

1 **MANAHAN O'DELL LLP**
2 Amanda E. Manahan (SBN 199197)
3 amanahan@manahanodell.com
4 Shaheen Anthony Etemadi (SBN 319138)
5 setemadi@manahanodell.com
6 7700 Irvine Center Drive, Suite 180
7 Irvine, California 92618
8 Tel: (949) 799-8002

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/02/2025 12:49 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By P. Diaz, Deputy Clerk

6 **HAINES LAW GROUP, APC**
7 Paul K. Haines (SBN 248226)
8 phaines@haineslawgroup.com
9 2155 Campus Drive, Suite 180
10 El Segundo, California 90245
11 Tel: (424) 292-2350
12 Fax: (424) 292-2355

11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 ANA ALVAREZ, individually and on behalf of
15 all other aggrieved employees,

16 Plaintiff,

17 v.

18 PREMIER PROPERTY PRESERVATION,
19 LLC; ANGELO VARSOBIA; and DOES 1
20 through 10, inclusive,

21 Defendants.

Case No. **25VEC00012**

COMPLAINT FOR:

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

**REQUEST FOR PUBLIC
INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

1 Plaintiff Ana Alvarez (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees, hereby brings this individual and representative action Complaint against Premier Property
3 Preservation, LLC; Angelo Varsobia; and DOES 1 through 10 inclusive (collectively, “Defendants”),
4 and hereby alleges with knowledge with respect to her own acts and on information and belief as to
5 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, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2804, and the applicable Industrial
10 Welfare Commission Wage Order, in addition to seeking injunctive relief, declaratory relief, and
11 restitution.

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

18 3. This representative action is brought under, *inter alia*, the California Industrial Welfare
19 Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations,
20 California Code of Civil Procedure § 1021.5, and Labor Code §§ 201, 202, 203, 204, 206, 210, 221,
21 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
22 1198, 1199, 2800, 2802, and 2804.

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

1 statements, and failing to maintain accurate records. Accordingly, Plaintiff brings this representative
2 action for recovery of 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, 558.1
20 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2802, and 2804, and the applicable Wage Order.

21 8. Defendant Premier Property Preservation, LLC is a California limited liability
22 company. Premier Property Preservation, LLC is, and at all relevant times was, an employer subject
23 to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the
24 practices and policies Premier Property Preservation, LLC that are complained of by way of this
25 Complaint were implemented during the PAGA Period.

26 9. On information and belief, Defendant Angelo Varsobia is an individual over the age of
27 eighteen (18). At all relevant times herein, Defendant Angelo Varsobia was, and currently is, a
28 California resident. On information and belief, Plaintiff alleges Defendant Angelo Varsobia is

1 personally liable under Labor Code §§ 558.1 and 1197.1 for violating California's wage and hour
2 laws.

3 10. Plaintiff does not know the true names or capacities, whether individual, partner, or
4 corporate, of the defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to further
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
7 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
8 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and
9 proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful
10 employment practices, wrongs, injuries and damages complained of herein.

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

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

19 13. At all times mentioned herein, Defendants, and each of them, were members of and
20 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
21 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
22 that all Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

23 **GENERAL ALLEGATIONS**

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

27 15. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the
28 PAGA Period, Defendants failed to pay Plaintiff and other Aggrieved Employees minimum, regular,

1 overtime, and/or double time wages for all hours worked at the legally mandated rates. During the
2 PAGA Period, Defendants required Plaintiff and other Aggrieved Employees to provide and maintain
3 hand tools and equipment customarily required by their trade or craft to carry out their job duties but
4 failed to pay them at least two times the minimum wage in violation of the IWC Wage Order 5-2001,
5 Section 9.B. Defendants also required Plaintiff and other Aggrieved Employees to complete work-
6 related tasks off the clock, such as communicating with Defendants and traveling between Defendants'
7 worksites. In addition, due to Defendants' failure to provide Plaintiff and other Aggrieved Employees
8 with a way to accurately track their hours, Plaintiff and other Aggrieved Employees were underpaid
9 by Defendants. Specifically, Defendants told Plaintiff she would be paid \$17/hour but actually paid
10 her a flat bi-weekly rate regardless of how many hours she worked. Moreover, Defendants failed to
11 timely pay all earned wages to Plaintiff and other Aggrieved Employees.

