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individually and on behalf of all other AGGRIEVED EMPLOYEES

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

CHRISTINE GONZALEZ-ARELLANO, an) individual, on behalf of herself and all other) AGGRIEVED EMPLOYEES) Plaintiff,) vs.) STARCHILD INTERVENTIONS, a California) Corporation, an individual; and DOES 1) through 100, inclusive,) Defendants.)	Case No. 21STCV10947 COMPLAINT FOR ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ. Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)
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Plaintiff CHRISTINE GONZALEZ-ARELLANO (hereinafter referred to as
“REPRESENTATIVE PLAINTIFF”) alleges as follows:

PARTIES

1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and
was employed by STARCHILD INTERVENTIONS, from on or about February 7, 2020 until on or

1 about June 29, 2020.

2 2. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
3 information and belief, alleges that at all times mentioned herein, STARCHILD
4 INTERVENTIONS is a California Corporation, licensed to do business and actually doing
5 business in the State of California.

6 3. The term “DEFENDANTS” used throughout this Complaint includes all named
7 DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS
8 whether corporate, individual, or otherwise, that are now unknown but are referred to throughout
9 this Complaint as DOES 1 through 100, inclusive.

10 4. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
11 information and belief, alleges that DEFENDANTS are a healthcare provider, specializing in early
12 intervention procedures, and have numerous locations throughout California. Thus,
13 DEFENDANTS are subject to the applicable California laws as alleged throughout this Complaint.

14 5. REPRESENTATIVE PLAINTIFF is unaware of the true names and capacities,
15 whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 100,
16 inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE
17 PLAINTIFF will seek leave of court to amend this complaint to state said DEFENDANTS’ true
18 names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFF is
19 informed and believes, and based thereon alleges, that said fictitiously-named DEFENDANTS are
20 responsible in some manner for the injuries and damages to REPRESENTATIVE PLAINTIFF and
21 the other AGGRIEVED EMPLOYEES as further alleged herein.

22 6. The AGGRIEVED EMPLOYEES worked for all of the DEFENDANTS or for
23 either of the DEFENDANTS as non-exempt, hourly-paid employees. Nothing in this Complaint
24 should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid
25 employees who worked for all DEFENDANTS only.

26 7. The definition of “employer” for purposes of the California Labor Code includes
27 irregular working arrangements, and was specifically drafted in order to prevent evasion and
28 subterfuge of California’s labor laws. To that end, REPRESENTATIVE PLAINTIFF is informed

1 and believes, and based thereon alleges, that DEFENDANTS, including any as of now unknown
2 entities, must be classified as joint-employers for purposes of liability for civil penalties under the
3 Private Attorneys General Act (“PAGA”). As such, DEFENDANTS are each liable for civil
4 penalties for violation of the California Labor Code as to REPRESENTATIVE PLAINTIFF and
5 the other AGGRIEVED EMPLOYEES.

6 8. This is only a Private Attorney General Action Complaint, pursuant to California
7 Labor Code section 2699 et seq., on behalf of REPRESENTATIVE PLAINTIFF and all other
8 persons similarly situated who worked for DEFENDANTS in their California locations as non-
9 exempt, hourly employees (herein collectively identified as “AGGRIEVED EMPLOYEES”) for:

10 (i) Failure to provide employment records in violation of Labor Code sections 226,
11 432, and 1198.5;

12 (ii) failure to pay overtime and double time in violation of Labor Code sections 510 and
13 the applicable Wage Orders;

14 (iii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
15 512(a), and the applicable Wage Orders;

16 (iv) failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194,
17 1197, 1197.1, and the applicable Wage Orders;

18 (v) failure to keep accurate payroll records and provide itemized wage statements in
19 violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders;

20 (vi) failure to pay all wages earned on time in violation of Labor Code section 204;

21 (vii) failure to pay all wages earned upon discharge or resignation in violation of Labor
22 Code sections 201, 202, and 203;

23 (viii) failure to provide basic information at the time of hiring and when employment
24 changes occur in violation of Labor Code section 2810.5(a)(1)(A)-(C) (Wage Theft Prevention
25 Act).

