

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Steven Kleifield

WINSTON LAW GROUP, P.C.

David S. Winston, Esq. CA Bar No. 301667

david@employmentlitigators.com

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Phone: (424) 288-4568

Fax: (424) 532-4062

Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANDREA ISABEL CLAROS REYES AKA
ISABEL CLAROS, an individual,

PLAINTIFF,

v.

MATIAN LAW GROUP INC., a California
Corporation, NEGAR MATIAN, an
individual, and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: **21STCV13572**

**INDIVIDUAL AND PAGA
REPRESENTATIVE COMPLAINT FOR:**

1. Failure to Pay Minimum Wages In Violation of Labor Code §§ 1194 and 1194.2
2. Failure to Pay Overtime Wages In Violation of Labor Code § 510
3. Failure to Provide Lawful Meal Periods And Pay Meal Period Premiums Pursuant to Labor Code §§ 226.7 and 512; IWC Wage Order No. 15-2001
4. Failure to Provide Lawful Rest Periods And Pay Rest Period Premiums Pursuant to Labor Code § 226.7; IWC Wage Order No. 15-2001
5. Waiting Time Penalties Pursuant to Labor Code Section 203
6. Unfair Competition in Violation of Business & Professions Code § 17200
7. Retaliation In Violation of Labor Code § 98.6
8. Retaliation In Violation of Labor Code § 1102.5
9. Wrongful Termination In Violation of Public Policy
10. Wrongful Constructive Termination Of Employment In Violation Of Public Policy
11. Intentional Infliction of Emotional Distress
12. Penalties Pursuant to PAGA for violations of Labor Code §§ 98.6, 201, 202, 203, 204, 210, 226.7, 226.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well as IWC Wage Order No. 15-2001

DEMAND FOR JURY TRIAL

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. Plaintiff Andrea Isabel Claros Reyes aka Isabel Claros (“Plaintiff” or “Isabel”), an individual, complains of Defendants Matian Law Group Inc. and Negar Matian and the Doe Defendants (“Defendants”) and each of them, as follows.

2. California Employment Attorney and Defendant Negar Matian and Defendant Matian Law Group jointly employed Plaintiff Andrea Isabel Claros Reyes from in or around 2007 until in or around February 10, 2021.

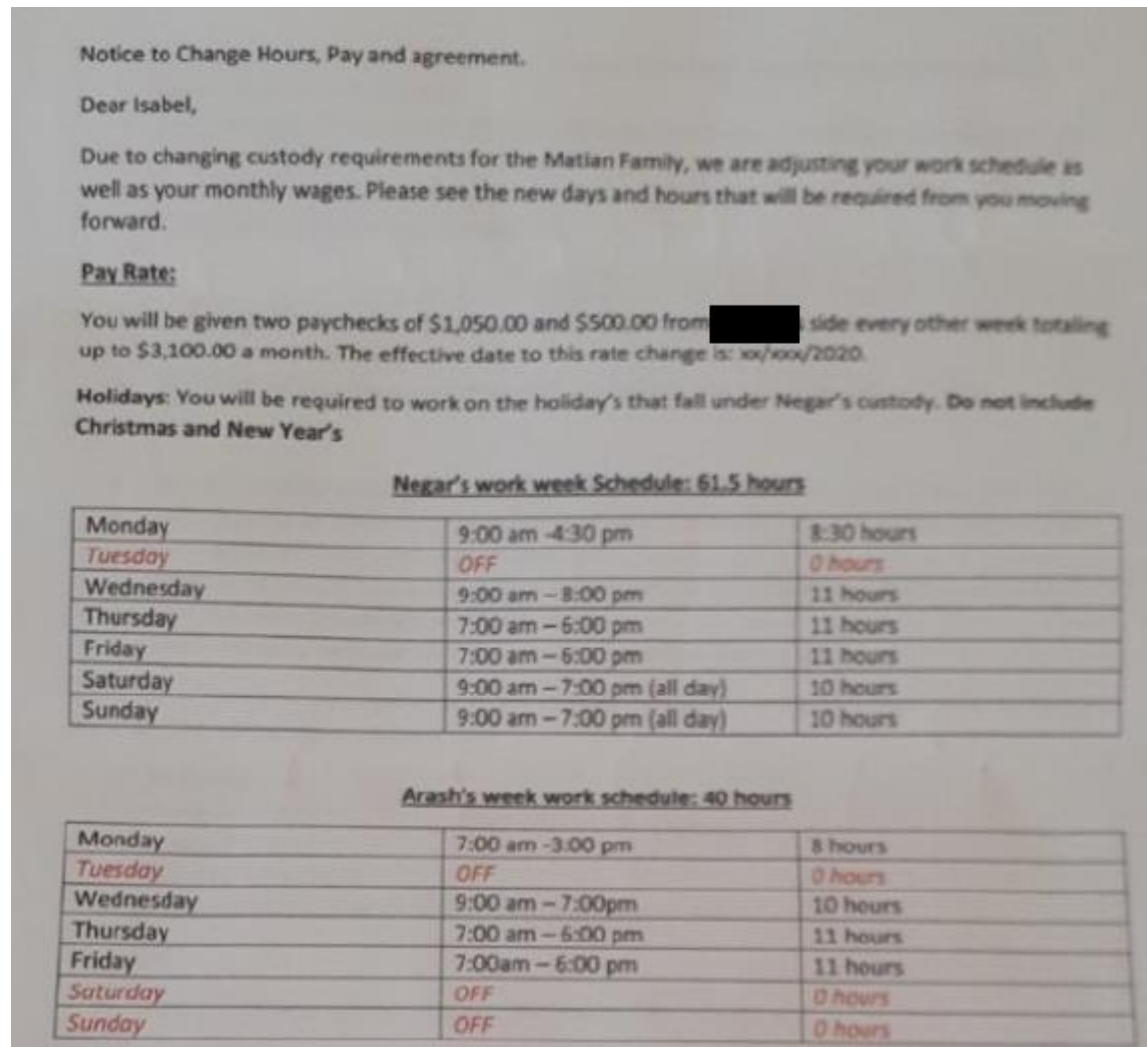
3. This case concerns a California Employment Attorney who shockingly made no effort whatsoever to follow California’s employment laws, including paying her employee even half of the minimum wage or providing meal or rest breaks despite forcing Plaintiff to regularly work shifts in excess of sixteen (16) hours and twenty (20) hours per day. Instead, Defendant Negar Matian, who is a California licensed attorney who practices employment law treated Plaintiff as a modern-day indentured servant by paying her a daily wage rate resulting in earnings of between four (4) years prior to the filing of the Complaint to in or around January 2019 of approximately \$5.18 per hour to \$6.47 per hour.¹ In January 2019 to April 2020, Defendants gave Plaintiff a “raise” below the minimum wage to approximately² \$5.53 to \$6.91 per hour.

4. In or around April 2020, after Plaintiff found another position and decided to leave Defendants, who are an employment attorney and employment law firm, finally agreed to provide a Plaintiff another “raise” that not only actually reduced her wages from approximately \$775 per week to approximately \$715.43 per week, but did not provide for any overtime wages and still resulted in minimum wage violations. Specifically, Defendants agreed to provide Plaintiff with “two paychecks of \$1,050 per month and \$500.00 that it proposed to pay through the paycheck of another employee that it claimed would result in a salary of \$3,100 a month. This resulted in an

¹ During this period, Plaintiff usually worked between sixteen (16) to twenty (20) hours per day and was paid according to the following schedule regardless of the number of hours that she worked: \$100.00 per day Monday-Friday, \$75 on Saturday, and \$150 on Sunday.

² During this period, Plaintiff usually worked between sixteen (16) to twenty (20) hours per day and was paid according to the following schedule regardless of the number of hours that she worked: \$100.00 per day Monday-Saturday and \$175 on Sunday.

1 approximate pay rate of between \$5.11 to \$6.40 per hour or \$715.00 per hour. Of course, despite
2 the fact that Defendant Negar Matian is an employment attorney and her law firm/alter ego
3 Matian Law Group Inc. represents employers, she did not even pay her own employee half of the
4 minimum wage rate then in effect in California (\$13.00) or in Los Angeles (\$14.00 prior to July
5 2020):



Also i want a schedule wich i will following now on. And i want get paid by check not through [REDACTED] paycheck.

5. It is important to note that no work schedule was actually set as evidenced by the above text complaining about the lack of a set work schedule later in 2021, and that even if Defendants attempt to construe this as a work schedule, it still would have resulted in pay below

1 California and Los Angeles' minimum wage and still does not provide for a single dollar of
2 overtime pay.

3 6. Even more egregiously, Defendants reduced Plaintiff's wages to a paltry \$1,000.00
4 per month in or around February 2021, which results in an hourly rate of between \$1.67 to \$2.08
5 per hour or less.

6 7. Plaintiff also brings a number of claims based upon Defendants' collective
7 egregious violations of the California Labor Code as well as claims for retaliation and wrongful
8 termination. In addition to grossly underpaying Plaintiff and openly flaunting California's
9 employment laws, California Employment Attorney Negar Matian and her law firm Matian Law
10 Group, Inc. knowingly permitted her third-party, live-in boyfriend Derek to harass her. This
11 includes, but is not limited to, allowing Derek to remain in the working environment after he told
12 Plaintiff "she needed to go back to her country," wiped a bag of literal dog poop on Plaintiff's
13 face, and was violent and aggressive towards Plaintiff and tried to hit Plaintiff.

14 8. Even more incredulously, Defendants Negar Matian and Matian Law Group, Inc.
15 fired Plaintiff because of the substandard working conditions as well as the issues caused by
16 Derek's unlawful conduct in the workplace and the resulting hostile and unsafe work environment
17 it created for Plaintiff. When Plaintiff found a new position and quit in April 2020, Defendants
18 Negar Matian and Matian Law Group Inc. agreed to take measures to protect Plaintiff from Derek
19 and limit her contact with him and convinced her to stay.

20 9. Unfortunately, after nearly a year passed Defendants Negar Matian and Matian
21 Law Group, Inc. decided that Derek mattered more to them than Plaintiff's safety or protecting
22 her from the hostile working conditions it created by Derek, including the fact that he tried to hit
23 Plaintiff, leading to Plaintiff's ultimate termination in or around February 2021—See next page
24 for written complaint made by Plaintiff to Kellie Sheehan:

Kelly I'm so sorry . I'm tired talking about the same thing. The last time that I talked whit Mrs. Negar I couldn't said to her everything because she star yelling at me because is the way that she use to talk and make the people understand to her. She keep doing what her boyfriend said He doesn't want me in this house . She doesn't fired me because she doesn't have money for pay me . She fired me because she promised to her boyfrien and his kids to do it. She did the rules to keep them downstairs an not come to the firsrt floor I didn't ask her to put restriccion to him, the situation for her is chaotic and i understand that but she created it because she promised me keep him away from me and in the other side promise him to fired me. I know that because i heard them fight for the same reason: because i'm still in the house. To avoid this kind of situation I decided leave this house in april 2020 and i give her 2 weeks notice in advance and she accepted. Because I feels I cannot live with the person that yelled at me and try to hit me more than once. He did it infront of her. She's counsious about that And she begun calling her friend's telling them that her boyfriend isn't aggressive that he just defend himself wich is not true.

Now the rules has changed and they are allowed to be around the house I don't feel safe with them around the rooms. When i answered the first time i did not mentioned that because i did not accepted the fact that they are allowed in the rooms area. I was shocked when you explained me that they are going to sleep in the kids rooms.

Given that i'm not going to accept the new agreement i just accepted what i wrote, the last thing i told to Mrs Negar was that i'm going to forget all what we talked about and i'm going back till the day she fired me, so I need the termination letter and a reference letter wich i have asked you on Monday when you told me if that if i accept the agreement for \$1,000 you will give me my job back but if

10. Defendants cannot plausibly argue that any issues existed with Plaintiff's job performance as Negar Matian provided Plaintiff with a reference letter wherein she stated that Plaintiff "is truly a hardworker; loving nanny and **I would recommend her to any family**"—letter on the next page:

///

///

///

///

///

///

Dear To whom it may concern,:

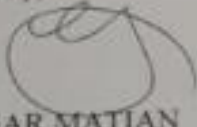
Let this serve as a Letter of Recommendation for Ms. Isabel Claros who began working for me as a live-in nanny in 2007 and stayed on with me for 14 years. She has shown great dedication and love towards my family over the years.

She was responsible for my growing family of 4 kids, starting from early in the day by waking them for school, bathing, feeding, getting them to school until when they arrived home and was able to get the kids ready for their extracurricular activities and assist with studies until they went to sleep in the evening.

She showed aspirations to take on more responsibility and begin housekeeping for a very large 10K sqft home and she began cooking meals for the family as well.

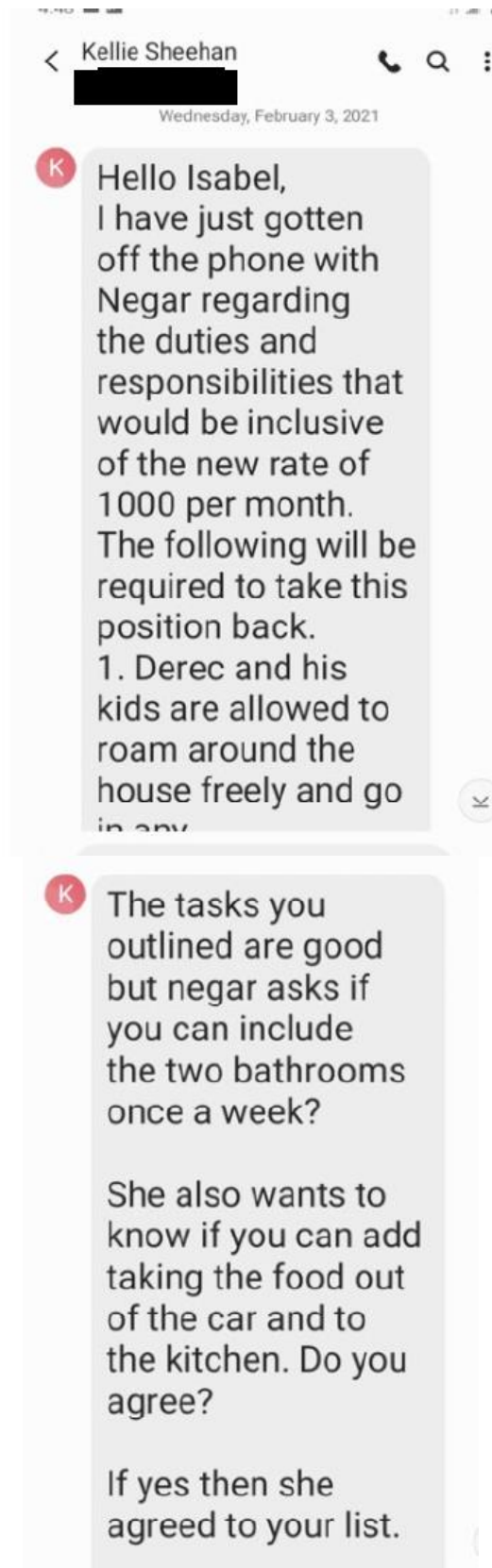
She is truly a hard worker, loving nanny and I would recommend her to any family.

Sincerely,


NEGAR MATIAN
ESQ.

11. Moreover, Defendants also cannot plausibly argue that any issues existed with Plaintiff's job performance as they immediately sought to rehire Plaintiff at a meager \$1,000.00 per month in February 2021 because Negar Matian claimed that Defendants could not afford to pay more than \$100 a day, which is approximately between \$5.00 to \$6.25 per hour. Defendant Negar Matian and Matian Law Group Inc., including other employees of the firm, attempted to force Plaintiff to accept an hourly rate of approximately \$1.67 to \$2.08 per hour despite the fact that according to Zillow, her home is valued at over \$6,000,000. When Plaintiff offered to accept a reduction in wages—despite the fact that she legally could not agree to work for less than the minimum wages—Defendants “rehired her” for a few days and then terminated her for refusing

1 to accept a paltry \$1.67 to \$2.08 per hour that was a fraction of what Defendants were obligated
2 to pay her under California's minimum wage law:



12. Once Plaintiff objected to these terms and asked for a letter documenting her termination—in other words the required notice of change in status pursuant to Section 1089 of the California Unemployment Code, two different employees of Defendant Matian Law Group Inc. (Negar Matian and Kellie Sheehan) could not even agree amongst each other if Plaintiff was fired or quit. To be clear, Plaintiff was fired in or around early 2021, Defendants offered her job back at significantly reduced pay, Plaintiff accepted and worked under those conditions even though it provided for less than minimum wage, and then was constructively discharged when she refused additional unlawful conditions. However, the fact that Defendants could not even agree whether or not Plaintiff was terminated in their own view is telling of the pretextual and retaliatory nature of their conduct:

I can not give you a termination letter. It is not approved by Negar because she is under the impression you quit. If that was the case, then I was offering you your position back for \$500 every two weeks for the 5 tasks you listed.

