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David W. Slayton,
Executive Officer/Clerk of Court,
By W. Noble, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOANA INIGUEZ, individually and on behalf of
all other aggrieved employees and the State of
California,

Plaintiff,

v.

PACIFIC PEDIATRIC CARDIOLOGY
MEDICAL GROUP, INC.; and DOES 1 through
10, inclusive,

Defendants.

Case No. **24NWCV04657**

COMPLAINT FOR:

1. Failure to Pay All Wages;
2. Meal Period Violations (Labor Code §§ 226.7, 512, 558);
3. Rest Period Violations (Labor Code §§ 226.7, 516, 558);
4. Failure to Indemnify All Necessary Business Expenditures (Labor Code §§ 2802, 2804);
5. Wage Statement Violations (Labor Code § 226 *et seq.*);
6. Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*); and
7. Civil Penalties and Public Injunctive Relief under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

**REQUEST FOR PUBLIC
INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

1 Plaintiff Joana Iniguez (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees and the State of California, hereby brings this individual and representative action
3 Complaint against Pacific Pediatric Cardiology Medical Group, Inc. and DOES 1 through 10 inclusive
4 (collectively, “Defendants”), and hereby alleges with knowledge with respect to her own acts and on
5 information and belief as to other matters as follows:

6 **INTRODUCTION**

7 1. Plaintiff hereby brings this Complaint for recovery of unpaid wages and penalties under
8 California Business and Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510,
9 512, 516, 558, 1194, 1194.2, 1197, 1198, 2802, and 2804, and the applicable Industrial Welfare
10 Commission Wage Order, in addition to seeking injunctive relief, declaratory relief, and restitution.

11 2. Plaintiff also brings a representative action, under Labor Code §§ 2698, *et seq.*, on
12 behalf of all other current and former employees of Defendants employed in California during the
13 PAGA Period, including exempt, non-exempt, and/or misclassified employees (collectively,
14 “Aggrieved Employees”). The term “PAGA Period” is defined as commencing from one year prior to
15 the submission of Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development
16 Agency (“LWDA”) and Defendants through the date of final judgment.

17 3. This representative action is brought under, *inter alia*, the California Industrial Welfare
18 Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations,
19 California Code of Civil Procedure § 1021.5, and Labor Code §§ 201, 202, 203, 204, 206, 210, 221,
20 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
21 1198, 1199, 2800, 2802, and 2804.

22 4. Defendants have engaged in a systematic pattern of wage and hour violations under the
23 Labor Code. During the PAGA Period, Defendants maintained a consistent practice and policy of
24 violating state wage and hour laws by, among other things, failing to timely pay all wages (including
25 minimum, overtime, and double time wages, sick pay, and vacation pay), failing to provide compliant
26 meal periods or compensation in lieu thereof, failing to provide compliant rest periods or compensation
27 in lieu thereof, failing to reimburse necessary business expenditures, failing to timely pay all wages
28 due upon separation of employment, failing to provide accurate itemized wage statements, and failing

1 to maintain accurate records. Accordingly, Plaintiff brings this representative action for recovery of
2 civil penalties and injunctive relief under Labor Code §§ 2698 *et seq.*

3 **JURISDICTION AND VENUE**

4 5. This Court has jurisdiction over Defendants because, upon information and belief,
5 Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or
6 otherwise intentionally avail themselves to the California market so as to render the exercise of
7 jurisdiction over them by the California courts consistent with the traditional notions of fair play and
8 substantial justice.

9 6. Venue in this County is proper under Business & Professions Code § 17203 and
10 California Code of Civil Procedure § 395.5 because a substantial part of Defendants' unlawful
11 conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct
12 substantial business in this County, and/or Defendants' liability arose in this County.

13 **PARTIES**

14 7. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
15 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods applicable
16 to each cause of action pled in this Complaint, Plaintiff was employed by Defendants as a non-exempt
17 employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of in this
18 Complaint, lost money and/or property, and has been deprived of the rights guaranteed by Business
19 and Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194,
20 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and 2804, and the applicable Wage Order.