26 (ix) failure to reimburse necessary, business-related expenses in violation of Labor Code
27 sections 2800 and 2802;

28 (x) failure to provide notice of paid sick time and accrual in violation of Labor Code

1 section 246;

2 **VENUE AND JURISDICTION**

3 9. Venue is proper under California Code of Civil Procedure section 395 and under
4 California Government Code section 12965(b), in that REPRESENTATIVE PLAINTIFFS'
5 injuries were incurred within the County of Los Angeles, the actions giving rise to
6 REPRESENTATIVE PLAINTIFFS' Complaint arose within the County of Los Angeles, and
7 DEFENDANTS are located in the County of Los Angeles.

8 10. This Court has jurisdiction over REPRESENTATIVE PLAINTIFFS' claims for
9 civil penalties under the PAGA, California Labor Code sections 2698 *et seq.*

10 **SCOPE**

11 11. The "AGGRIEVED EMPLOYEES" are DEFENDANTS current and former hourly-
12 paid, non-exempt employees, who either were or are employed in the State of California from
13 December 15, 2019 through the date of judgment in this action.

14 **STATEMENT OF FACTS**

15 12. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS as a Quality
16 Assurance Specialist on or about February 7, 2020. DEFENDANTS are California Corporation that
17 operates as a health care provider specializing in early intervention procedures.
18 REPRESENTATIVE PLAINTIFF worked for DEFENDANTS up until on or about June 29, 2020.

19 13. While employed with DEFENDANTS, REPRESENTATIVE PLAINTIFF and other
20 AGGRIEVED EMPLOYEES that REPRESENTATIVE PLAINTIFF seeks to represent in this
21 action, working as non-exempt, hourly-paid employees were regularly required to work off-the-
22 clock, and/or during their rest and/or meal periods.

23 14. REPRESENTATIVE PLAINTIFF filed a PAGA Notice on December 15, 2020 by
24 serving a PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with Labor
25 Code section 2699.3. As of February 18, 2021, 65 Days after REPRESENTATIVE PLAINTIFF's
26 PAGA Notice, REPRESENTATIVE PLAINTIFF has not received correspondence from the
27 LWDA regarding its intent to investigate PLAINTIFF's claims.

28 15. California Labor Code Section 226 provides, "An employer who receives a written

1 or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or
2 former employee [records of hours worked and wages paid]...shall comply with the request as
3 soon as practicable, but no later than 21 calendar days from the date of the request.”

4 16. California Labor Code Section 432 provides, “If an employee signs any instrument
5 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
6 request.”

7 17. California Labor Code Section 1198.5 provides that every employee shall be
8 permitted to inspect and obtain a copy of their personnel records upon request.

9 18. In accordance with the process set out in Labor Code Section 226,
10 REPRESENTATIVE PLAINTIFF requested, in writing by letter via certified first-class mail to
11 DEFENDANTS and regular first-class mail to DEFENDANTS, that DEFENDANTS provide
12 REPRESENTATIVE PLAINTIFF with wage and payroll history, all documents signed by
13 REPRESENTATIVE PLAINTIFF pursuant to Labor Code Section 432, and a copy of
14 REPRESENTATIVE PLAINTIFF’s personnel records pursuant to Labor Code Section 1198.5.

15 19. The time periods provided to DEFENDANTS by Labor Code Sections 226, 432,
16 1198.5 and any other relevant statutes have elapsed since DEFENDANTS received
17 REPRESENTATIVE PLAINTIFF’s correspondence requesting documents pursuant to Labor Code
18 Sections 226, 432, and 1198.5, and a copy of REPRESENTATIVE PLAINTIFF’s personnel
19 records pursuant to Labor Code Section 1198.5. However, DEFENDANTS failed to provide
20 REPRESENTATIVE PLAINTIFF with any of the employment documents to which she is entitled.