12 16. **Meal Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
13 the PAGA Period, Defendants failed to authorize and permit and/or make available to aggrieved
14 employees timely off-duty 30-minute meal periods within the appropriate time intervals required by
15 Labor Code § 512 and § 11 of the applicable IWC Wage Order(s). Specifically, Plaintiff and other
16 Aggrieved Employees frequently had their meal periods shortened, interrupted, late, and/or missed
17 altogether due to Defendants' practice of understaffing and prioritizing work demands over taking
18 compliant breaks. Defendants also failed to authorize and permit and/or make available to Plaintiff
19 and other Aggrieved Employees second meal periods when they worked more than 10 hours.
20 Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and other
21 Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they
22 worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff and
23 other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every day in
24 which they were denied a compliant meal period, in violation of Labor Code §§ 226.7 and 512, and
25 the applicable IWC Wage Orders. Accordingly, Defendants violated the Labor Code and the
26 applicable IWC Wage Orders. Accordingly, Defendants failed to timely pay Plaintiff and other
27 Aggrieved Employees the proper minimum wages for all hours worked in violation of Labor Code §§
28 204, 206, 210, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, and 1198, and the applicable IWC

1 Wage Orders and California Code of Regulations.

2 17. **Defendants Secretly Paid Plaintiff and Other Aggrieved Employees Less Than**
3 **Minimum Wage:** Defendants secretly paid Plaintiff and other Aggrieved Employees less than the
4 statutory or contractual rate. Defendants required Plaintiff and other Aggrieved Employees to provide
5 and maintain hand tools and equipment customarily required by their trade or craft to carry out their
6 job duties but failed to pay them at least two times the minimum wage in violation of the IWC Wage
7 Order 5-2001, Section 9.B. Accordingly, Defendants violated Labor Code §§ 221, 223, and 224.

8 18. **Rest Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
9 the PAGA Period, Defendants failed to authorize and permit and/or make available ten-minute rest
10 periods for every four (4) hours or major fraction thereof worked. Defendants failed to implement a
11 compliant rest break policy and/or practice, and failed to provide uninterrupted, off-duty 10-minute
12 rest breaks. Plaintiff and other Aggrieved Employees regularly missed their rest breaks or had them
13 interrupted or governed by Defendants' practices and policies. Notwithstanding the above rest break
14 violations, Defendants failed to compensate Plaintiff and other Aggrieved Employees with an
15 additional hour of pay at their regular rate of pay for every day in which they suffered a rest period
16 violation. Accordingly, Defendants violated Labor Code § 226.7 and the applicable IWC Wage
17 Orders.

18 19. **Unreimbursed Business Expenses:** Plaintiff is informed, believes, and thereon alleges
19 that during the PAGA Period, Defendants failed to reimburse Plaintiff and other Aggrieved Employees
20 for necessary business expenses incurred in the performance of their duties in violation of the Labor
21 Code and IWC Wage Orders. First, Plaintiff and other Aggrieved Employees were required to use
22 their personal cell phones for work-related tasks, including communicating with Employer, without
23 reimbursement. Second, Plaintiff and other Aggrieved Employees were required to use their own tools
24 and equipment (*e.g.*, disinfectant and other cleaning agents, brooms, mops, vacuums, gloves, etc.) to
25 carry out their job duties, without reimbursement. Third, Plaintiff and other Aggrieved Employees
26 were required to drive from one worksite to another without reimbursement for mileage expenses.
27 Accordingly, Defendants violated Labor Code §§ 2800, 2802, and 2804.

28 20. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and

1 other Aggrieved Employees who separated from their employment with Defendants during the
2 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
3 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
4 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, including
5 minimum wages and premium pay.

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

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

18 23. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
19 willful.

20 **FIRST CAUSE OF ACTION**

21 **Failure to Pay All Wages**

22 **(Against All Defendants)**

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

25 25. At all relevant times, Defendants had a duty to comply with Labor Code §§ 204, 206,
26 210, 218, 221, 222, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the
27 applicable IWC Wage Orders and California Code of Regulations.

28 26. Labor Code § 204 and the IWC Wage Orders require timely payment of all wages owed

1 on regularly scheduled paydays at least twice during each calendar month, on days designated in
2 advance by the employer as the regular paydays. All wages in earned in excess of the normal work
3 period must be paid no later than the payday for the next regular payroll period.

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

7 28. Labor Code § 210 provides:

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

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

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

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

25 32. Labor Code § 246 requires employers to provide and allow employees to use at least
26 24 hours, or three days, of paid sick leave per year.

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

34. At all times relevant, Labor Code § 510, and applicable sections of the California Code
of Regulations and the IWC Wage Orders applied to Plaintiff’s work with Defendants. Labor Code §
510 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that
any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be

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

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

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

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

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

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

27 40. Labor Code § 1198 prohibits employers from employing for longer hours or less
28 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by

1 the Labor Commissioner.

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

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

7 43. Plaintiff is informed, believes, and thereon alleges that Defendants failed to pay
8 Plaintiff all wages for hours worked (including minimum, regular, overtime, and double time wages,
9 reporting time pay, and sick pay) by failing to accurately record all time worked, failing to compensate
10 Plaintiff for requiring off-the-clock work without compensation, and time shaving, among other
11 things.

