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Superior Court of California,
County of Alameda

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By: Damaree Franklin,
Deputy Clerk

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for Plaintiff,
Nataliia Ivan

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

Nataliia Ivan, an individual, and in her
representative capacity on behalf of the State of
California and other aggrieved employees,

Plaintiff,

vs.

Evolution LSF LLC, a California Limited
Liability Company, Yulia Kodinets, an
individual, and Does 1-15

Defendants.

Case No. 24CV080065

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF NATALIIA IVAN ("PLAINTIFF"), an individual, on behalf of himself and in
a representative capacity on behalf of herself, State of California, and other AGGRIEVED
EMPLOYEES, defined below, against DEFENDANT EVOLUTION LSF LLC, a California
limited liability company, DEFENDANT YULIA KODINETS, an individual, and DOES 1-15
("Defendant DOES") (collectively "DEFENDANTS"), alleges on information and belief, except for
her own acts and knowledge which are based on personal knowledge, the following:

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I. INTRODUCTION

1. PLAINTIFF brings this action as an individual seeking recovery of individual wage and hour violations and in her representative capacity pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of the State of California and other AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

3. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter alia*:

- a. Failure to provide rest periods;
- b. Failure to provide meal periods;
- c. Failure to pay minimum wages;
- d. Failure to pay overtime wages;
- e. Failure to pay wages when due;
- f. Failure to provide accurate itemized wage statements;
- g. Failure to reimburse for required business expenses;
- h. Failing to provide seating;
- i. Failure to timely pay wages upon termination of employment.

4. PLAINTIFF brings the representative action against DEFENDANTS on behalf of herself and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

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II. PARTIES

6. PLAINTIFF NATALIYA IVAN ("PLAINTIFF"), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Alameda County.

7. DEFENDANT EVOLUTION LSF LLC, a California limited liability company, registered with the California Secretary of State as file No. 201834810233, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

8. DEFENDANT YULIA KODINETS, is, on information and belief, doing business in California as member of Defendant Evolution LSF LLC, Yulia Kodients is an owner, director, officer, or managing agent of Defendant Evolution LSF LLC.

9. Defendant DOES 1-15 ("Defendant DOES") are persons and/or entities that at all relevant times mentioned herein conducted and continue to conduct substantial and regular business throughout California.

10. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal. Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively "DEFENDANTS"), are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

11. DEFENDANTS own, operate, and/or manage a candy store in various locations in California.

12. DEFENDANTS employed PLAINTIFF between approximately May 2022, and December 2023, at multiple locations including in Pleasanton and Concord California.

13. At all times, DEFENDANTS paid PLAINTIFF on an hourly basis.

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1 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
2 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

3 21. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
4 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
5 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
6 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
7 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
8 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
9 Cal.App.4th 1112, 1145-1146.

10 22. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and
11 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
12 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
13 caused the complaints, injuries, and damages alleged herein.

14 23. At all relevant times, each DEFENDANT, whether named or fictitious, was the
15 agent, employee, or other person acting on behalf of each other DEFENDANT, and, in participating
16 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
17 ratified the acts of the other.

18 24. Each DEFENDANT, whether named or fictitious, exercised control over
19 PLAINTIFF’S wages, working hours, and/or working conditions.

20 25. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
21 this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan, or
22 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

23 **IV. JURISDICTION AND VENUE**

24 26. This Court has jurisdiction over this Action pursuant to the California Code of Civil
25 Procedure, Section 410.10.

26 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
28 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in

1 this County, and (ii) committed the wrongful conduct herein alleged in this County against
2 PLAINTIFF.

3 **V. FACTUAL ALLEGATIONS**

4 **A. Rest Period Violations**

5 28. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to work in excess
6 of four (4) hours without being provided ten (10) minute rest periods as a result of DEFENDANTS'
7 policies and practices, and inadequate staffing practices.

8 29. Further, for the same reasons these employees were denied their first rest periods of
9 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to
10 time, these employees were denied a first and second rest period of at least ten (10) minutes for
11 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third
12 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.

13 30. When PLAINTIFF and other AGGRIEVED EMPLOYEES were provided with rest
14 periods, DEFENDANTS required these employees to remain on duty and/or on call. For example,
15 PLAINTIFF was often scheduled to work an entire shift by herself, thereby leaving no other
16 employee to relieve her of work duties for rest periods, meal periods, and bathroom breaks.

17 31. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
18 one-hour wages *in lieu* thereof. As a result of their work schedules and DEFENDANTS' inadequate
19 staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time denied their
20 proper rest periods by DEFENDANTS and DEFENDANTS' managers.

