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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

SHOHREH FIROUZTALE, individually, and
 on behalf of aggrieved employees pursuant to
 the Private Attorneys General Act ("PAGA");

Plaintiff,

v.

TEMPLE ISRAEL OF HOLLYWOOD, a
 California Corporation; HILLSIDE
 MEMORIAL PARK AND MORTUARY, a
 business entity form unknown; THE BAY-
 NIMOY EARLY CHILDHOOD CENTER, a
 business entity form unknown; and DOES 1
 through 50, Inclusive,

Defendants.

Case No.: **21STCV02021**

COMPLAINT FOR:

- (1) FAILURE TO PAY WAGES (CAL. LABOR CODE §§201-202);**
- (2) WAITING TIME PENALTIES (CAL. LABOR CODE §203);**
- (3) FAILURE TO PAY WAGES (CAL. LABOR CODE §204);**
- (4) FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- (5) FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226 ET SEQ.);**
- (6) FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
- (7) FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES (CAL. LABOR CODE §2802);**
- (8) PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE §2698 ET SEQ.); AND**
- (9) UNFAIR BUSINESS PRACTICES (BUS. & PROF. CODE §17200 ET SEQ.)**

[DEMAND FOR JURY TRIAL]

COMES NOW plaintiff SHOHREH FIROUZTALE (hereinafter "Plaintiff") and alleges for her complaint as follows:

JURISDICTION AND VENUE

1. This Court is the proper court, and this action is properly filed in Los Angeles County, State of California, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, State of California and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County, State of California.

2. Venue is proper in this court insofar as Defendants regularly conduct business in and/or are residents of Los Angeles County. Venue is also proper in this court insofar as the wrongful acts, injury and transaction occurred in Los Angeles County, California.

THE PARTIES

3. Plaintiff SHOHREH FIROUZTALE (hereinafter, "Plaintiff") is and was at all relevant times a resident of Los Angeles County, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant TEMPLE ISRAEL OF HOLLYWOOD (hereinafter, "Temple Israel") was and is a California Corporation doing business at 7300 Hollywood Boulevard, Los Angeles, California 90046. Among numerous things, Temple Israel provides educational services for preschool age children.

5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant HILLSIDE MEMORIAL PARK AND MORTUARY (hereinafter, "Hillside Memorial"), was and is a business entity form unknown doing business at 6001 West Centinela Avenue, Los Angeles, California 90045. On information and belief, Hillside Memorial is the parent company of Temple Israel.

6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant THE BAY-NIMOY EARLY CHILDHOOD CENTER (hereinafter, "The Bay-Nimoy Center") was and is a business entity form unknown doing business at 7300

1 Hollywood Boulevard, Los Angeles, California 90046. The Bay-Nimoy Center provides
2 educational services for preschool age children.

3 7. At all times relevant herein, Defendants were Plaintiff's employers and/or special
4 employers within the meaning of the Labor Code and Industrial Welfare Commission Order No.
5 4-2001, and are an "employer or other person acting on behalf of an employer" as such term is
6 used in Labor Code section 558.1, and liable to Plaintiff on that basis.

7 8. The true names and capacities, whether individual, corporate, associate, or
8 otherwise, of the Defendants named herein as DOES 1 through 50, inclusive, are unknown to
9 Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff
10 will seek leave to amend this complaint to insert the true names and capacities of said
11 Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and
12 based thereupon alleges, that each of the fictitiously named Defendants is responsible for the
13 wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

14 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times
15 relevant hereto, Defendants and DOES 1 through 50, and each of them, were the agents,
16 employees, managing agents, supervisors, coconspirators, parent corporation, joint employers,
17 alter egos, successors, and/or joint ventures of the other Defendants, and each of them, and in
18 doing the things alleged herein, were acting at least in part within the course and scope of said
19 agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint
20 venture and with the permission and consent of each of the other Defendants. Plaintiff performed
21 services for each and every one of the Defendants, and to the mutual benefit of all Defendants,
22 and all Defendants shared control of Plaintiff as an employee, either directly or indirectly.