21 8. Defendant Pacific Pediatric Cardiology Medical Group, Inc. is a California
22 corporation. Pacific Pediatric Cardiology Medical Group, Inc. is, and at all relevant times was, an
23 employer subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon
24 alleges that the practices and policies of Pacific Pediatric Cardiology Medical Group, Inc. that are
25 complained of by way of this Complaint were implemented during the PAGA Period.

26 9. Plaintiff does not know the true names or capacities, whether individual, partner, or
27 corporate, of the defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said
28 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to further

1 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
2 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
3 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and
4 proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful
5 employment practices, wrongs, injuries and damages complained of herein.

6 10. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
7 herein, Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

8 11. At all relevant times, each of said Defendants participated in the doing of the acts
9 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and
10 each of them, were the agents, servants, and employees of each and every one of the other Defendants,
11 as well as the agents of all Defendants, and at all times herein mentioned were acting within the course
12 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
13 and/or otherwise ratified each and every one of the acts or omissions complained of in this Complaint.

14 12. At all times mentioned herein, Defendants, and each of them, were members of and
15 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
16 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
17 that all Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

18 **GENERAL ALLEGATIONS**

19 13. Defendants provide care for newborns, infants, children, adolescents and young adults
20 with congenital and acquired heart disease.

21 14. Defendants have consistently maintained and enforced unlawful employment practices
22 and policies against Plaintiff and other Aggrieved Employees which violate the Labor Code and IWC
23 Wage Orders.

24 15. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the
25 PAGA Period, Defendants failed to pay Plaintiff and other Aggrieved Employees minimum, regular,
26 overtime, and/or double time wages for all hours worked at the legally mandated rates. During the
27 PAGA Period, Plaintiff and other Aggrieved Employees regularly worked more than eight (8), 10,
28 and/or 12 hours per workday and/or over 40 hours per workweek. During the PAGA Period, Plaintiff

1 and other Aggrieved Employees were regularly required to work on-call shifts during purported meal
2 periods on certain days, as shown on Defendants' calendar schedules. During these on-call shifts,
3 Defendants' supervising agents specifically instructed Plaintiff and other Aggrieved Employees to
4 clock-out for their meal period and remain on-call to respond to incoming calls. If Plaintiff and other
5 Aggrieved Employees received a call during an on-call shift, they only had a limited amount of time
6 to respond to the call. If Plaintiff and other Aggrieved Employees failed to answer the call, they would
7 be disciplined by Defendants' supervising agents. During these on-call shifts, Defendants failed to pay
8 Plaintiff and other Aggrieved Employees minimum, regular, and/or overtime wages for all hours
9 worked. Specifically, Defendants did not pay Plaintiff for any of her on-call hours worked during her
10 purported meal periods. Even on days when Plaintiff and other Aggrieved Employees were not
11 formally required to work on-call shifts during purported meal periods, Defendants required Plaintiff
12 and other Aggrieved Employees to complete work-related tasks off the clock, such as performing
13 opening duties (e.g., wiping down all seats for incoming patients, organizing the front and back office,
14 ensuring the EKG machine and other equipment was working properly, preparing charts, etc.),
15 communicating with Defendants, and working through meal periods. On information and belief,
16 during the PAGA Period, Defendants failed to accurately calculate the regular rate of pay by, among
17 other things, failing to include a remuneration when calculating the rate of pay for overtime, double
18 time, meal and rest period premiums, and sick pay and the final rate of pay for their vacation payout
19 upon termination. Accordingly, Defendants violated the Labor Code and the applicable IWC Wage
20 Orders.

21 **16. Meal Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
22 the PAGA Period, Defendants failed to authorize and permit and/or make available to aggrieved
23 employees timely off-duty 30-minute meal periods within the appropriate time intervals required by
24 Labor Code § 512 and § 11 of the applicable IWC Wage Order(s). Specifically, Plaintiff and other
25 Aggrieved Employees frequently had their meal periods shortened, interrupted, late, and/or missed
26 altogether due to Defendants' practice of understaffing and prioritizing work demands over taking
27 compliant breaks. Defendants also failed to authorize and permit and/or make available to Plaintiff
28 and other Aggrieved Employees second meal periods when they worked more than 10 hours.