13. As explained above, Plaintiff did not quit in or around the beginning of February 2021, she was wrongfully terminated by Defendants and then offered a position with even less pay that was well below the minimum wage:

< Me
6:48 PM, Feb 5

To clarify I DID NOT QUIT In any moment show me a proof please. On Monday Negar says to stop working and stop doing the things i do she start yelling all over the place and she left. you and [REDACTED] were witnesses of that that she sais she didnt want to talk about it anymore". She can have the impression that i quit just for her convenience. But i didn't quit. And i dont think its fair to kick me off after 14 years that i worked for her. And now that im sick / old and injured now she doesn't finds me useful anymore. When i asked her about it she told me to ask you for the letter and tell you what i wanted in the letter. I requested my indemnization several times but i received a denial from her, now that she fired me i'm only requesting those letters. As i said before all i want its terminate this on the best way for that reason im asking for the reference letter so i can get other choices which i asked you on monday and other days but unfortunately i havent received it

1 < Kellie Sheehan
2 2:55 PM, Feb 3
3 Hello Isabel,
4 I have just gotten off the phone with Negar
5 regarding the duties and responsibilities that
6 would be inclusive of the new rate of 1000 per
7 month. The following will be required to take this
8 position back.
9 1. Derec and his kids are allowed to roam around
10 the house freely and go in any room they want
11 without any problems or restrictions.
12 2. Collecting mail
13 3. keeping the great room doors closed.
14 4. keeping the pool cover closed when it's raining
15 5. taking the trash out
16 6. Nager's and the kids laundry.
17 7. cleaning of the kitchen breakfast and upper
18 area excluding the room for [REDACTED] and the [REDACTED]
19 rooms.
20 8. Taking care of [REDACTED] including cooking for her
21 only
22 9. Cleaning all bathrooms on the first floor

15 K I sent NEGAR your contract
16 and letter for review earlier
17 today. She hadn't responded
18 with her edits. Once she does,
19 I can sent to you.
20
21 So to be clear, what is your
22 position? Are you with us for
23 \$500 every two weeks?
24 Are you quitting ? I need to
25 know in order to adjust pay
26 based on Wednesday 6:56 PM
27
28 Im not quitting. But I dont
accept my salary of \$1550
byweekly being cut off to
\$500 byweekly. I dont think
its fair when we had an
agreement which she's clearly
not following. Just to be
clear.NEGAR fired me. Thats
reason for what I'm asking you
the docs I've already told you
that i need 7:09 PM

14. Plaintiff's unfair Bus. & Prof. Code claim arise, aside from the wage and hour issues, from Negar Matian and Matian Law Group, Inc.'s obvious failure to comply with California law, including but not limited to, paying Plaintiff's wages through another employee of her law firm so that it did not appear on the books as a payment to Plaintiff, paying Plaintiff through law firm funds while telling Plaintiff if she wants to sue her don't sue her law firm, just sue her personally, using corporate funds for personal purposes (which result in tax fraud by Negar Matian because, based upon information and belief, she counted them as an operating expense for her firm instead of as wages paid by her personally from her post-tax dollars resulting in an unfair competitive advantage for both Negar Matian and Matian Law Group Inc.).³ Once again, these claims sound unbelievable, but are supported by documentary evidence including text messages—including one from Plaintiff that says "Also I want a schedule wich [sic] I will following [sic] now on. And I want get paid by check not through [other employee of Matian Law Group Inc.]'s⁴ paycheck." and an actual written contract—Note that the redacted name is not Negar Matian or Arash Matian or anyone who was required or suffered or permitted Plaintiff to work, but another employee of Matian Law Group who was also a victim of Negar Matian and Matian Law Group Inc:

Also i want a schedule wich i will following now
on. And i want get paid by check not through
[REDACTED] paycheck.

///

///

///

³ These issues are relevant to Plaintiff's Bus. and Prof. Code § 17200 claim because Plaintiffs seeks not only the unpaid wages and meal/rest period premiums, but also the market value of the loss of the statutory protections and the cost to other employers of following California's employment laws. See *e.g. Safeway, Inc. v. Sup. Ct.*, 238 Cal.App.4th 1138, 1162 (2015).

⁴ The name of the other employee has been redacted for privacy purposes because they are also a victim of Negar Matian and Matian Law Group Inc.'s unlawful conduct.

Notice to Change Hours, Pay and agreement.

Dear Isabel,

Due to changing custody requirements for the Matian Family, we are adjusting your work schedule as well as your monthly wages. Please see the new days and hours that will be required from you moving forward.

Pay Rate:

You will be given two paychecks of \$1,050.00 and \$500.00 from [REDACTED] side every other week totaling up to \$3,100.00 a month. The effective date to this rate change is: xx/xx/2020.

Holidays: You will be required to work on the holiday's that fall under Negar's custody. Do not include Christmas and New Year's

Negar's work week Schedule: 61.5 hours

Monday	9:00 am -4:30 pm	8:30 hours
Tuesday	OFF	0 hours
Wednesday	9:00 am - 8:00 pm	11 hours
Thursday	7:00 am - 6:00 pm	11 hours
Friday	7:00 am - 6:00 pm	11 hours
Saturday	9:00 am - 7:00 pm (all day)	10 hours
Sunday	9:00 am - 7:00 pm (all day)	10 hours

Arash's week work schedule: 40 hours

Monday	7:00 am -3:00 pm	8 hours
Tuesday	OFF	0 hours
Wednesday	9:00 am - 7:00pm	10 hours
Thursday	7:00 am - 6:00 pm	11 hours
Friday	7:00am - 6:00 pm	11 hours
Saturday	OFF	0 hours
Sunday	OFF	0 hours

15. It is important to note that no work schedule was set pursuant to the text complaining about the lack of a work schedule later in 2021 on the prior page and that even if Defendants attempt to construe this as a work schedule, it still would have resulted in pay below California and Los Angeles' minimum wage and still does not provide for a single dollar of overtime pay.

16. At all times relevant hereto, Plaintiff was a resident of Los Angeles County and worked for Defendants in Los Angeles County including at 5250 Lousie Ave, Encino, CA 91316. Moreover, at all times relevant hereto, Plaintiff was employed by Defendants and any subsidiaries or affiliated companies and Does 1 through 50 (who include individuals acting on behalf an employer within the meaning of Labor Code § 558.1) within the State of California within the statutory period applicable to her claims.

1 17. At all times relevant hereto, Defendant Matian Law Group, Inc. functioned as the
2 alter ego of Defendant Negar Matian, joint employer of Plaintiff and/or single integrated
3 enterprise with Negar Matian.

4 18. Moreover, at all times relevant hereto, the Doe Defendants operated as joint
5 employers and/or as a single enterprise or alter egos of each other and/or as individuals acting on
6 behalf of an employer within the meaning of Labor Code § 558.1.

7 19. At all times throughout their employment except as indicated above, Plaintiff was
8 regularly and consistently subject to the common policies utilized by Defendants. Accordingly,
9 all Defendants engaged, suffered and permitted Plaintiff to perform services from which they
10 benefitted. Moreover, the aforementioned entities had the right to exercise control over the wages,
11 hours, wage statement policies and practices and/or working conditions over Plaintiff at all
12 relevant times herein, so as to be considered the joint employer of Plaintiff. By reason of their
13 status as joint employers, they are each liable for the violations of the California Labor Code as to
14 Plaintiff as set forth herein.

15 20. Defendant Negar Matian is a person within the meaning of Labor Code § 558.1
16 and Civil Code § 3294 who violated or caused to be violated, Labor Code Sections 203, 226
17 (Negar Matian only), 226.7, 1194 and 2802. *King v. U.S. Bank Nat'l Ass'n*, 53 Cal. App. 5th 675,
18 714 (2020) (affirming that an entry-level employee who was delegated with the discretion to act
19 on the Company's behalf with respect to a certain issue qualified as a managing agent within the
20 meaning of Civil Code § 3294). DOE 1 may also be a "person acting on behalf of employer"
21 within the meaning of Labor Code § 558.1.

22 21. Labor Code § 1451(a) defines domestic work as "services related to the care of
23 persons in private households or maintenance of private households or their premises. Domestic
24 work occupations include childcare providers... house cleaners, housekeepers, maids, and other
25 household occupations." Similarly, Labor Code § 1451(b)(1) defines a domestic worker as "an
26 individual who performs domestic work and includes live-in domestic work employees and
27 personal attendants." Similarly, Labor Code § 1451(d) defines a Personal attendant as "any
28 person employed by a private householder...to work in a private household, to supervise, feed, or

1 dress a child.” Labor Code § 1451(d) further provides that “[t]he status of personal attendant shall
2 apply when no significant amount of work other than the foregoing is required. For purposes of
3 this subdivision, “no significant amount of work” means work other than the foregoing did not
4 exceed 20 percent of the total weekly hours worked.

5 22. Based upon information and belief, Plaintiff spent more than twenty (20) percent
6 of her time cleaning, cooking, and doing the laundry such that she is not a personal attendant and
7 was eligible for meal and rest periods.

8 23. During her employment, Plaintiff was a live-in domestic worker. For the periods
9 when Plaintiff lived at Defendant Negar Matian’s residence, Plaintiff is entitled to overtime at the
10 rate of one and one-half times her regular rate for hours worked over nine (9) hours in a day and
11 for the first nine (9) hours worked on the sixth and seventh consecutive day of the work week and
12 to double time or two (2) times her regular rate of pay for hours worked over nine on the sixth
13 and seventh consecutive day of the workweek.

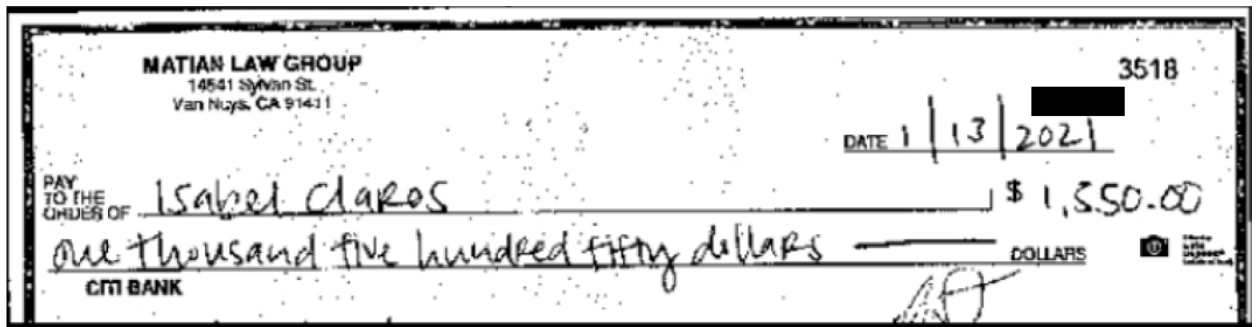
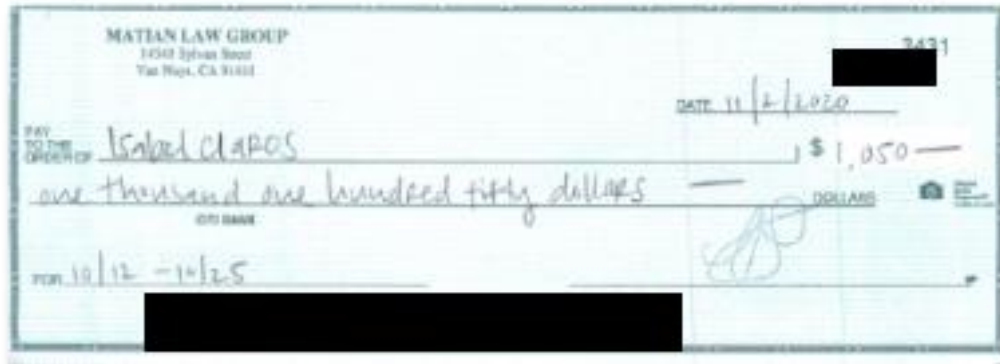
14 24. From four (4) years prior to the filing of the Complaint and until in or around early
15 February 2021, Defendants employed Plaintiff as a domestic worker in Los Angeles County.
16 Plaintiff cared for Defendants minor children, but was also required to clean the residence, cook,
17 collect the mail, take out the trash, take care of the family’s pets, and do laundry among other
18 tasks. As such, Plaintiff was a domestic worker within the meaning of Labor Code § 1454.

19 25. Defendant Negar Matian exercised control over the wages, hours and/or working
20 conditions of Plaintiff, in that she directed Plaintiff’s work and supervised the care Plaintiff
21 provided to Defendants’ minor children and/or the children of Negar Matian and Arash Matian.

22 26. During her employment with Defendants employed Plaintiff, but misclassified her
23 as an independent contractor. At all times relevant hereto, Plaintiff was and should have been
24 covered by California Industrial Welfare Commission Occupational Wage Order No. 15-2001.

25 27. From in or around 2007 until 2020, Plaintiff was paid wages in cash under the
26 table in violation of Labor Code § 212. Starting in or around 2020, Defendants Negar Matian and
27 Matian Law Group Inc. began paying \$500 of Plaintiff’s wages through another employee of
28 Matian Law Group Inc.’s paycheck.

28. Based upon information and belief, Defendants Matian Law Group Inc. and Negar Matian started paying a portion of Plaintiff's wages through a check from the law firm. This includes, but is not limited to a check made out to Plaintiff from Matian Law Group Inc.'s account on November 2, 2020 and January 13, 2021:



29. From four (4) years prior to the filing of the Complaint and until in or around early February 2021, Plaintiff worked shifts in excess of sixteen (16) to more than twenty (20) hours per day and in excess of forty-five (45) hours per week.

30. Labor Code § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” IWC Wage Order No. 15-2001 also obligates employers to pay each employee minimum wages for all hours worked.

1 31. Similarly, Labor Code § 1198 provides that “the maximum hours of work and the
2 standard conditions of labor fixed by the commission shall be the maximum hours of work and
3 the standard conditions of labor for employees. The employment of any employee for longer
4 hours than those fixed by the order or under conditions of labor prohibited by the order is
5 unlawful.”

6 32. Labor Code § 510 requires an employer to compensate an employee who works
7 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight
8 (8) hours worked on the seventh consecutive day no less than one and one-half times the regular
9 rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate
10 employees at no less than twice the regular rate of pay when an employee works more than
11 twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.
12 In accordance with Labor Code § 1194, Plaintiff could not agree to work for a lesser wage.

13 33. During the four (4) years prior to the filing of this Complaint until in or around
14 February 2021, Plaintiff was regularly required to work shifts in excess of sixteen (16) hours a
15 day and even in excess of twenty (20) hours per day and only paid a paltry \$100 per day and/or
16 \$1,000 per month. As a result, Plaintiff did not receive minimum wages for all hours worked nor
17 was she paid at one and one-half times her base rate for hours worked in excess of eight (8)
18 and/or nine (9) hours a day and/or forty (40) or forty-five (45) hours per week as was required
19 during the different times where she was a live-in domestic worker.

20 34. Labor Code § 512 requires employers to provide employees with thirty (30)
21 minute uninterrupted and duty-free meal period within the first five (5) hours of work. Moreover,
22 an employee who works more than ten (10) hours per day is entitled to receive a second thirty
23 (30) minute uninterrupted and duty free meal period. An employee who works more than twelve
24 (12) hours in a day cannot waive their entitlement to a second meal period.

25 35. Similarly, IWC Wage Order No. 15-2001 prohibits an employer from
26 “employ[ing] any person for a work period of more than five (5) hours without a meal period of
27 not less than 30 minutes. IWC Wage Order No. 15-2001 also states that “[a]n employer may not
28 employ an employee for a work period of more than ten (10) hours per day without providing the

1 employee with a second meal period of not less than 30 minutes, except that if the total hours
2 worked is no more than 12 hours, the second meal period may be waived by mutual consent of
3 the employer and employee only if the first meal period was not waived.

4 36. IWC Wage Order No. 15-2001 only permits an on-duty meal period “only when
5 the nature of the work prevents an employee from being relieved of all duty and when by written
6 agreement the parties an on-the-job paid meal period is agreed to.”

7 37. IWC Wage Order No. 15-2001 further obligates employers to provide an
8 employee to “pay the employee one (1) hour of pay at the employee’s regular rate of
9 compensation for each workday that the meal period is not provided. Labor Code section 1198
10 prohibits an employer from requiring an employee to work beyond the “standard conditions of
11 labor fixed by the commission...or under conditions of labor prohibited by the order.”

12 38. Plaintiff did not sign an on-duty meal period agreement nor did the nature of the
13 work necessitate on-duty meal periods. “An on-duty meal period is permitted only when the
14 nature of the work prevents an employee from being relieved of all duty and the parties agree in
15 writing to an on-duty paid meal break.” *Lubin v. The Wackenhut Corp.* (2016) 5 Cal. App. 5th
16 926, 932.) The written agreement must include a provision allowing the employee to revoke it at
17 any time. *Id.*

18 39. From four (4) years prior to the filing of this Complaint until her employment
19 ended in 2021, Defendants failed to authorize and permit Plaintiff to receive lawful, duty-free, an
20 uninterrupted meal periods of thirty (30) minutes or more, failed to advise Plaintiff of her right to
21 such meal periods, failed to authorize and permit her to take timely first meal periods within the
22 first five (5) hours of her shift.

23 40. From four (4) years prior to the filing of the Complaint until her employment
24 ended in 2021, Defendants failed to authorize and permit Plaintiff to take a second, uninterrupted
25 duty-free meal period of thirty (30) minute or more, failed to advise Plaintiff of her right to such
26 meal periods, and failed to authorize and permit such meal periods when Plaintiff worked more
27 than ten (10) hours in a day. Defendants also failed to permit Plaintiff to take a second,
28 uninterrupted duty-free meal period when she worked more than twelve (12) hours in a day.

1 Plaintiff could not waive her entitlement to such meal periods under IWC Wage Order No. 15-
2 2001 and Labor Code § 512.

3 41. At times during the four (4) years prior to the filing of this Action and within the
4 past year, Defendants' meal period policies and practices disincentivized and discouraged
5 Plaintiff, from taking timely first meal periods within the first five (5) hours of their shift.
6 Defendants' understaffing policies and practices also pressured, coerced, and forced employees to
7 take untimely first meal periods due to a lack of sufficient coverage.

8 42. At times during the four (4) years prior to the filing of this Action and within the
9 past year, Defendants' meal period policies and practices disincentivized and discouraged
10 Plaintiff, from taking second meal periods. Defendants' understaffing policies and practices also
11 pressured, coerced, and forced employees to take untimely first meal periods due to a lack of
12 sufficient coverage.

13 43. Defendants also failed to pay Plaintiff meal period premiums for each workday
14 that she did not receive a compliant meal period. Labor Code § 226.7 provides "an employer shall
15 not require an employee to work during a meal or rest or recovery period mandated pursuant to an
16 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
17 Commission ("IWC"). IWC Wage Order No. 5-2001 prohibit an employer from "employ[ing]
18 any person for a work period of more than five (5) hours without a meal period of not less than 30
19 minutes." IWC Wage Order No. 15-2001 further obligates employers to "pay the employee one
20 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
21 period is not provided."