21 32. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
22 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
23 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
24 employee's regular rate of compensation for each workday the rest period is not provided.

25 33. During the entirety of PLAINTIFF'S employment and the PAGA Period,
26 DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest
27 periods without paying them in accordance with Industrial Wage Orders. As a result, PLAINTIFF
28 and other AGGRIEVED EMPLOYEES forfeited their regular and overtime wages by working

1 without compensation at the applicable wage and rates. DEFENDANTS had, and may continue to
2 practice, a uniform policy to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES all rest
3 premiums owed.

4 B. Meal Period Violations

5 34. DEFENDANTS required PLANITIFF and other AGGRIEVED EMPLOYEES to
6 work during what was scheduled to be AGGRIEVED EMPLOYEES' off-duty meal period due to
7 DEFENDANTS' policies and practices and inadequate staffing practices.

8 35. DEFENDANTS from time to time additionally failed to provide PLAINTIFF and
9 other AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which
10 these employees were required by DEFENDANTS to work ten (10) hours of work.

11 36. As mentioned above, DEFENDANTS maintained a practice to schedule employees
12 to work entire shifts alone which prevented PLAINTIFF and other AGGRIEVED EMPLOYEES
13 from being full relieved of their duties in order to take their meal periods.

14 37. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
15 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other
16 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
17 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
18 employee's regular rate of compensation.

19 38. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work
20 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
21 meal break. PLAINTIFF and other AGGRIEVED EMPLOYEES therefore forfeited meal breaks
22 without additional compensation and in accordance with DEFENDANTS' policies and practices.

23 39. As a result, PLANITIFF and other AGGRIEVED EMPLOYEES forfeited their meal
24 periods without compensation at the applicable wage and rates. DEFENDANTS had, and may
25 continue to practice, a uniform policy to not pay PLANITIFF and other AGGRIEVED
26 EMPLOYEES meal periods.

27 C. Minimum Wage and Overtime Violations

28 40. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to

1 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

2 41. DEFENDANTS failed to maintain a time-keeping system for PLAINTIFF and
3 AGGRIEVED EMPLOYEES which resulted in PLAINTIFF and other AGGRIEVED
4 EMPLOYEES performing work without being paid at the correct applicable hourly rate.

5 42. Specifically to PLAINTIFF, for approximately the first year of PLAINTIFF'S
6 employment, DEFENDANTS failed to pay PLAINTIFF any overtime wages despite her working
7 in excess of eight (8) hours per day and/or forty (40) hours per in a week. DEFENDANTS only paid
8 PLAINTIFF at her regular rate of pay of \$18.00 per hour for all time worked regardless of the
9 applicable hourly rate in effect and the total number of hours worked by PLAINTIFF.

10 43. DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES
11 all necessary wages, including minimum and overtime wages, for attending and performing work at
12 DEFENDANTS' direction, request, and benefit.

13 44. DEFENDANTS directed and directly benefited from the under compensated work
14 performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

15 45. DEFENDANTS controlled the work schedules, duties, protocols, applications,
16 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

17 46. DEFENDANTS were able to track the amount of time PLAINTIFF and other
18 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
19 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
20 work they performed, including overtime wages.

21 47. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
22 subject to the requirements of the California Labor Code.

23 48. DEFENDANTS' policies and practices deprived PLAINTIFF and other
24 AGGRIEVED EMPLOYEES of all regular and overtime wages owed for the undercompensated
25 work activities.

26 49. DEFENDANTS knew or should have known that PLAINTIFF and other
27 AGGRIEVED EMPLOYEES' work was compensable under the law.

28 50. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due

1 them for all hours worked at DEFENDANTS' direction, control and benefit. DEFENDANTS have
2 a uniform policy and practice to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES wages
3 for all hours worked in accordance with applicable law.

4 51. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
5 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
6 did not maintain accurate payroll and timekeeping records.

7 52. Further, DEFENDANTS failed to provide PLAINTIFF with her personnel file upon
8 request in violation of Cal. Lab. Code § 1198.5.

9 D. Violations for Untimely Payment of Wages

10 53. Pursuant to California Labor Code section 204, PLAINTIFF and other
11 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
12 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of
13 all wages, including, but not limited to, overtime wages, minimum wages, meal period premium
14 wages, and rest period premium wages within permissible time period and on days designated in
15 advance by the employer as regular payday.