1 Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and other
2 Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they
3 worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff and
4 other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every day in
5 which they were denied a compliant meal period, in violation of Labor Code §§ 226.7 and 512, and
6 the applicable IWC Wage Orders. Accordingly, Defendants violated the Labor Code and the
7 applicable IWC Wage Orders.

8 17. **Rest Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
9 the PAGA Period, Defendants failed to permit Plaintiff and other Aggrieved Employees to take all of
10 their statutorily entitled 10-minute rest periods for every four (4) hours worked or major fraction
11 thereof or provide compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders.
12 Plaintiff and other Aggrieved Employees missed their rest breaks or had them interrupted or governed
13 by Defendants' practices and policies. Defendants also failed to adopt and implement a practice of
14 providing third rest breaks when Plaintiff and other Aggrieved Employees worked over 10 hours.
15 Notwithstanding the above rest break violations, Defendants failed to compensate Plaintiff and other
16 Aggrieved Employees with an additional hour of pay at their regular rate of pay for every day in which
17 they suffered a rest period violation. Accordingly, Defendants violated the Labor Code and the
18 applicable IWC Wage Orders.

19 18. **Unreimbursed Business Expenses:** Plaintiff is informed, believes, and thereon alleges
20 that during the PAGA Period, Defendants failed to reimburse Plaintiff and other Aggrieved Employees
21 for necessary business expenses incurred in the performance of their duties in violation of the Labor
22 Code and IWC Wage Orders. For example, Plaintiff and other Aggrieved Employees were required to
23 use their personal cell phones for work-related tasks, including communicating with Defendants,
24 without reimbursement. Accordingly, Defendants violated Labor Code §§ 2800, 2802, and 2804.
25 Accordingly, Defendants violated the Labor Code and applicable IWC Wage Orders.

26 19. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
27 other Aggrieved Employees who separated from their employment with Defendants during the
28 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,

1 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
2 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, including
3 minimum wages and premium pay.

4 20. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
5 and other Aggrieved Employees were entitled to receive complete and accurate wage statements. In
6 violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
7 not furnished with complete and accurate wage statements that show all information required by Labor
8 Code §§ 226 *et seq.*, including, but not limited to, the gross and net wages earned, the total hours
9 worked, all applicable hourly rates in effect during the pay period, and the corresponding number of
10 hours worked at each hourly rate.

11 21. **Failure to Keep Accurate Records:** Defendants knew or should have known that
12 Defendants were required to keep accurate records of the hours worked by Plaintiff and other
13 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
14 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
15 and/or omissions described throughout this Complaint.

16 22. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
17 willful.

18 **FIRST CAUSE OF ACTION**

19 **Failure to Pay All Wages**

20 **(Against All Defendants)**

21 23. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
22 fully set forth herein.

23 24. At all relevant times, Defendants had a duty to comply with Labor Code §§ 203, 204,
24 206, 210, 218, 221, 222, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the
25 applicable IWC Wage Orders and California Code of Regulations.

26 25. Labor Code § 203 requires employers to pay a waiting time penalty when they fail to
27 provide final paychecks to employees who are terminated or who quit. The penalty is equal to the
28 employee's daily wage for each day the final paycheck goes unpaid, up to 30 days.

1 26. Labor Code § 204 and the IWC Wage Orders require timely payment of all wages owed
2 on regularly scheduled paydays at least twice during each calendar month, on days designated in
3 advance by the employer as the regular paydays. All wages in earned in excess of the normal work
4 period must be paid no later than the payday for the next regular payroll period.

5 27. Labor Code § 206 provides that in case of a dispute over wages, the employer shall
6 pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the
7 employee all remedies he/she is otherwise entitled to as to any balance claimed.

8 28. Labor Code § 210 provides:
9
10 every person who fails to pay the wages of each employee as provided
11 in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
12 1197.5, shall be subject to a penalty as follows: (1) For any initial
13 violation, one hundred dollars (\$100) for each failure to pay each
14 employee. (2) For each subsequent violation, or any willful or
 intentional violation, two hundred dollars (\$200) for each failure to pay
 each employee, plus 25 percent of the amount unlawfully withheld.
 (b) The penalty shall either be recovered by the employee as a statutory
 penalty pursuant to Section 98 or by the Labor Commissioner as a civil
 penalty through the issuance of a citation or pursuant to Section 98.3.

