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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – CENTRAL JUDICIAL DISTRICT**

TONY SHAGOLDIAN,

Plaintiff,

vs.

SUNLAND PHARMACY INCORPORATED,  
a California corporation;  
LUSINE SARGSYAN, an individual; and  
DOES 1 THROUGH 100, inclusive,

Defendants.

) Case No.: **24STCV16777**

) **COMPLAINT FOR DAMAGES:**

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

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

) **(3) FAILURE TO TIMELY PAY FINAL**  
) **WAGES, VIOLATION OF CALIFORNIA**  
) ***LABOR CODE* § 202;**

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

) **(5) FAILURE TO INDEMNIFY FOR WORK-**  
) **RELATED EXPENSES, VIOLATION OF**  
) **CALIFORNIA *LABOR CODE* § 2802;**

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

1 ) (7) FAILURE TO PROVIDE ACCURATE  
2 ) ITEMIZED WAGE STATEMENTS,  
3 ) VIOLATION OF CALIFORNIA *LABOR*  
4 ) *CODE* § 226;  
5 )  
6 ) (8) PRIVATE ATTORNEYS GENERAL  
7 ) ACT (“PAGA”).  
8 )  
9 ) JURY TRIAL DEMANDED

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

9 **THE PARTIES**

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

12 2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,  
13 Defendant SUNLAND PHARMACY INCORPORATED, a California corporation (hereinafter  
14 referred to as “Sunland Pharmacy” and collectively with all other Defendants as “Defendants”) was,  
15 and now is, a valid business of form unknown, duly organized and existing under the laws of the  
16 State of California, having its principal place of business in the County of Los Angeles, State of  
17 California.

18 3. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein,  
19 Defendant LUSINE SARGSYAN (hereinafter referred to as “Sargsyan” and collectively with all  
20 other Defendants as “Defendants”), was, and now is, an individual domiciled in the County of Los  
21 Angeles, State of California, and is/was a Manager, Officer, Shareholder, Director, Supervisor,  
22 Manager, Managing Agent, Owner, Principal, and/or Employee of Defendant Sunland Pharmacy.

23 4. California Labor Code Section 558.1 in relevant part declares:

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

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

5. Plaintiff is informed and believes, and thereon alleges that Defendant Sargsyan is a natural person and an owner, director, officer, and/or managing agent of Defendant Sunland Pharmacy, who directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees (as defined below). Therefore, she is liable to Plaintiff and the Aggrieved Employees for her violations of, or causing Defendants to violate, among other statutes and/or regulations, California Labor Code Sections 203, 226, 226.7, 1193.6, 1194, or 2802, and/or the applicable Wage Order pursuant to California Labor Code Section 558.1.

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

7. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of the remaining Defendants and has acted within the course and scope of such agency and employment, and with the permission and consent of the co-Defendants.

### **JURISDICTION AND VENUE**

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

9. Venue is proper in the County of Los Angeles. Defendants conduct business in the County of Los Angeles and all of Plaintiff's employment was carried out in the County of Los Angeles.

10. All of the claims alleged herein arose in the County of Los Angeles.

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

#### **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

12. Plaintiff was employed by Defendant Sunland Pharmacy as a Pharmacist beginning in or around May 2018 and continuing through the time of his separation in or around December 2023. Plaintiff was considered and classified as a full-time, non-exempt employee throughout his employment.

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

14. It is Plaintiff's position that Defendant Sunland Pharmacy committed the following Labor Code violations against Plaintiff and other similarly situated aggrieved employees.

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

16. This is so because Plaintiff and other similarly situated aggrieved employees either did not receive their daily, legally mandated thirty-minute meal periods, did not receive them timely, and/or were not completely relieved and/or were routinely interrupted during their daily, legally mandated meal periods. Plaintiff and other similarly situated aggrieved employees were often required to continue performing their duties even during their meal periods, thereby resulting in Plaintiff and other similarly situated aggrieved employees not taking their meal periods, not taking them timely, and/or said meal periods being interrupted.

17. Notably, Defendant Sunland Pharmacy failed to obtain a signed authorization form from Plaintiff for purposes of potentially making his “on duty” meal periods lawful. In support, pursuant to the Industrial Welfare Commission Wage Orders, an “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the- job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time. As there was no such writing, and since the nature of the work could not have prevented Plaintiff from being relieved of all duty, Defendant Sunland Pharmacy’s decision to force Plaintiff to take “on duty” meal periods was per se unlawful.