16 E. Failure to Reimburse

17 54. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
18 EMPLOYEES for expenses incurred as a direct consequence of discharging work duties.

19 55. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
20 use personal cell phones to discharge work duties but failed to reimburse PLAINTIFF and other
21 AGGRIEVED EMPLOYEES for the use or cost of their cell phones or cellular plans.

22 56. Specifically, DEFENDANTS directed PLAINTIFF and other AGGRIEVED
23 EMPLOYEES to use their personal cell phones to take photos of the daily ledger and send this photo
24 to DEFENDANTS during each shift worked.

25 57. DEFENDANTS shifted the costs associated with running a business onto
26 PLAINTIFF and other AGGRIEVED EMPLOYEES in violation of California Labor Code Section
27 2802.

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1 F. Inaccurate Itemized Wage Statements

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

10 59. During PLAINTIFF'S employment and during the PAGA period, when PLAINTIFF
11 and other AGGRIEVED EMPLOYEES were not paid for all hours worked, were not provided their
12 total hours work, or applicable hourly rates in effect, DEFENDANTS failed to provide PLAINTIFF
13 and other AGGRIEVED EMPLOYEES with complete and accurate wage statements.
14 DEFENDANTS' paystubs failed to show, among other things, the total hours worked and all
15 applicable hourly rates in effect during the pay period.

16 60. Additionally, DEFENDANTS failed to provide *any* wage statements to PLAINTIFF
17 during the first year of her employment.

18 61. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
19 and provide wage statements that comply with Cal. Lab. Code § 226.

20 62. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
21 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
22 from the wage statement alone the applicable hourly rate and the corresponding number of hours
23 worked at the applicable hourly rate for this remuneration.

24 63. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
25 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
26 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
27 due to clerical or inadvertent mistake.

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1 G. Failure to Provide Seating

2 64. DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED employees
3 with any seating and required all employees to stand for the entirety of their shift. DEFENDANTS
4 maintain a practice to schedule employees to work alone and therefore requires these employees to
5 stand, without any opportunity to take a rest period, meal period, or bathroom break for the entirety
6 of their shift.

7 65. DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED
8 EMPLOYEES with the use of any seats while working when the work performed by employees
9 reasonably permitted so. The nature of the tasks and the feasibility of seats does not prevent
10 DEFENDANTS from providing a seat to PLAINTIFF and other AGGRIEVED EMPLOYEES.

11 66. In violation of IWC Wage Orders, DEFENDANTS failed to provide suitable seating
12 despite the nature of work reasonably permitting such use.

13 **VI. CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 For Failure to Provide Rest Periods
16 (Cal. Lab. Code §§ 226.7 & 512)
17 (Plaintiff Against All DEFENDANTS)

18 67. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
19 every allegation set forth above.

20 68. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
21 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
22 These laws and regulations further entitle employees to be paid one additional hour of pay at their
23 regular rate of compensation for each day of denied rest period.

24 69. PLAINTIFF was required to work in excess of four (4) hours without being provided
25 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied her first rest
26 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
27 PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked
28 of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in
lieu thereof.

 70. As a result of the work schedules and staffing practices by DEFENDANTS,

1 PLAINTIFF was denied her proper rest periods by DEFENDANTS.

2 71. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
3 Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in
4 accordance with the applicable Wage Order, one additional hour of compensation at each
5 employee's regular rate of pay for each workday that rest period was not provided.

6 72. As a proximate result of the aforementioned violations, PLAINTIFF has been
7 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
8 penalties, expenses and costs of suit.

9 **SECOND CAUSE OF ACTION**

10 For Failure to Provide Meal Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Plaintiff Against All DEFENDANTS)

11 73. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
12 every allegation set forth above.

13 74. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
14 DEFENDANTS to provide employees with all meal periods specified in the applicable Wage Order.
15 These laws and regulations further entitle employees to be paid one additional hour of pay at their
16 regular rate of compensation for each day of denied meal period.

17 75. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
18 PLAINTIFF as required by the applicable Wage Order and Labor Code. As a result of
19 DEFENDANTS policies and practices, PLAINTIFF was not fully relieved of duty by
20 DEFENDANT for her meal periods on occasion.

21 76. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
22 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
23 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
24 employee's regular rate of pay for each workday that a meal period was not provided.

25 77. As a proximate result of the aforementioned violations, PLAINTIFF has been
26 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
27 penalties, expenses and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 For Failure to Pay Minimum Wages
(Cal. Lab. Code § 1194, 1197& 1197.1, 218.5, 218.6)
(Plaintiff Against All DEFENDANTS)

3 78. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
4 every allegation set forth above.

