

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
ELIZABETH ROBLES, State Bar No. 329591
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com; erobles@aegislawfirm.com

Attorneys for Plaintiff, Sohil Nader, individually,
and on behalf of all others similarly situated.

Electronically Filed
8/6/2024 11:32 AM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Natalie Rudel, Deputy
\$435.00 PAID

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

SOHIL NADER, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

COSTCO WHOLESALE
CORPORATION.; and DOES 1 through
20, inclusive,

Defendants.

Case No. CV-24-006198

COMPLAINT FOR:

1. Enforcement of Labor Code § 2698 *et seq.*
("PAGA")

1 Plaintiff Sohil Nader, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Sohil Nader (“Plaintiff”) brings this representative action pursuant to the
5 Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against defendants Costco
6 Wholesale Corporation and DOES 1 through 20, inclusive (collectively, “Defendants”), on
7 Plaintiff’s own behalf and on behalf of persons who are and were employed by any or all
8 Defendants as non-exempt employees throughout California.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation in
19 lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements;
- 22 (f) failing to pay wages timely during employment; and
- 23 (g) failing to pay all wages due upon separation of employment.

24 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all
25 others similarly situated in California for violations of Labor Code §§ 201, 202, 203, 204, 210,
26 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
27 2800, and 2802, and Code of California Civil Procedure § 1021.5.

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

10. Plaintiff is a resident of California and worked for Defendants during the relevant time periods as alleged herein.

11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

//

1 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are
2 or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all
3 relevant times.

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in
5 all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme,
6 business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally
7 attributable to the other defendant. Furthermore, defendants in all respects acted as the employer
8 and/or joint employer of Plaintiff and the aggrieved employees.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's
12 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
13 policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of such
15 agency or employment, or ratified each and every act or omission complained of herein. At all
16 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each
17 and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants
19 is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
20 occurrences, and transactions alleged herein.

21 **GENERAL ALLEGATIONS**

22 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
23 California residents as non-exempt employees throughout California.

24 19. Defendants continue to employ non-exempt employees within California.

25 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
26 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
27 were knowledgeable about California's wage and hour laws, employment and personnel practices,
28 and the requirements of California law.

1 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and aggrieved employees were entitled to receive wages for all
3 time worked (including minimum wages and overtime wages) and that they were not receiving all
4 wages earned for work that was required to be performed. In violation of the Labor Code and IWC
5 Wage Orders, Plaintiff and aggrieved employees were not paid all wages (including minimum
6 wages and overtime wages) for all hours worked at the correct rate and within the correct time.

7 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and aggrieved employees were entitled to receive all required
9 meal periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees'
10 regular rate of pay when they did not receive a timely, uninterrupted meal period. In violation of
11 the Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees did not receive all meal
12 periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees'
13 regular rate of pay when they did not receive a timely, uninterrupted meal period.

14 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and aggrieved employees were entitled to receive all rest breaks
16 or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate
17 of pay when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC
18 Wage Orders, Plaintiff and aggrieved employees did not receive all rest breaks or payment of one
19 (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of pay when a rest
20 break was missed, late, or interrupted.

21 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and aggrieved employees were entitled to reimbursement and/or
23 indemnification for all necessary business expenditures or losses as a direct consequence of the
24 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the
25 Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees incurred necessary business
26 expenses or losses, but were not reimbursed nor indemnified of such expenses or losses that were
27 incurred as a direct consequence of the discharge of their duties, or of their obedience to the
28 directions of Defendants.

1 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and aggrieved employees were entitled to receive itemized wage
3 statements that accurately showed the following information pursuant to the Labor Code: (1) gross
4 wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned
5 and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions,
6 provided that all deductions made on written orders of the employee may be aggregated and shown
7 as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is
8 paid; (7) the name of the employee and only the last four digits of his or her social security number
9 or an employee identification number other than a social security number; (8) the name and address
10 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
11 period and the corresponding number of hours worked at each hourly rate by the employee. In
12 violation of the Labor Code, Plaintiff and aggrieved employees were not provided with accurate
13 itemized wage statements.

14 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that the aggrieved employees were entitled to timely payment of wages due
16 upon separation of employment. In violation of the Labor Code, the aggrieved employees did not
17 receive payment of all wages within the permissible time periods.

18 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known they had a duty to compensate Plaintiff and aggrieved employees, and
20 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
21 intentionally failed to do so in order to increase Defendants' profits.

22 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that the aggrieved employees were entitled to have holiday pay and other
24 additional nondiscretionary compensation incorporated in the regular rate of pay for any paid sick
25 leave, overtime, vacation pay, rest period premiums, and/or meal period premiums earned in the
26 same pay period(s). In violation of the Labor Code, the aggrieved employees did not receive
27 payment of paid sick leave, overtime, vacation pay, rest period premiums, and/or meal period
28 premiums at the required regular rate of pay.

1 29. Therefore, Plaintiff brings this lawsuit seeking civil penalties, attorneys' fees, and
2 costs.

3 **FIRST CAUSE OF ACTION**

4 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

5 30. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as
6 though fully set forth herein.

7 31. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
8 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
9 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
10 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
11 an aggrieved employee on behalf of himself or herself and other current or former employees
12 pursuant to the procedures specified in Labor Code § 2699.3.

13 32. For all provisions of the Labor Code except those for which a civil penalty is
14 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
15 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
16 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
17 period in which Defendants violated these provisions of the Labor Code.

18 33. Defendants' conduct violates numerous Wage Order and Labor Code sections,
19 including, but not limited to, the following:

- 20 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 246, 510, 558,
21 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 for failure to timely pay all
22 earned wages (including minimum wage and overtime wages) owed to
23 Plaintiff and other aggrieved employees during employment and upon
24 separation of employment as herein alleged;
- 25 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
26 periods to Plaintiff and other aggrieved employees and failure to pay
27 premium wages for missed meal periods as herein alleged;

- c. violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- d. violation of Labor Code §§ 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; and
- f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged.

34. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator and had one or more of the violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

35. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

36. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

37. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties;

1 2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
2 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 2698 *et*
3 *seq.*;

4 3. For such other relief as the Court deems just and proper.
5

6
7 Dated: August 2, 2024

AEGIS LAW FIRM, PC

8
9 By: 

Elizabeth Robles

Attorneys for Plaintiff
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28