22 44. Further, Labor Code § 558 imposes a penalty upon employers "who violates, or
23 causes to be violated...any provision regulating hours and days of work in any order of the
24 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
25 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
26 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For
27 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
28 period for which the employee was underpaid..." Based upon the above factual allegations

1 related to overtime, meal period, and rest period violations, Plaintiff and the aggrieved employees
2 are entitled to recover civil penalties under Labor Code § 558 and not any underpaid wages under
3 PAGA. *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019).

4 45. Labor Code § 226.7 provides “an employer shall not require an employee to work
5 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
6 regulation, standard, or order of the Industrial Welfare Commission (“IWC”).” Under IWC Wage
7 Order No. 15-2001, an employer must authorize and permit all employees to take ten (10) minute
8 duty free rest periods for every major fraction of four hours worked. *See Augustus v. ABM*
9 *Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 (concluding that “during rest periods employers
10 must relieve employees of all duties and relinquish control over how employees spend their
11 time.”).

12 46. From four (4) years prior to the filing of this Complaint until the end of Plaintiff’s
13 employment, Defendants failed to provide Plaintiff with rest periods of not less than ten (10)
14 minutes for every major fraction of four (4) hours worked. Instead, Defendant regularly and
15 consistently required Plaintiff to forgo rest periods and failed to authorize and permit Plaintiff to
16 take 2 rest periods when working more than six (6) hours, 3 rest periods when working in excess
17 of ten (10) hours, and four rest periods when working more than sixteen (16) hours.

18 47. Defendants failed to maintain a policy related to rest periods within the meaning of
19 IWC Wage Order No. 15-2001 and Labor Code § 226.7.

20 48. In addition to failing to authorize and permit compliant rest periods, Plaintiff, was
21 not compensated with one (1) hours’ worth of pay at their regular rate of compensation when she
22 was not provided with a compliant rest period and/or their rest period was interrupted in
23 accordance with Labor Code § 226.7(b).

24 49. Under Labor Code §§ 201-202, an employer must provide an employee wages at
25 the time of discharge or within up to seventy-two (72) hours of their resignation. Labor Code §
26 203 provides “if an employer willfully fails to pay . . . any wages of an employee who is
27 discharged or who quits, the wages of the employee shall continue as a penalty. . .” for up to 30
28 days. Lab. Code § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487, 492.

1 50. Plaintiff is a former employee of Defendants whose employment with Defendants
2 ended in 2021. Defendants failed to pay Plaintiff all wages owed upon the conclusion of her
3 employment, including but not limited to minimum wages, overtime wages, meal period
4 premiums, and rest period premiums within the time constraints proscribed in Labor Code §§
5 201-202 at the time of their termination/separation. Thus, as result of Defendants' faulty policies
6 described above, Plaintiff did not receive all wages owed upon separation from Defendants
7 including wages for all hours worked and/or at the appropriate rate in violation of Labor Code §§
8 201, 202, and 203.

9 51. Labor Code § 1174 provides that each employer shall keep "payroll records
10 showing the hours worked daily by and the wages paid to...employees employed
11 at...establishments." An employer who fails to maintain the records proscribed by Labor Code §
12 1174 is subject to a civil penalty of five hundred (\$500) dollars under Labor Code § 1174.5.

13 52. During the statutory period applicable to her claims, Defendants failed to maintain
14 accurate records of the total hours worked by Plaintiff or of alleged meal periods on a regular and
15 consistent basis. Thus, Defendant violated Labor Code §§ 1174 and 1174.5.

16 53. Further, Defendants are legally responsible for ensuring the accuracy of its time
17 records and cannot rely upon time records that it knew were false and/or statements by employees
18 as the California Supreme Court explained. *Donohue v. Amn Servs.*, No. S253677, 2021 Cal.
19 LEXIS 1294, at *45 (Feb. 25, 2021) ("It is the employer's duty to maintain accurate time records"
20 and that the employer could not rely upon certifications from employees where the information
21 provided to the employees was inaccurate and/or incomplete); *accord Feaver v. Kaiser Found.*
22 *Health Plan, Inc.*, No. 15-cv-00890-EMC, 2016 U.S. Dist. LEXIS 9778, at *8 (N.D. Cal. Jan. 27,
23 2016) (conditionally certifying a class under the Fair Labor Standards Act where the employees
24 could show that they received and/or sent emails off-the-clock despite the fact that the employer
25 had a policy requiring all time to be recorded.); *Troester v. Starbucks Corp.*, 5 Cal.5th 829
26 (2018). As such Defendants were obligated to maintain accurate time records covering Plaintiff's
27 employment.
28

1 54. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in
2 any employment are due and payable twice during each calendar month, on days designated in
3 advance by the employer as the regular paydays.” Defendant paid Plaintiff on a semi-monthly
4 basis and also through another employee of Matian Law Group’s paycheck both of whom were
5 victims of Negar Matian.

6 55. Defendants paid Plaintiff on a bi-weekly basis during one (1) year prior to the
7 filing of the Complaint and until

8 56. Due to Defendants’ failure to pay Plaintiff all minimum wages, overtime wages,
9 meal period premiums, and rest period premiums, Defendants failed to timely pay Plaintiff all
10 wages owed within seven (7) days of the close of the payroll period in accordance with Labor
11 Code § 204(d) on a regular and consistent basis.

12 57. Labor Code § 210 provides that “in addition to, an entirely independent and apart
13 from, any other penalty provided in this article, every person who fails to pay the wages of each
14 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
15 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
16 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
17 each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of
18 the faulty compensation policies and practices described in detail above and Defendant’s failure
19 to pay Plaintiff all aggrieved employees within seven (7) days of the close of the payroll period,
20 the State of California is entitled to recover penalties under Labor Code § 210 through PAGA.

21 58. From more than four (4) years prior to the filing of the Complaint and within the
22 past year, Defendants willfully misclassified Plaintiff as an independent contractor in violation of
23 Labor Code § 226.8. For instance, Defendants never paid its share of employer payroll taxes, did
24 not provide Plaintiff with sick days, did not provide Plaintiff with any of the employment related
25 documents it was required to provide including a Labor Code section 2810.5 Notice, did not
26 maintain a personnel file or wage records or time records for Plaintiff. Instead, Defendants
27 willfully misclassified Plaintiff as an independent contractor in violation of Labor Code section
28 226.8 and *Dynamex Operations W. v. Superior Court*, 4 Cal. 5th 903 (2018).

1 59. Labor Code § 226.8 provides that “it is unlawful for any person or employer to
2 engage in any of the following activities:

3 (a) It is unlawful for any person or employer to engage in any of the following activities:

4 (1) Willful misclassification of an individual as an independent contractor.

5 (2) Charging an individual who has been willfully misclassified as an independent
6 contractor a fee, or making any deductions from compensation, for any purpose,
7 including for goods, materials, space rental, services, government licenses, repairs,
equipment maintenance, or fines arising from the individual's employment where
any of the acts described in this paragraph would have violated the law if the
individual had not been misclassified.

8 (b) If the Labor and Workforce Development Agency or a court issues a determination that a
9 person or employer has engaged in any of the enumerated violations of subdivision (a), the person
10 or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and
not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other
penalties or fines permitted by law.

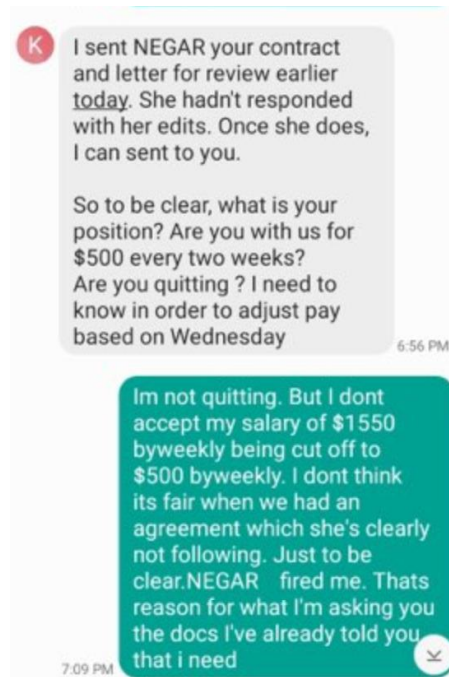
11 (c) If the Labor and Workforce Development Agency or a court issues a determination that a
12 person or employer has engaged in any of the enumerated violations of subdivision (a) and the
13 person or employer has engaged in or is engaging in a pattern or practice of these violations, the
14 person or employer shall be subject to a civil penalty of not less than ten thousand dollars
(\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in
addition to any other penalties or fines permitted by law.

15 60. Labor Code § 1102.5(b) provides that “an employer, or any person acting on
16 behalf of the employer, shall not retaliate against an employee for disclosing information, or
17 because the employer believes that the employee disclosed or may disclose information, to a
18 government or law enforcement agency, to a person with authority over the employee or another
19 employee who has the authority to investigate, discover, or correct the violation or
20 noncompliance, or for providing information to, or testifying before, any public body conducting
21 an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the
22 information discloses a violation of state or federal statute, or a violation of or noncompliance
23 with a local, state, or federal rule or regulation, regardless of whether disclosing the information
24 is part of the employee’s job duties.”

25 61. Labor Code § 1102.5 prohibits “[a]n employer, or any person acting on behalf of
26 the employer, shall not retaliate against an employee for refusing to participate in an activity that
27 would result in a violation of state or federal statute, or a violation of or noncompliance with a
28 local, state, or federal rule or regulation.”

62. As discussed in detail above, Plaintiff resisted Defendants' efforts to require her to work without receiving minimum wage and overtime pay in violation of California Labor Code §§ 510 and 1194. Although Plaintiff was not receiving any overtime pay whatsoever and a substandard wage well below California and Los Angeles' minimum wage, Defendants terminated her and/or constructively discharged her in violation of Labor Code § 1102.5.

63. In February 2021, Plaintiff reported the minimum wage violations and substandard working conditions to Matian Law Group Inc. employee Kellie Sheehan:



64. In or around, February 2021, Plaintiff also complained to Matian Law Group Inc. supervisory employee Kellie Sheehan about the fact that Negar Matian's boyfriend did not want her in the house after promising to keep him away from her because of his violent tendencies towards Plaintiff. As evidenced below, Plaintiff complained to Kellie Sheehan, who works in Human Resources at Matian Law Group, that Negar Matian's boyfriend "try to hit me more than once—See Next Page:

///

///

///

///

Kelly I'm so sorry . I'm tired talking about the same thing. The last time that I talked whit Mrs. Negar I couldn't said to her everything because she star yelling at me because is the way that she use to talk and make the people understand to her. She keep doing what her boyfriend said He doesn't want me in this house . She doesn't fired me because she doesn't have money for pay me . She fired me because she promised to her boyfrien and his kids to do it. She did the rules to keep them downstairs an not come to the first floor I didn't ask her to put restriccion to him, the situation for her is chaotic and i understand that but she created it because she promised me keep him away from me and in the other side promise him to fired me. I know that because i heard them fight for the same reason: because i'm still in the house. To avoid this kind of situation I decided leave this house in april 2020 and i give her 2 weeks notice in advance and she accepted. Because I feels I cannot live with the person that yelled at me and try to hit me more than once. He did it infront of her. She's counsious about that And she begun calling her friend's telling them that her boyfriend isn't agresive that he just defend himself wich is not true.

Now the rules has changed and they are allowed to be around the house i don't feel safe with them around the rooms. When i answered the first time i did not mentioned that because i did not accepted the fact that they are allowed in the rooms area. I was shocked when you explained me that they are going to sleep in the kids rooms.

Given that i'm not going to accept the new agreement i just accepted what i wrote, the last thing i told to Mrs Negar was that i'm going to forget all what we talked about and i'm going back till the day she fired me, so I need the termination letter and a reference letter wich i have asked you on Monday when you told me if that if i accept the agreement for \$1,000 you will give me my job back but if

65. Derek told Plaintiff that “she needed to go back to her country” and tried to hit her on several occasions in violation of California’s Ralph Act. The Ralph Act states that: “All persons...have the right to be free from any violence, or intimidation from the threat of violence...on account of any characteristic listed in subdivision (b) or (e) of section 51.” Section 51(b) includes national origin. Civ. Code §§ 51.7 and 52. Under the Ralph Act an employee is entitled to be free from “intimidation by threat of violence”—such as Derek’s attempts to hit Plaintiff.

66. Further, Plaintiff’s activity in complaining to Kellie Sheehan that Defendant Negar Matian’s boyfriend tried to hit her more than once when explaining in February 2021 why she quit in 2020 before Negar Matian convinced Plaintiff to stay and continue her employment until

1 the additional issues discussed herein in 2021. When Plaintiff made this report, to Kellie Sheehan,
2 Matian Law Group Inc. did not protect Plaintiff despite the fact that Plaintiff's report was
3 protected activity within the meaning of Labor Code § 527.8 and Labor Code § 1102.5(b). Kellie
4 Sheehan was a supervisory and human resource employee of Defendants who had the authority to
5 investigate, discover, or correct the violation of noncompliance." Instead of investigating the
6 complaint as required, Kellie Sheehan merely accepted Negar Matian's decision to terminate
7 Plaintiff.

8 67. Labor Code § 98.6 provides that (a) a person shall not discharge an employee or in
9 any manner discriminate, retaliate, or take any adverse action against any employee or applicant
10 for employment because the employee or applicant engaged in any conduct delineated in this
11 chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5
12 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant
13 for employment has filed a bona fide complaint or claim or instituted or caused to be instituted
14 any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor
15 Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because
16 the employee has initiated any action or notice pursuant to Section 2699, or has testified or is
17 about to testify in a proceeding pursuant to that section, or because of the exercise by the
18 employee or applicant for employment on behalf of himself, herself, or others of any rights
19 afforded him or her.

20 68. Pursuant to Labor Code § 98.6, an employee who is discharged, threatened with
21 discharge, demoted, suspended, retaliated against, subjected to an adverse action, or in any other
22 manner discriminated against in the terms and conditions of his or her employment because the
23 employee engaged in any conduct delineated in this chapter, including the conduct described in
24 subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of
25 Division 2, or because the employee has made a bona fide complaint or claim to the division
26 pursuant to this part, or because the employee has initiated any action or notice pursuant to
27 Section 2699 shall be entitled to reinstatement and reimbursement for lost wages and work
28 benefits caused by those acts of the employer.

69. Further, as evidenced by the text messages incorporated above, Plaintiff made a written and oral complaint that she was not being paid correctly and was not being provided the rights afforded to her including the required notice of change in status pursuant to Section 1089 of the California Unemployment Code. Instead of addressing these issues, Defendants continued to retaliate against Plaintiff by withholding the notice of her change in status, trying to force her to accept a lower wage, and ultimately terminating her in violation of Labor Code §§ 98.6 and 1102.5.

70. Plaintiff filed her PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* **Exh. A.** As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received and/or will have been received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore, entitled to commence and proceed with a civil action pursuant to Labor Code § 2699.

II.

JURISDICTION AND VENUE

71. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

72. This Court has personal jurisdiction over Defendant Negar Matian because Defendant Negar Matian is a resident of Los Angeles County and has caused injuries in the County of Los Angeles and State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code sections 17200, *et seq.*

73. This Court has personal jurisdiction over Defendant Matian Law Group Inc. because Defendant Matian Law Group Inc. is based in Los Angeles County and has caused injuries in the County of Los Angeles and State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code sections 17200, *et seq.*

74. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure §395. Defendants operates within California and do business within Los Angeles County. The unlawful acts alleged herein have a direct effect on Plaintiff and within the State of California and the County of Los Angeles.

III.

PARTIES

A. PLAINTIFF

75. Plaintiff Andrea Isabel Claros Reyes aka Isabel Claros is a former employee of Defendants who at all times relevant hereto worked for Defendants in Los Angeles County.

B. DEFENDANTS

76. Defendant Negar Matian, is a California citizen with an office located at 14541 Sylvan St, Van Nuys, CA 91411 and employed Plaintiff to work at 5250 Louise Ave, Enicno, CA 91316 in Los Angeles County. Defendant has done and does business throughout the State of California and in Los Angeles County.

77. Defendant Matian Law Group Inc., is a California corporation whose principal place of business is located at 14541 Sylvan St, Van Nuys, CA 91411. Defendant Matian Law Group Inc. is the alter ego of Negar Matian and/or the joint employer of Plaintiff. Upon information and belief, Defendant employed Plaintiff within California and in Los Angeles County. Defendant has done and does business throughout the State of California and in Los Angeles County.

78. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure

1 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
2 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
3 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
4 capacities of the Defendants designated hereinafter as DOES when such identities become
5 known.

6 79. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
8 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
9 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
10 employer and/or joint employer, alter ego, or other person acting on behalf of an employer within
11 the meaning of the Labor Code and/or managing agent within the meaning of the Labor Code and
12 Civil Code.

13 **IV.**
14 **FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§**
15 **1194, 1194.2 AND IWC WAGE ORDER NO. 5-2001**
16 **[Against All Defendants by Plaintiff]**

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

18 81. Section 1194 of the Labor Code provides, in relevant part:

19 Notwithstanding any agreement to work for a lesser wage, any employee
20 receiving less than minimum wage...applicable to the employee is entitle to
21 recover in a civil action the unpaid balance of the full amount of this
22 minimum wage ..., including interest thereon, reasonable attorney's fees,
23 and costs of suit.

24 82. Section 1194.2 of the Labor Code provides, in relevant part:

25 In any action under...Section 1194 to recover wages because of the payment
26 of a wage less than the minimum wage fixed by an order of the commission,
27 an employee shall be entitled to recover liquidated damages in an amount
28 equal to the wages unlawfully unpaid and interest thereon.

83. As set forth in detail above, during the statutory period applicable to Plaintiff's
claim, Plaintiff was not compensated for all hours worked and/or at a rate lower than the
minimum wage rate in effect in California and the City of Los Angeles.