18. As a further result of its failure to provide Plaintiff and other similarly situated aggrieved employees uninterrupted meal periods, Defendant Sunland Pharmacy violated California *Labor Code* § 510, because it failed to compensate Plaintiff and other similarly situated aggrieved employees overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff and other similarly situated aggrieved employees’ actual work hours entitled them to overtime compensation (both daily and weekly). However, they were not paid accurately and fully for their overtime hours worked.

19. Plaintiff believes and herein alleges Defendant Sunland Pharmacy failed to compensate Plaintiff and other similarly situated aggrieved employees any overtime compensation until approximately July 2023. Moreover, incentive and/or bonus payments were not included in calculating Plaintiff and others’ regular rate of pay for purposes of determining their correct overtime rate of pay.

20. Defendant Sunland Pharmacy also violated California *Labor Code* § 226.7 and the applicable Industrial Welfare Commission Wage Order No. 4 because it failed to provide Plaintiff and other similarly situated aggrieved employees with ten-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. Defendant Sunland Pharmacy did not relieve Plaintiff and other similarly situated aggrieved employees of all their duties during

1 said rest periods, instead directing them to continue working. Defendant Sunland Pharmacy did not  
2 pay Plaintiff and other similarly situated aggrieved employees one additional hour of pay at the  
3 regular rate of compensation for each workday when one or more statutory rest periods was not  
4 provided. It was not company policy and/or not part of the company culture for employees such as  
5 Plaintiff and other similarly situated aggrieved employees to take their daily rest breaks. Given the  
6 heavy workload and expectation for Plaintiff and other similarly situated aggrieved employees to  
7 timely complete their tasks, the culture at Sunland Pharmacy did not lend itself to the employees  
8 receiving statutory rest periods at which time they were relieved of all work duties. It was the normal  
9 practice and custom of Defendant Sunland Pharmacy not to authorize, permit, and/or enforce  
10 statutory rest periods. As such, the work environment and culture at Sunland Pharmacy was not  
11 conducive to receiving statutory rest breaks under California law.

12 21. Defendant Sunland Pharmacy also violated California *Labor Code* §§ 512 and 226.7 along  
13 with the applicable Industrial Welfare Commission Wage Order No. 4 because it failed to provide  
14 Plaintiff and other similarly situated aggrieved employees the requisite thirty-minute, uninterrupted  
15 meal periods for every five (5) hours of work throughout their employment. As stated above,  
16 Defendant Sunland Pharmacy either failed to provide a meal period timely or entirely, or it did not  
17 completely relieve Plaintiff and other similarly situated aggrieved employees of all duty during said  
18 meal periods. As alleged above, Defendant Sunland Pharmacy also failed to obtain signed  
19 authorization forms from Plaintiff and other similarly situated aggrieved employees for purposes of  
20 potentially making any “on duty” meal periods lawful. Defendant Sunland Pharmacy also failed to  
21 obtain a meal period waiver from Plaintiff and other similarly situated aggrieved employees.

22 22. Additionally, during the relevant time period, Plaintiff and other similarly situated aggrieved  
23 employees incurred necessary, business-related expenses and costs that were not reimbursed by  
24 Defendant Sunland Pharmacy. These costs include, but are not limited to the requirement to use a  
25 personal cellular phone for the direct benefit of Defendant Sunland Pharmacy. Despite requiring  
26 Plaintiff and other similarly situated aggrieved employees to incur business-related costs and  
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1 expenses, Defendant Sunland Pharmacy did not duly reimburse them. Accordingly, Defendant  
2 Sunland Pharmacy was in violation of California *Labor Code* §§ 2800 and 2802.

3 23. Furthermore, during the relevant time period, and as a result of the above violations,  
4 Defendant Sunland Pharmacy failed to pay Plaintiff and other similarly situated aggrieved  
5 employees all wages due to them within any time period specified by California *Labor Code* § 204.

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

12 25. During the relevant time period, Defendant Sunland Pharmacy also failed to keep accurate  
13 and complete payroll records showing the actual hours worked per day and the wages paid to  
14 Plaintiff and other similarly situated aggrieved employees pursuant to California *Labor Code* §  
15 1174(d).

16 26. Defendant Sunland Pharmacy also violated California *Labor Code* §§ 201-203 because it  
17 willfully failed to pay to Plaintiff other similarly situated aggrieved employees earned and due wages  
18 upon separation of employment, either immediately upon involuntary termination, or within 72  
19 hours of resignation. These earned but unpaid wages include, but are not limited to minimum wages,  
20 overtime compensation, premium pay for missed meal and rest periods, and reimbursement for the  
21 work-related expenses incurred.

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1 I.

2 **FIRST CAUSE OF ACTION**

3 **Failure to Pay Minimum Wage**

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

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

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

8 28. At all times relevant herein, Plaintiff was a non-exempt, hourly employee entitled to the  
9 legally mandated minimum wage for each regular hour he worked.