15 29. Labor Code § 221 provides “[i]t shall be unlawful for any employer to collect or receive
16 from an employee any part of wages theretofore paid by said employer to said employee.”

17 30. Labor Code § 223 provides “[w]here any statute or contract requires an employer to
18 maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting
19 to pay the wage designated by statute or by contract.”

20 31. Labor Code § 224 prohibits any deduction from an employee’s wages which is not
21 either authorized by the employee in writing or permitted by law.

22 32. Labor Code § 246 requires employers to provide and allow employees to use at least
23 24 hours, or three days, of paid sick leave per year.

24 33. Labor Code § 227.3 requires employers to pay terminated employees for their unused
25 paid vacation time at their final rate of pay.

26 34. At all times relevant, Labor Code § 510, and applicable sections of the California Code
27 of Regulations and the IWC Wage Orders applied to Plaintiff’s work with Defendants. Labor Code §
28 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that

1 any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be
2 paid at one and one-half times the employee's regular rate of pay. Any work performed in excess of
3 12 hours in a workday must be compensated at the rate of no less than twice the regular rate of pay for
4 an employee.

5 35. Labor Code § 558 provides "[a]ny employer or other person acting on behalf of an
6 employer who violates, or causes to be violated, a section of this chapter or any provision regulating
7 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
8 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
9 each pay period for which the employee was underpaid in addition to an amount to recover underpaid
10 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
11 for each pay period for which the employee was underpaid in addition to an amount sufficient to
12 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
13 employee."

14 36. Labor Code § 1182.12 sets forth the minimum hourly wage that must be paid to all
15 employees in California for all hours worked. Local minimum wage ordinances may provide for higher
16 minimum wage rates that must be paid to employees for all hours worked in those locales where each
17 local ordinance is in effect. Labor Code § 1197 affirms that it is unlawful to pay less than the state or
18 local minimum wage, whichever is higher, for any hour of work.

19 37. Labor Code § 1194 provides that any employee receiving less than the legal minimum
20 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil
21 action the unpaid balance of the full amount of the minimum wage or overtime compensation,
22 including interest thereon, reasonable attorney's fees, and costs of suit.

23 38. Labor Code § 1194.2 authorizes the recovery of liquidated damages in an amount equal
24 to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

25 39. Labor Code § 1197 provides that the minimum wage for employees fixed by the
26 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
27 minimum so fixed is unlawful.

28 40. Labor Code § 1198 prohibits employers from employing for longer hours or less

1 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
2 the Labor Commissioner.

3 41. The failure to pay at least minimum wages to Plaintiff for each and every hour worked
4 violates Labor Code §§ 1812.11-1812.12, 1194, 1194.2, and 1197; the applicable Wage Order; and
5 Business & Professions Code.

6 42. The failure to pay designated wages to Plaintiff for each and every hour worked violates
7 Labor Code §§ 221 and 223; the applicable Wage Order; and the Business & Professions Code.

8 43. Plaintiff is informed, believes, and thereon alleges that Defendants failed to pay
9 Plaintiff all wages for hours worked (including minimum, regular, overtime, and double time wages,
10 reporting time pay, sick pay, and vacation pay) by failing to accurately record all time worked, failing
11 to compensate Plaintiff for being on-call, time shaving, auto-deducting missed or short meal periods,
12 rounding time and meal period punches, and requiring off-the-clock work without compensation,
13 among other things.

14 44. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
15 Plaintiff has sustained and continue to sustain damages, including loss of earnings from minimum,
16 regular, overtime, and double time compensation due, in an amount to be established at trial, plus
17 prejudgment interest, attorneys' fees, and costs pursuant to statute.

18 45. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
19 conduct described herein, have committed an "intentional theft of wages in an amount greater than
20 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
21 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
22 the meaning of Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of
23 wages, as defined in Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other
24 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other
25 compensation is due to Plaintiff under the law. Plaintiff is thus entitled to recover from Defendants
26 treble damages and costs, including reasonable attorneys' fees, pursuant to Penal Code § 496(c).