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

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

25 **SECOND CAUSE OF ACTION**

26 **Rest Period Violations (Labor Code §§ 226.7, 516, 558)**

27 **(Against All Defendants)**

28 46. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though

1 fully set forth herein.

2 47. California Labor Code §§ 226.7, 516 and 558 and the applicable Wage Order establish
3 the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4)
4 hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and permit
5 Plaintiff to take all legally complaint rest periods as alleged herein, Defendants did not pay Plaintiff
6 an additional hour of pay at Plaintiff's respective regular rate for the rest periods that they failed to
7 authorize and permit Plaintiff to take, as required by Labor Code § 226.7.

8 48. Defendants' policies and practices described herein are unlawful and create an
9 entitlement to recovery by Plaintiff in a civil action for the unpaid amount of rest period premiums
10 owing, including interests thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit
11 according to California Labor Code §§ 226.7, 516, 558, the applicable Wage Order, and Civil Code
12 §§ 3287(b) and 3289.

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

24 **THIRD CAUSE OF ACTION**

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

26 **(Against All Defendants)**

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

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

5 52. Furthermore, at all relevant times herein, Defendants were subject to Labor Code §
6 2804, which states that “any contract or agreement, express or implied, made by any employee to
7 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
8 any employee or his personal representative of any right or remedy to which he is entitled under the
9 laws of this State.”

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

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

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

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

19 **FOURTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

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

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

27 59. Defendants’ failures in furnishing Plaintiff with complete and accurate itemized wage
28 statements resulted in injury, as said failures deprived Plaintiff of the information necessary to identify

1 the discrepancies in Defendants' reported data, and deprived Plaintiff of the information required to
2 be included under Labor Code § 226(a).

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

7 **FIFTH CAUSE OF ACTION**

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

9 **(Against All Defendants)**

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

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

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

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

28 65. The acts complained of in this Complaint occurred within the last four years

1 immediately preceding the filing of the Complaint in this action.

2 **SIXTH CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

7 67. On October 28, 2024, Plaintiff notified Defendants, via certified mail, and the
8 California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
9 violations of the California Labor Code and Plaintiff’s intent to bring a claim for injunctive relief and
10 civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California
11 Labor Code identified in this Complaint. Now that sixty-five days have passed from Plaintiff notifying
12 Defendants of these violations, Plaintiff has exhausted the administrative requirements for bringing a
13 claim under the Private Attorneys General Act with respect to the violations alleged in this Complaint.

14 68. Defendants have committed several Labor Code violations against Plaintiff and other
15 Aggrieved Employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698
16 *et seq.*, acting on behalf of herself and other Aggrieved Employees, brings this representative action
17 against Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the
18 State of California according to proof, including, but not limited to: (1) \$100.00 for each initial
19 violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful
20 or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
21 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
22 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial
23 violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
24 per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation
25 per employee per pay period for those violations of the Labor Code for which no civil penalty is
26 specifically provided, based on the following Labor Code violations:

27 (a) Violation of Labor Code §§ 201-204, 210, 221, 223, 224, 510, 558, 1194, 1197,
28 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other Aggrieved

1 Employees during employment and upon separation of employment;

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

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

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

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

11 (f) Violation of Labor Code §§ 2800, 2802, and 2804 for failure to reimburse
12 business expenses to Plaintiff and other Aggrieved Employees; and

13 (g) Derivative violations of Labor Code § 1199.

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

16 70. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure §
17 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for judgment against Defendants, jointly and severally, as
20 follows:

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

25 2. Upon the Second Cause of Action, for compensatory, consequential, general, and
26 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

27 3. Upon the Third Cause of Action, for compensatory, consequential, general, and special
28 damages according to proof pursuant to Labor Code §§ 2802 and 2804;

1 4. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226,
2 *et seq.*;

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

6 6. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, Aggrieved
7 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a)
8 and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
9 employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor
10 Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2)
11 \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558
12 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
13 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial
14 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
15 per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation
16 per employee per pay period for those violations of the Labor Code for which no civil penalty is
17 specifically provided;

18 7. Upon the Sixth Cause of Action, for appropriate injunctive relief pursuant to Labor
19 Code § 2698 *et seq.*;

20 8. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §
21 218.6 and Civil Code §§ 3287 and 3289;

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

24 10. For such other and further relief the Court may deem just and proper.

25 Dated: January 2, 2025

MANAHAN O'DELL LLP

27 By: *Shaheen Anthony Etemadi*

28 Shaheen Anthony Etemadi
Attorneys for Plaintiff

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

DEMAND FOR JURY TRIAL

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

Dated: January 2, 2025

MANAHAN O'DELL LLP

By: *Shaheen Anthony Etemadi*

Shaheen Anthony Etemadi
Attorneys for Plaintiff