due to clerical or inadvertent
20 mistake.

21 E. Failure to Maintain Records

22 30. During the PAGA period, defendants knowingly and intentionally failed to maintain
23 records as required by Labor Code sections 226 and 1174, *et seq.*, including, but not limited to, failed
24 to maintain the total daily hours worked by each employee, the applicable rates of pay, all deductions,
25 meal periods, time records showing when each employee began and ended each work period, and
26 accurate itemized statements. Accordingly, plaintiff and all aggrieved employees are entitled to all
27 available statutory penalties, including, but not limited to, civil penalties pursuant to Labor Code
28 sections 226(e), 226.3 and 1174.5, and an award of costs, expenses, and reasonable attorney's fees,

1 including but not limited to those provided in California Labor Code section 226(e), as well as other
2 available remedies.

3 F. Execution of Release of Claim or Right on Account of Wages Due

4 31. Under Labor Code section 206.5, it is unlawful for any person or employer to require
5 an employee to execute a release of a claim or right on account of wages due, or to become due, or
6 made as an advance on wages to be earned, unless payment of those wages has been made. A release
7 required or executed in violation of the provisions of Section 206.5 shall be null and void as between
8 an employer and the employee. During the PAGA period, plaintiff and aggrieved employees were
9 required to execute a release of claims or rights on accrued wages due in violation of Section 206.5 as
10 a condition of employment.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY WAGES IN VIOLATION OF**

13 **LABOR CODE §§ 201, 202, 204, 210, et seq.**

14 **(AGAINST ALL DEFENDANTS)**

15 32. Plaintiff incorporates and realleges paragraphs 1 through 33 of this Complaint as if
16 fully set forth here.

17 33. At all relevant times, Bryant performed work for defendants and defendants refused to
18 pay plaintiff for wages earned and owed. Defendants routinely failed to pay plaintiff the required
19 overtime rate and for regular hours worked, and failed to provide plaintiff and other employees with
20 statutory rest and meal breaks.

21 34. Plaintiff was not exempt from the requirements of Labor Code section 510, *et seq.*

22 35. Plaintiff and other employees during the relevant time period were deprived of
23 rightfully earned compensation as a direct and proximate result of defendants' refusal to pay said
24 compensation.

25 36. Plaintiff demanded that defendants pay him all unpaid wages and defendants refused,
26 and is entitled to recover his unpaid wages in an amount to be proven at trial as well as to penalties
27 pursuant to the Labor Code.

28 **SECOND CAUSE OF ACTION**

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF
LABOR CODE § 510, et seq.
(AGAINST ALL DEFENDANTS)

37. Plaintiff incorporates and realleges paragraphs 1 through 38 of this Complaint as if fully set forth here.

38. Labor Code sections 510, 1194, and IWC Wage Order No. 1-2001, § 3, requires defendants to compensate plaintiff for all overtime worked. Labor Code section 510 provides:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

39. Plaintiff was a non-exempt employee and regularly worked overtime hours and defendants failed to compensate plaintiff for all overtime hours worked as required under the California Labor Code and IWC Wage Order. Defendants required or permitted plaintiff to work off the clock, required or permitted plaintiff to work through meal and rest breaks without having compensated them for this time and failing to include this time in their hours worked; illegally and inaccurately recorded time in which plaintiff worked, failed to properly maintain plaintiff's records; failed to provide accurate itemized wage statements to plaintiff for each pay period, and other methods to be discovered.

40. In violation of California law, defendants knowingly and willfully refused to perform their obligations to compensate plaintiff for all wages earned and all hours worked. As a proximate result, plaintiff and the other aggrieved employees have suffered, and will continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and

1 expenses of attorneys' fees in seeking to compel defendants to perform their obligations, all to their
2 respective damages in an amount to be proven at trial.

3 41. Plaintiff is entitled to recover the unpaid balance of wages owed to him and applicable
4 penalties, attorneys' fees and expenses, and costs of suit.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL AND REST BREAKS**

7 **IN VIOLATION OF LABOR CODE § 226.7**

8 42. Plaintiff incorporates and realleges paragraphs 1 through 43 of this Complaint as if
9 fully set forth here.

