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

ADRIENNE WILLIAMS, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

LORI'S ADULT RESIDENTIAL FACILITY,
a California corporation; QUALITY
RESIDENTIAL CARE, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV10346

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§
1194, 1194.2, 1197);**
- (2) **FAILURE TO PAY ALL OVERTIME
WAGES OWED (LABOR CODE §§
204, 510, 558, 1194, 1198);**
- (3) **FAILURE TO PROVIDE MEAL
PERIODS (LABOR CODE §§ 226.7,
512, 558);**
- (4) **FAILURE TO AUTHORIZE AND
PERMIT ALL PAID REST PERIODS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **FAILURE TO REIMBURSE
EMPLOYEES FOR NECESSARY**

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 25 2021

Sherri B. Carter, Executive Office/Clerk
By: , Deputy

EXPENDITURES (LABOR CODE § 2802);

(6) FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT (LABOR CODE §§ 201-203);

(7) FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (LABOR CODE § 226 *et seq.*);

(8) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); and

(9) CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACTION OF 2004 (LABOR CODE § 2698 *et seq.*)

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Adrienne Williams (hereinafter “Plaintiff”) on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action (“FAC”) against Lori’s Adult
3 Residential Facility a California Corporation; Quality Residential Care, a California corporation, and
4 DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this FAC for
7 recovery of unpaid wages and penalties under California Business and Professions Code § 17200 *et seq.*,
8 Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802,
9 2698 *et seq.*, and Industrial Welfare Commission Wage Order 5 (“Wage Order 5”), in addition to seeking
10 declaratory relief and restitution. This FAC is brought pursuant to California Code of Civil Procedure §
11 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code because the
12 amount in controversy exceeds this Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County
16 of Los Angeles. Defendants own, maintain offices, transact business, have an agent or agents within the
17 County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and Defendants
18 are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was and currently is, a California resident. During the four years immediately preceding the
22 filing of the lawsuit in this action and within the statute of limitations periods applicable to each cause of
23 action pled herein, Plaintiff was employed by Defendants as an hourly, non-exempt employee. Plaintiff
24 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money and/or
25 property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226 *et seq.*, 226.7,
26 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, California Business and
27 Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 5, which sets
28 employment standards for the health care industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years

preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business by providing supervised residential care facilities for adults with developmental disabilities, and employed Plaintiff and other, similarly-situated non-exempt, hourly employees within Los Angeles County and the state of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Defendants operate adult residential care facilities throughout Los Angeles County, providing supervised residential living options and support for adults with developmental disabilities

10. Plaintiff was employed by Defendants in an hourly, non-exempt position of Direct

1 Support Worker from approximately September 2020 through February 2021. Plaintiff worked at
2 Defendants' facilities or "houses" including the Los Angeles house and the Carson house.

3 11. During Plaintiff's employment with Defendants, Plaintiff routinely worked in excess of
4 eight hours in a workday and in excess of forty hours in anyone workweek, but she did not receive
5 overtime compensation equal to one-and-one half times her regular rate of pay for all overtime hours
6 worked, in violation of Wage Order 5, § 3(A)(2). In addition, Plaintiff routinely worked in excess of 48
7 hours in workweek and 16 hours in a workday, but she did not receive overtime compensation equal to
8 two times her regular rate of pay for all hours worked in excess of 48 hours in the workweek and in
9 excess of 16 hours in a workday, in violation of Wage Order 5, § 3(A)(2).

10 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided all legally
11 required meal periods due to Defendants' meal period policies and practices, which fail to provide 30-
12 minute duty free first meal periods before the end of the fifth hour of work and fail to provide second
13 duty-free 30-minute meal periods for shifts of over 10.0 hour in violation of California. Further,
14 Defendants did not provide meals to Plaintiff free of charge. As a result, Defendants failed to provide
15 Plaintiff and other non-exempt employees with all required meal periods or premium wages as required
16 by Labor Code § 226.7 in lieu thereof. Upon information and belief, for at least a portion of the class
17 period, Defendants did not have any mechanism for paying meal period premiums owed per Labor Code
18 § 226.7 for those instances where a legally compliant meal period was not provided to their non-exempt
19 employees.