21 20. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
22 alleges, that DEFENDANTS failed to provide records in compliance with Labor Code Sections
23 226, 432, and 1198.5 to other AGGRIEVED EMPLOYEES in response to their requests.

24 21. California Labor Code sections 510 and the applicable Wage Orders require
25 employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a
26 week at the rate of at least time-and-one-half (1.5) times their regular rate of pay (“overtime”) for
27 time such worked, and two (2) times their regular rate of pay (“double time”) for such hours
28 worked in excess of 12 hours in a day. “Regular rate” includes all remuneration, including non-

1 discretionary bonuses and incentives.

2 22. During the relevant time period, REPRESENTATIVE PLAINTIFF and other
3 AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours in
4 a workday and/or 40 hours in a workweek.

5 23. DEFENDANTS routinely required REPRESENTATIVE PLAINTIFF and the other
6 AGGRIEVED EMPLOYEES to perform work tasks before and/or after their scheduled shifts,
7 and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence,
8 DEFENDANTS willfully failed to pay REPRESENTATIVE PLAINTIFF and the other
9 AGGRIEVED EMPLOYEES all of the wages to which they were entitled.

10 24. California Labor Code sections 226.7, 512(a), and the applicable Wage Orders
11 require employers to pay employees one (1) additional hour of pay at the employees' regular rate
12 for each work day that a legally compliant meal and/or rest break was not provided. Employers
13 cannot require, cause, or permit an employee to work more than five (5) hours per day without
14 providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday,
15 employers are required to either provide a second, uninterrupted 30-minute meal break or pay
16 employees an additional one (1) hour of pay at the employees' regular rate. If the employer fails to
17 properly record a valid meal period, it is presumed that no meal period was provided. Furthermore,
18 no employer shall require an employee to work during any rest period. Rest periods requirements
19 are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4)
20 hours, or major fraction thereof, that employee worked.

21 25. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFF and other
22 AGGRIEVED EMPLOYEES with the required rest and meal break periods. REPRESENTATIVE
23 PLAINTIFF and other AGGRIEVED EMPLOYEES were routinely required to work through these
24 periods instead, because of understaffing, inadequate coverage, unreasonably high workload and
25 expectations, and/or other actions, inactions, or decisions made by and within the sole control and
26 discretion of DEFENDANTS.

27 26. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked
28 shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more

1 without a second meal break, due to understaffing, inadequate coverage, unreasonably high
2 workload and expectations, and/or other actions, inactions, or decisions made by and within the
3 sole control and discretion of DEFENDANTS.

4 27. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
5 alleges, that any purported appearance of meal and rest break compliance is because
6 DEFENDANTS systematically and routinely clocked out for and/or otherwise altered the
7 timekeeping records of REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
8 in an attempt to hide the aforementioned infractions. DEFENDANTS, knowingly and contrary to
9 law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods
10 that were never taken and/or were legally non-compliant, and/or otherwise falsified or altered
11 timekeeping records.

12 28. DEFENDANTS knew, or should have known, that their behavior caused
13 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES to work through the
14 above-described meal and/or rest periods. As a company-wide policy, DEFENDANTS still chose
15 not to pay meal and rest period premiums required by law.

16 29. California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers
17 to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended
18 by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

19 (1) For any employer who employs 26 or more employees:

20 (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.

21 (B) From January 1, 2018, to December 31, 2018, \$11 per hour.

22 (C) From January 1, 2019, to December 31, 2019, \$12 per hour.

23 (D) From January 1, 2020, to December 31, 2020, \$13 per hour.

24 (E) From January 1, 2021, to December 31, 2021, \$14 per hour.

25 (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

26 (2) For any employer who employs 25 or fewer employees:

27 (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.

28 (B) From January 1, 2019, to December 31, 2019, \$11 per hour.

1 (C) From January 1, 2020, to December 31, 2020, \$12 per hour.

2 (D) From January 1, 2021, to December 31, 2021, \$13 per hour.

3 (E) From January 1, 2022, to December 31, 2022, \$14 per hour.

4 (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

5 30. The minimum wage standard applies to each hour employees worked for which they
6 were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee
7 is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in
8 an average hourly wage above minimum wage.

9 31. As alleged throughout this Complaint, due to the company-wide failures of
10 DEFENDANTS, REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
11 forced to work off-the-clock before and/or after their scheduled work shifts, and/or during rest
12 breaks, and/or during meal breaks. DEFENDANTS failed to pay REPRESENTATIVE
13 PLAINTIFF and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified
14 timekeeping records to hide this fact.

15 32. California Labor Code 226(a) requires employers to create and provide to
16 employees true and accurate employment records. California Labor Code section 226(e) provides
17 that if an employer fails to furnish an employee with same, the employee is entitled to recover the
18 greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each
19 subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any
20 employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and
21 \$1,000 per employee for each subsequent violation.

22 33. California Labor Code 1174(d) requires employers to keep payroll records showing
23 hours worked, and wages paid to and/or number of piece-rate units earned, for all employees.
24 California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain
25 same.

26 34. California Labor Code section 1198 provides that maximum hours and standard
27 conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant
28 to the applicable Wage Order, employers must keep accurate records of when employees begin and

1 end each work period and each meal period.

2 35. DEFENDANTS knowingly provided employees with records that do not meet the
3 statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and
4 accurately document, among other things, employees off-the-clock work. As a result,
5 DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by
6 REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES.

7 36. The statements in question are deficient in many other ways, including, but not
8 limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers
9 of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate,
10 failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID
11 properly, failure to list the full legal name and address of the employer, failure to list inclusive
12 dates for which employees are paid, failure to provide employees with the ability to easily access
13 wage statements and get hard copies at no expense to the employee, and/or failure to state all hours
14 worked as a result of off-the-clock work.

15 37. DEFENDANTS willfully failed to maintain accurate payroll records for
16 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES as a result of
17 DEFENDANTS failure to accurately record employees rest breaks, and/or meal breaks, and/or off-
18 the-clock work. DEFENDANTS failure makes it impossible for REPRESENTATIVE PLAINTIFF
19 and other AGGRIEVED EMPLOYEES to accurately determine the extent of their underpayment,
20 thereby causing further injuries to each of them.

21 38. California Labor Code section 204 requires that all wages earned, other than those
22 due upon termination, be paid on time as defined by the statute.

23 39. As a result of the numerous company-wide failures of DEFENDANTS as described
24 throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and
25 other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to: minimum
26 wages, overtime wages, and/or double time wages within the statutorily required time period.

27 40. California Labor Code sections 201, 202, and 203 provide that employees who are
28 terminated are due all wages earned immediately. Employees who resign their employment without

1 giving 72-hours' notice are due all wages earned within 72 hours of their resignation. Employees
2 who resign their employment giving 72-hours' notice are entitled to all wages earned at the time
3 their resignation becomes effective.

4 41. DEFENDANTS terminated their employment relationship with
5 REPRESENTATIVE PLAINTIFF on June 29, 2020. Accordingly, REPRESENTATIVE
6 PLAINTIFF was due all wages earned immediately.

7 42. When REPRESENTATIVE PLAINTIFF finally received EMPLOYEE's final
8 paycheck, that final paycheck was legally deficient in that it did not account for all wages earned
9 despite DEFENDANTS knowing that such wages were due to REPRESENTATIVE PLAINTIFF.
10 Due to the company-wide failures of DEFENDANTS as described throughout this Complaint,
11 DEFENDANTS similarly failed to pay other AGGRIEVED EMPLOYEES timely wages upon
12 their discharge or resignation.