10 43. Labor Code section 226.7 requires an employer to provide every employee with an
11 uninterrupted rest period of not less than 10 minutes for every period worked of four hours, or
12 substantial period thereof, and one 30—minute uninterrupted meal period for every five hours of
13 work.

14 44. Plaintiff regularly worked in excess of five hours per day and was entitled to take one
15 meal period and two 10-minute rest periods on each workday.

16 45. Defendants failed to provide plaintiff with the required meal and rest periods, and
17 failed to compensate plaintiff for missed meal and rest periods, as required by Labor Code section
18 226.7 and applicable Code of Regulations and Industrial Welfare Commission Order.

19 46. Plaintiff is not exempt from the meal and rest break requirements of Title 8 California
20 Code of Regulations section 11160 and Industrial Welfare Commission Order No. 16-2001.
21 Accordingly, plaintiff is owed one hour of pay at plaintiff's then regular hourly rate, or the requisite
22 minimum wage, whichever is greater, for each day that plaintiff was denied such meal and rest
23 periods.

24 47. Plaintiff has been deprived of his rightfully earned compensation for rest breaks as a
25 direct and proximate result of defendants' failure and refusal to pay plaintiff his earned compensation
26 in an amount to be determined at trial.

27 **FOURTH CAUSE OF ACTION**

28 **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**

1 **LABOR CODE § 226, et seq.**

2 **(AGAINST ALL DEFENDANTS)**

3 48. Plaintiff incorporates and realleges paragraphs 1 through 48 of this Complaint as if
4 fully set forth here.

5 49. Pursuant to Labor Code sections 226 and 1174, employers have a duty to provide their
6 non-exempt employees with itemized statements showing the total hours worked, hourly wages,
7 gross wages, total deductions and net wages earned. An employer who violates these code sections is
8 liable for the greater of actual damages suffered by the employee, or \$50 in civil penalties for the
9 initial pay period in which a violation occurred, and \$100 per employee for each subsequent pay
10 period, up to a statutory maximum of \$4,000 per employee.

11 50. At all relevant times, defendants failed to provide plaintiff with timely and accurate
12 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
13 wages earned, the name and address of the legal entity employing plaintiff, and all applicable hours
14 and rates in effect during each pay period and the corresponding number of hours worked at each
15 hourly rate by plaintiff. Defendants altered plaintiff's time cards to avoid paying plaintiff for hours
16 worked and for overtime, meal and rest period penalties, and actual hours worked, thereby resulting
17 in wage and hours statements that were inaccurate and did not reflect actual wages owed to plaintiff.

18 51. Defendants' conduct has harmed plaintiff by misrepresenting plaintiff's hour, wage,
19 and earnings information to which plaintiff was entitled, thereby causing plaintiff not to be paid
20 wages that plaintiff was entitled to.

21 52. Based on the aforementioned conduct, defendants are liable for damages and statutory
22 penalties as well as for plaintiff's attorney's fees.

23 **FIFTH CAUSE OF ACTION**

24 **WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE § 203**

25 **(AGAINST ALL DEFENDANTS)**

26 53. Plaintiff incorporates and realleges paragraphs 1 through 53 of this Complaint as if
27 fully set forth here.

1 54. California Labor Code section 201 requires any employer who discharges an employer
2 to pay all compensation due and owed to that employee immediately upon discharge.

3 55. California Labor Code section 202 requires an employer to pay all compensation owed
4 to an employee who quits within 72 hours of that employee having quit, unless the employee
5 provides at least 72 hours of notice of quitting, in which case compensation is due at the end of the
6 employee's final day of work.

7 56. California Labor Code section 203 provides that if an employer willfully fails to pay
8 compensation promptly upon discharge, then the employer is liable for waiting time penalties in the
9 form of continued compensation for up to 30 workdays.

10 57. Defendants willfully failed and refused to timely pay compensation and wages in a
11 timely manner. Moreover, Defendants failed to pay Plaintiff any wages for the first week that he
12 worked for Defendants.