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1 **SECOND CAUSE OF ACTION**

2 **Meal Period Violations (Labor Code §§ 226.7, 512, 558)**

3 **(Against All Defendants)**

4 46. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
5 fully set forth herein.

6 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
7 their affirmative obligation to provide Plaintiff with all legally compliant meal periods in accordance
8 with the mandates of the California Labor Code and the applicable Wage Order. Despite Defendants'
9 violations, Defendants did not pay an additional hour of pay to Plaintiff at Plaintiff's respective regular
10 rate of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

11 48. As a result, Defendants are responsible for paying premium compensation for meal
12 period violations including interest thereon, statutory penalties, civil penalties, and costs of suit,
13 pursuant to Labor Code §§ 226.7, 512, 558, the applicable Wage Order, and Civil Code §§ 3287(b)
14 and 3289.

15 49. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
16 conduct described herein, have committed an "intentional theft of wages in an amount greater than
17 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
18 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
19 the meaning of Penal Code § 487m. Specifically, Defendants have intentionally deprived Plaintiff of
20 wages, as defined in Labor Code § 200, gratuities, as defined in Labor Code § 350, benefits, or other
21 compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other
22 compensation is due to Plaintiff under the law Plaintiff is informed, believes, and thereon alleges that
23 meal period premiums are wages, gratuities, benefits, or other compensation within the meaning of
24 Penal Code § 487m. Plaintiff is thus entitled to recover from Defendants treble damages and costs,
25 including reasonable attorneys' fees, pursuant to Penal Code § 496(c).

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Indemnify All Necessary Business Expenditures (Labor Code §§ 2802, 2804)**

3 **(Against All Defendants)**

4 54. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
5 fully set forth herein.

6 55. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
7 states that “an employer shall indemnify his or her employees for all necessary expenditures or losses
8 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
9 obedience to the directions of the employer

10 56. Furthermore, at all relevant times herein, Defendants were subject to Labor Code §
11 2804, which states that “any contract or agreement, express or implied, made by any employee to
12 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
13 any employee or his personal representative of any right or remedy to which he is entitled under the
14 laws of this State.”

15 57. Due to Defendants’ unlawful policy and/or practice of failing to pay reimbursements
16 to Plaintiff, as alleged above, Defendants have violated Labor Code § 2802.

17 58. As a proximate result of Defendants’ policies and/or practices in violation of Labor
18 Code §§ 2802 and 2804, Plaintiff suffered damages in sums, which will be shown according to proof.

19 59. Plaintiff is entitled to attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c)
20 for bringing this action.

21 60. Under Labor Code §2802(b), any action brought for the reimbursement of necessary
22 expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff is entitled to
23 interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

24 **FIFTH CAUSE OF ACTION**

25 **Wage Statement Violations (Labor Code § 226 *et seq.*)**

26 **(Against All Defendants)**

27 61. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
28 fully set forth herein.

62. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff with complete and accurate itemized wage statements in violation of Labor Code § 226 *et seq.*

63. Defendants' failures in furnishing Plaintiff with complete and accurate itemized wage statements resulted in injury, as said failures deprived Plaintiff of the information necessary to identify the discrepancies in Defendants' reported data, and deprived Plaintiff of the information required to be included under Labor Code § 226(a).

64. Defendants' failures create an entitlement to recovery by Plaintiff in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

SIXTH CAUSE OF ACTION

Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*)

(Against All Defendants)

65. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

66. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by: (a) failing to timely pay Plaintiff all wages owed; (b) failing to provide Plaintiff with all meal periods to which Plaintiff is entitled, and failing to pay Plaintiff all meal period premium payments; (c) failing to authorize and permit Plaintiff all rest periods to which Plaintiff is entitled, and failing to pay Plaintiff rest period premium payments; (d) failing to reimburse Plaintiff for necessary business expenditures; and (e) failing to issue to Plaintiff accurate and itemized wage statements.

67. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive Plaintiff of compensation to which Plaintiff is legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

68. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

69. The acts complained of in this Complaint occurred within the last four years immediately preceding the filing of the Complaint in this action.