84. Defendant Negar Matian is an employment attorney and Defendant Matian Law Group Inc. is an employment law firm. As an employment attorney and employment law firm, Defendant Negar Matian certainly knows that California and federal law require the payment of minimum wages and knows and/or should know of the existence of the Los Angeles City Minimum Wage Ordinance. In failing to pay Plaintiff any compensation whatsoever for all hours worked, intentionally underpaying Plaintiff such that she was not provided compensation for all hours worked, misclassifying Plaintiff as a salaried and/or fixed rate independent contractor, and retaliating against Plaintiff when she complained about not receiving fair pay, Defendants willfully and intentionally violated Labor Code § 1194 and acted in bad faith. Accordingly, pursuant to sections 1194 and 1194.2 of the California Labor Code, Plaintiff is entitled to recover, either their unpaid hourly wages due, or minimum wage plus interest and/or liquidated damages in an additional amount equal to the total amount of wages unlawfully withheld during the statutory period applicable to this Action.

V.
SECOND CAUSE OF ACTION
FAILURE TO PAY WAGES AND/OR OVERTIME UNDER
LABOR CODE §§ 510, 1194, and 1199
[Against All Defendants by Plaintiff]

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

86. Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours and/or forty-five (45) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work. In accordance with Labor Code § 1194, Plaintiff could not agree to work for a lesser wage.

87. Labor Code § 1451(a) defines domestic work as “services related to the care of persons in private households or maintenance of private households or their premises. Domestic work occupations include childcare providers... house cleaners, housekeepers, maids, and other

1 household occupations.” Similarly, Labor Code § 1451(b)(1) defines a domestic worker as “an
2 individual who performs domestic work and includes live-in domestic work employees and
3 personal attendants.” Similarly, Labor Code § 1451(d) defines a Personal attendant as “any
4 person employed by a private householder...to work in a private household, to supervise, feed, or
5 dress a child.” Labor Code § 1451(d) further provides that “[t]he status of personal attendant shall
6 apply when no significant amount of work other than the foregoing is required. For purposes of
7 this subdivision, “no significant amount of work” means work other than the foregoing did not
8 exceed 20 percent of the total weekly hours worked.

9 88. During her employment Defendant was a live-in domestic worker. For the periods
10 when Plaintiff lived at Defendant Negar Matian’s residence, Plaintiff is entitled to overtime at the
11 rate of one and one-half times her regular rate for hours worked over nine (9) hours in a day and
12 for the first nine (9) hours worked on the sixth and seventh consecutive day of the work week and
13 to double time or two (2) times her regular rate of pay for hours worked over nine on the sixth
14 and seventh consecutive day of the workweek.

15 89. From four (4) years prior to the filing of the Complaint and until in or around early
16 February 2021, Defendants employed Plaintiff as a domestic worker in Los Angeles County.
17 Plaintiff cared for Defendants minor children, but was also required to clean the residence, cook,
18 collect the mail, take out the trash, take care of the family’s pets, and do laundry among other
19 tasks. As such, Plaintiff was a domestic worker within the meaning of Labor Code § 1454.

20 90. During the four (4) years prior to the filing of this Complaint until in or around
21 February 2021, Plaintiff was regularly required to work shifts in excess of sixteen (16) hours a
22 day and even in excess of twenty (20) hours per day.

23 91. By misclassifying Plaintiff as a salaried independent contractor or daily piece rate
24 independent contractor instead of an employee, Plaintiff willfully misclassified Plaintiff and
25 failed to pay her all wages owed.

26 92. During the four (4) years prior to the filing of this Complaint until in or around
27 February 2021, Plaintiff did not receive minimum wages for all hours worked, a single dollar in
28 overtime pay, or a single dollar of double time pay despite the fact that regularly worked between

1 sixteen (16) to twenty (20) hours in a day—including on the sixth and seventh consecutive day of
2 work—and one-hundred twelve (112) to one-hundred forty (140) hours per week.

3 93. At no point was Plaintiff paid at one and one-half times her base rate for hours
4 worked in excess of eight (8) and/or nine (9) hours a day, the first nine (9) hours on the sixth and
5 seventh consecutive day of employment, and/or forty (40) or forty (45) hours per week as was
6 required during the different times where she was a live-in domestic worker.

7 94. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
8 employees at the rate of no less than one and one-half times the regular rate of pay for any work
9 in excess of eight hours in one workday and any work in excess of 40 hours in any one
10 workweek.

11 95. As discussed in detail above, Plaintiff was forced to work on a regular and
12 consistent basis without receiving compensation for all hours worked and at the proper rate.
13 Specifically, Plaintiff was routinely deprived of any compensation whatsoever for overtime hours
14 worked and/or paid at a rate less than one and one-half times her regular rate or a cognizable
15 regular rate or less than twice her regular rate as applicable in violation of Labor Code §§ 510 and
16 1451.

17 96. By their common policy of requiring Plaintiffs to work overtime and double time
18 hours without receiving a single dollar in overtime or doubletime compensation, Defendants
19 willfully violated the provisions of Labor Code §§ 510, 1194 and 1199.

20 97. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of
21 wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such
22 amounts, plus interest and penalties thereon, attorneys' fees, and costs.

23 **VI.**

24 **THIRD CAUSE OF ACTION**
25 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS PURSUANT TO LABOR CODE**
26 **§§ 226.7 and 512; IWC WAGE ORDER NO. 15-2001, § 11**
27 **[Against All Defendants by Plaintiff]**

28 98. Plaintiff realleges and incorporates by reference all previous paragraphs and
allegations described in detail above.

99. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each non-compliant meal period an employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Moreover, pursuant to Labor Code § 512, an employer may not employ an employee for a work period of more than ten (10) hours, without providing the employee with a second meal period of not less than thirty (30) minutes. In addition, the second meal period may not be waived if the total hours worked is more than twelve (12) hours.

100. Plaintiff consistently worked shifts over sixteen (16) and over twenty (20) hours a day, but did not receive timely, uninterrupted, and/or otherwise compliant meal periods during the statutory period applicable to his claims.

101. In addition, Plaintiff did not receive a second thirty (30) minute meal period when working shifts in excess of ten (10) hours and/or twelve (12) hours in a day during the statutory period applicable to their claims.

102. During the statutory period applicable to her claims, Plaintiff often was not compensated with one (1) hours' worth of pay at their regular rate of compensation when he were not provided with a compliant meal period or at the proper rate based upon Defendants' unlawful compensation policies detailed above.

103. Pursuant to Labor Code §226.7, Plaintiff is entitled to damages in an amount equal to one (1) hour of wages per non-compliant meal period, per day in a sum to be proven at trial.

VII.
FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE LAWFUL REST PERIODS AND PAY NON-COMPLIANT
REST PERIOD PREMIUMS PURSUANT TO LABOR CODE § 226.7 AND IWC WAGE
ORDER 15-2001, § 12
[Against All Defendants by Plaintiff]

104. Plaintiff realleges and incorporates by reference all previous paragraphs.

105. Based upon information and belief, Plaintiff consistently worked shifts more than four (4) hours or a major fraction thereof, including shifts in excess of sixteen (16) and twenty

1 (20) hours in a day without receiving rest periods and/or the proper amount of rest periods during
2 the statutory period applicable to their claims.

3 106. Labor Code § 226.7 provides “an employer shall not require an employee to work
4 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
5 regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Under IWC Wage
6 Order No. 15-2001 an employer must authorize and permit all employees to take ten (10) minute
7 duty free rest periods for every major fraction of four hours worked.

8 107. Labor Code § 226.7 provides “an employer shall not require an employee to work
9 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
10 regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Under IWC Wage
11 Order No. 15-2001 an employer must authorize and permit all employees to take ten (10) minute
12 duty free rest periods for every major fraction of four hours worked.

13 108. Pursuant to Labor Code § 226.7 and IWC Wage Order No. 15-2001, Defendants
14 failed to authorize and permit Plaintiff to receive duty-free rest periods of not less than ten (10)
15 minutes for every major fraction of four (4) hours worked for the reasons discussed above.

16 109. Defendants also failed to advise Plaintiff of her right to receive rest periods, failed
17 to authorize and permit her to take a rest period for every four (4) hours or major fraction thereof
18 and failed to authorize and permit Plaintiff to take rest periods including second and third rest
19 periods. Instead, Defendant regularly and consistently required Plaintiff to forgo rest periods and
20 failed to authorize and permit Plaintiff to take 2 rest periods when working more than six (6)
21 hours, 3 rest periods when working in excess of ten (10) hours, and four rest periods when
22 working more than sixteen (16) hours.

23 110. Moreover, as a result of its understaffing practices and policies with respect to
24 employees, it was not possible for Plaintiff to take rest periods. Notably, although Defendants’
25 rest period policies and practices are not compliant, they also pressured and coerced Plaintiff to
26 forgo rest periods and made it difficult for her to take lawful duty-free rest periods due to her job
27 duties.

111. In addition to failing to authorize and permit compliant rest periods, Plaintiff was not compensated with one (1) hours' worth of pay at their regular rate of compensation when they were not provided with a compliant rest period and/or their rest period was interrupted in accordance with Labor Code § 226.7(b).

112. Pursuant to Labor Code § 226.7, Plaintiff is entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

VIII.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES PURSUANT TO LABOR CODE §§201-203 [Against all Defendants on behalf of Plaintiff and the Late Payment Subclass]

113. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

114. Sections 201 and 202 of the California Labor Code requires Defendants to pay all compensation due and owing to former employees in the Class during the actionable period for this cause of action, at or around the time that their employment is terminated.

115. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

116. As described in detail above, Defendants failed to pay Plaintiff all wages owed, including but not limited to minimum wages, overtime wages, meal period premiums, and rest period premiums within the time constraints proscribed in Labor Code §§ 201-202 at the time of her termination/separation. Thus, as result of Defendants' faulty policies described above, Plaintiff left her employment with Defendants without being compensated for each and every hour worked at the appropriate rate in violation of Labor Code §§ 201, 202, and 203.

117. At the time of Plaintiff's separation from Defendants, these sums were certain and known to Defendants.

118. As a result, Defendants are liable to Plaintiff for waiting time penalties amounting to thirty (30) days wages for Plaintiff pursuant to California Labor Code § 203. See, e.g., DLSE

1 Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an employee to
2 recover waiting time penalties).

3
4 **IX.**
5 **SIXTH CAUSE OF ACTION**
6 **UNFAIR COMPETITION PURSUANT TO**
7 **BUSINESS & PROFESSIONS CODE § 17200**
8 **[Against all Defendants on behalf of Plaintiff]**

9 119. Plaintiff, on behalf of herself and the general public, realleges and incorporates by
10 reference all previous paragraphs.

11 120. Plaintiff, on behalf of himself and the general public brings this claim pursuant to
12 Business & Professions Code § 17200, et seq. The conduct of Defendants as alleged in this
13 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff and the general
14 public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning
15 of Code of Civil Procedure § 1021.5. Plaintiff is a “person” within the meaning of Business &
16 Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive
17 relief, restitution, and other appropriate equitable relief.

18 121. Defendants have engaged in unlawful and unfair business practices that violate
19 fundamental public policies of the state of California and the United States of America As a result
20 of its unlawful and unfair business practices, Defendants have forced employees to work under
21 substandard and unlawful conditions in an effort to gain a competitive advantage over law-
22 abiding employers who comply with California’s Labor Code.

23 122. Defendants have violated statutes and public policies as alleged herein. Through
24 the conduct alleged in this Complaint, Defendants have acted contrary to these public policies,
25 have violated specific provisions of the Labor Code, and have engaged in other unlawful and
26 unfair business practices in violation of Business & Profession Code § 17200, et seq., depriving
27 Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and
28 privileges guaranteed to all employees under law.

123. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
violation of § 17200 et seq. of the Business & Professions Code.

124. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care, should have known that the conduct was unlawful. As such it is a violation of § 17200 et seq. of the Business & Professions Code.

125. As a proximate result of the above-mentioned acts of Defendants, Plaintiff, others similarly situated, other businesses, and the general public have been damaged in a sum as may be proven.

126. As part of his claim against Defendants, Plaintiffs seeks not only the unpaid wages and meal/rest period premiums and compensation for the failure to follow California's employment laws as set forth herein, but also the market value of the loss of the statutory protections and the cost to other employers of providing proper breaks, wages for all hours worked and at the proper amounts, and for following California's employment laws. *See e.g. Safeway, Inc. v. Sup. Ct.*, 238 Cal.App.4th 1138, 1162 (2015).

127. Unless restrained, Defendants will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendants, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and the general public of the money Defendants have unlawfully failed to pay.

X.
SEVENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF LABOR CODE § 98.6
[Against all Defendants on behalf of Plaintiff]

128. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

129. Labor Code § 98.6 provides that (a) a person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5

1 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant
2 for employment has filed a bona fide complaint or claim or instituted or caused to be instituted
3 any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor
4 Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because
5 the employee has initiated any action or notice pursuant to Section 2699, or has testified or is
6 about to testify in a proceeding pursuant to that section, or because of the exercise by the
7 employee or applicant for employment on behalf of himself, herself, or others of any rights
8 afforded him or her.

9 130. Pursuant to Labor Code § 98.6, an employee who is discharged, threatened with
10 discharge, demoted, suspended, retaliated against, subjected to an adverse action, or in any other
11 manner discriminated against in the terms and conditions of his or her employment because the
12 employee engaged in any conduct delineated in this chapter, including the conduct described in
13 subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of
14 Division 2, or because the employee has made a bona fide complaint or claim to the division
15 pursuant to this part, or because the employee has initiated any action or notice pursuant to
16 Section 2699 shall be entitled to reinstatement and reimbursement for lost wages and work
17 benefits caused by those acts of the employer.

18 131. Labor Code § 98.6 provides that an employee who experiences a violation of that
19 Labor Code section is entitled to reinstatement and reimbursement for lost wages and work
20 benefits caused by those acts of the employer.

21 132. Plaintiff alleges for the reasons set forth herein, that Defendants discriminated,
22 retaliated, and took adverse actions against her after she complaint about unlawful conduct and
23 Labor Code violations detailed herein.

24 133. This discrimination and retaliation resulted in Plaintiff's termination.

25 134. As a result of defendants' adverse employment actions against Plaintiff, Plaintiff
26 has suffered general and special damages in sums according to proof.

27 135. As a direct, foreseeable, and proximate result of the actions of Defendants,
28 Plaintiff has suffered, and continues to suffer, emotional distress, loss of earnings, and loss of

1 employment. Plaintiff is entitled to damages in an ascertainable amount to be determined
2 according to proof.

3 **XI.**
4 **EIGHTH CAUSE OF ACTION**
5 **RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**
6 **[Against all Defendants on behalf of Plaintiff]**

7 136. Plaintiff re-alleges and incorporates by reference each and every allegation set
8 forth in the preceding paragraphs.

9 137. At all relevant times, Labor Code section 1102.5 was in effect and was binding on
10 defendants. This statute prohibits defendants from retaliating against any employee, including
11 Plaintiff, for actually raising complaints of actual or potential illegality, for providing information
12 of such potential or actual illegality, because the employee is believed to have engaged in such
13 conduct, or because the employee may engage in such conduct. The statute also further prohibits
14 defendants from retaliating against any employee, including plaintiffs, where the employee
15 refused to participate in activity that would result in a violation of the law.

16 138. Plaintiff raised complaints of illegality while she worked for Defendants, including
17 but not limited to facts and conduct giving rise to violations of the California Labor Code, the
18 Ralph Act, acts of violence, including threatening conduct by Derek and his attempts to hit her as
19 detailed above and as a result, defendants retaliated against plaintiffs by discriminating against
20 her, harassing her, and taking adverse employment actions, including employment termination
21 (either actually and/or constructively), against her.

22 139. As a proximate result of defendants' willful, knowing, and intentional violations of
23 Labor Code section 1102.5, Plaintiff has suffered and continues to suffer humiliation, emotional
24 distress, and mental and physical pain and anguish, all to their damages in a sum according to
25 proof.

26 140. As a result of defendants' adverse employment actions against Plaintiff, Plaintiff
27 has suffered general and special damages in sums according to proof.

28 141. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
and/or oppressive manner, and this entitles plaintiffs to punitive damages against Defendants.

XII.
NINTH CAUSE OF ACTION
PLAINTIFF'S CLAIMS FOR WRONGFUL TERMINATION OF
EMPLOYMENT IN VIOLATION OF PUBLIC POLICY - TAMENY V.
ATLANTIC RICHFIELD CO., 27 CAL. 3D 167 (1980)
[Against all Defendants on behalf of Plaintiff]

142. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

143. Defendants terminated plaintiffs' employment in violation of various fundamental public policies underlying both state and federal laws. Specifically, Plaintiffs' employment was terminated in part because of her complaints about substandard working conditions including a lack of adequate pay, unsafe and dangerous working conditions created by Defendant Negar Matian's boyfriend and that Negar Matian permitted to occur in the workplace, Plaintiff's reports to Kellie Sheehan of the lack of adequate pay, her refusal to accept a reduction in pay that would result in a further minimum wage violation and pay arrangement that did not comply with California Labor Code § 510 and IWC Wage Order No. 15-2001, being paid out of another employee's check due to Defendant Matian Law Group Inc. and Negar Matian's fraudulent conduct, and of the fact that she was subjected to threats of violence in the workplace (Derek's attempt to hit her). These good faith complaints were protected activities within the meaning of California. These actions were in violation of, but not limited to, the California Constitution, and California Labor Code sections 98.6 and 1102.5.

144. As a proximate result of defendants' wrongful termination of plaintiffs' employment in violation of fundamental public policies, Plaintiff has suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damages in a sum according to proof.

145. As a result of Defendants' wrongful termination of her employment, Plaintiff has suffered general and special damages in sums according to proof.

146. Plaintiff have incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, Plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

1 147. Defendants' wrongful termination of Plaintiff's employment was done
2 intentionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles plaintiffs to
3 punitive damages.

4 **XIII.**
5 **TENTH CAUSE OF ACTION**
6 **PLAINTIFF'S CLAIMS FOR WRONGFUL CONSTRUCTIVE TERMINATION**
7 **OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY - TAMENY V.**
8 **ATLANTIC RICHFIELD CO., 27 CAL. 3D 167 (1980)**
9 **[Against all Defendants on behalf of Plaintiff]**

10 148. Plaintiff re-alleges and incorporates by reference each and every allegation set
11 forth in the preceding paragraphs.

12 149. Defendants constructively terminated Plaintiff's employment in violation of
13 various fundamental public policies underlying both state and federal laws.