5 79. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
6 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
7 failure to accurately calculate and pay minimum wages to PLAINTIFF.

8 80. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
9 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
10 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
11 the unpaid minimum wages according to proof at trial.

12 81. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
13 regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy
14 and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all
15 hours worked and therefore did not receive minimum wage for all hours worked as required by Cal.
16 Lab. Code § 1197.

17 82. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
18 without limitation, as a result of implementing a uniform policy and practice that denied accurate
19 compensation to PLAINTIFF in regard to minimum and overtime wages.

20 83. In committing these violations of the California Labor Code, DEFENDANTS failed
21 to calculate the amount of time worked and consequently underpaid the actual time worked by
22 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
23 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
24 requirements and other applicable laws and regulations.

25 84. PLAINTIFF was paid less for time worked than she was entitled to, constituting a
26 failure to pay all earned wages.

27 85. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
28 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and

1 enjoyment of wages and lost interest on such wages all to her damage in amounts in amounts which
2 are presently unknown to her, and which will be ascertained according to proof at trial.

3 86. DEFENDANTS knew or should have known that PLAINTIFF was under-
4 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
5 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
6 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
7 by refusing to pay PLAINTIFF the correct wages for her time worked.

8 87. DEFENDANTS maintained a uniform wage practice of not paying PLAINTIFF
9 without regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform
10 policy and practice was to unlawfully and intentionally deny accurate and full payment of wages
11 due to PLAINTIFF.

12 88. In performing the acts and practices herein alleged in violation of California labor
13 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
14 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
15 maliciously toward PLAINTIFF with a conscious disregard for her legal rights, or the consequences
16 to her, and with the intent of depriving her of her property and legal rights, and otherwise causing
17 her injury in order to increase company profits at the expense of this employee.

18 89. PLAINTIFF therefore, request recovery of all unpaid wages, according to proof,
19 interest, statutory costs, as well as the assessment of any statutory penalties and liquidated damages
20 against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable
21 statutes.

22 90. To the extent minimum wage compensation is determined to be owed to
23 PLAINTIFF, whose employment has terminated, DEFENDANTS' conduct also violates Labor
24 Code §§ 201 and/or 202, and therefore PLAINTIFF is also entitled to waiting time penalties under
25 Cal. Lab. Code § 203, which penalties are sought herein on behalf of the PLAINTIFF.
26 DEFENDANTS' conduct as alleged herein was willful, intentional, and not in good faith. Further,
27 PLAINTIFF is entitled to seek and recover statutory costs.

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91. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

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1 Industrial Welfare Commission is unlawful.

2 97. During PLAINTIFF'S employment, DEFENDANTS required PLAINTIFF to work
3 overtime but did not provide PLAINTIFF overtime wages for overtime hours worked.

4 98. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
5 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
6 requirements and other applicable laws and regulations.

7 99. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
8 PLAINTIFF did not receive the correct overtime compensation for her time worked for
9 DEFENDANTS.

10 100. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
11 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions
12 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining
13 agreement that would preclude the causes of action contained herein this Complaint.

14 101. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
15 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
16 and will continue to suffer an economic injury in amounts which are presently unknown to her, and
17 which will be ascertained according to proof at trial.

18 102. DEFENDANTS knew or should have known that PLAINTIFF was under
19 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
20 malfeasance or gross nonfeasance, to not pay her for labor as a matter of uniform company policy,
21 practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
22 PLAINTIFF the correct overtime wages for her overtime worked.

23 103. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
25 compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and
26 maliciously toward PLAINTIFF with a conscious of and utter disregard for her legal rights, or the
27 consequences to her, and with the despicable intent of depriving her of her property and legal rights,
28 and otherwise causing them injury in order to increase company profits at the expense of their

1 employees.

2 104. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
3 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
4 in a sum as provided by the California Labor Code and/or other applicable statutes.

5 **FIFTH CAUSE OF ACTION**

6 For Failure to Pay Wages When Due

7 (Cal. Lab. Code § 204, 210)

8 (Plaintiff Against All DEFENDANTS)

9 105. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
10 every allegation set forth above.

11 106. Labor Code Section 204 provides in part provides in part that “all wages, ..., earned
12 by any person in any employment are due and payable twice during each calendar month, on days
13 designated in advance by the employer as the regular paydays.”

14 107. Plaintiff is informed and believes, and thereon alleges that DEFENDANTS did not
15 pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest premiums,
16 on regularly established paydays.