23 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
24 and each of them, including those defendants named as DOES 1 through 50, acted in concert
25 with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
26 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do
27 so. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of
28 them, including those defendants named as DOES 1 through 50, and each of them, formed and

1 executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
2 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
3 intended to cause and actually causing Plaintiff harm.

4 11. Whenever and wherever reference is made in this complaint to any act or failure
5 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
6 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

7 **FACTUAL ALLEGATIONS**

8 12. Plaintiff began working at The Bay-Nimoy Center in or about September 2016 as
9 a full-time, non-exempt employee. The Bay-Nimoy Center is an unaccredited preschool that is
10 managed, operated and controlled by defendants Temple Israel and Hillside Memorial.

11 13. Plaintiff was employed as a teacher at The Bay-Nimoy Center. However, plaintiff
12 did not have a teaching license or teaching credentials. Plaintiff's job consisted of providing
13 instructions and a safe environment for children who were five years old and younger.

14 14. Plaintiff regularly worked over eight hours a day, and more than forty hours per
15 week, but was not paid an overtime premium for hours worked beyond eight hours in a day or
16 beyond forty hours in a week. Plaintiff was specifically told by her supervisors to put less than
17 eight hours of work per day, and less than forty hours of work per week, on her timesheets. In
18 order to keep her employment, Plaintiff had no choice but to comply with this requirement
19 despite regularly working more hours than those indicated on her timesheets.

20 15. During her employment at The Bay-Nimoy Center, Plaintiff was not given rest
21 breaks, and was required to skip her meal breaks on a regular basis. Plaintiff was not paid for her
22 missed rest and meal breaks.

23 16. Plaintiff was not reimbursed for expenses she incurred as a direct consequence of
24 the discharge of her employment duties. Such expenses included, but were not limited to, the use
25 of her personal cell phone and computer, and home internet.

26 17. Plaintiff did not receive paystubs that complied with Labor Code §226.
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1 18. Plaintiff's employment at The Bay-Nimoy Center ended in or about July 2020.
2 Defendants then failed to pay Plaintiff all wages she was due within the statutory required time
3 period of time. To date, Plaintiff still has not received all the wages she was due.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES DUE (LABOR CODE §§201-202)**

6 **(by Plaintiff against all Defendants)**

7 19. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein
8 and incorporates said paragraphs as though set forth in full in this Cause of Action.

9 20. At all relevant times, Defendants were Plaintiff's employers and/or special
10 employers within the meaning of the Labor Code and Industrial Welfare Commission Order No.
11 4-2001, and are an "employer or other person acting on behalf of an employer" as such term is
12 used in Labor Code section 558.1, and liable to Plaintiff on that basis.

13 21. California Labor Code §201 provides that "[i]f an employer discharges an
14 employee, the wages earned and unpaid at the time of discharge are due and payable
15 immediately..." Plaintiff was terminated by Defendants in or about July 2020. To date,
16 Defendants have not paid Plaintiff all the wages Plaintiff is due.

17 22. California Labor Code §202 provides that "[i]f an employee...quits his or her
18 employment, his or her wages shall become due and payable not later than 72 hours
19 thereafter..." Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th
20 745, Plaintiff alleges that Defendants failed to pay its employees all wages earned at the time of
21 their quitting from Defendants' employment.

22 23. Defendants knowingly and willfully violated the laws, regulations and orders
23 governing the wages of employees as described herewith. Defendants' employees have been
24 deprived of their rightfully earned compensation as a direct and proximate result of Defendants'
25 failure and refusal to pay said compensation. Defendants' employees are entitled to recover such
26 amounts, plus interest thereon, attorneys' fees and costs.

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1 violation of Labor Code §204, Defendants knowingly and willfully refused to perform their
2 obligations to compensate Plaintiff for all wages she earned.