13 58. As a result, Bryant is entitled to waiting time penalties under Labor Code section 203.

14 **SIXTH CAUSE OF ACTION**

15 **EXECUTION OF RELEASE OF CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE**

16 **IN VIOLATION OF LABOR CODE § 206.5**

17 **(AGAINST ALL DEFENDANTS)**

18 59. Bryan incorporates and realleges paragraphs 1 through 59 of this Complaint as if fully
19 set forth here.

20 60. Labor Code section 206.5 provides that it is unlawful for a person or employer to
21 require an employee to execute a release of a claim or right on account of wages due, or to become
22 due, or made as an advance on wages to be earned, unless payment of those wages has been made.

23 61. A release required or executed in violation of the provisions of Section 206.5 shall be
24 null and void as between an employer and the employee.

25 62. During the PAGA period, plaintiff and aggrieved employees were required to execute
26 a release of claims or rights on accrued wages due in violation of Section 206.5 as a condition of
27 employment.

63. During the relevant period, defendants willfully required employees, including plaintiff, to execute a release of claims as a condition of their employment.

64. Each release executed by an employee as a condition of his or her employment and in violation of Section 206.5 constituted a separate violation of the Labor Code and is null and void as between defendants and each employee.

65. As a result, plaintiff is entitled to penalties as allowed under the Labor Code.

SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 1198.5, 432

(AGAINST ALL DEFENDANTS)

66. Plaintiff incorporates and realleges paragraphs 1 through 66 of this Complaint as if fully set forth here.

67. State law requires every employer to disclose to every current or former employee, or his or her representative, a copy of the personnel records that the employer maintains related to the employer's performance or any grievance concerning the employee, within thirty (30) calendar days from the date the employer receives a written request.

68. Bryant requested a copy of his complete personnel records pursuant to state law and defendants failed to provide plaintiff's complete personnel file within the proscribed time.

69. Defendants' conduct was intentional and intended to withhold material information concerning Bryant's employment.

70. Plaintiff is entitled to statutory penalties, attorney's fees, and other such relief as the Court deems appropriate and that is available pursuant to the Labor Code.

EIGHTH CAUSE OF ACTION

VIOLATION OF LABOR CODE PRIVATE ATTORNEY GENERAL

ACT CLAIM, LABOR CODE §§2699 et seq.

(AGAINST ALL DEFENDANTS)

71. Plaintiff incorporates and realleges paragraphs 1 through 71 of this Complaint as if fully set forth here.

72. California Labor Code §§ 2698-2699.5, the Labor Code Private Attorneys General Act of 2004 (“PAGA”), establishes that any provision of the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) – or any of its departments, divisions, commissions, boards, agencies or employees – for violations of the California Labor Code, may be recovered through a collective action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees. Under PAGA, an aggrieved employee (or former employee) need not satisfy class action requirements in order to bring a collective action on behalf of all other aggrieved current or former employees; instead, a PAGA collective action is essentially a public enforcement action on behalf of the general public. Such an action, therefore, “functions as a substitute for an action brought by the government itself.” *Arias v. Superior Court of San Joaquin County* (2009), 46 Cal. 4th 969, 986.

73. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

74. Plaintiff is an aggrieved employee as defined in California Labor Code § 2699(a). Plaintiff brings this case on behalf of herself affected by the employment law violations alleged in this Complaint. One or more of the alleged violations was committed against her.

75. Plaintiff hereby seeks to collect civil penalties for the California Labor Code violations described above, including but not limited to the penalties provided for wrongful termination in violation of public policy; failure to pay wages in violation of California Labor Code §§202, 204.1, *et seq.*, waiting time penalties in violation of California Labor Code §203; negligent infliction of emotional distress; intentional infliction of emotional distress; violation of California Labor Code Sections §1198.5 and §432; Violation of California Labor Code Private Attorney General Act Claim, California Labor Code §2699, *et seq.*

76. Plaintiff has satisfied all the prerequisites set out in California Labor Code Section §2699.3 required for maintaining a civil suit to recover the aforementioned penalties. Plaintiff, by and through counsel, provided written notice on December 5, 2023, by certified mail to the California

1 Labor and Workforce Development Agency and to Defendants' counsel stating the provisions of the
2 California Labor Code alleged to have been violated, including the facts and theories to support the
3 alleged violation. The time limit for the LWDA to respond has passed. As such, plaintiff has
4 exhausted his administrative remedies.