14 150. Defendants terminated plaintiffs' employment in violation of various fundamental
15 public policies underlying both state and federal laws. Specifically, Plaintiffs' employment was
16 terminated in part because of her complaints about substandard working conditions including a
17 lack of adequate pay, unsafe and dangerous working conditions created by Defendant Negar
18 Matian's boyfriend and that Negar Matian permitted to occur in the workplace, Plaintiff's reports
19 to Kellie Sheehan of the lack of adequate pay, her refusal to accept a reduction in pay that would
20 result in a further minimum wage violation and pay arrangement that did not comply with
21 California Labor Code § 510 and IWC Wage Order No. 15-2001, being paid out of another
22 employee's check due to Defendant Matian Law Group Inc. and Negar Matian's fraudulent
23 conduct, and of the fact that she was subjected to threats of violence in the workplace (Derek's
24 attempt to hit her) and an unsafe workplace/environment. These good faith complaints were
25 protected activities within the meaning of California. These actions were in violation of, but not
26 limited to, the California Constitution, and California Labor Code sections 98.6 and 1102.5.

27 151. As a proximate result of Defendant's wrongful constructive termination of
28 Plaintiff's employment in violation of fundamental public policies, Plaintiff has suffered and
continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all
to their damages in a sum according to proof.

152. As a result of Defendants' wrongful constructive termination of her employment, Plaintiff has suffered general and special damages in sums according to proof.

153. Plaintiff has incurred and continue to incur legal expenses and attorneys' fees. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, Plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

154. Defendants' wrongful constructive termination of Plaintiff's employment was done intentionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles Plaintiff to punitive damages.

XIV.
ELEVENTH CAUSE OF ACTION
PLAINTIFF'S CLAIMS FOR INTENTIONAL INFLICTION OF EMOTIONAL
DISTRESS - HUGHES V. PAIR, 46 CAL.4TH 1035 (2009)
[Against all Defendants on behalf of Plaintiff]

155. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

156. Defendants' discriminatory, harassing, and retaliatory actions against Plaintiff constituted extreme and outrageous misconduct and caused Plaintiff severe emotional distress. Defendants were aware that treating Plaintiff in the manner alleged above including depriving plaintiffs of their livelihood and source of income and her residence in the middle of a pandemic would devastate Plaintiff and cause them extreme hardship.

157. As a proximate result of Defendants' extreme and outrageous conduct, Plaintiff has suffered and continues to suffer severe emotional distress. Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits as a result of being emotionally distressed.

158. As a proximate result of Defendants' extreme and outrageous conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to proof.

159. As a proximate result of Defendants' adverse employment actions against Plaintiff, Plaintiff has suffered general and special damages in sums according to proof.

160. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles Plaintiff to punitive damages.

XIII.

TWELVETH CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
FOR PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ. FOR VIOLATIONS
OF LABOR CODE §§ 1. 98.6, 201, 202, 203, 204, 210, 226.7, 226.8, 510, 512, 558, 1102.5,
1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well as IWC Wage Order No. 15-2001**

161. Plaintiff, on behalf of the State of California, realleges and incorporates by reference all previous paragraphs.

162. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2698, *et seq.* because of Defendants' violations of Labor Code §§ 98.6, 201, 202, 203, 204, 210, 226.7, 226.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well as IWC Wage Order No. 15-2001

163. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula unless a civil penalty is already proscribed under the Labor Code:

\$100 for the initial violation per employee per pay period; and

\$200 for each subsequent violation per employee per pay period.

164. These penalties will be allocated 75% to the Labor Workforce Development Agency and 25% to the affected employees. These penalties may be stacked separately for each of Defendants violations of the California Labor Code. *See e.g. Kaanaana v. Barrett Business Services, Inc.*, 29 Cal.App.5th 778, 808 (2018) (acknowledging that the employees could get separate PAGA penalties for interrupted meal periods because interrupted meal periods violated Labor Code sections 1194 and 512 and remanding to the trial court to determine the amount of PAGA penalties to award); *Magadia vs. Wal-Mart*, No. 17-CV-00062-LHK, 2019 U.S. Dist. LEXIS 91792 (N.D. Cal. May 31, 2019) (awarding three sets of PAGA penalties including several during the same pay period); *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx) 2012 U.S.Dist. LEXIS 86975, at *59, fn. 77 (C.D.Cal. June 22, 2012) (holding that

1 although the plaintiff did not seek stacked PAGA penalties, that “PAGA penalties can be
2 ‘stacked,’ *i.e.*, multiple PAGA penalties can be assessed for the same pay period for different
3 Labor Code violations.”); *accord Schiller v. David’s Bridal, Inc.*, No. 1:10-cv-00616 AWI SKO)
4 2010 U.S. Dist. LEXIS 81128, at *17 (E.D. Cal. July 14, 2010); *Pulera v. F & B, Inc.*, No. 2:08-
5 cv-00275-MCE-DAD, 2008 U.S. Dist. LEXIS 72659, 2008 WL 3863489, at * 2-3 (E.D. Cal.
6 Aug. 19, 2008); *Smith v. Brinker Intern, Inc.*, No. C 10-0213 VRW, 2010 U.S. Dist. LEXIS
7 54110, 2010 WL 1838726, at * 2-6 (N.D. Cal. May 5, 2010).

8 165. Labor Code § 210 provides that “in addition to, an entirely independent and apart
9 from, any other penalty provided in this article, every person who fails to pay the wages of each
10 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
11 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
12 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
13 each failure to pay each employee, plus 25% of the amount unlawfully withheld.”

14 166. As a result of the faulty compensation policies and practices described in detail
15 above, the State of California is entitled to recover penalties under Labor Code § 210 through
16 PAGA.

17 167. Further, Labor Code § 558 imposes a penalty upon employers “who violates, or
18 causes to be violated...any provision regulating hours and days of work in any order of the
19 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
20 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
21 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For
22 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
23 period for which the employee was underpaid...” Based upon the above factual allegations
24 related to overtime, meal period, and rest period violations, Plaintiff and the aggrieved employees
25 are entitled to recover civil penalties under Labor Code § 558 and not any underpaid wages under
26 PAGA. *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019).

27 168. Labor Code § 1174 provides that each employer shall keep “payroll records
28 showing the hours worked daily by and the wages paid to...employees employed

1 at...establishments.” An employer who fails to maintain the records proscribed by Labor Code §
2 1174 is subject to a civil penalty of five hundred (\$500) dollars under Labor Code § 1174.5.

3 169. Labor Code § 226.8 provides for a civil penalty of not less than five thousand
4 dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in
5 addition to any other penalties or fines permitted by law if the Labor and Workforce Development
6 Agency or a court issues a determination that a person or employer has engaged in the willful
7 misclassification of an individual as an independent contractor. Defendant Negar Matian and
8 Matian Law Group Inc. practice in the field of employment law on behalf of employers and are
9 aware of the difference between an independent contractor and employee, yet improperly
10 classified Plaintiff as an independent contractor.

11 **RELIEF REQUESTED**

12 **WHEREFORE**, Plaintiff prays for the following relief:

13 1. For compensatory damages in the amount of unpaid wages not paid to Plaintiff
14 from four (4) years prior to the filing of the Complaint and continuing into the present as may be
15 proven;⁵

16 2. For compensatory damages in the amount of unpaid overtime wages, including
17 double time, not paid to Plaintiff from four (4) years prior to the filing of the Complaint and
18 continuing into the present as may be proven;

19 3. For compensatory damages in the amount of Plaintiff’s unpaid meal period
20 premiums from at least four (4) years prior to the filing of this action to the present as may be
21 proven;

22 4. For compensatory damages in the amount of Plaintiff’s unpaid rest period
23 premiums from at least four (4) years prior to the filing of this action to the present as may be
24 proven;

25 5. An award to Plaintiff and the Late Payment Subclass of waiting time penalties in
26 the amount of up to 30 days’ wages;

27 _____
28 ⁵ If Defendants do not file a responsive pleading, Plaintiff reserves her right to amend her prayer for relief to include additional and/or more specific information prior to seeking the entry of default and obtaining a default judgment.

1 6. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200 including disgorgement of profits and the market loss to Defendants competitors, in an
3 amount as may be proven;

4 7. An order enjoining Defendants and its agents, servants, and employees, and all
5 persons acting under, in concert with, or for it from providing Plaintiff and its employees
6 minimum wages, overtime hours worked, proper meal periods, proper rest periods, meal period
7 premiums, rest period premiums, requiring it to investigate employee complaints, and to refrain
8 from retaliating against employees who make a lawful or good faith complaint about unlawful
9 conduct;

10 8. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved
11 employees because of Defendants' violation of Labor Code §§ 204, 210, 226(a) and (c), 226.3,
12 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well as IWC Wage
13 Order No. 5-2001

14 9. For general, compensatory and/or special damages in an amount according to
15 proof for Plaintiff's loss of past and future earnings, loss of job security and all damages flowing
16 therefrom;

17 10. For general, compensatory, and/or special damages to compensate Plaintiff for any
18 past and future medical expenses, emotional distress, and suffering and related damages;

19 11. For special damages according to proof;

20 12. For exemplary damages, according to proof;

21 13. For pre-judgment and post-judgment interest on all damages awarded to the extent
22 permitted by law;

23 14. For reasonable attorneys' fees;

24 15. For costs of suit incurred;

25 16. For declaratory relief;

26 17. For such other and further relief as the Court may deem just and proper.

27 18. An award of prejudgment and post judgment interest;

1 19. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200, including disgorgement or profits, in an amount as may be proven;

3 20. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved
4 employees because of Defendants' violation of Labor Code §§ 98.6, 201, 202, 203, 204, 210,
5 226.7, 226.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well
6 as IWC Wage Order No. 15-2001

7 21. An award of attorneys' fees, including but not limited to pursuant to Labor Code §
8 218.5, Code of Civ. Proc. Section 1021.5, and PAGA;

9 22. An award providing for payment of costs of suit;

10 23. Such other and further relief as this Court may deem proper and just.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a trial of her claims by jury for causes of action 1-5 and 7-11,
13 but not claims 6 (unfair competition) and 12 (PAGA) for which a bench trial is required.

14
15 DATED: April 9, 2021

WINSTON LAW GROUP, P.C.

16
17 By: David S. Winston
18 DAVID S. WINSTON
19 Attorney for Plaintiff
20
21
22
23
24
25
26
27
28

Exhibit A

WINSTON LAW GROUP, P.C.

1180 S BEVERLY DR., SUITE 610 • LOS ANGELES, CA 90035 • (424) 288-4568

April 9, 2021

Via Online Filing with the LWDA & by Certified Mail to Defendants

Negar Matian¹
5250 Louise Ave.
Encino, CA 91316

Matian Law Group Inc.²
P.O. Box 260177
Encino, CA 91426

Re: Andrea Isabel Claros Reyes aka Isabel Claros vs. Matian Law Group Inc. and Negar Matian - California Labor Code §2699 Penalties

Gentlepersons:

This firm represents Andrea Isabel Claros Reyes aka Isabel Claros. A true and correct copy of the Complaint that is being filed with the Los Angeles County Superior Court is attached hereto. In the attached Complaint, Plaintiff identifies the affected aggrieved employees, details the facts and theories which support the alleged violations, details the specific Labor Code violations experienced by Plaintiff and the aggrieved employees, sets forth the people/entities, dates, classification, violations, events, and actions which are at issue to the extent presently known to Plaintiff. Specifically, Plaintiff alleges that Defendants violated Labor Code §§ 98.6, 201, 202, 203, 204, 210, 226.7, 226.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well as IWC Wage Order No. 15-2001. Many of these violations, including the wrongful termination and unlawful retaliation committed against Ms. Claros are non-curable violations pursuant to Labor Code § 2699.5.

This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth here. See **Exh. 1**; *Munoz v. Giumarra Vineyards Corp.*, No. 1:09-CV-0703 AWI JLT, 2015 WL 5326202, at *4 (E.D. Cal. Sept. 11, 2015) (finding that a PAGA Notice that only included a copy of the Complaint constituted valid notice).

Notably, Plaintiff brings these PAGA claims against Defendants Negar Matian and Matian Law Group Inc. in their capacity as an employer as well as against Negar Matian personally pursuant to

¹ Ms. Matian uses this as her business address for the acceptance of service per the California Secretary of State website. Note, that she misspelled Encino on her State of Information submitted to the California Secretary of State, which has been corrected here.

² This is the entity mailing address registered with the California Secretary of State.

April 9, 2021
Page 2 of 2

Labor Code § 558.1. Labor Code § 558.1 provides that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Based upon Labor Code § 558.1, the California Court of Appeal held in a published decision in *Atempa v. Pedrazzani*, 27 Cal.App.5th 809, 820 (2018) that although the alter ego doctrine did not apply, PAGA penalties could be awarded against “any ‘other person’” who causes a violation of the overtime pay or minimum wage laws.” As explained in the attached Complaint, Negar Matian caused violations of Labor Code sections 203, 226.7, and 1194 such that she is personally liable for PAGA penalties aside from the establishment of any employment and/or alter ego relationship.

If the LWDA has any questions, please do not hesitate to contact me.

Very truly yours,

WINSTON LAW GROUP, P.C.

By: David S. Winston
DAVID S. WINSTON

Certified Mail #: 7020 1810 0000 4230 5322
7020 1810 0000 4230 5216

Exhibit 1

WINSTON LAW GROUP, P.C.

David S. Winston, Esq. CA Bar No. 301667

david@employmentlitigators.com

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Phone: (424) 288-4568

Fax: (424) 532-4062

Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANDREA ISABEL CLAROS REYES AKA
ISABEL CLAROS, an individual,

PLAINTIFF,

v.

MATIAN LAW GROUP INC., a California
Corporation, NEGAR MATIAN, an
individual, and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.:

**INDIVIDUAL AND PAGA
REPRESENTATIVE COMPLAINT FOR:**

1. Failure to Pay Minimum Wages In Violation of Labor Code §§ 1194 and 1194.2
2. Failure to Pay Overtime Wages In Violation of Labor Code § 510
3. Failure to Provide Lawful Meal Periods And Pay Meal Period Premiums Pursuant to Labor Code §§ 226.7 and 512; IWC Wage Order No. 15-2001
4. Failure to Provide Lawful Rest Periods And Pay Rest Period Premiums Pursuant to Labor Code § 226.7; IWC Wage Order No. 15-2001
5. Waiting Time Penalties Pursuant to Labor Code Section 203
6. Unfair Competition in Violation of Business & Professions Code § 17200
7. Retaliation In Violation of Labor Code § 98.6
8. Retaliation In Violation of Labor Code § 1102.5
9. Wrongful Termination In Violation of Public Policy
10. Wrongful Constructive Termination Of Employment In Violation Of Public Policy
11. Intentional Infliction of Emotional Distress
12. Penalties Pursuant to PAGA for violations of Labor Code §§ 98.6, 201, 202, 203, 204, 210, 226.7, 226.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well as IWC Wage Order No. 15-2001

DEMAND FOR JURY TRIAL

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. Plaintiff Andrea Isabel Claros Reyes aka Isabel Claros (“Plaintiff” or “Isabel”), an individual, complains of Defendants Matian Law Group Inc. and Negar Matian and the Doe Defendants (“Defendants”) and each of them, as follows.

2. California Employment Attorney and Defendant Negar Matian and Defendant Matian Law Group jointly employed Plaintiff Andrea Isabel Claros Reyes from in or around 2007 until in or around February 10, 2021.

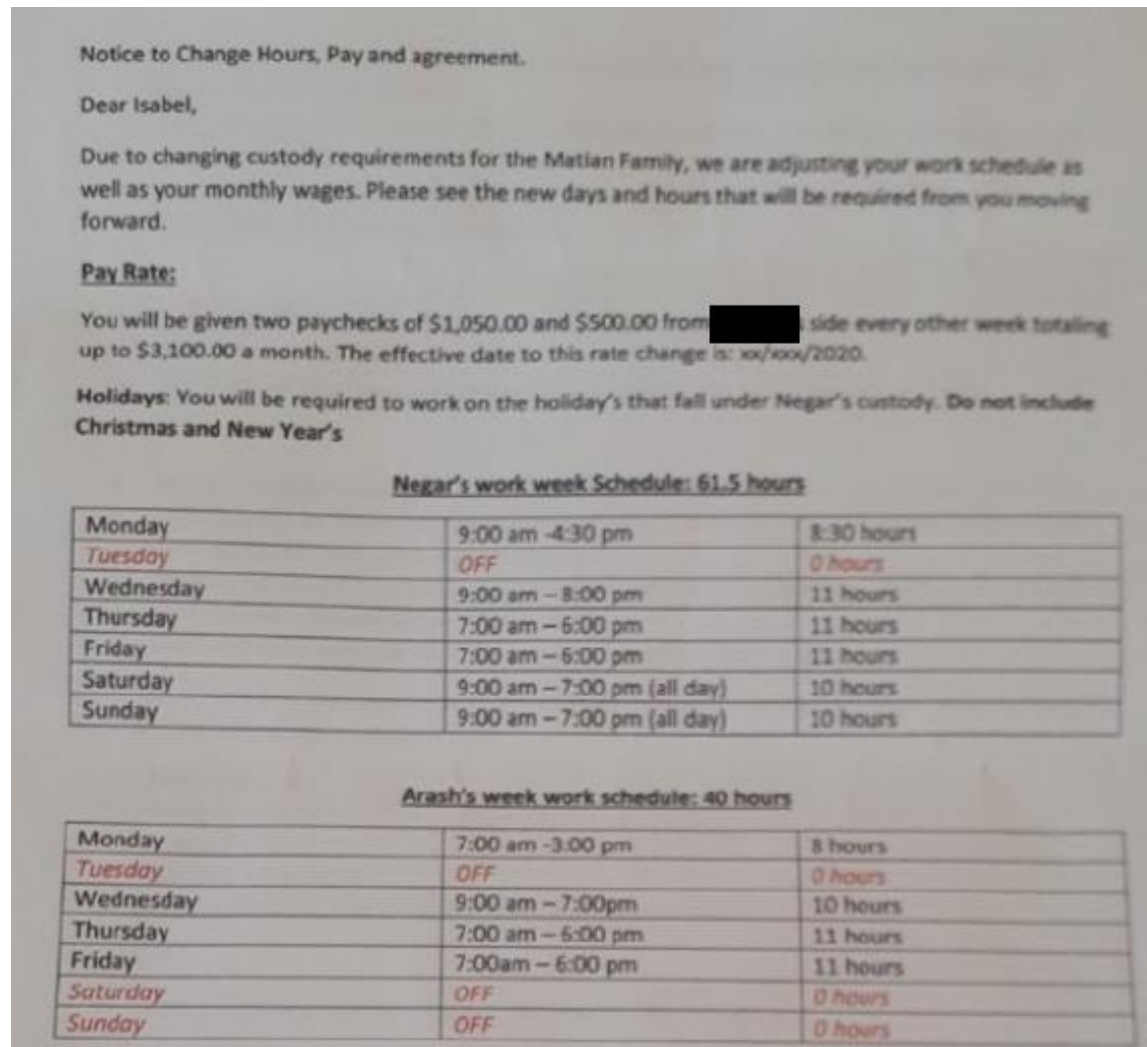
3. This case concerns a California Employment Attorney who shockingly made no effort whatsoever to follow California’s employment laws, including paying her employee even half of the minimum wage or providing meal or rest breaks despite forcing Plaintiff to regularly work shifts in excess of sixteen (16) hours and twenty (20) hours per day. Instead, Defendant Negar Matian, who is a California licensed attorney who practices employment law treated Plaintiff as a modern-day indentured servant by paying her a daily wage rate resulting in earnings of between four (4) years prior to the filing of the Complaint to in or around January 2019 of approximately \$5.18 per hour to \$6.47 per hour.¹ In January 2019 to April 2020, Defendants gave Plaintiff a “raise” below the minimum wage to approximately² \$5.53 to \$6.91 per hour.