10 29. However, as herein alleged, Defendant Sunland Pharmacy failed to compensate him with the  
11 true, full, and/or correct minimum wage set forth and required by California *Labor Code* § 1197 and  
12 the Industrial Welfare Commission (“IWC”) Wage Order (No. 4) for each regular hour he worked.

13 30. As herein alleged, Plaintiff was required to continue performing his duties even during his  
14 meal periods, thereby resulting in Plaintiff not taking his meal periods, not taking them timely, and/or  
15 said meal periods being interrupted.

16 31. As herein further alleged, all times relevant herein, Defendant Sunland Pharmacy failed to  
17 obtain a signed authorization form from Plaintiff for purposes of potentially making his “on duty”  
18 meal periods lawful. As there was no such writing, and since the nature of the work could not have  
19 prevented Plaintiff from being relieved of all duty, Defendant Sunland Pharmacy’s decision to force  
20 Plaintiff to take “on duty” meal periods was per se unlawful.

21 32. At all times relevant herein, Defendant Sunland Pharmacy also failed to obtain a meal period  
22 waiver from Plaintiff.

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

1 34. Since Plaintiff was not fully compensated for the time he spent working during his meal  
2 periods, Defendant Sunland Pharmacy was in violation of California *Labor Code* § 1197, which  
3 declares, “The minimum wage for employees fixed by the commission is the minimum wage to be  
4 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

5 35. As a result of Defendant Sunland Pharmacy’s failure to compensate Plaintiff with the legally  
6 required minimum wage, Plaintiff is entitled to recover in a civil action the unpaid balance of the  
7 full amount of minimum wage, including interest, reasonable attorney’s fees, and costs of suit  
8 pursuant to California *Labor Code* § 1194, which declares:

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

14 36. Plaintiff is also entitled to liquidated damages pursuant to California *Labor Code* §  
15 1194.2(a).

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

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

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

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1 II.

2 **SECOND CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

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

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

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

8 41. Defendant Sunland Pharmacy failed to compensate Plaintiff with the true, full, and/or correct  
9 overtime compensation he was entitled to pursuant to California *Labor Code* § 510 and IWC Wage  
10 Order No. 4.

11 42. As a further result of its alleged failure to provide Plaintiff Code-compliant meal periods,  
12 including its failure to obtain a signed authorization form from Plaintiff for purposes of potentially  
13 making his “on duty” meal periods lawful, Defendant Sunland Pharmacy violated California *Labor*  
14 *Code* § 510, because it failed to compensate Plaintiff overtime compensation, even though he  
15 worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout his  
16 employment.

17 43. In fact, as herein further alleged, Defendant Sunland Pharmacy failed to compensate  
18 Plaintiff any overtime compensation until approximately July 2023.

19 44. At all times herein relevant, the public policy of the State of California, as codified,  
20 expressed, and mandated by California *Labor Code* § 510 and IWC Wage Order No. 4, Section  
21 3(A), declares, “Eight hours of labor constitutes a day's work. Any work in excess of eight hours in  
22 one workday and any work in excess of 40 hours in any one workweek and the first eight hours  
23 worked on the seventh day of work in any one workweek shall be compensated at the rate of no  
24 less than one and one-half times the regular rate of pay for an employee.”

25 45. As a result of Defendant Sunland Pharmacy’s failure to compensate Plaintiff with the true,  
26 full, and/or correct amount of his earned overtime wages, Plaintiff is entitled to recover in a civil  
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1 action the unpaid balance of the overtime compensation, including interest, reasonable attorney's  
2 fees, and costs of suit pursuant to Cal. *Labor Code* § 1194, which declares:

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

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

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

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

### 16 **III.**

#### 17 **THIRD CAUSE OF ACTION**

#### 18 **Failure to Timely Pay Final Wages**

#### 19 **[Violation of California *Labor Code* § 202]**

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

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

23 50. As herein alleged, Plaintiff separated from his employment in or around December 2023.  
24 However, Defendant Sunland Pharmacy failed to compensate Plaintiff with the true, full, and/or  
25 correct amount of his earned wages in accordance with California *Labor Code* § 202(a), which  
26 declares, "If an employee not having a written contract for a definite period quits his or her  
27 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless

1 the employee has given 72 hours previous notice of his or her intention to quit, in which case the  
2 employee is entitled to his or her wages at the time of quitting.”