3 32. Pursuant to Labor Code §210, Plaintiff is entitled to recover a penalty of \$100.00
4 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for each
5 subsequent failure to pay each employee all of the wages earned; in addition, pursuant to §210,
6 for each subsequent failure to pay in compliance with Labor Code §204, Plaintiff is entitled to
7 recover an additional amount equal to 25% of the unlawfully withheld wages.

8 33. As a direct and proximate result of Defendants' conduct in violation of Labor
9 Code §204 as alleged above, Plaintiff suffered, and continues to suffer, losses related to the use
10 and enjoyment of wages and lost interest on such wages all to his damage in amounts according
11 to proof at trial.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME COMPENSATION**

14 **(CAL. LABOR CODE §§510, 1194)**

15 **(by Plaintiff against all Defendants)**

16 34. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein
17 and incorporates said paragraphs as though set forth in full in this Cause of Action.

18 35. At all relevant times, Defendants were Plaintiff's employers and/or special
19 employers within the meaning of the Labor Code and Industrial Welfare Commission Order No.
20 4-2001, and are an "employer or other person acting on behalf of an employer" as such term is
21 used in Labor Code section 558.1, and liable to Plaintiff on that basis.

22 36. Labor Code §510 requires employers to pay their non-exempt employees one and
23 one-half times their regular hourly rate (overtime) for time worked in excess of exempt eight
24 hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time)
25 for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their
26 non-exempt employees overtime compensation for the first 8 hours of work done on the seventh
27 consecutive day of work done in any work week, and double-time compensation for any work
28 done beyond the first 8 hours on the seventh consecutive day of work.

1 37. At all relevant times, Defendants failed and refused to pay Plaintiff all the
2 overtime compensation required by Labor Code §510, 8 Code of Regulations §11040, and
3 Industrial Welfare Commission Order No. 4-2001.

4 38. At all relevant times, Defendants required Plaintiff to work more than 8 hours per
5 day and/or more than 40 hours per workweek. Despite this, Defendants failed to pay Plaintiff the
6 requisite overtime wages at all relevant times immediately preceding the filing of this complaint.

7 39. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of
8 Labor Code §510, 8 Code Regulations §11040, and Industrial Welfare Commission Order No. 4-
9 2001.

10 40. Plaintiff has been deprived of his rightfully earned overtime compensation as a
11 direct and proximate result of Defendants' failure and refusal to pay said compensation.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS**

14 **(CAL. LABOR CODE §§226 ET SEQ.)**

15 **(by Plaintiff against all Defendants)**

16 41. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein
17 and incorporates said paragraphs as though set forth in full in this Cause of Action.

18 42. Pursuant to California Labor Code §§226 and 1174, employers have a duty to
19 provide their employees with itemized statements showing total hours worked, hourly wages,
20 gross wages, total deductions and net wages earned. An employer who violates these code
21 sections is liable to its employees for the greater of actual damages suffered by the employee, or
22 \$50 in civil penalties for the initial pay period in which a violation occurred, and \$100 per
23 employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to
24 Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision
25 if the employer fails to provide a wage statement at all.

26 43. In addition thereto, pursuant to California Labor Code §226.3, an employer who
27 willfully violates Labor Code §226 is subject to a \$250 civil penalty for the initial pay period in
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1 which a violation occurred, and \$1,000 per employee for each subsequent pay period, with no
2 maximum.

3 44. At all relevant times, Defendants failed to provide Plaintiff with timely and
4 accurate wage and hour statements showing gross wages earned, total hours worked, all
5 deductions made, net wages earned, dates for wages earned, the name and address of the legal
6 entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and
7 the corresponding number of hours worked at each hourly rate by Plaintiff.

8 45. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code
9 §226.

10 46. This failure has injured Plaintiff, by misrepresenting and depriving her of hour,
11 wage, and earnings information to which she is entitled, causing her difficulty and expense in
12 attempting to reconstruct time and pay records, causing her not to be paid wages she is entitled
13 to, causing her to be unable to rely on earnings statements in dealings with third parties,
14 eviscerating her right under Labor Code §226(b) to review itemized wage statement information
15 by inspecting the employer's underlying records, and deceiving her regarding her entitlement to
16 overtime, meal period, and rest period wages. For the time periods that Plaintiff was not provided
17 with paystubs at all, her aforementioned injuries are presumed as a matter of law.