20 13. Throughout Plaintiff's employment with Defendant, Plaintiff was not authorized and
21 permitted to take all required rest periods due to Defendants' failure to maintain rest period
22 policies/practices that comply with California law. Specifically, Defendants failed to authorize and
23 permit Plaintiff and other non-exempt hourly employees with all rest periods in compliance with
24 California law. Despite the fact that Plaintiff and other non-exempt, hourly employees worked in excess
25 of 3.5 hours a shift and frequently worked 16-hour shifts, Defendants' policy and/or practice failed to
26 authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Moreover,
27 Defendants failed to compensate Plaintiff with the required rest period premium for each workday in
28 which she experienced a rest period violation as mandated by Labor Code § 226.7. Upon information
and belief, Defendants did not have any mechanism for paying rest period premiums owed per Labor

Code § 226.7 for those instances where Defendants did not authorize and permit their non-exempt employees to take all legally required rest periods.

14. Defendants also failed to adequately reimburse Plaintiff and Class Members for all reasonable and necessary work expenditures, including but not limited to use of personal vehicles to travel between Defendants' facilities or houses during the same workday. Defendants also failed to account for all miles driven by Plaintiff for business purposes.

15. During Plaintiff's employment with Defendants, Defendants issued facially deficient wage statements that failed to display total gross wages earned, total hours worked, all deductions, and/or the net wages earned during the pay period in that it appears that Defendants unlawfully split the hours worked by Plaintiff during the same pay period into two different wage statements, with one wage statement being issued by Defendant Quality Residential and one wage statement being issued by Lori's Adult Residential Facility. As a result, Plaintiff and the non-exempt hourly employees were not provided with accurate, itemized wage statements in violation of Labor Code § 226. As a further result of Defendants' failure to pay all overtime and minimum wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

16. As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants failed to pay all wages owed to Plaintiff upon her separation of employment from Defendants.

CLASS ACTION ALLEGATIONS

17. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all Defendants' current and former non-exempt employees in California who were subjected to Defendants' timekeeping policies/practices, during the four years immediately preceding the filing of the lawsuit through the present.
- b. The Overtime Class consists of all Defendants' current and former non-exempt employees in California who: (i) worked more than eight hours per day and/or forty hours per week; (ii) who worked more than 16 hours per day and/or 48 hours per week; and/or (iii) were subjected to Defendants' timekeeping policies/practices, during the four years

immediately preceding the filing of the lawsuit through the present.

- c. The Meal Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours; and (ii) who worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the lawsuit through the present.
- d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of the lawsuit through the present.
- e. The Employee Expense Class consists of all Defendants' current and former non-exempt employees in California who were not adequately reimbursed for their use of personal vehicles in connection with their employment with Defendants, during the four years immediately preceding the filing of the lawsuit through the present.
- f. The Wage Statement Class consists of: (i) all members of the Overtime Class, and/or Minimum Wage Class, who received a wage statement, and/or (ii) all of Defendants' current and former non-exempt employees in California who received a wage statement, during the one year immediately preceding the filing of the lawsuit through the present.
- g. The Waiting Time Class consists of all formerly employed members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who separated their employment from Defendants in the three years immediately preceding the filing of the lawsuit to the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes and Subclasses are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Overtime and Minimum Wage Classes for all hours actually worked;
- ii. Whether Defendants violated the applicable Labor Code provisions including, but not limited to §§ 510 and 1194 by requiring overtime work and not paying for said work according to the overtime laws of the State of California;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants' policies and/or practices regarding reasonable and necessary business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of their separation of employment were lawful.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping, overtime, and meal and rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

21. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the FAC. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all minimum and overtime wages, was not provided all required meal

1 periods, was not authorized and permitted to take all required rest periods, was not provided legally
2 compliant wage statements, and did not receive all final wages owed to her upon her separation of
3 employment with Defendants.

4 22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
5 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
6 attorneys are ready, willing and able to fully and adequately represent the members of the Classes and
7 Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in
8 state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of
9 the members of the Classes.