17 108. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
18 refused to perform their obligations to compensate their employees for all wages earned.

19 109. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of
20 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for
21 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
22 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
23 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
24 wages.

25 110. As a direct and proximate result of DEFENDANTS’ conduct in violation of Labor
26 Code section 204 as alleged above, PLAINTIFF has suffered, and will continue to suffer, losses
27 related to the use and enjoyment of wages and lost interest on such wages all to her damage in
28 amounts according to proof at trial.

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119. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

121. DEFENDANTS did not accurately record PLAINTIFF'S time worked, or minimum and overtime wages earned. DEFENDANTS failed to provide an accurate wage statement in writing that properly and accurately itemizes all wages and the applicable hourly wages in effect. DEFENDANTS additionally failed to provide any wage statement for the first year of her employment.

123. By failing to keep adequate records, as required by Labor Code sections 226 and 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the minimum wages and overtime wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

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1 **EIGHTH CAUSE OF ACTION**

2 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
(Cal. Lab. Code §§ 2698 et seq.)

(Plaintiff and Aggrieved Employees Against All DEFENDANTS)

3 125. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and
4 reallege as if fully stated herein each and every allegation set forth above.

5 126. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE
6 within the meaning of Labor Code section 2699, subdivision (c), on behalf of herself and all other
7 AGGRIEVED EMPLOYEES of DEFENDANTS, seeks the recovery of civil penalties against
8 DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing
9 and intentional violations of the California Labor Code:

- 10 a. For failing to pay wages on established paydays, in violation of Labor Code sections
11 204 and 210;
- 12 b. For failing to pay wages upon termination, in violation of Labor Code sections 203,
13 201 and/or 202;
- 14 c. For failing to pay all minimum wages, in violation of Labor Code sections 1194,
15 1197.1;
- 16 d. For failing to compensate employees who were not provided a meal period in
17 violation of Labor Code Section 226.7 and 512; and
- 18 e. For failing to compensate employees who were not provided a rest period in violation
19 of Labor Code Section 226.7 and 512; and
- 20 f. For failing to provide employees who worked more than eight (8) hours per workday
21 and more than forty (40) hours per workweek additional compensation beyond their
22 regular wages in violation of Labor Code Section 510.
- 23 g. For failing to maintain for and provide accurate, itemized wage statements required
24 by Labor Code Section 226, 226.3 and 1174;
- 25 h. For failing to reimburse employees for work-related expenses in violation of Labor
26 Code section 2802;
- 27 i. For failing to provide a seating to employees in violation of Cal. Code Regs. Section
28 11040, 11070, IWC Wage Order paragraph 14, and Labor Code Section 1198.

127. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R. section 11040, 11070 subd. 14 and Labor Code sections §§ 201, 202, 203, 204, 210, 215, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 515(d), 558, 1174.5, 1194, 1194(a), 1194.2, 1197.1, 1198, 1199, 2802, and 2699, subdivisions (a) and (f).

128. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS, pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

DEMAND FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and severally, as follows:

1. On behalf of the PLAINTIFF:

A. Compensatory damages, according to proof at trial, including unpaid minimum and overtime wages, due to PLAINTIFF, during the applicable employment period plus interest thereon at the statutory rate;

B. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

C. The wages of Plaintiff as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

D. 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 exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226.

E. The costs of business expenditures, plus interest from the date of the incurred cost;

F. A penalty of \$50.00 for the initial failure to compensate Plaintiff at the statutory

overtime rate for any work in excess of eight hours in one day or any work in excess of 40 hours in any workweek and \$100.00 for each subsequent failure;

G. a penalty of \$100.00 for the initial failure to timely pay Plaintiff all earned wages, and \$200.00 for each subsequent failure to pay all earned wages in addition to an additional amount equal to 25% of the unlawfully withheld wages for each subsequent failure;

H. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

I. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the unpaid minimum wages according to proof at trial;

J. Penalties pursuant to Cal. Lab. Code § 1198.5(k) for DEFENDANTS failure to provide PLAINTIFF with her personnel records upon request;

2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

i. Recovery of all civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004;

3. On all claims:

A. An award of interest, including prejudgment interest at the legal rate;

B. Such other and further relief as the Court deems just and equitable; and

C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

Respectfully submitted,

DATED: June 17, 2024

EMRAN LAW FIRM

By: Harris Emran

Harris Emran, Esq.

Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES

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DATED: June 17, 2024

By: Harris Emran
Harris Emran, Esq.
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES