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

IDA JAMTS,

Plaintiff,

vs.

COMPONENT HOUSING SYSTEMS USA)
 INC.; TONY FAMILY DEVELOPMENT)
 CENTER; TONY BORGES and DOES 1 to)
 25, inclusive,

Defendants.

CASE NO.: **21STCV16352**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO PROVIDE REST BREAKS;**
- 10) FAILURE TO PROVIDE MEAL BREAKS;**
- 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 12) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 13) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, IDA JAMTS (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants COMPONENT HOUSING SYSTEMS USA INC.; TONY FAMILY DEVELOPMENT CENTER; TONY BORGES and DOES 1 to 25, inclusive, (hereinafter collectively known as “Defendants” or “CHS”), do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant COMPONENT HOUSING SYSTEMS USA INC., is a California Corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Defendant TONY FAMILY DEVELOPMENT CENTER is a California Non-Profit Corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

5. Defendant TONY BORGES is an individual, who at all relevant times and on

1 information and belief resided in Los Angeles County, California. Plaintiff is informed and
2 believes that Defendant TONY BORGES was acting on behalf of and was the managing agent
3 and owner of COMPONENT HOUSING SYSTEMS USA INC. and TONY FAMILY
4 DEVELOPMENT CENTER, and was also Plaintiff's main supervisor. Plaintiff is informed
5 and believes and thereon alleges that TONY BORGES controlled the wages, hours and
6 working conditions of Plaintiff and other aggrieved employees and is being included in this
7 lawsuit pursuant to Labor Code Section 558.1.
8

9 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
10 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
11 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
12 defendants, numbers 1 to 25, reside in the State of California and are in some manner
13 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
14 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
15 and capacities of these fictitiously named defendants.
16

17 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
18 that information and belief, alleges that at all times herein mentioned, each of the remaining
19 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
20 under the authority of their agency, employment, or representative capacity, with the consent
21 of his/her codefendants.
22

23 **GENERAL ALLEGATIONS**

24 8. Plaintiff started working for CHS on or around May 1, 2020 in the Marketing
25 Department (including social media) for both Component Housing Systems USA Inc. and
26 Tony Family Development Center. Her employment ended on December 1, 2020.

27 9. At the start of her employment, Plaintiff was classified as a salaried, exempt employee
28 and was promised \$5,000 per month. That number was then changed to \$3500 per month. That

1 number was then changed to \$500 per month on a salary basis.

2 10. It is Plaintiff's position that CHS misclassified Plaintiff as a salaried, exempt employee
3 because she did not meet the Salary Test and was not paid enough under California law to be
4 considered a salaried, exempt employee. As such, Plaintiff should have been classified as an
5 hourly, non-exempt employee, who was entitled to overtime pay as well as statutory meal and
6 rest periods. It also important to note that there was no formal timekeeping policy in place.

7 11. Based on the above, it is Plaintiff's position that CHS has violated the following Labor
8 Code Sections against Plaintiff and other similarly situated aggrieved employees, who include
9 all exempt (who were misclassified as such) and non-exempt employees who worked for CHS
10 in the State of California during the relevant PAGA period.

11 12. CHS violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay
12 Plaintiff and other similarly situated aggrieved employees for all hours worked, including the
13 statutory minimum wage for all hours worked and for "off the clock" work. This is so because
14 Plaintiff would often work from 9am to 5pm or later, Monday through Saturday, however, she
15 was only compensated \$500 per month for her work, which falls grossly under the state minimum
16 wage. Moreover, Plaintiff would also stay late (past 5pm) and would report to work on Sundays
17 as well. As such, CHS clearly violated California law by paying Plaintiff at a wage rate far less
18 than the minimum and for "off the clock" hours as well.

19 13. Due to the above "off the clock" violations, CHS also violated Labor Code §510 because
20 it failed to pay Plaintiff and other aggrieved employees overtime compensation, even though
21 they worked more than 8 hours per day and/or 40 hours per week throughout their employment.
22 Plaintiff and other aggrieved employees' actual work hours entitled them to overtime
23 compensation, however, CHS did not compensate its employees with any overtime pay as
24 overtime compensation was not part of company policy.

25 14. CHS also violated Labor Code § 226.7 and the appropriate Industrial Welfare
26 Commission Wage Order because it failed to provide Plaintiff and other similarly situated
27 aggrieved employees with 10-minute rest periods for every four hours of work, or majority
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1 portion thereof, throughout their employment. CHS did not completely relieve Plaintiff and
2 others of all duty during said rest periods. CHS did not pay to Plaintiff and others one additional
3 hour of pay at Plaintiff's regular rate of compensation for each workday that one or more
4 statutory rest periods was not provided. It was not part of the company policy for employees
5 such as Plaintiff to take rest breaks. The concept of rest breaks was never discussed with
6 employees nor was it ever implemented as it was not company policy. As such, the culture as
7 well as the policies and procedures of CHS did not lend itself to the employees receiving
8 statutory rest breaks wherein they were relieved of all work duties. The environment at CHS was
9 not conducive to receiving statutory rest breaks under California law and timely, statutory rest
10 breaks were not authorized or enforced.

11 15. CHS violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission
12 Wage Order because it failed to provide hourly, non-exempt employees, including Plaintiff and
13 others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work
14 throughout their employment. CHS did not completely relieve Plaintiff and other employees of
15 all duty during said meal periods. CHS did not pay to Plaintiff and its hourly, non-exempt
16 employees one additional hour of pay at their regular rate of compensation for each workday that
17 one or more statutory meal periods was not provided. The hourly, non-exempt employees would
18 often not be able to receive their meal periods before the 5th hour worked. Like the rest breaks,
19 receiving a thirty-minute uninterrupted and timely meal break was not part of the company
20 culture and was not enforced by CHS. Furthermore, any argument by CHS that the employees
21 signed an "On Duty Meal Period Agreement" would not hold water since the nature of their job
22 did not prevent them from being relieved of all work duties. Consequently, it was the normal
23 practice and custom of CHS not to authorize, permit, and enforce timely statutory meal periods.

24 16. Furthermore, during the relevant time period and based on the above, CHS failed to pay
25 Plaintiff and others all wages due to them within any time period specified by California Labor
26 Code section 204. In fact, Plaintiff was paid \$500 on a monthly basis, instead of being paid at
27 least twice per month per Labor Code Section 204.
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1 17. CHS was also in violation of California Labor Code section 226(a), by failing to include
2 pertinent information on the wage statements, including but not limited to, the full and correct
3 name of the legal employer, along with the employer's correct legal address, all hours worked
4 (including "off the clock" hours and overtime), all applicable hourly rates in effect, the correct
5 identifying information for each employee, gross wages earned, net wages earned, premium pay
6 for the missed meal and rest breaks, the correct start and end of the pay period, and all deductions,
7 among others. As such, CHS did not provide Plaintiff and other similarly situated aggrieved
8 employees with complete, accurate itemized wage statements. In fact, CHS did not provide
9 Plaintiff and other aggrieved employees with any pay stubs whatsoever.
10

11 18. During the relevant time period, CHS also failed to keep accurate and complete payroll
12 records showing the actual hours worked per day and the wages paid to Plaintiff and others
13 pursuant to California Labor Code sections 1174(d).

14 19. CHS also violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
15 similarly situated aggrieved employees earned and due wages upon separation of employment,
16 either immediately upon involuntary termination, or within 72 hours of resignation. These earned
17 but unpaid wages include compensation for all hours worked, including minimum wages,
18 overtime compensation, and premium pay for missed meal and rest breaks.

19 20. During the relevant time period, Plaintiff and other aggrieved employees incurred
20 necessary, business-related expenses and costs that were not reimbursed by CHS. These costs
21 include, but are not limited to, use of personal phones for business-related purposes as Plaintiff
22 utilized her personal cell phone to effectuate almost all of her work duties. Accordingly, CHS
23 was in violation of California Labor Code sections 2800 and 2802.

24 21. Moreover, CHS failed to provide sick pay pursuant to Labor Code section 246 and also
25 failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved employees
26 in violation of Labor Code Section 3700.5.

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FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 4-2001/1-2001, California Code of Regulations Title 8 Section 11040/11010, and California Labor Code Section 1198)

(Plaintiff against all named defendants and all DOE defendants)

22. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 21, inclusive, of this Complaint as though fully set forth herein.

23. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order 1-2001, California Code of Regulations, Title 8, Section 11010.

24. For the three (3) years preceding filing of this action, Defendants failed to compensate Plaintiff for all hours worked.

25. Under the aforementioned wage order and regulations, Plaintiff is to recover compensation for all hours worked but not paid by Defendants for the three (3) years preceding the filing of this Complaint.

26. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable attorney's fees and costs of suit.

28. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs which will equal an amount known to Plaintiff once she has obtained all of her payroll records from

Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all named defendants and all DOE defendants)

29. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 28, inclusive, of this Complaint as though fully set forth herein.

30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title 8, Section 11040, subdivision 4 and/or Wage Order No. 1-2001, codified at California Code of Regulations, Title 8, Section 11010, subdivision 4.

31. Pursuant to IWC Wage Order no. 4-2001 and/or 1-2001, subdivision 2(K)/2(G), at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so..."

32. During her employment, Plaintiff was regularly required as a matter of uniform policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid less than the minimum wage rate by Defendants for hours worked in violation of California Labor Code Section 1197 and the applicable California Industrial Wage Commission wage order(s).

33. Plaintiff was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants to believe that their acts or omissions were not contrary to California law.

34. For all hours worked by Plaintiff for which she was paid less than the minimum wage

1 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
2 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
3 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
4 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

5 35. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME**

10 **(California Industrial Welfare Commission Order 4-2001/1-2001, California Code of**
11 **Regulations Title 8 Section 11040/11010)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 36. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

15 37. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
16 Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 1-2001,
17 California Code of Regulations, Title 8, Section 11010, for the period of Plaintiff's
18 employment, Defendants were required to compensate Plaintiff for all overtime, which is
19 calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of
20 eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for
21 hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on
22 the seventh consecutive workday in a week.

23 38. Plaintiff was a non-exempt employee entitled to the protections of the California
24 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
25 Section 11040 and/or California Industrial Welfare Commission Order No. 1-2001, California
26 Code of Regulations, Title 8, Section 11010.

27 39. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
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single workweek on numerous occasions.

40. Plaintiff worked more than twelve (12) hours in a single workday.

41. Plaintiff was entitled to the above overtime premiums.

42. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

43. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

44. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular rate of pay for hours worked past twelve (12) in a day.

45. Plaintiff worked at least one pay period in which she was not properly paid overtime within the three (3) years prior to the initiation of this lawsuit.

46. Defendants know or should know the actual dates of overtime worked, the amount of overtime worked, and the amount of unpaid overtime due.

47. As a proximate result of Defendants' violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of Regulations, Title 8, Sections 11040 and/or 11010, Plaintiff is entitled to recover damages for the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus reasonable attorney's fees and costs of suit.

49. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff against all named defendants and all DOE defendants)

1 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

3 51. Pursuant to California Labor Code Section 226, every employer must furnish each
4 employee an itemized statement of wages and deductions at the time of payment of wages.

5 52. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
6 that accurately reflected all information required by Labor Code Section 226, including but not
7 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
8 the employee (regular and overtime), all deductions, premium pay for missed rest breaks
9 and meal breaks, correct employee identifying information, the correct start and end of the pay
10 period, all applicable hourly rates, correct legal name and address of the employer, and
11 business expense reimbursement. Therefore, Defendants failed to maintain and provide
12 accurate itemized wage statements to Plaintiff in accordance with California Labor Code
13 Section 226(a).

14 53. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
15 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
17 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
18 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
19 the 1-year period immediately preceding the date this lawsuit was filed.

20 54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
21 sustained damages, including loss of earnings, in an amount to be established at trial. As a
22 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
23 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
24 and attorney's fees pursuant to statute.

25 55. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
27 trial.
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FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

56. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 55, inclusive, of this Complaint as though fully set forth herein.

57. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

58. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

59. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

60. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

62. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

63. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at

trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

64. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

65. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

66. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

67. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours and the minimum wage as well as premiums for missed rest breaks and meal breaks.

68. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent she was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

69. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 558

(California Labor Code Section 558)

(Plaintiff against all named defendants and all DOE defendants)

70. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

71. California Labor Code Section 558 states that any person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was filed.

72. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus, Defendants are subject to civil penalties under the following laws:

- a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular and overtime wages for overtime hours worked. As such, Defendants violated Section 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each subsequent violation for each pay period for which Plaintiff was underpaid in addition to an amount sufficient to recover underpaid wages.
- b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for relief associated with Plaintiff's prosecution of this cause of action under California Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not paying Plaintiff for her overtime hours worked and for all hours worked.
- c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's

1 fees for relief associated with Plaintiff's prosecution of this cause of action under
2 California Labor Code Sections 200, et seq.

3 73. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due
4 under the statutes, regulations, and wage orders alleged in this cause of action along with any
5 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

6 74. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
7 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

8 **EIGHTH CAUSE OF ACTION**

9 **FAILURE TO MAINTAIN ACCURATE RECORDS**

10 **(California Labor Code Section 1174(d))**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 75. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 74, inclusive, of this Complaint as though fully set forth herein.

14 76. Labor Code section 1174(d) requires that employers, including Defendants, maintain
15 accurate records showing the hours worked daily by its employees and to whom wages were
16 paid.

17 77. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
18 employer, including Defendants, to keep accurate information with respect to each one of their
19 employees including, but not limited to, the total wages paid each payroll period, and time
20 records showing when the employee begins and ends each work period, meal periods, split
21 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
22 the applicable rates of pay.

23 78. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
24 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
25 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
26 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the
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1 applicable rates of pay, and total wages earned for the payroll period.

2 79. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
3 continues to suffer substantial losses related to Defendants' failure to record and maintain
4 records of meal and rest periods as well as time records.

5 80. Plaintiff seeks all available remedies for Defendants' violations including, but not
6 limited penalties, and costs to the extent permitted by law and according to proof at trial.

7 **NINTH CAUSE OF ACTION**

8 **FAILURE TO GIVE REST BREAKS**

9 **(Plaintiff against all named defendants and all DOE defendants)**

10 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

12 82. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 13 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
14 11010(12)(A), which provide that every employer shall authorize and permit all
15 employees to take rest periods, which insofar as practicable shall be in the middle of
16 each work period. The authorized rest period time shall be based on the total hours
17 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
18 fraction thereof;
- 19 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
20 11010(12)(B), which provides that if an employer fails to provide an employee a
21 rest period in accordance with the applicable provisions of this order, the employer
22 shall pay the employee one (1) hour of pay at employee's regular rate of
23 compensation for each workday that the rest period is not provided;
- 24 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
25 11010(20)(A), which penalizes the employer \$50.00 for each initial violation, per
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employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

83. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

84. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

85. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

86. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

TENTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

87. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 86, inclusive, of this Complaint as though fully set forth herein.

2 88. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 3 a. California Labor Code section 512(a), which requires that employees be given a 30-
4 minute uninterrupted meal break after five (5) hours of work, and a second
5 uninterrupted meal break after ten (10) hours of work;
- 6 b. California Labor Code section 226.7, which states that (a) no employer shall require
7 any employee to work during any meal period mandated by an applicable order of
8 the Industrial Welfare Commission, and (b) if any employer fails to provide an
9 employee a meal period in accordance with an applicable order of the Industrial
10 Welfare Commission, the employer shall pay the employee one (1) additional hour
11 of pay at the employee's regular rate of compensation for each workday that the
12 meal period is not provided;
- 13 c. California Industrial Welfare Commission Order No. 4 and/or 1 section 11(A) and
14 (D), as codified under Title 8 of the California Code of Regulations Section 11040
15 and/or 11010, which state that if an employer fails to provide an employee a meal
16 period in accordance with the applicable provisions of the Wage Order, the
17 employer shall pay the employee one (1) hour of pay at the employee's regular rate
18 of compensation for each workday that the meal period is not provided;
- 19 d. California Industrial Welfare Commission Wage Order No. 4 and/or 1 Section
20 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
21 11040 and/or 11010, which require an employer to maintain records documenting
22 its employees' meal periods;
- 23 e. California Industrial Welfare Commission wage order No. 4 and/or 1 Section
24 20(A), as codified under California Code of Regulations Section 11040 and/or
25
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1 11010, which penalizes the employer \$50.00 for each initial violation, per
2 employee, of any provision of the Wage Order, and \$100.00 for each additional
3 violation thereafter per employee; and

- 4 f. California Labor Code section 1171 and 1173, which have given the California
5 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
6 and/or 1) as enforceable law.

7
8 89. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
9 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
10 to take a second relieved meal break after ten (10) hours of work, as required by California
11 law. California Labor Code section 512(a) and California Industrial Welfare Commission
12 Order No. 4 and/or 1, as codified under California Code of Regulations Sections 11040 and/or
13 11010 et. seq., require that employees receive uninterrupted meal periods every five (5) hours
14 of consecutive work, and that the meal period be at least 30 minutes in length, wherein
15 employee is relieved of all work duty. California Labor Code section 226.7 provides that
16 employers may not require their employees to work through their meal periods. California
17 Labor Code section 226.7 and California Code of Regulations section 11040 and/or 11010
18 require that if the employer fails to provide the employee with an uninterrupted meal period,
19 the employer must pay the employee one (1) hour of pay for each workday that the meal period
20 is not given.
21

22 90. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
23 regulations, and wage orders alleged in this cause of action along with any allowable interest,
24 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
25 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
26

27 91. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
28 fees as well as interest under Labor Code section 218.6.

1 92. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4
5 **ELEVENTH CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT**

7 **Individual and Representative Claim for PAGA penalties under California Labor Code**
8 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558,**
9 **1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)**

10 **(Against All Named Defendants and all DOE Defendants)**

11 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

13 94. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
14 Defendants of the specific violations of the California Labor Code that Defendants
15 and DOE defendants have violated and continue to violate.

16 95. Pursuant to California Labor code section 2699.3, no response was received from the
17 LWDA within 65 days of the postmark date of the above-alleged letter.

18 96. Plaintiff therefore has exhausted all administrative remedies required of her under
19 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
20 cause of action and pursue penalties in a representative action for Defendants' violations of the
21 Labor Code.

22 97. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
23 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
24 departments, divisions, commissions, boards, agencies, or employees for violation of the code
25 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
26 on behalf of himself or herself and other current or former employees pursuant to the
27 procedures specified in California Labor Code section 2699.3.
28

1 98. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
2 violator and had one or more of the alleged violations committed against her, and therefore is
3 properly suited to represent the interests of other current and former employees, including both
4 exempt employee (who were misclassified) as well as hourly, non-exempt employees who
5 worked for Defendants in California during the PAGA period.

6 99. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
7 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
8 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

9 100. Plaintiff therefore has exhausted all administrative remedies required of her under
10 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
11 cause of action and pursue penalties in a representative action for Defendants’ violations of the
12 Labor Code.

13 101. California Labor Code section 2699 et seq. imposes penalties upon culpable
14 Defendants for violating the Labor Code.

15 102. California Labor Code section 558 establishes a civil penalty as follows: Any
16 employer or other person action on behalf of an employer who violates, or causes to be
17 violated, a section of this chapter or any provision regulating hours and days of work in any
18 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
19 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
20 dollars (\$50) for each underpaid employee for each pay period for which the employee was
21 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
22 employee for each pay period for which the employee was underpaid ...;

23 103. Plaintiffs seek penalties for Defendants’ misconduct as alleged herein as permitted by
24 law, but only those penalties that are required to be shared with the LWDA as Plaintiffs are not
25 seeking individual/victim specific relief or underpaid wages under this particular cause of
26 action.

27 104. Specifically, Plaintiffs seek penalties under California Labor Code section 2699, for
28 the following:

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (nos. 4 and/or 1) violated based on the facts alleged in this Complaint.

105. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against all Named Defendants and DOE Defendants, and each of them)

106. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 105, inclusive, of this Complaint as thought fully set forth herein.

107. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

108. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing her job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to, use of personal phones for business-related purposes as Plaintiff utilized her personal cell phone to effectuate almost all of her work duties.

109. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorney's fees and costs, under Labor Code section 2802.

THIRTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code Section 17200)

(Plaintiff against All Named Defendants and all DOE defendants)

110. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.

111. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitute unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

112. Defendants' violations of California labor laws constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved employees.

113. For the four years preceding the filing of this action, Plaintiff has suffered damages and request damages and/or restitution of all monies and profits to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as follows:

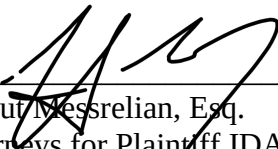
1. For compensatory damages including lost past wages, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount according to proof;
4. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
5. For damages and penalties against Defendants under Labor Code section 226 for Plaintiff in an amount subject to proof at trial;
6. For damages and penalties pursuant to Labor Code section 203 against Defendants in an amount subject to proof at trial;
7. For maximum civil penalties available under the Labor Code and applicable Wage

Order against Defendants as described more particularly in the Complaint,
and representative PAGA claims;

8. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
9. For the imposition of civil penalties and/or statutory penalties;
10. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and
11. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
12. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
13. Costs and expenses of suit incurred herein;
14. For all interest as allowed by law;
15. For such other and further relief as the Court deems just and proper.

DATED: April 22, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff IDA JAMTS

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DATED: April 22, 2021

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff IDA JAMTS