10 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
11 important public interest in establishing minimum working conditions and standards in California. These
12 laws and labor standards protect the average working employee from exploitation by employers who
13 have the responsibility to follow the laws and who may seek to take advantage of superior economic and
14 bargaining power in setting onerous terms and conditions of employment. The nature of this action and
15 the format of laws available to Plaintiff and members of the Classes make the class action format a
16 particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee
17 were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable
18 advantage since they would be able to exploit and overwhelm the limited resources of each individual
19 plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the
20 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
21 employees who would be disinclined to file an action against their former and/or current employer for
22 real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment.
23 Further, the prosecution of separate actions by the individual class members, even if possible, would
24 create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual
25 class members against Defendants herein; and which would establish potentially incompatible standards
26 of conduct for Defendants; and/or legal determinations with respect to individual class members which
27 would, as a practical matter, be dispositive of the interest of the other class members not parties to
28 adjudications or which would substantially impair or impede the ability of the class members to protect
their interests. Further, the claims of the individual members of the Class are not sufficiently large to

warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5.

26. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

27. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and members of the Minimum Wage Class seek penalties pursuant to Wage Order 5 § 20(A); interest pursuant to California Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 218.5 and 1194 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

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SECOND CAUSE OF ACTION
FAILURE TO PAY ALL OVERTIME WAGES
(AGAINST ALL DEFENDANTS)

28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to all overtime wages and compensation for hours worked, and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

30. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3(A) requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of eight hours per workday and/or in excess of forty hours of work in the workweek. Wage Order 5, § 3 also requires an employer to pay an employee two times the employee’s regular rate of pay for work in excess of twelve hours each work day and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Wage Order 5, § 3(A)(2) also requires an employer to pay an employee two times the employee’s regular rate of pay for work in excess of 16 hours each work day and/or for work in excess of 48 hours in the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the Overtime Pay Class one and one half times their regular rate of pay for such hours and/or two times the employee’s regular rate of pay for such hours.

31. Defendants’ policy/practice of requiring overtime work and not paying at the proper overtime rates for said work violates Labor Code §§ 204, 210, 216, 510, 558, 1194, and 1198; and Wage Order 5.

32. The foregoing policies/practices alleged herein are unlawful and create entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid amount of overtime wages, including interest thereon, statutory penalties, civil penalties, attorneys’ fees, and costs of suit pursuant to Labor Code §§ 204, 210, 216, 510, 558, 1194, and 1198; Wage Order 5, Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

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THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

35. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and Wage Order 5, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. Wage Order 5, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

38. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

39. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENDITURES**
3 **(AGAINST ALL DEFENDANTS)**

4 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 41. Based on information and belief, Defendants required Plaintiff and members of the
6 Employee Expense Class to use their personal vehicles for business purposes, but failed to provide
7 adequate reimbursement. Defendants failed to provide any expense reimbursements to the Class members
8 at all.

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

13 43. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code
14 § 2802, Plaintiff and members of the Employee Expense Class were damaged in sums, which will be
15 shown according to proof.

16 44. Plaintiff and members of the Employee Expense Class are entitled to attorneys’ fees and
17 costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

18 45. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary
19 expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members
20 of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they
21 incurred the necessary expenditure.

22 **SIXTH CAUSE OF ACTION**

23 **WAGE STATEMENT VIOLATIONS**
24 **(AGAINST ALL DEFENDANTS)**

25 46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly
27 and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of
28 the Wage Statement Class with complete and accurate wage statements with respect to their actual regular
hours worked, total gross wages earned, all rates of pay, total net wages earned, and failed to list the name

and/or address of the legal entity that was the employer in violation of Labor Code § 226 *et seq.*

48. Defendants' failures in furnishing Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, confusion, the non-payment of all earned minimum and overtime wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

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

SEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

51. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

52. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Penalty Class all final wages due to them at their separation from employment, including, unpaid minimum and overtime wages.

53. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

54. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

1 55. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled to
2 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

3 **EIGHTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(AGAINST ALL DEFENDANTS)**

6 56. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 57. Defendants have engaged and continue to engage in unfair and/or unlawful business
8 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing
9 to properly pay all minimum and overtime wages, by failing to provide all required meal and rest periods
10 or pay premium payments for non-compliant meal and rest periods, failing to reimburse employees for
11 business expenditures, and failing to pay all final wages owed to employees upon their separation from
12 employment with Defendants.

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

18 59. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein,
19 Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as
20 necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by
21 Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

22 60. The acts complained of herein occurred within the last four years immediately preceding
23 the filing of the lawsuit in this action.

24 61. Plaintiff was compelled to retain the services of counsel to file this court action to protect
25 her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants'
26 current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has
27 thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under
28 Code of Civil Procedure § 1021.5.