4. In or around April 2020, after Plaintiff found another position and decided to leave Defendants, who are an employment attorney and employment law firm, finally agreed to provide a Plaintiff another “raise” that not only actually reduced her wages from approximately \$775 per week to approximately \$715.43 per week, but did not provide for any overtime wages and still resulted in minimum wage violations. Specifically, Defendants agreed to provide Plaintiff with “two paychecks of \$1,050 per month and \$500.00 that it proposed to pay through the paycheck of another employee that it claimed would result in a salary of \$3,100 a month. This resulted in an

¹ During this period, Plaintiff usually worked between sixteen (16) to twenty (20) hours per day and was paid according to the following schedule regardless of the number of hours that she worked: \$100.00 per day Monday-Friday, \$75 on Saturday, and \$150 on Sunday.

² During this period, Plaintiff usually worked between sixteen (16) to twenty (20) hours per day and was paid according to the following schedule regardless of the number of hours that she worked: \$100.00 per day Monday-Saturday and \$175 on Sunday.

1 approximate pay rate of between \$5.11 to \$6.40 per hour or \$715.00 per hour. Of course, despite
2 the fact that Defendant Negar Matian is an employment attorney and her law firm/alter ego
3 Matian Law Group Inc. represents employers, she did not even pay her own employee half of the
4 minimum wage rate then in effect in California (\$13.00) or in Los Angeles (\$14.00 prior to July
5 2020):



Also i want a schedule wich i will following now on. And i want get paid by check not through [REDACTED] paycheck.

5. It is important to note that no work schedule was actually set as evidenced by the above text complaining about the lack of a set work schedule later in 2021, and that even if Defendants attempt to construe this as a work schedule, it still would have resulted in pay below

1 California and Los Angeles' minimum wage and still does not provide for a single dollar of
2 overtime pay.

3 6. Even more egregiously, Defendants reduced Plaintiff's wages to a paltry \$1,000.00
4 per month in or around February 2021, which results in an hourly rate of between \$1.67 to \$2.08
5 per hour or less.

6 7. Plaintiff also brings a number of claims based upon Defendants' collective
7 egregious violations of the California Labor Code as well as claims for retaliation and wrongful
8 termination. In addition to grossly underpaying Plaintiff and openly flaunting California's
9 employment laws, California Employment Attorney Negar Matian and her law firm Matian Law
10 Group, Inc. knowingly permitted her third-party, live-in boyfriend Derek to harass her. This
11 includes, but is not limited to, allowing Derek to remain in the working environment after he told
12 Plaintiff "she needed to go back to her country," wiped a bag of literal dog poop on Plaintiff's
13 face, and was violent and aggressive towards Plaintiff and tried to hit Plaintiff.

14 8. Even more incredulously, Defendants Negar Matian and Matian Law Group, Inc.
15 fired Plaintiff because of the substandard working conditions as well as the issues caused by
16 Derek's unlawful conduct in the workplace and the resulting hostile and unsafe work environment
17 it created for Plaintiff. When Plaintiff found a new position and quit in April 2020, Defendants
18 Negar Matian and Matian Law Group Inc. agreed to take measures to protect Plaintiff from Derek
19 and limit her contact with him and convinced her to stay.

20 9. Unfortunately, after nearly a year passed Defendants Negar Matian and Matian
21 Law Group, Inc. decided that Derek mattered more to them than Plaintiff's safety or protecting
22 her from the hostile working conditions it created by Derek, including the fact that he tried to hit
23 Plaintiff, leading to Plaintiff's ultimate termination in or around February 2021—See next page
24 for written complaint made by Plaintiff to Kellie Sheehan:
25
26
27
28

Kelly I'm so sorry . I'm tired talking about the same thing. The last time that I talked whit Mrs. Negar I couldn't said to her everything because she star yelling at me because is the way that she use to talk and make the people understand to her. She keep doing what her boyfriend said He doesn't want me in this house . She doesn't fired me because she doesn't have money for pay me . She fired me because she promised to her boyfrien and his kids to do it. She did the rules to keep them downstairs an not come to the firsrt floor I didn't ask her to put restriccion to him, the situation for her is chaotic and i understand that but she created it because she promised me keep him away from me and in the other side promise him to fired me. I know that because i heard them fight for the same reason: because i'm still in the house. To avoid this kind of situation I decided leave this house in april 2020 and i give her 2 weeks notice in advance and she accepted. Because I feels I cannot live with the person that yelled at me and try to hit me more than once. He did it infront of her. She's counsious about that And she begun calling her friend's telling them that her boyfriend isn't aggressive that he just defend himself wich is not true.

Now the rules has changed and they are allowed to be around the house I don't feel safe with them around the rooms. When i answered the first time i did not mentioned that because i did not accepted the fact that they are allowed in the rooms area. I was shocked when you explained me that they are going to sleep in the kids rooms.

Given that i'm not going to accept the new agreement i just accepted what i wrote, the last thing i told to Mrs Negar was that i'm going to forget all what we talked about and i'm going back till the day she fired me, so I need the termination letter and a reference letter wich i have asked you on Monday when you told me if that if i accept the agreement for \$1,000 you will give me my job back but if

10. Defendants cannot plausibly argue that any issues existed with Plaintiff's job performance as Negar Matian provided Plaintiff with a reference letter wherein she stated that Plaintiff "is truly a hardworker; loving nanny and **I would recommend her to any family**"—letter on the next page:

///

///

///

///

///

///

Dear To whom it may concern,:

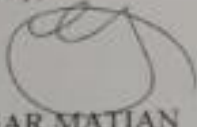
Let this serve as a Letter of Recommendation for Ms. Isabel Claros who began working for me as a live-in nanny in 2007 and stayed on with me for 14 years. She has shown great dedication and love towards my family over the years.

She was responsible for my growing family of 4 kids, starting from early in the day by waking them for school, bathing, feeding, getting them to school until when they arrived home and was able to get the kids ready for their extracurricular activities and assist with studies until they went to sleep in the evening.

She showed aspirations to take on more responsibility and begin housekeeping for a very large 10K sqft home and she began cooking meals for the family as well.

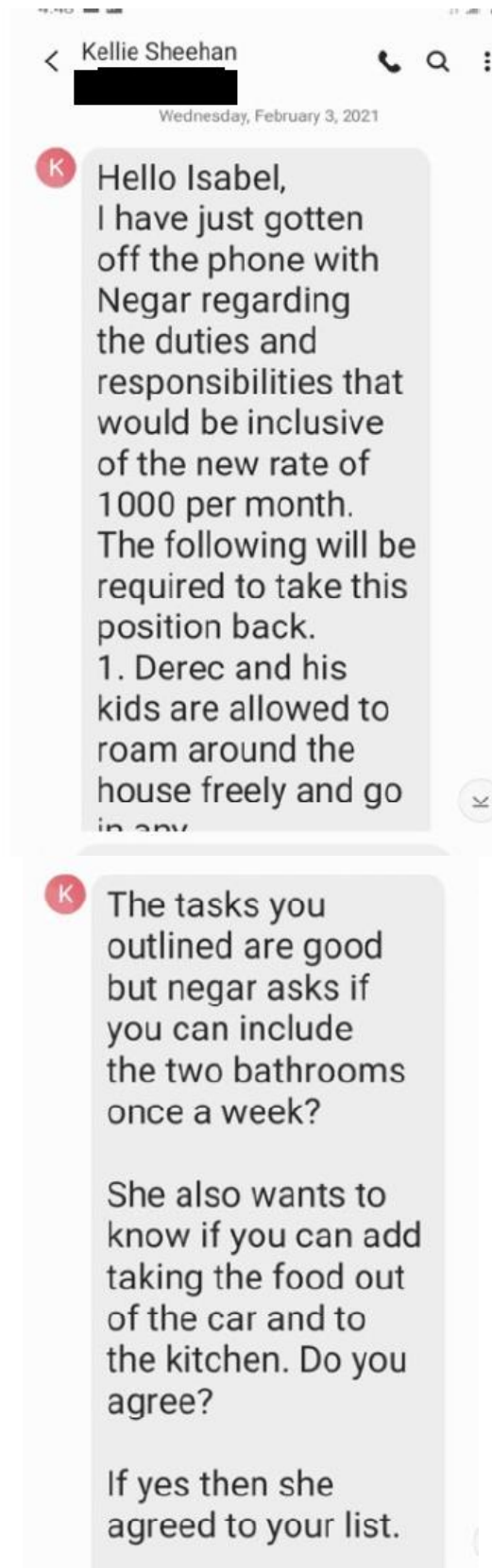
She is truly a hard worker, loving nanny and I would recommend her to any family.

Sincerely,


NEGAR MATIAN
ESQ.

11. Moreover, Defendants also cannot plausibly argue that any issues existed with Plaintiff's job performance as they immediately sought to rehire Plaintiff at a meager \$1,000.00 per month in February 2021 because Negar Matian claimed that Defendants could not afford to pay more than \$100 a day, which is approximately between \$5.00 to \$6.25 per hour. Defendant Negar Matian and Matian Law Group Inc., including other employees of the firm, attempted to force Plaintiff to accept an hourly rate of approximately \$1.67 to \$2.08 per hour despite the fact that according to Zillow, her home is valued at over \$6,000,000. When Plaintiff offered to accept a reduction in wages—despite the fact that she legally could not agree to work for less than the minimum wages—Defendants “rehired her” for a few days and then terminated her for refusing

1 to accept a paltry \$1.67 to \$2.08 per hour that was a fraction of what Defendants were obligated
2 to pay her under California's minimum wage law:



12. Once Plaintiff objected to these terms and asked for a letter documenting her termination—in other words the required notice of change in status pursuant to Section 1089 of the California Unemployment Code, two different employees of Defendant Matian Law Group Inc. (Negar Matian and Kellie Sheehan) could not even agree amongst each other if Plaintiff was fired or quit. To be clear, Plaintiff was fired in or around early 2021, Defendants offered her job back at significantly reduced pay, Plaintiff accepted and worked under those conditions even though it provided for less than minimum wage, and then was constructively discharged when she refused additional unlawful conditions. However, the fact that Defendants could not even agree whether or not Plaintiff was terminated in their own view is telling of the pretextual and retaliatory nature of their conduct:

I can not give you a termination letter. It is not approved by Negar because she is under the impression you quit. If that was the case, then I was offering you your position back for \$500 every two weeks for the 5 tasks you listed.

13. As explained above, Plaintiff did not quit in or around the beginning of February 2021, she was wrongfully terminated by Defendants and then offered a position with even less pay that was well below the minimum wage:

< Me
6:48 PM, Feb 5

To clarify I DID NOT QUIT In any moment show me a proof please. On Monday Negar says to stop working and stop doing the things i do she start yelling all over the place and she left. you and [REDACTED] were witnesses of that that she sais she didnt want to talk about it anymore". She can have the impression that i quit just for her convenience. But i didn't quit. And i dont think its fair to kick me off after 14 years that i worked for her. And now that im sick / old and injured now she doesn't finds me useful anymore. When i asked her about it she told me to ask you for the letter and tell you what i wanted in the letter. I requested my indemnization several times but i received a denial from her, now that she fired me i'm only requesting those letters. As i said before all i want its terminate this on the best way for that reason im asking for the reference letter so i can get other choices which i asked you on monday and other days but unfortunately i havent received it

1 < Kellie Sheehan
2 2:55 PM, Feb 3
3 Hello Isabel,
4 I have just gotten off the phone with Negar
5 regarding the duties and responsibilities that
6 would be inclusive of the new rate of 1000 per
7 month. The following will be required to take this
8 position back.
9 1. Derec and his kids are allowed to roam around
10 the house freely and go in any room they want
11 without any problems or restrictions.
12 2. Collecting mail
13 3. keeping the great room doors closed.
14 4. keeping the pool cover closed when it's raining
15 5. taking the trash out
16 6. Nager's and the kids laundry.
17 7. cleaning of the kitchen breakfast and upper
18 area excluding the room for [REDACTED] and the [REDACTED]
19 rooms.
20 8. Taking care of [REDACTED] including cooking for her
21 only
22 9. Cleaning all bathrooms on the first floor

23 K I sent NEGAR your contract
24 and letter for review earlier
25 today. She hadn't responded
26 with her edits. Once she does,
27 I can sent to you.
28
So to be clear, what is your
position? Are you with us for
\$500 every two weeks?
Are you quitting ? I need to
know in order to adjust pay
based on Wednesday 6:56 PM
Im not quitting. But I dont
accept my salary of \$1550
byweekly being cut off to
\$500 byweekly. I dont think
its fair when we had an
agreement which she's clearly
not following. Just to be
clear.NEGAR fired me. Thats
reason for what I'm asking you
the docs I've already told you
that i need 7:09 PM

14. Plaintiff's unfair Bus. & Prof. Code claim arise, aside from the wage and hour issues, from Negar Matian and Matian Law Group, Inc.'s obvious failure to comply with California law, including but not limited to, paying Plaintiff's wages through another employee of her law firm so that it did not appear on the books as a payment to Plaintiff, paying Plaintiff through law firm funds while telling Plaintiff if she wants to sue her don't sue her law firm, just sue her personally, using corporate funds for personal purposes (which result in tax fraud by Negar Matian because, based upon information and belief, she counted them as an operating expense for her firm instead of as wages paid by her personally from her post-tax dollars resulting in an unfair competitive advantage for both Negar Matian and Matian Law Group Inc.).³ Once again, these claims sound unbelievable, but are supported by documentary evidence including text messages—including one from Plaintiff that says "Also I want a schedule wich [sic] I will following [sic] now on. And I want get paid by check not through [other employee of Matian Law Group Inc.]'s⁴ paycheck." and an actual written contract—Note that the redacted name is not Negar Matian or Arash Matian or anyone who was required or suffered or permitted Plaintiff to work, but another employee of Matian Law Group who was also a victim of Negar Matian and Matian Law Group Inc:

Also i want a schedule wich i will following now
on. And i want get paid by check not through
[REDACTED] paycheck.

///

///

///

³ These issues are relevant to Plaintiff's Bus. and Prof. Code § 17200 claim because Plaintiffs seeks not only the unpaid wages and meal/rest period premiums, but also the market value of the loss of the statutory protections and the cost to other employers of following California's employment laws. See *e.g. Safeway, Inc. v. Sup. Ct.*, 238 Cal.App.4th 1138, 1162 (2015).

⁴ The name of the other employee has been redacted for privacy purposes because they are also a victim of Negar Matian and Matian Law Group Inc.'s unlawful conduct.

Notice to Change Hours, Pay and agreement.

Dear Isabel,

Due to changing custody requirements for the Matian Family, we are adjusting your work schedule as well as your monthly wages. Please see the new days and hours that will be required from you moving forward.

Pay Rate:

You will be given two paychecks of \$1,050.00 and \$500.00 from [REDACTED] side every other week totaling up to \$3,100.00 a month. The effective date to this rate change is: xx/xx/2020.

Holidays: You will be required to work on the holiday's that fall under Negar's custody. Do not include Christmas and New Year's

Negar's work week Schedule: 61.5 hours

Monday	9:00 am -4:30 pm	8:30 hours
Tuesday	OFF	0 hours
Wednesday	9:00 am - 8:00 pm	11 hours
Thursday	7:00 am - 6:00 pm	11 hours
Friday	7:00 am - 6:00 pm	11 hours
Saturday	9:00 am - 7:00 pm (all day)	10 hours
Sunday	9:00 am - 7:00 pm (all day)	10 hours

Arash's week work schedule: 40 hours

Monday	7:00 am -3:00 pm	8 hours
Tuesday	OFF	0 hours
Wednesday	9:00 am - 7:00pm	10 hours
Thursday	7:00 am - 6:00 pm	11 hours
Friday	7:00am - 6:00 pm	11 hours
Saturday	OFF	0 hours
Sunday	OFF	0 hours

15. It is important to note that no work schedule was set pursuant to the text complaining about the lack of a work schedule later in 2021 on the prior page and that even if Defendants attempt to construe this as a work schedule, it still would have resulted in pay below California and Los Angeles' minimum wage and still does not provide for a single dollar of overtime pay.

16. At all times relevant hereto, Plaintiff was a resident of Los Angeles County and worked for Defendants in Los Angeles County including at 5250 Lousie Ave, Encino, CA 91316. Moreover, at all times relevant hereto, Plaintiff was employed by Defendants and any subsidiaries or affiliated companies and Does 1 through 50 (who include individuals acting on behalf an employer within the meaning of Labor Code § 558.1) within the State of California within the statutory period applicable to her claims.