18 47. Based on Defendants' conduct as alleged herein, Defendants are liable for
19 damages and statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor
20 Code §226.3, and other applicable provisions, as well as attorneys' fees and costs.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE MEAL AND REST PERIODS**

23 **(CAL. LABOR CODE §§226.7, 512)**

24 **(by Plaintiff against all Defendants)**

25 48. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein
26 and incorporates said paragraphs as though set forth in full in this Cause of Action.

27 49. At all relevant times, Defendants were employers and/or special employers within
28 the meaning of the Labor Code and Industrial Welfare Commission Order No. 4-2001, and are

1 an “employer or other person acting on behalf of an employer” as such term is used in Labor
2 Code section 558.1, and liable on that basis.

3 50. California Labor Code §226.7 requires an employer to provide every employee
4 with an uninterrupted rest period of not less than 10 minutes, for every period worked in excess
5 of four hours.

6 51. California Labor Code §512 requires employers to provide every employee with
7 an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work
8 exceeding five hours.

9 52. At all relevant times, Plaintiff regularly worked in excess of five hours per day,
10 and was thereby entitled to take uninterrupted 30-minute meal periods and 10-minute rest
11 periods on each day of work.

12 53. Defendants failed and refused to provide Plaintiff with rest and meal periods, and
13 failed to compensate Plaintiff for missed rest and meal periods, as required by Labor Code
14 §§226.7, 512 and the applicable sections of 8 Code of Regulations §11040 and Industrial
15 Welfare Commission Order No. 4-2001.

16 54. Plaintiff has been deprived of her rightfully earned compensation for rest and
17 meal breaks as a direct and proximate result of Defendants’ failure and refusal to pay said
18 compensation.

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**

21 **(CAL. LABOR CODE §2802)**

22 **(by Plaintiff against all Defendants)**

23 55. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein
24 and incorporates said paragraphs as though set forth in full in this Cause of Action.

25 56. In violation of California Labor Code §2802, Defendants failed to reimburse
26 Plaintiff for expenditures lawfully incurred in the course of her employment with Defendants.
27 Such expenses include, but are not limited to, the use of personal cell phone, computer and
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1 internet in direct consequence of the discharge of her job duties in the course of her employment
2 with Defendants.

3 57. By the aforesaid acts and omissions of Defendants, Plaintiff has been directly and
4 legally caused to suffer actual damages including, but not limited to, the expense of her cell
5 phone and internet bills, and use of her computer.

6 58. As a result of Defendants' failure to reimburse Plaintiff, as alleged herein,
7 Plaintiff is entitled to interest from the date she incurred the expenses, as provided in Labor Code
8 §2802(b). Plaintiff is further entitled to attorneys' fees and costs of suit, as provided in Labor
9 Code §2802(c).

10 **EIGHTH CAUSE OF ACTION**

11 **PRIVATE ATTORNEYS GENERAL ACT**

12 **(CAL. LABOR CODE §2698 ET SEQ.)**

13 **(by Plaintiff against all Defendants)**

14 59. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein
15 and incorporates said paragraphs as though set forth in full in this Cause of Action.

16 60. Under California Labor Code §2699, Plaintiff, as an aggrieved employee, may
17 bring an action against Defendants, on behalf of herself and other current or former employees,
18 seeking statutory civil penalties for Defendants' violations of the California Labor Code.

19 61. Plaintiff was an aggrieved employee within the meaning of Labor Code §2699(a),
20 as Defendants committed multiple California Labor Code violations against her, as previously
21 plead in this Complaint.

22 62. On October 19, 2020, more than 65 calendar days before filing this Complaint,
23 Plaintiff provided written notice by online submission to the Labor and Workforce Development
24 Agency and by certified mail to Defendants of the specific provisions of the California Labor
25 Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3.