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1 **NINTH CAUSE OF ACTION**

2 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 **(AGAINST ALL DEFENDANTS)**

4 62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 63. Defendants have committed several Labor Code violations against Plaintiff and other
6 aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et*
7 *seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against
8 Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of
9 California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not
10 limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
11 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure
12 to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation
13 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period;
14 (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code §
15 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each
16 subsequent violation per employee per pay period for those violations of the Labor Code for which no
17 civil penalty is specifically provided, based on the following Labor Code violations:

- 18 a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and
19 other aggrieved employees the statutory minimum wage for all hours worked;
- 20 b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff
21 and other aggrieved employees all overtime compensation earned;
- 22 c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally
23 required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved
24 employees;
- 25 d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally
26 required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved
27 employees;
- 28

- 1 e) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved
2 employees with accurate and compliant itemized wage statements;
- 3 f) Defendants violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved
4 employees all earned wages at least twice during each calendar month;
- 5 g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of
6 Plaintiff and other aggrieved employees;
- 7 h) Defendant violated Labor Code § 2802 by failing to reimburse Plaintiff and other aggrieved
8 employees for all necessary expenditures incurred; and
- 9 i) Defendants violated Labor Code § 203 by failing to pay Plaintiff and other aggrieved
10 employees for all wages owed at the time of their separation of employment.

11 64. On March 17, 2021, Plaintiff notified Defendants via certified mail, and the California
12 Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the
13 California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor
14 Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 63 (a)-
15 (i). Attached hereto as **Exhibit A** is a true and correct copy of the March 17, 2021 correspondence. Now
16 that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has
17 exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys
18 General Act with respect to these violations.

19 65. Plaintiff was compelled to retain the services of counsel to file this court action to protect
20 her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties
21 owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to
22 receive under California Labor Code § 2699.

23 **PRAYER**

24 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this
25 suit is brought against Defendants, as follows:

- 26 1. For an order certifying the proposed Classes;
- 27 2. For an order appointing Plaintiff as representative of the Classes;
- 28 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;

1 4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and
2 penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

3 5. Upon the Second Cause of Action, for compensatory, consequential, general and special
4 damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

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

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

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

11 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;

12 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor
13 Code §203;

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

17 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
18 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a)
19 and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
20 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor
21 Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2)
22 \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code §
23 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent
24 violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial
25 violation and \$200.00 for each subsequent violation per employee per pay period for those violations of
26 the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations
27 cited in Paragraph 63 (a)-(i) above;

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

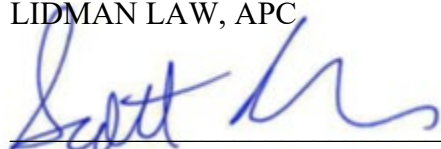
1 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5
2 226, 1194 *et seq.*, 2802(c), and Code of Civil Procedure § 1021.5; and

3 15. For such other and further relief the Court may deem just and proper.

4
5 Dated: May 25, 2021

Respectfully submitted,
LIDMAN LAW, APC

6
7 By:


Scott M. Lidman
Attorneys for Plaintiff
ADRIENNE WILLIAMS

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

11
12 Dated: May 25, 2021

Respectfully submitted,
LIDMAN LAW, APC

13
14 By:

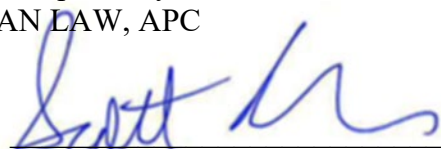

Scott M. Lidman
Attorneys for Plaintiff
ADRIENNE WILLIAMS

EXHIBIT A

EXHIBIT A

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 17, 2021

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Quality Residential Care
c/o Lori Talley, Agent for Service of Process
550 Carson Plaza Drive, Suite 126
Carson, CA 90746

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Lori's Adult Residential Facility
c/o Lori Talley, Agent for Service of Process
550 Carson Plaza Drive, Suite 126
Carson, CA 90746

Re: *Adrienne Williams v. Lori's Adult Residential Facility, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Adrienne Williams in claims arising from her employment with Lori's Adult Residential Facility, a California corporation and Quality Residential Care, a California corporation, ("Defendants"). Ms. Williams is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq.* due to Defendants' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, if the LWDA decides not to investigate, Ms. Williams intends to pursue a lawsuit on behalf of other "aggrieved employees", which should be considered to include all current and former hourly employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Defendants operate adult residential care facilities throughout Los Angeles County, providing supervised residential living options and support for adults with developmental disabilities.