13 43. Codified in California Labor Code section 2810.5, California's Wage Theft
14 Protection Act requires employers to provide employees with basic information at the time of
15 hiring and when changes occur to their employment. The Wage Theft Protection Act provides that
16 an employee must be furnished with written notice of, at the time of hiring; rate of pay (including
17 overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and
18 allowances claimed such as meal or lodging. This notice must include a statement that the
19 employee can accrue and use sick leave, has the right to request and use paid sick leave, may not
20 be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a
21 complaint against any employer who does so retaliate.

22 44. DEFENDANTS hired REPRESENTATIVE PLAINTIFF on or about February 7,
23 2020, and REPRESENTATIVE PLAINTIFF continued to work for DEFENDANTS until on or
24 about June 29, 2020. During that time, changes, including, but not limited to, raises, promotions,
25 title changes, relocations, and new and additional assignments were earned by and/or assigned to
26 REPRESENTATIVE PLAINTIFF. As a result of each of these, changes occurred to
27 REPRESENTATIVE PLAINTIFF's employment as defined by Labor Code 2810.5(a)(1)(A)-(C)
28 and the Wage Theft Prevention Act.

1 45. When hired and each time such changes to REPRESENTATIVE PLAINTIFF and
2 other AGGRIEVED EMPLOYEES employment occurred, DEFENDANTS were required to
3 furnish documents to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
4 with such basic information and written notice of, among other things, their rate of pay (including
5 overtime), their right to accrue and request paid sick leave, and their right to file a complaint
6 against DEFENDANTS should they infringe upon such rights. DEFENDANTS failed to furnish
7 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES with such written
8 notices as required.

9 46. California Labor Code Sections 2800 and 2802 require that an employer indemnify
10 employees for all necessary expenditures or losses incurred by the employee in direct consequence
11 of the discharge of their duties.

12 47. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
13 directed and expected to incur personal expenses on behalf of DEFENDANTS while performing
14 their job duties. Such personal expenses include, but are not limited to: use of personal cell phone,
15 travel expenses, and parking expenses. REPRESENTATIVE PLAINTIFF and the other
16 AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job duties
17 absent incurring these personal expenses. DEFENDANTS failed to indemnify
18 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for all necessary
19 expenditures or losses accordingly.

20 48. California Labor Code section 246 provides that an employee who works for the
21 same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a
22 rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the
23 commencement of employment. Employers must provide employees with written notice setting the
24 amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage
25 statements (as described in Labor Code section 226) or in a separate writing accompanying such
26 wage statements.

27 49. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS on or about
28 February 7, 2020 and worked for DEFENDANTS until on or about June 29, 2020.

1 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked for
2 DEFENDANT for more than 30 days, triggering the protections of Labor Code section 246 as
3 described above. Nevertheless, DEFENDANTS failed to furnish upon REPRESENTATIVE
4 PLAINTIFF and other AGGRIEVED EMPLOYEES, either on itemized wage statements or in a
5 separate writing accompanying such wage statements, the amount of sick leave available to
6 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES.

7 50. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave
8 that should have been paid to REPRESENTATIVE PLAINTIFF and other AGGRIEVED
9 EMPLOYEES but for DEFENDANTS failure to properly institute and/or adhere to a legally
10 compliant paid sick leave program. REPRESENTATIVE EMPLOYEE is informed and believes,
11 and based thereon alleges, that these practices were experienced and continue to be experienced by
12 the other AGGRIEVED EMPLOYEES.

13 **FIRST CAUSE OF ACTION**

14 **(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)**

15 **(By REPRESENTATIVE PLAINTIFF Against DEFENDANT(S) and Does 1 through 10,**
16 **inclusive)**

17 51. REPRESENTATIVE PLAINTIFF incorporates by reference the allegations
18 contained in each of the preceding paragraphs and each and every part thereof with the same force
19 and effect as though fully set forth herein.

20 52. PAGA expressly establishes that any provisions of the California Labor Code which
21 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
22 divisions, commissions, boards, agencies or employees for a violation of the California Labor
23 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
24 himself or herself, and other current or former employees.

25 53. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
26 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
27 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
28 penalty.