1 17. At all times relevant hereto, Defendant Matian Law Group, Inc. functioned as the
2 alter ego of Defendant Negar Matian, joint employer of Plaintiff and/or single integrated
3 enterprise with Negar Matian.

4 18. Moreover, at all times relevant hereto, the Doe Defendants operated as joint
5 employers and/or as a single enterprise or alter egos of each other and/or as individuals acting on
6 behalf of an employer within the meaning of Labor Code § 558.1.

7 19. At all times throughout their employment except as indicated above, Plaintiff was
8 regularly and consistently subject to the common policies utilized by Defendants. Accordingly,
9 all Defendants engaged, suffered and permitted Plaintiff to perform services from which they
10 benefitted. Moreover, the aforementioned entities had the right to exercise control over the wages,
11 hours, wage statement policies and practices and/or working conditions over Plaintiff at all
12 relevant times herein, so as to be considered the joint employer of Plaintiff. By reason of their
13 status as joint employers, they are each liable for the violations of the California Labor Code as to
14 Plaintiff as set forth herein.

15 20. Defendant Negar Matian is a person within the meaning of Labor Code § 558.1
16 and Civil Code § 3294 who violated or caused to be violated, Labor Code Sections 203, 226
17 (Negar Matian only), 226.7, 1194 and 2802. *King v. U.S. Bank Nat'l Ass'n*, 53 Cal. App. 5th 675,
18 714 (2020) (affirming that an entry-level employee who was delegated with the discretion to act
19 on the Company's behalf with respect to a certain issue qualified as a managing agent within the
20 meaning of Civil Code § 3294). DOE 1 may also be a "person acting on behalf of employer"
21 within the meaning of Labor Code § 558.1.

22 21. Labor Code § 1451(a) defines domestic work as "services related to the care of
23 persons in private households or maintenance of private households or their premises. Domestic
24 work occupations include childcare providers... house cleaners, housekeepers, maids, and other
25 household occupations." Similarly, Labor Code § 1451(b)(1) defines a domestic worker as "an
26 individual who performs domestic work and includes live-in domestic work employees and
27 personal attendants." Similarly, Labor Code § 1451(d) defines a Personal attendant as "any
28 person employed by a private householder...to work in a private household, to supervise, feed, or

1 dress a child.” Labor Code § 1451(d) further provides that “[t]he status of personal attendant shall
2 apply when no significant amount of work other than the foregoing is required. For purposes of
3 this subdivision, “no significant amount of work” means work other than the foregoing did not
4 exceed 20 percent of the total weekly hours worked.

5 22. Based upon information and belief, Plaintiff spent more than twenty (20) percent
6 of her time cleaning, cooking, and doing the laundry such that she is not a personal attendant and
7 was eligible for meal and rest periods.

8 23. During her employment, Plaintiff was a live-in domestic worker. For the periods
9 when Plaintiff lived at Defendant Negar Matian’s residence, Plaintiff is entitled to overtime at the
10 rate of one and one-half times her regular rate for hours worked over nine (9) hours in a day and
11 for the first nine (9) hours worked on the sixth and seventh consecutive day of the work week and
12 to double time or two (2) times her regular rate of pay for hours worked over nine on the sixth
13 and seventh consecutive day of the workweek.

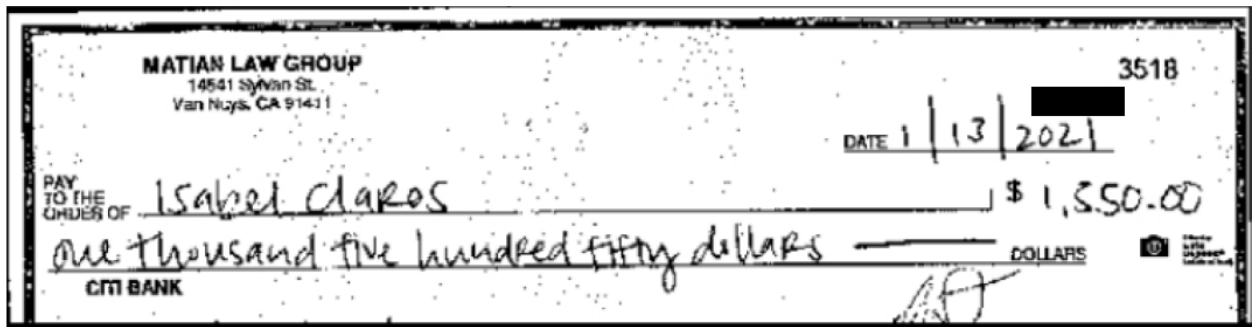
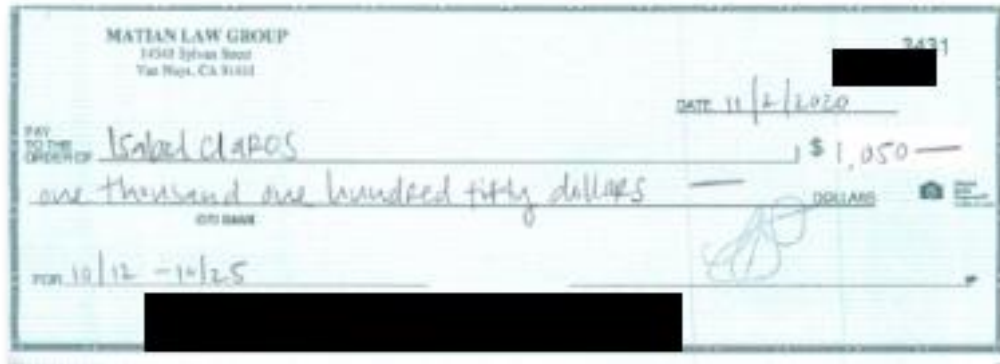
14 24. From four (4) years prior to the filing of the Complaint and until in or around early
15 February 2021, Defendants employed Plaintiff as a domestic worker in Los Angeles County.
16 Plaintiff cared for Defendants minor children, but was also required to clean the residence, cook,
17 collect the mail, take out the trash, take care of the family’s pets, and do laundry among other
18 tasks. As such, Plaintiff was a domestic worker within the meaning of Labor Code § 1454.

19 25. Defendant Negar Matian exercised control over the wages, hours and/or working
20 conditions of Plaintiff, in that she directed Plaintiff’s work and supervised the care Plaintiff
21 provided to Defendants’ minor children and/or the children of Negar Matian and Arash Matian.

22 26. During her employment with Defendants employed Plaintiff, but misclassified her
23 as an independent contractor. At all times relevant hereto, Plaintiff was and should have been
24 covered by California Industrial Welfare Commission Occupational Wage Order No. 15-2001.

25 27. From in or around 2007 until 2020, Plaintiff was paid wages in cash under the
26 table in violation of Labor Code § 212. Starting in or around 2020, Defendants Negar Matian and
27 Matian Law Group Inc. began paying \$500 of Plaintiff’s wages through another employee of
28 Matian Law Group Inc.’s paycheck.

28. Based upon information and belief, Defendants Matian Law Group Inc. and Negar Matian started paying a portion of Plaintiff's wages through a check from the law firm. This includes, but is not limited to a check made out to Plaintiff from Matian Law Group Inc.'s account on November 2, 2020 and January 13, 2021:



29. From four (4) years prior to the filing of the Complaint and until in or around early February 2021, Plaintiff worked shifts in excess of sixteen (16) to more than twenty (20) hours per day and in excess of forty-five (45) hours per week.

30. Labor Code § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” IWC Wage Order No. 15-2001 also obligates employers to pay each employee minimum wages for all hours worked.

1 31. Similarly, Labor Code § 1198 provides that “the maximum hours of work and the
2 standard conditions of labor fixed by the commission shall be the maximum hours of work and
3 the standard conditions of labor for employees. The employment of any employee for longer
4 hours than those fixed by the order or under conditions of labor prohibited by the order is
5 unlawful.”

6 32. Labor Code § 510 requires an employer to compensate an employee who works
7 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight
8 (8) hours worked on the seventh consecutive day no less than one and one-half times the regular
9 rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate
10 employees at no less than twice the regular rate of pay when an employee works more than
11 twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.
12 In accordance with Labor Code § 1194, Plaintiff could not agree to work for a lesser wage.

13 33. During the four (4) years prior to the filing of this Complaint until in or around
14 February 2021, Plaintiff was regularly required to work shifts in excess of sixteen (16) hours a
15 day and even in excess of twenty (20) hours per day and only paid a paltry \$100 per day and/or
16 \$1,000 per month. As a result, Plaintiff did not receive minimum wages for all hours worked nor
17 was she paid at one and one-half times her base rate for hours worked in excess of eight (8)
18 and/or nine (9) hours a day and/or forty (40) or forty-five (45) hours per week as was required
19 during the different times where she was a live-in domestic worker.

20 34. Labor Code § 512 requires employers to provide employees with thirty (30)
21 minute uninterrupted and duty-free meal period within the first five (5) hours of work. Moreover,
22 an employee who works more than ten (10) hours per day is entitled to receive a second thirty
23 (30) minute uninterrupted and duty free meal period. An employee who works more than twelve
24 (12) hours in a day cannot waive their entitlement to a second meal period.

25 35. Similarly, IWC Wage Order No. 15-2001 prohibits an employer from
26 “employ[ing] any person for a work period of more than five (5) hours without a meal period of
27 not less than 30 minutes. IWC Wage Order No. 15-2001 also states that “[a]n employer may not
28 employ an employee for a work period of more than ten (10) hours per day without providing the

1 employee with a second meal period of not less than 30 minutes, except that if the total hours
2 worked is no more than 12 hours, the second meal period may be waived by mutual consent of
3 the employer and employee only if the first meal period was not waived.

4 36. IWC Wage Order No. 15-2001 only permits an on-duty meal period “only when
5 the nature of the work prevents an employee from being relieved of all duty and when by written
6 agreement the parties an on-the-job paid meal period is agreed to.”

7 37. IWC Wage Order No. 15-2001 further obligates employers to provide an
8 employee to “pay the employee one (1) hour of pay at the employee’s regular rate of
9 compensation for each workday that the meal period is not provided. Labor Code section 1198
10 prohibits an employer from requiring an employee to work beyond the “standard conditions of
11 labor fixed by the commission...or under conditions of labor prohibited by the order.”

12 38. Plaintiff did not sign an on-duty meal period agreement nor did the nature of the
13 work necessitate on-duty meal periods. “An on-duty meal period is permitted only when the
14 nature of the work prevents an employee from being relieved of all duty and the parties agree in
15 writing to an on-duty paid meal break.” *Lubin v. The Wackenhut Corp.* (2016) 5 Cal. App. 5th
16 926, 932.) The written agreement must include a provision allowing the employee to revoke it at
17 any time. *Id.*

18 39. From four (4) years prior to the filing of this Complaint until her employment
19 ended in 2021, Defendants failed to authorize and permit Plaintiff to receive lawful, duty-free, an
20 uninterrupted meal periods of thirty (30) minutes or more, failed to advise Plaintiff of her right to
21 such meal periods, failed to authorize and permit her to take timely first meal periods within the
22 first five (5) hours of her shift.

23 40. From four (4) years prior to the filing of the Complaint until her employment
24 ended in 2021, Defendants failed to authorize and permit Plaintiff to take a second, uninterrupted
25 duty-free meal period of thirty (30) minute or more, failed to advise Plaintiff of her right to such
26 meal periods, and failed to authorize and permit such meal periods when Plaintiff worked more
27 than ten (10) hours in a day. Defendants also failed to permit Plaintiff to take a second,
28 uninterrupted duty-free meal period when she worked more than twelve (12) hours in a day.

1 Plaintiff could not waive her entitlement to such meal periods under IWC Wage Order No. 15-
2 2001 and Labor Code § 512.

3 41. At times during the four (4) years prior to the filing of this Action and within the
4 past year, Defendants' meal period policies and practices disincentivized and discouraged
5 Plaintiff, from taking timely first meal periods within the first five (5) hours of their shift.
6 Defendants' understaffing policies and practices also pressured, coerced, and forced employees to
7 take untimely first meal periods due to a lack of sufficient coverage.

8 42. At times during the four (4) years prior to the filing of this Action and within the
9 past year, Defendants' meal period policies and practices disincentivized and discouraged
10 Plaintiff, from taking second meal periods. Defendants' understaffing policies and practices also
11 pressured, coerced, and forced employees to take untimely first meal periods due to a lack of
12 sufficient coverage.

13 43. Defendants also failed to pay Plaintiff meal period premiums for each workday
14 that she did not receive a compliant meal period. Labor Code § 226.7 provides "an employer shall
15 not require an employee to work during a meal or rest or recovery period mandated pursuant to an
16 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
17 Commission ("IWC"). IWC Wage Order No. 5-2001 prohibit an employer from "employ[ing]
18 any person for a work period of more than five (5) hours without a meal period of not less than 30
19 minutes." IWC Wage Order No. 15-2001 further obligates employers to "pay the employee one
20 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
21 period is not provided."

22 44. Further, Labor Code § 558 imposes a penalty upon employers "who violates, or
23 causes to be violated...any provision regulating hours and days of work in any order of the
24 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
25 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
26 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For
27 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
28 period for which the employee was underpaid..." Based upon the above factual allegations

1 related to overtime, meal period, and rest period violations, Plaintiff and the aggrieved employees
2 are entitled to recover civil penalties under Labor Code § 558 and not any underpaid wages under
3 PAGA. *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019).

4 45. Labor Code § 226.7 provides “an employer shall not require an employee to work
5 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
6 regulation, standard, or order of the Industrial Welfare Commission (“IWC”).” Under IWC Wage
7 Order No. 15-2001, an employer must authorize and permit all employees to take ten (10) minute
8 duty free rest periods for every major fraction of four hours worked. *See Augustus v. ABM*
9 *Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 (concluding that “during rest periods employers
10 must relieve employees of all duties and relinquish control over how employees spend their
11 time.”).

12 46. From four (4) years prior to the filing of this Complaint until the end of Plaintiff’s
13 employment, Defendants failed to provide Plaintiff with rest periods of not less than ten (10)
14 minutes for every major fraction of four (4) hours worked. Instead, Defendant regularly and
15 consistently required Plaintiff to forgo rest periods and failed to authorize and permit Plaintiff to
16 take 2 rest periods when working more than six (6) hours, 3 rest periods when working in excess
17 of ten (10) hours, and four rest periods when working more than sixteen (16) hours.

18 47. Defendants failed to maintain a policy related to rest periods within the meaning of
19 IWC Wage Order No. 15-2001 and Labor Code § 226.7.

20 48. In addition to failing to authorize and permit compliant rest periods, Plaintiff, was
21 not compensated with one (1) hours’ worth of pay at their regular rate of compensation when she
22 was not provided with a compliant rest period and/or their rest period was interrupted in
23 accordance with Labor Code § 226.7(b).

24 49. Under Labor Code §§ 201-202, an employer must provide an employee wages at
25 the time of discharge or within up to seventy-two (72) hours of their resignation. Labor Code §
26 203 provides “if an employer willfully fails to pay . . . any wages of an employee who is
27 discharged or who quits, the wages of the employee shall continue as a penalty. . .” for up to 30
28 days. Lab. Code § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487, 492.

1 50. Plaintiff is a former employee of Defendants whose employment with Defendants
2 ended in 2021. Defendants failed to pay Plaintiff all wages owed upon the conclusion of her
3 employment, including but not limited to minimum wages, overtime wages, meal period
4 premiums, and rest period premiums within the time constraints proscribed in Labor Code §§
5 201-202 at the time of their termination/separation. Thus, as result of Defendants' faulty policies
6 described above, Plaintiff did not receive all wages owed upon separation from Defendants
7 including wages for all hours worked and/or at the appropriate rate in violation of Labor Code §§
8 201, 202, and 203.

9 51. Labor Code § 1174 provides that each employer shall keep "payroll records
10 showing the hours worked daily by and the wages paid to...employees employed
11 at...establishments." An employer who fails to maintain the records proscribed by Labor Code §
12 1174 is subject to a civil penalty of five hundred (\$500) dollars under Labor Code § 1174.5.

13 52. During the statutory period applicable to her claims, Defendants failed to maintain
14 accurate records of the total hours worked by Plaintiff or of alleged meal periods on a regular and
15 consistent basis. Thus, Defendant violated Labor Code §§ 1174 and 1174.5.

16 53. Further, Defendants are legally responsible for ensuring the accuracy of its time
17 records and cannot rely upon time records that it knew were false and/or statements by employees
18 as the California Supreme Court explained. *Donohue v. Amn Servs.*, No. S253677, 2021 Cal.
19 LEXIS 1294, at *45 (Feb. 25, 2021) ("It is the employer's duty to maintain accurate time records"
20 and that the employer could not rely upon certifications from employees where the information
21 provided to the employees was inaccurate and/or incomplete); *accord Feaver v. Kaiser Found.*
22 *Health Plan, Inc.*, No. 15-cv-00890-EMC, 2016 U.S. Dist. LEXIS 9778, at *8 (N.D. Cal. Jan. 27,
23 2016) (conditionally certifying a class under the Fair Labor Standards Act where the employees
24 could show that they received and/or sent emails off-the-clock despite the fact that the employer
25 had a policy requiring all time to be recorded.); *Troester v. Starbucks Corp.*, 5 Cal.5th 829
26 (2018). As such Defendants were obligated to maintain accurate time records covering Plaintiff's
27 employment.
28

1 54. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in
2 any employment are due and payable twice during each calendar month, on days designated in
3 advance by the employer as the regular paydays.” Defendant paid Plaintiff on a semi-monthly
4 basis and also through another employee of Matian Law Group’s paycheck both of whom were
5 victims of Negar Matian.

6 55. Defendants paid Plaintiff on a bi-weekly basis during one (1) year prior to the
7 filing of the Complaint and until

8 56. Due to Defendants’ failure to pay Plaintiff all minimum wages, overtime wages,
9 meal period premiums, and rest period premiums, Defendants failed to timely pay Plaintiff all
10 wages owed within seven (7) days of the close of the payroll period in accordance with Labor
11 Code § 204(d) on a regular and consistent basis.