Ms. Williams was employed by Defendants in an hourly, non-exempt position of Direct Support Worker from approximately September 2020 through February 2021. Ms. Williams worked at Defendants' facilities or "houses" including the Los Angeles house and the Carson house.

During Ms. Williams' employment with Defendants, Ms. Williams routinely worked in excess of eight hours in a workday and in excess of forty hours in any workweek, but she did not receive overtime compensation equal to one-and-one half times her regular rate of pay for all overtime hours

worked, in violation of Wage Order 5, § 3(A)(2). In addition, Ms. Williams routinely worked in excess of 48 hours in a workweek and 16 hours in a workday, but she did not receive overtime compensation equal to two times her regular rate of pay for all hours worked in excess of 48 hours in the workweek and in excess of 16 hours in a workday, in violation of Wage Order 5, § 3(A)(2).

Throughout Ms. Williams' employment with Defendants, Ms. Williams was not provided all legally required meal periods due to Defendants' meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work and fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hour in violation of California law. Further, Defendants did not provide meals to Ms. Williams free of charge. As a result, Defendants failed to provide Ms. Williams and other non-exempt employees with all required meal periods or premium wages as required by Labor Code § 226.7. Upon information and belief, for at least a portion of the class period, Defendants did not have any mechanism for paying meal period premiums owed per Labor Code § 226.7 for those instances where a legally complaint meal period was not provided to their non-exempt employees.

Throughout Ms. Williams' employment with Defendant, Ms. Williams was not authorized and permitted to take all required rest periods due to Defendants' failure to maintain rest period policies/practices that comply with California law. Specifically, Defendants failed to authorize and permit Ms. Williams and other non-exempt, hourly employees with all rest periods in compliance with California law. Despite the fact that Ms. Williams and other non-exempt, hourly employees worked in excess of 3.5 hours a shift and frequently worked 16-hour shifts, Defendants' policy and/or practice failed to authorize and permit all rest periods for every four hours worked, or major fraction thereof. Moreover, Defendants failed to compensate Ms. Williams with the required rest period premium for each workday in which she experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants did not have any mechanism for paying rest period premiums owed per Labor Code § 226.7 for those instances where Defendants did not authorize and permit their non-exempt employees to take all legally required rest periods.

Defendants also failed to adequately reimburse Ms. Williams and other non-exempt, hourly employees for all reasonable and necessary work expenditures, including but not limited to use of their personal vehicles to travel between Defendants' facilities or houses during the same workday. Defendants also failed to account for all miles driven by Ms. Williams for business purposes.

During Ms. Williams' employment with Defendants, Defendants issued facially deficient wage statements that failed to display total gross wages earned, total hours worked, all deductions, and/or the net wages earned during the pay period in that it appears that Defendants unlawfully split the hours worked by Ms. Williams during the same pay period into two different wage statements, with one wage statement being issued by Defendant Quality Residential and one wage statement being issued by Lori's Adult Residential Facility. As a result, Ms. Williams and the other non-exempt hourly employees were not provided with accurate, itemized wage statements in violation of Labor Code § 226. As a further result of Defendants' failure to pay all overtime and minimum wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Williams.

As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants failed to pay all wages owed to Ms. Williams upon her separation of employment from Defendants.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Minimum Wage Violations

Defendants were required to pay Ms. Williams and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 5, § 4. Ms. Williams and other aggrieved employees were not paid for all hours worked due to Defendants' timekeeping policies and practices. As alleged above, During Ms. Williams' employment with Defendants, Ms. Williams routinely worked in excess of eight hours in a workday and in excess of forty hours in anyone workweek, but she did not receive overtime compensation equal to one-and-one half times her regular rate of pay for all overtime hours worked, in violation of Wage Order 5, § 3(A)(2). In addition, Ms. Williams routinely worked in excess of 48 hours in workweek and 16 hours in a workday, but she did not receive overtime compensation equal to two times her regular rate of pay for all hours worked in excess of 48 hours in the workweek and in excess of 16 hours in a workday, in violation of Wage Order 5, § 3(A)(2).