3 51. As a result of Defendant Sunland Pharmacy’s failure to compensate Plaintiff with the true,  
4 full, and/or correct amount his earned wages at the time of his separation, Plaintiff is entitled to the  
5 remedies provided for by California *Labor Code* § 203(a), which declares, “If an employer willfully  
6 fails to pay, without abatement or reduction, in accordance with [Section 202], any wages of an  
7 employee who is discharged..., the wages of the employee shall continue as a penalty from the due  
8 date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall  
9 not continue for more than 30 days.”

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

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

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

18 **IV.**

19 **FOURTH CAUSE OF ACTION**

20 **Failure to Provide Meal and Rest Periods**

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

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

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

25 56. Defendant Sunland Pharmacy failed to provide Plaintiff with his legally mandated rest  
26 periods throughout his employment. As herein alleged, Defendant Sunland Pharmacy did not relieve  
27 Plaintiff during said rest periods, instead directing and/or requiring him to continue working.

57. As herein alleged, Defendant Sunland Pharmacy also failed to provide Plaintiff daily, timely, and/or uninterrupted meal periods.

58. As herein further alleged, all times relevant herein, Defendant Sunland Pharmacy failed to obtain a signed authorization form from Plaintiff for purposes of potentially making his “on duty” meal periods lawful.

59. As herein further alleged, all times relevant herein, Defendant Sunland Pharmacy failed to obtain a meal period waiver from Plaintiff.

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

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

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

63. At all times herein relevant, the public policy of the State of California, as codified, expressed, and mandated by IWC Wage Order No. 4, Section 11(A), also declares unless the employee is relieved of all duty during his or her thirty minute meal period, the meal period shall be

considered an “on duty” meal period and counted as hours worked, which must be compensated at the employee's regular rate of pay. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the employer and employee an on-the-job paid meal period is agreed to.

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

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

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

67. As a result of the acts of Defendant Sunland Pharmacy and DOES 1 through 100, and each of them, Plaintiff is also entitled to compensation for each meal period where he was “on duty.”

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

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

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

V.

**FIFTH CAUSE OF ACTION**

**Failure to Reimburse and Indemnify**

**[Violation of California *Labor Code* § 2802]**

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

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

72. Throughout his employment, Plaintiff incurred necessary, business-related expenses and costs that were not reimbursed by Defendant Sunland Pharmacy. These costs include, but are not limited to the requirement to use a personal cellular phone for the benefit of Defendant Sunland Pharmacy.

73. However, despite Plaintiff incurring necessary costs and/or charges for the direct consequence of the discharge of his duties and Defendant Sunland Pharmacy's resultant duty to duly reimburse and/or indemnify him, Defendant Sunland Pharmacy failed and/or refused to reimburse Plaintiff for these work-related expenses, expenditures, and/or losses.

74. As such, Defendant Sunland Pharmacy was in violation of California *Labor Code* § 2802(a), which declares, "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."

75. As a result of Defendant Sunland Pharmacy failure to indemnify Plaintiff for all necessary expenditures or losses incurred by him in direct consequence of the discharge of his duties, Plaintiff is entitled to attorney's fees, damages, and awards, with interest, pursuant to Cal. *Labor Code* §§ 2802(b) and (c), which declare:

(b) All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

(c) For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section.

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

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

## VI.

### **SIXTH CAUSE OF ACTION**

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

#### **Against Defendant Sunland Pharmacy & DOES 1 Through 100, Only**

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

79. Defendant Sunland Pharmacy engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business practices through the following, among others:

a) Defendant Sunland Pharmacy failed to compensate Plaintiff with the true, full, and/or correct minimum wage for the regular hours he worked, in violation of Cal. *Labor Code* § 1197;

b) Defendant Sunland Pharmacy failed to compensate Plaintiff with the true, full, and/or correct amount of his earned overtime wages, in violation of Cal. *Labor Code* § 510;

c) Defendant Sunland Pharmacy failed to compensate Plaintiff with the true, full, and/or correct amount of his earned wages at the time of his separation, in violation of Cal. *Labor Code* § 202;

d) Defendant Sunland Pharmacy failed to provide Plaintiff with the full allotment of his daily meal and rest periods, failed to provide said meal and rest periods in accordance with applicable timing requirements, and/or failed to provide uninterrupted meal and rest periods, in violation of Cal. *Labor Code* §§ 226.7 and 512 and IWC Wage Order No. 4;

1 e) Defendant Sunland Pharmacy failed to reimburse Plaintiff for expenses he incurred  
2 in the direct consequence of the discharge of his duties, in violation of Cal. *Labor Code* §  
3 2802;

4 f) Defendant Sunland Pharmacy failed to provide Plaintiff with accurate itemized wage  
5 statements, in violation of Cal. *Labor Code* § 226.