5 77. Defendants are liable for civil penalties in amounts to be established at trial, payable
6 as provided in Labor Code §2699(i) to plaintiff and to all other aggrieved employees and to the Labor
7 and Workforce Development Agency as provided in this subsection, and for an award of attorneys'
8 fees and costs incurred in securing these penalties, pursuant to §§2699(g)(1).

9 78. As of February 9, 2024, more than sixty-five (65) days after serving the LWDA with
10 notice of defendants' violations, the LWDA has not provided any notice by certified mail of its intent
11 to investigate the defendants' alleged violations as mandated by Labor Code section 2699.3(a)(2)(A).
12 Accordingly, pursuant to Labor Code section 2699.3(a)(2)(A), plaintiff may commence and is
13 authorized to pursue this cause of action.

14 79. Plaintiff and aggrieved employees are entitled to all penalties available under the
15 Labor Code for each and every one of defendants' violations as set forth herein, pursuant to Labor
16 Code sections 2699(a) and (f), including, but not limited to, civil penalties for defendants' violations
17 of Labor Code section 201, 202, 203, 204, 206.5, 210, 226.3, 226.7, 510, 512, 558, 1194, 1197,
18 1197.1, and 1198, in the following amounts:

- 19 a. For violation of Labor Code sections 201, 202, 203, 204, and 206.5, one hundred
20 dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial
21 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE per pay
22 period for each subsequent violation [penalty per Labor Code Section 2699(f)(2)];
- 23 b. For violations of Labor Code Section 226(a), a civil penalty in the amount of two
24 hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for any initial
25 violation and one thousand dollars for each subsequent violation [penalty per Labor
26 Code Section 226.3];
- 27 c. For violations of Labor Code Sections 204 and 206.5, a civil penalty in the amount of
28 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial

violation and two hundred dollars (\$200) for AGGIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 210];

- d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE for the initial violation and hundred dollars (\$100) for each underpaid AGGIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 558];
- e. For violations of Labor Code Section 2269(a), a civil penalty in the amount of two hundred fifty dollars (\$250) per AGGRIEVED EMPLOYEE per violation in an initial citation and one thousand dollars (\$1,000) per AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 226.3];
- f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars (\$100) per AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty (\$250) per AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section].

80. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code section 2699(f) imposes upon defendants a penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Plaintiff and aggrieved employees are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code section 2699(g)(1).

81. To the extent that any conduct and violations alleged herein did not affect plaintiff during the PAGA period, plaintiff seeks penalties for those violations that affected other aggrieved employees. *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519; *See also Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 ("PAGA allows an "aggrieved employee"—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.")

PRAYER FOR RELIEF

1 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

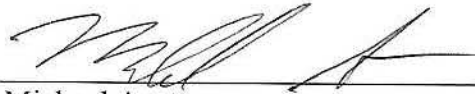
- 2 1. General damages, according to proof;
- 3 2. Damages for loss of earning capacity according to proof;
- 4 3. For punitive damages;
- 5 4. For restitution, according to proof;
- 6 5. For other further general and special damages in a sum according to proof;
- 7 6. Pre and post judgment interest, according to proof;
- 8 7. For reasonable attorney's fees and costs of suit to the extent permitted by law,
9 including pursuant to Labor Code section 2699, *et seq.*;
- 10 8. For civil penalties to the extent permitted by law pursuant to the Labor Code under the
11 Private Attorney's General Act; and
- 12 9. All other relief the Court deems equitable and proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff demands a trial by jury on all issues triable by right of jury.

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16 DATED: May 10, 2024

THE AZAT LAW GROUP

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19 By: 

Michael Azat
Issa Azat, Jr.
Attorneys for Plaintiff
DANIEL BRYANT