Overtime Violations

Defendants were required to pay Ms. Williams and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, during Ms. Williams' employment with Defendants, Ms. Williams routinely worked in excess of eight hours in a workday and in excess of forty hours in a workweek, but she did not receive overtime compensation equal to one-and-one half times her regular rate of pay for all overtime hours worked, in violation of Wage Order 5, § 3(A)(2). In addition, Ms. Williams routinely worked in excess of 48 hours in workweek and 16 hours in a workday, but she did not receive overtime compensation equal to two times her regular rate of pay for all hours worked in excess of 48 hours in the workweek and in excess of 16 hours in a workday, in violation of Wage Order 5, § 3(A)(2).

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Williams and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. Throughout Ms. Williams' employment with Defendants, Ms. Williams was not provided all legally required meal periods due to Defendants' meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work and fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hour in violation of California. Further, Defendants did not provide meals to Ms. Williams free of charge. As a result, Ms. Williams and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails

to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.""). Although Ms. Williams was not provided with all legally-compliant meal periods to which she was entitled, Defendants failed to compensate Ms. Williams and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendants also failed to authorize and permit Ms. Williams and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As alleged above, Defendants failed to authorize and permit Ms. Williams and other non-exempt hourly employees with all rest periods in compliance with California law. Despite the fact that Ms. Williams and other non-exempt, hourly employees worked in excess of 3.5 hours a shift and frequently worked 16-hour shifts, Defendants' policy and/or practice failed to authorize and permit all rest periods for every four hours worked, or major fraction thereof. As such, Ms. Williams and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Williams and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, in violation of Labor Code § 226 *et seq.* Defendants' failure to furnish Ms. Williams and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendants' reported data.

Failure to Reimburse Business Expenses

Defendants failed to reimburse Ms. Williams and other aggrieved employees for necessary work expenses, including, but not limited to, use of personal vehicles to travel between Defendants' facilities or houses during the same workday. Defendants also failed to account for all miles driven by Ms. Williams for business purposes. Defendants' policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5 § 9, and Labor Code § 2802 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Ms. Williams and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

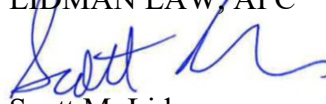
Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendants failed to timely pay Ms. Williams and other similarly aggrieved employees all of their final wages at the time of separation, which included, among other things, all minimum and overtime wages, as well as meal and rest period premium wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to Ms. Williams and similarly aggrieved employees was willful and, consequently, entitles Ms. Williams and other similarly aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Ms. Williams will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Williams' own investigation, and on information and belief, Defendants committed the following Labor Code violations:

- a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Williams and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Williams and other aggrieved employees all overtime compensation earned;
- c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Williams and other aggrieved employees;
- d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Williams and other aggrieved employees;
- e) Defendants violated Labor Code § 226 by failing to furnish Ms. Williams and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendants violated Labor Code § 204 by failing to pay Ms. Williams and other aggrieved employees all earned wages at least twice during each calendar month;
- g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Williams and other aggrieved employees;
- h) Defendant violated Labor Code § 2802 by failing to reimburse Ms. Williams and other aggrieved employees for all necessary expenditures incurred; and
- i) Defendants violated Labor Code § 203 by failing to pay Ms. Williams and other aggrieved employees for all wages owed at the time of their separation of employment.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On May 25, 2021, I served the foregoing document(s) described as:
FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT on the interested party(ies) in this action as follows:

Landegger Rivas Verano & Davis, ALC
Arthur Connors, Esq. (arthur@landeggeresq.com)
Kristina Kourasis, Esq. (kristina@landeggeresq.com)
Alfred Landegger, Esq. (alfred@landeggeresq.com)
Roxana Verano, Esq. (roxana@landeggeresq.com)
15760 Ventura Boulevard, Suite 1200
Encino, CA 91436
Phone: (818) 986-7561
Fax: (818) 986-5147

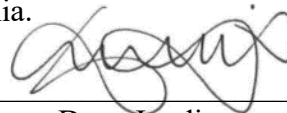
Attorneys for Defendants
LORI'S ADULT RESIDENTIAL FACILITY and
QUALITY RESIDENTIAL CARE

☐ (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

☒ (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service address(es) listed above by transmission to Case Anywhere.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 25, 2021 at El Segundo, California.



Dana Joudi