1 54. REPRESENTATIVE PLAINTIFF and the other hourly-paid or non-exempt
2 employees, are “AGGRIEVED EMPLOYEES” within the meaning of California Labor Code
3 section 2699(c) as they are all current or former employees of DEFENDANT, and one or more of
4 the alleged violations was committed against them.

5 **Failure to Provide Employment Records**

6 55. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF and other
7 AGGRIEVED EMPLOYEES with employment records constitutes unlawful and/or unfair activity
8 and is prohibited by California Labor Code 226, 432, and 1198.5.

9 **Failure to Pay Overtime / Double Time**

10 56. DEFENDANTS failure to pay legally required overtime and double time wages to
11 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES is in violation of the
12 Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code
13 sections 510 and 1198.

14 **Failure to Provide Meal and Rest Periods**

15 57. DEFENDANTS failure to provide legally required meal and rest periods to
16 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
17 and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the
18 applicable Wage Orders.

19 **Failure to Pay Minimum Wages**

20 58. DEFENDANTS failure to pay legally required minimum wages to
21 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
22 and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1,
23 and the applicable Wage Orders.

24 **Failure to Keep Accurate and Provide Itemized Wage Statements**

25 59. DEFENDANTS failure to keep accurate and provide itemized wage statements to
26 Plaintiff and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity
27 prohibited by California Labor Code section 226(a), 1174(d), and 1198.

28 ///

1 **Failure to Timely Pay Wages During Employment**

2 60. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
3 and other AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or
4 unfair activity prohibited by California Labor Code section 204.

5 **Failure to Timely Pay Wages Upon Termination**

6 61. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
7 and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair
8 activity prohibited by California Labor Code sections 201, 202, and 203.

9 **Failure to Provide Information Required by the Wage Theft Prevention Act**

10 62. DEFENDANTS failure to provide basic information to REPRESENTATIVE
11 PLAINTIFF and other AGGRIEVED EMPLOYEES related to the conditions of their pay and their
12 rights regarding sick leave constitutes unlawful and/or unfair activity prohibited by California
13 Labor Code section 2810.5(a)(1)(A)-(C).

14 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

15 63. DEFENDANTS failure to reimburse REPRESENTATIVE PLAINTIFF and other
16 AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes
17 unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

18 **Failure to Provide Notice of Paid Sick Time and Accrual**

19 64. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF and other
20 AGGRIEVED EMPLOYEES that works for DEFENDANTS for more than 30 days with written
21 notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their
22 itemized wage statements or in a separate writing accompanying such statements constitutes
23 unlawful and/or unfair activity prohibited by California Labor Code section 246.

24 65. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFF,
25 individually, and on behalf of all AGGRIEVED EMPLOYEES, requests and is entitled to recover
26 penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully
27 described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor
28 Code section 218.5, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalties provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes, including, but not limited to, penalties pursuant to California Labor Code 558(a).

66. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the AGGRIEVED EMPLOYEES.

67. Further, REPRESENTATIVE PLAINTIFF is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

THEREFORE, REPRESENTATIVE PLAINTIFF and the individuals he seeks to represent request relief as described below:

PRAYER

THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against DEFENDANTS, and Does 1 through 100, and each of them, as follows:

1 1. Statutory attorneys' fees and costs under PAGA and California Code of Civil
2 Procedure Section 1021.5;

3 2. Statutory penalties under PAGA;

4 3. Costs of suit; and

5 4. Such further relief as the Court deems just and proper.

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7 Dated: March 22, 2021

HAIG B. KAZANDJIAN LAWYERS, APC.

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9 By: /s/ Haig B. Kazandjian

10 Haig B. Kazandjian, Esq.,
11 Cathy Gonzalez, Esq.,
12 Kevin Crough, Esq.,
13 Attorneys for Plaintiff CHRISTINE
14 GONZALEZ-ARELLANO, individually
15 and on behalf of other AGGRIEVED
16 EMPLOYEES
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