26 63. As of the filing of this complaint, Plaintiff has not received any response from the
27 Labor and Workforce Development Agency on its intent to pursue an action against Defendants.
28 Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

1 64. As a direct and proximate result of Defendants' California Labor Code violations
2 as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved
3 employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay
4 period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code
5 sections not expressly providing for a penalty, and civil penalties provided by the specific Labor
6 Code sections that do expressly provide for a penalty.

7 65. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
8 recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

9 **NINTH CAUSE OF ACTION**

10 **UNLAWFUL AND UNFAIR BUSINESS PRACTICES**

11 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE §17200, *ET SEQ.*)**

12 **(by Plaintiff against all Defendants)**

13 66. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein
14 and incorporates said paragraphs as though set forth in full in this Cause of Action.

15 67. At all relevant times alleged herein, Plaintiff was an employee of Defendants and
16 entitled to the benefits and protections of the Business and Professions Code §§17200, *et seq.*

17 68. California Business and Professions Code §§17200, *et seq.* prohibits both
18 unlawful and unfair business practices. Defendants' policies and/or practices outlined herein
19 constitute unlawful and/or unfair business practices. Through the conduct alleged herein,
20 Defendants have engaged in a pattern of unlawful and unfair business practices in violation of
21 Business and Professions Code §§17200, *et seq.*, depriving Plaintiff the rights, benefits, and
22 privileges guaranteed to all employees under law.

23 69. As a result of its unlawful and/or unfair business practices, Defendants have
24 reaped and continue to reap unfair and illegal profits at the expense of Plaintiff. Plaintiff is
25 informed and believes, and thereon alleges that Defendants have engaged in the above described
26 unlawful conduct for their own economic self-interest and as a direct and proximate result,
27 Defendants have increased profits and have otherwise benefited economically from such
28 conduct, which has gained Defendants an unfair competitive advantage over other companies.

1 Accordingly, Defendants should be disgorged of their illegal profits, and Plaintiff is entitled to
2 restitution with interest of such ill-gotten profits in an amount according to proof at the time of
3 trial.

4 **WHEREFORE**, Plaintiff prays for judgment against Defendants and DOES 1 through 50,
5 and each of them, according to proof as follows:

- 6 (1) For waiting time penalties pursuant to Labor Code §§201-203 in the amount to be
7 proven at trial;
- 8 (2) For penalties pursuant to Labor Code §210 in the amount as may be established
9 according to proof at trial;
- 10 (3) For payment of unpaid overtime compensation pursuant to Labor Code §510 and
11 Industrial Welfare Commission Order No. 4-2001, in the amount to be proven at
12 trial;
- 13 (4) For statutory penalties or damages pursuant to Labor Code §226 and §226.3 in the
14 amount to be proven at trial;
- 15 (5) For payment of meal and rest period compensation pursuant to Labor Code §§226.7
16 and 512, in the amount to be proven at trial;
- 17 (6) For reimbursement of necessary business expenses pursuant to Labor Code §2802,
18 in the amount to be proven at trial, plus interest;
- 19 (7) For statutory penalties pursuant to Labor Code §2699(f), in the amount to be proven
20 at trial on behalf of all of Defendants' aggrieved employees;

21 **WHEREFORE**, Plaintiff further prays for judgment against Defendants and DOES 1
22 through 50, and each of them, according to proof as follows:

- 23 (8) For restitutionary disgorgement of profits garnered as a result of Defendants' failure
24 to pay wages and other compensation in accordance with the law;
- 25 (9) Interest on damages as provided by law;
- 26 (10) For costs of suit and attorneys' fees pursuant to the Labor Code and/or any other
27 basis; and
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1 (11) Such other relief as the Court may deem just and proper.
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3 **DEMAND FOR JURY TRIAL**

4 Plaintiff hereby demands trial by jury in this action of all claims asserted against all
5 Defendants as permitted by law.

6
7 Dated: January 19, 2021

LAW OFFICES OF BORIS DALIS

8 By: 
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Boris Dalis, Esq.
Attorneys for Plaintiff