6 80. Through its alleged acts and/or omissions, Defendant Sunland Pharmacy engaged in unfair,  
7 unlawful, fraudulent, deceptive, untrue, and/or misleading business practices in direct violation of  
8 Cal. *Bus. & Prof. Code* §§ 17200 et seq., which prohibits conducting such business.

9 81. Defendant Sunland Pharmacy's willful and/or reckless conduct constituted unfair business  
10 practices and acts as the harm to the general public outweighs any utility that its conduct may have  
11 produced.

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

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

19 84. The acts of Defendant Sunland Pharmacy and DOES 1 through 100, and each of them, were  
20 willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in willful and  
21 conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by managerial  
22 agents and employees of Defendant Sunland Pharmacy and DOES 1 through 100, and/or with their  
23 express knowledge, consent, and ratification, thereby justifying the awarding of punitive and  
24 exemplary damages in an amount to be determined at the time of trial pursuant to Cal. *Civil Code* §  
25 3294(a) and (b).

26 85. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.  
27

VII.

**SEVENTH CAUSE OF ACTION**

**Failure to Provide Accurate Itemized Wage & Hour Statements**

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

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

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

87. Defendant Sunland Pharmacy failed to provide Plaintiff with accurate itemized wage statements, in direct violation of California *Labor Code* § 226(a).

88. As herein alleged, Defendant Sunland Pharmacy failed to compensate Plaintiff with the true, full, and/or correct amount of his earned regular and overtime wages.

89. As herein alleged, Defendant Sunland Pharmacy failed to pay to Plaintiff the meal and rest period premiums he was entitled to as a result of either missing his meal and/or rest periods or not being given timely and/or uninterrupted meal and/or rest periods.

90. As herein alleged, Defendant Sunland Pharmacy failed to indemnify Plaintiff for the work-related costs and expenses he incurred in the direct consequence of the discharge of his duties.

91. However, Defendant Sunland Pharmacy nevertheless issued Plaintiff itemized wage statements purporting to be accurate.

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

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

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

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

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

## VIII.

### EIGHTH CAUSE OF ACTION

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

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

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

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

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

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

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

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

6 101. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators and  
7 had the alleged violations committed against him and is therefore properly suited to represent the  
8 interests of other current and former employees who worked for Defendants in the State of  
9 California during the PAGA period.

10 102. Based on the acts alleged above, Plaintiff, on behalf of himself and other similarly situated  
11 aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of  
12 Defendants’ violations of the California Labor Code, as alleged herein.

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

16 104. Specifically, Plaintiff seeks penalties under California *Labor Code* § 2699 for the following:  
17 violations of California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3,  
18 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198, via 2698 and 2699, any other  
19 Labor Codes and Wage Orders violated on the facts alleged in this Complaint.

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

24  
25 WHEREFORE, PLAINTIFF TONY SHAGOLDIAN prays for judgment against Defendants and  
26 DOES 1-100, and each of them, as follows:  
27

1. For damages, penalties, reasonable attorney's fees, and/or costs of suit against Defendants as provided for by California *Labor Code* §§ 1194 et seq.;
2. For all remedies, including attorney's fees and costs, against Defendants as provided for by California *Labor Code* § 218.5;
3. For all remedies against Defendants as provided for by California *Labor Code* § 203;
4. For all penalties against Defendants as provided for by California *Labor Code* § 226.7;
5. For damages, penalties, attorney's fees, and/or any other damages against Defendants as provided for by California *Labor Code* § 2802;
6. For such relief against Defendant Sunland Pharmacy as the Court deems appropriate pursuant to California *Bus. & Prof. Code* §§ 17200 et seq.;
7. For damages, penalties, reasonable attorney's fees, and costs of suit against Defendants as provided for by California *Labor Code* §§ 226(e);
8. For punitive and exemplary damages against Defendant Sunland Pharmacy, according to proof, as provided for by California *Civil Code* § 3294(a) and (b).
9. For the imposition of civil penalties against Defendants;
10. For maximum civil penalties against Defendants available under California *Labor Code* § 2699 in a manner and amount authorized by that statute, as described more particularly herein and representative PAGA claims;
11. For all costs and disbursements incurred in this suit;
12. For reasonable attorney's fees against Defendants where available by law, including but not limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil Procedure* § 1021.5, and/or other applicable laws; and
13. For such other and further relief as this Court may deem proper.

Dated: July 3, 2024

**SEZGIN KHOUSADIAN LLP**

By: Arthur Sezgin  
ARTHUR SEZGIN, ESQ.  
Attorneys for PLAINTIFF  
TONY SHAGOLDIAN