SEVENTH CAUSE OF ACTION

Civil Penalties and Public Injunctive Relief Under PAGA (Labor Code §§ 2698, *et seq.*)

(Against All Defendants)

70. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though fully set forth herein.

71. On September 17, 2024, Plaintiff notified Defendants, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for injunctive relief and civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in this Complaint. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted the administrative requirements for bringing a claim under the Private Attorneys General Act with respect to the violations alleged in this Complaint.

72. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee

1 per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation
2 per employee per pay period for those violations of the Labor Code for which no civil penalty is
3 specifically provided, based on the following Labor Code violations:

4 (a) Violation of Labor Code §§ 201-204, 210, 221, 223, 224, 227.3, 510, 558, 1194,
5 1197, 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other
6 Aggrieved Employees during employment and upon separation of employment;

7 (b) Violation of Labor Code §§ 226.7, 516, and 558 for failing to authorize and
8 permit all required rest periods and failing to pay rest period premiums to Plaintiff and other Aggrieved
9 Employees at these employees' respective regular rates of compensation for rest period violations;

10 (c) Violation of Labor Code §§ 226.7, 512, and 558 for failing to provide meal
11 periods as required by law and failing to pay meal period premiums to Plaintiff and other Aggrieved
12 Employees at these employees' respective regular rates of compensation for meal period violations;

13 (d) Violation of Labor Code §§ 226 *et seq.* for failing to furnish Plaintiff and other
14 Aggrieved Employees with accurate and compliant itemized wage statements;

15 (e) Violation of Labor Code §§ 221, 223, and 224 for secretly paying Plaintiff and
16 other Aggrieved Employees less than the statutory or contractual rate;

17 (f) Violation of Labor Code §§ 1174, 1174.5, and 1198 for failure to maintain
18 accurate records on behalf of Plaintiff and other Aggrieved Employees;

19 (g) Violation of Labor Code §§ 2800, 2802, and 2804 for failure to reimburse
20 business expenses to Plaintiff and other Aggrieved Employees; and

21 (h) Derivative violations of Labor Code § 1199.

22 73. Under Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil
23 penalties, in addition to public injunctive relief, for the alleged foregoing violations of the Labor Code.

24 74. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure §
25 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, Plaintiff prays for judgment against Defendants, jointly and severally, as
28 follows:

1 1. Upon the First Cause of Action, for payment of minimum wages, liquidated damages,
2 and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
3 and for compensatory, consequential, general and special damages according to proof pursuant to
4 Labor Code §§ 203, 204, 510, 558, 1194, and 1198;

5 2. Upon the Second Cause of Action, for compensatory, consequential, general, and
6 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

7 3. Upon the Third Cause of Action, for compensatory, consequential, general, and special
8 damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

9 4. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
10 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

11 5. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226,
12 *et seq.*;

13 6. Upon the Sixth Cause of Action, for restitution to Plaintiff of all money and/or property
14 unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in
15 violation of Business and Professions Code § 17200 *et seq.*;

16 7. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, Aggrieved
17 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a)
18 and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
19 employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor
20 Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2)
21 \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558
22 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
23 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial
24 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
25 per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation
26 per employee per pay period for those violations of the Labor Code for which no civil penalty is
27 specifically provided;

28 8. Upon the Seventh Cause of Action, for appropriate injunctive relief pursuant to Labor

1 Code § 2698 *et seq.*;

2 9. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §
3 218.6 and Civil Code §§ 3287 and 3289;

4 10. On all causes of action, for attorneys' fees and costs as permitted by law, including
5 under Labor Code §§ 226, 1194, 2698 *et seq.*, and 2802(c), and Code of Civil Procedure § 1021.5; and

6 11. For such other and further relief the Court may deem just and proper.

7
8 Dated: November 26, 2024

MANAHAN O'DELL LLP

9
10 By: Shaheen Anthony Etemadi

11 Shaheen Anthony Etemadi
12 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

Dated: November 26, 2024

MANAHAN O'DELL LLP

By: *Shaheen Anthony Etemadi*

Shaheen Anthony Etemadi
Attorneys for Plaintiff