12 57. Labor Code § 210 provides that “in addition to, an entirely independent and apart
13 from, any other penalty provided in this article, every person who fails to pay the wages of each
14 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
15 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
16 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
17 each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of
18 the faulty compensation policies and practices described in detail above and Defendant’s failure
19 to pay Plaintiff all aggrieved employees within seven (7) days of the close of the payroll period,
20 the State of California is entitled to recover penalties under Labor Code § 210 through PAGA.

21 58. From more than four (4) years prior to the filing of the Complaint and within the
22 past year, Defendants willfully misclassified Plaintiff as an independent contractor in violation of
23 Labor Code § 226.8. For instance, Defendants never paid its share of employer payroll taxes, did
24 not provide Plaintiff with sick days, did not provide Plaintiff with any of the employment related
25 documents it was required to provide including a Labor Code section 2810.5 Notice, did not
26 maintain a personnel file or wage records or time records for Plaintiff. Instead, Defendants
27 willfully misclassified Plaintiff as an independent contractor in violation of Labor Code section
28 226.8 and *Dynamex Operations W. v. Superior Court*, 4 Cal. 5th 903 (2018).

1 59. Labor Code § 226.8 provides that “it is unlawful for any person or employer to
2 engage in any of the following activities:

3 (a) It is unlawful for any person or employer to engage in any of the following activities:

4 (1) Willful misclassification of an individual as an independent contractor.

5 (2) Charging an individual who has been willfully misclassified as an independent
6 contractor a fee, or making any deductions from compensation, for any purpose,
7 including for goods, materials, space rental, services, government licenses, repairs,
equipment maintenance, or fines arising from the individual's employment where
any of the acts described in this paragraph would have violated the law if the
individual had not been misclassified.

8 (b) If the Labor and Workforce Development Agency or a court issues a determination that a
9 person or employer has engaged in any of the enumerated violations of subdivision (a), the person
10 or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and
not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other
penalties or fines permitted by law.

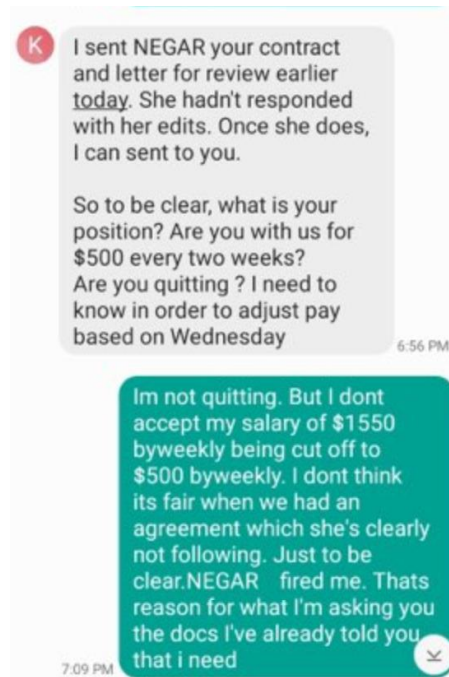
11 (c) If the Labor and Workforce Development Agency or a court issues a determination that a
12 person or employer has engaged in any of the enumerated violations of subdivision (a) and the
13 person or employer has engaged in or is engaging in a pattern or practice of these violations, the
14 person or employer shall be subject to a civil penalty of not less than ten thousand dollars
(\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in
addition to any other penalties or fines permitted by law.

15 60. Labor Code § 1102.5(b) provides that “an employer, or any person acting on
16 behalf of the employer, shall not retaliate against an employee for disclosing information, or
17 because the employer believes that the employee disclosed or may disclose information, to a
18 government or law enforcement agency, to a person with authority over the employee or another
19 employee who has the authority to investigate, discover, or correct the violation or
20 noncompliance, or for providing information to, or testifying before, any public body conducting
21 an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the
22 information discloses a violation of state or federal statute, or a violation of or noncompliance
23 with a local, state, or federal rule or regulation, regardless of whether disclosing the information
24 is part of the employee’s job duties.”

25 61. Labor Code § 1102.5 prohibits “[a]n employer, or any person acting on behalf of
26 the employer, shall not retaliate against an employee for refusing to participate in an activity that
27 would result in a violation of state or federal statute, or a violation of or noncompliance with a
28 local, state, or federal rule or regulation.”

62. As discussed in detail above, Plaintiff resisted Defendants' efforts to require her to work without receiving minimum wage and overtime pay in violation of California Labor Code §§ 510 and 1194. Although Plaintiff was not receiving any overtime pay whatsoever and a substandard wage well below California and Los Angeles' minimum wage, Defendants terminated her and/or constructively discharged her in violation of Labor Code § 1102.5.

63. In February 2021, Plaintiff reported the minimum wage violations and substandard working conditions to Matian Law Group Inc. employee Kellie Sheehan:



64. In or around, February 2021, Plaintiff also complained to Matian Law Group Inc. supervisory employee Kellie Sheehan about the fact that Negar Matian's boyfriend did not want her in the house after promising to keep him away from her because of his violent tendencies towards Plaintiff. As evidenced below, Plaintiff complained to Kellie Sheehan, who works in Human Resources at Matian Law Group, that Negar Matian's boyfriend "try to hit me more than once—See Next Page:

///

///

///

///

Kelly I'm so sorry . I'm tired talking about the same thing. The last time that I talked whit Mrs. Negar I couldn't said to her everything because she star yelling at me because is the way that she use to talk and make the people understand to her. She keep doing what her boyfriend said He doesn't want me in this house . She doesn't fired me because she doesn't have money for pay me . She fired me because she promised to her boyfrien and his kids to do it. She did the rules to keep them downstairs an not come to the first floor I didn't ask her to put restriccion to him, the situation for her is chaotic and i understand that but she created it because she promised me keep him away from me and in the other side promise him to fired me. I know that because i heard them fight for the same reason: because i'm still in the house. To avoid this kind of situation I decided leave this house in april 2020 and i give her 2 weeks notice in advance and she accepted. Because I feels I cannot live with the person that yelled at me and try to hit me more than once. He did it infront of her. She's counsious about that And she begun calling her friend's telling them that her boyfriend isn't agresive that he just defend himself wich is not true.

Now the rules has changed and they are allowed to be around the house i don't feel safe with them around the rooms. When i answered the first time i did not mentioned that because i did not accepted the fact that they are allowed in the rooms area. I was shocked when you explained me that they are going to sleep in the kids rooms.

Given that i'm not going to accept the new agreement i just accepted what i wrote, the last thing i told to Mrs Negar was that i'm going to forget all what we talked about and i'm going back till the day she fired me, so I need the termination letter and a reference letter wich i have asked you on Monday when you told me if that if i accept the agreement for \$1,000 you will give me my job back but if

65. Derek told Plaintiff that “she needed to go back to her country” and tried to hit her on several occasions in violation of California’s Ralph Act. The Ralph Act states that: “All persons...have the right to be free from any violence, or intimidation from the threat of violence...on account of any characteristic listed in subdivision (b) or (e) of section 51.” Section 51(b) includes national origin. Civ. Code §§ 51.7 and 52. Under the Ralph Act an employee is entitled to be free from “intimidation by threat of violence”—such as Derek’s attempts to hit Plaintiff.

66. Further, Plaintiff’s activity in complaining to Kellie Sheehan that Defendant Negar Matian’s boyfriend tried to hit her more than once when explaining in February 2021 why she quit in 2020 before Negar Matian convinced Plaintiff to stay and continue her employment until

1 the additional issues discussed herein in 2021. When Plaintiff made this report, to Kellie Sheehan,
2 Matian Law Group Inc. did not protect Plaintiff despite the fact that Plaintiff's report was
3 protected activity within the meaning of Labor Code § 527.8 and Labor Code § 1102.5(b). Kellie
4 Sheehan was a supervisory and human resource employee of Defendants who had the authority to
5 investigate, discover, or correct the violation of noncompliance." Instead of investigating the
6 complaint as required, Kellie Sheehan merely accepted Negar Matian's decision to terminate
7 Plaintiff.

8 67. Labor Code § 98.6 provides that (a) a person shall not discharge an employee or in
9 any manner discriminate, retaliate, or take any adverse action against any employee or applicant
10 for employment because the employee or applicant engaged in any conduct delineated in this
11 chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5
12 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant
13 for employment has filed a bona fide complaint or claim or instituted or caused to be instituted
14 any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor
15 Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because
16 the employee has initiated any action or notice pursuant to Section 2699, or has testified or is
17 about to testify in a proceeding pursuant to that section, or because of the exercise by the
18 employee or applicant for employment on behalf of himself, herself, or others of any rights
19 afforded him or her.

20 68. Pursuant to Labor Code § 98.6, an employee who is discharged, threatened with
21 discharge, demoted, suspended, retaliated against, subjected to an adverse action, or in any other
22 manner discriminated against in the terms and conditions of his or her employment because the
23 employee engaged in any conduct delineated in this chapter, including the conduct described in
24 subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of
25 Division 2, or because the employee has made a bona fide complaint or claim to the division
26 pursuant to this part, or because the employee has initiated any action or notice pursuant to
27 Section 2699 shall be entitled to reinstatement and reimbursement for lost wages and work
28 benefits caused by those acts of the employer.

69. Further, as evidenced by the text messages incorporated above, Plaintiff made a written and oral complaint that she was not being paid correctly and was not being provided the rights afforded to her including the required notice of change in status pursuant to Section 1089 of the California Unemployment Code. Instead of addressing these issues, Defendants continued to retaliate against Plaintiff by withholding the notice of her change in status, trying to force her to accept a lower wage, and ultimately terminating her in violation of Labor Code §§ 98.6 and 1102.5.

70. Plaintiff filed her PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* **Exh. A.** As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received and/or will have been received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore, entitled to commence and proceed with a civil action pursuant to Labor Code § 2699.

II.

JURISDICTION AND VENUE

71. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

72. This Court has personal jurisdiction over Defendant Negar Matian because Defendant Negar Matian is a resident of Los Angeles County and has caused injuries in the County of Los Angeles and State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code sections 17200, *et seq.*

73. This Court has personal jurisdiction over Defendant Matian Law Group Inc. because Defendant Matian Law Group Inc. is based in Los Angeles County and has caused injuries in the County of Los Angeles and State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code sections 17200, *et seq.*

74. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure §395. Defendants operates within California and do business within Los Angeles County. The unlawful acts alleged herein have a direct effect on Plaintiff and within the State of California and the County of Los Angeles.

III.

PARTIES

A. PLAINTIFF

75. Plaintiff Andrea Isabel Claros Reyes aka Isabel Claros is a former employee of Defendants who at all times relevant hereto worked for Defendants in Los Angeles County.

B. DEFENDANTS

76. Defendant Negar Matian, is a California citizen with an office located at 14541 Sylvan St, Van Nuys, CA 91411 and employed Plaintiff to work at 5250 Louise Ave, Enicno, CA 91316 in Los Angeles County. Defendant has done and does business throughout the State of California and in Los Angeles County.

77. Defendant Matian Law Group Inc., is a California corporation whose principal place of business is located at 14541 Sylvan St, Van Nuys, CA 91411. Defendant Matian Law Group Inc. is the alter ego of Negar Matian and/or the joint employer of Plaintiff. Upon information and belief, Defendant employed Plaintiff within California and in Los Angeles County. Defendant has done and does business throughout the State of California and in Los Angeles County.

78. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure

1 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
2 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
3 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
4 capacities of the Defendants designated hereinafter as DOES when such identities become
5 known.

6 79. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
8 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
9 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
10 employer and/or joint employer, alter ego, or other person acting on behalf of an employer within
11 the meaning of the Labor Code and/or managing agent within the meaning of the Labor Code and
12 Civil Code.

13 **IV.**
14 **FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§**
15 **1194, 1194.2 AND IWC WAGE ORDER NO. 5-2001**
16 **[Against All Defendants by Plaintiff]**

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

18 81. Section 1194 of the Labor Code provides, in relevant part:

19 Notwithstanding any agreement to work for a lesser wage, any employee
20 receiving less than minimum wage...applicable to the employee is entitle to
21 recover in a civil action the unpaid balance of the full amount of this
22 minimum wage ..., including interest thereon, reasonable attorney's fees,
23 and costs of suit.

24 82. Section 1194.2 of the Labor Code provides, in relevant part:

25 In any action under...Section 1194 to recover wages because of the payment
26 of a wage less than the minimum wage fixed by an order of the commission,
27 an employee shall be entitled to recover liquidated damages in an amount
28 equal to the wages unlawfully unpaid and interest thereon.

83. As set forth in detail above, during the statutory period applicable to Plaintiff's
claim, Plaintiff was not compensated for all hours worked and/or at a rate lower than the
minimum wage rate in effect in California and the City of Los Angeles.

84. Defendant Negar Matian is an employment attorney and Defendant Matian Law Group Inc. is an employment law firm. As an employment attorney and employment law firm, Defendant Negar Matian certainly knows that California and federal law require the payment of minimum wages and knows and/or should know of the existence of the Los Angeles City Minimum Wage Ordinance. In failing to pay Plaintiff any compensation whatsoever for all hours worked, intentionally underpaying Plaintiff such that she was not provided compensation for all hours worked, misclassifying Plaintiff as a salaried and/or fixed rate independent contractor, and retaliating against Plaintiff when she complained about not receiving fair pay, Defendants willfully and intentionally violated Labor Code § 1194 and acted in bad faith. Accordingly, pursuant to sections 1194 and 1194.2 of the California Labor Code, Plaintiff is entitled to recover, either their unpaid hourly wages due, or minimum wage plus interest and/or liquidated damages in an additional amount equal to the total amount of wages unlawfully withheld during the statutory period applicable to this Action.

V.
SECOND CAUSE OF ACTION
FAILURE TO PAY WAGES AND/OR OVERTIME UNDER
LABOR CODE §§ 510, 1194, and 1199
[Against All Defendants by Plaintiff]

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

86. Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours and/or forty-five (45) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work. In accordance with Labor Code § 1194, Plaintiff could not agree to work for a lesser wage.

87. Labor Code § 1451(a) defines domestic work as “services related to the care of persons in private households or maintenance of private households or their premises. Domestic work occupations include childcare providers... house cleaners, housekeepers, maids, and other

1 household occupations.” Similarly, Labor Code § 1451(b)(1) defines a domestic worker as “an
2 individual who performs domestic work and includes live-in domestic work employees and
3 personal attendants.” Similarly, Labor Code § 1451(d) defines a Personal attendant as “any
4 person employed by a private householder...to work in a private household, to supervise, feed, or
5 dress a child.” Labor Code § 1451(d) further provides that “[t]he status of personal attendant shall
6 apply when no significant amount of work other than the foregoing is required. For purposes of
7 this subdivision, “no significant amount of work” means work other than the foregoing did not
8 exceed 20 percent of the total weekly hours worked.

9 88. During her employment Defendant was a live-in domestic worker. For the periods
10 when Plaintiff lived at Defendant Negar Matian’s residence, Plaintiff is entitled to overtime at the
11 rate of one and one-half times her regular rate for hours worked over nine (9) hours in a day and
12 for the first nine (9) hours worked on the sixth and seventh consecutive day of the work week and
13 to double time or two (2) times her regular rate of pay for hours worked over nine on the sixth
14 and seventh consecutive day of the workweek.

15 89. From four (4) years prior to the filing of the Complaint and until in or around early
16 February 2021, Defendants employed Plaintiff as a domestic worker in Los Angeles County.
17 Plaintiff cared for Defendants minor children, but was also required to clean the residence, cook,
18 collect the mail, take out the trash, take care of the family’s pets, and do laundry among other
19 tasks. As such, Plaintiff was a domestic worker within the meaning of Labor Code § 1454.

20 90. During the four (4) years prior to the filing of this Complaint until in or around
21 February 2021, Plaintiff was regularly required to work shifts in excess of sixteen (16) hours a
22 day and even in excess of twenty (20) hours per day.

23 91. By misclassifying Plaintiff as a salaried independent contractor or daily piece rate
24 independent contractor instead of an employee, Plaintiff willfully misclassified Plaintiff and
25 failed to pay her all wages owed.

26 92. During the four (4) years prior to the filing of this Complaint until in or around
27 February 2021, Plaintiff did not receive minimum wages for all hours worked, a single dollar in
28 overtime pay, or a single dollar of double time pay despite the fact that regularly worked between

1 sixteen (16) to twenty (20) hours in a day—including on the sixth and seventh consecutive day of
2 work—and one-hundred twelve (112) to one-hundred forty (140) hours per week.

3 93. At no point was Plaintiff paid at one and one-half times her base rate for hours
4 worked in excess of eight (8) and/or nine (9) hours a day, the first nine (9) hours on the sixth and
5 seventh consecutive day of employment, and/or forty (40) or forty (45) hours per week as was
6 required during the different times where she was a live-in domestic worker.

7 94. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
8 employees at the rate of no less than one and one-half times the regular rate of pay for any work
9 in excess of eight hours in one workday and any work in excess of 40 hours in any one
10 workweek.

11 95. As discussed in detail above, Plaintiff was forced to work on a regular and
12 consistent basis without receiving compensation for all hours worked and at the proper rate.
13 Specifically, Plaintiff was routinely deprived of any compensation whatsoever for overtime hours
14 worked and/or paid at a rate less than one and one-half times her regular rate or a cognizable
15 regular rate or less than twice her regular rate as applicable in violation of Labor Code §§ 510 and
16 1451.

17 96. By their common policy of requiring Plaintiffs to work overtime and double time
18 hours without receiving a single dollar in overtime or doubletime compensation, Defendants
19 willfully violated the provisions of Labor Code §§ 510, 1194 and 1199.

20 97. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of
21 wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such
22 amounts, plus interest and penalties thereon, attorneys' fees, and costs.

23 **VI.**

24 **THIRD CAUSE OF ACTION**
25 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS PURSUANT TO LABOR CODE**
26 **§§ 226.7 and 512; IWC WAGE ORDER NO. 15-2001, § 11**
27 **[Against All Defendants by Plaintiff]**

28 98. Plaintiff realleges and incorporates by reference all previous paragraphs and
allegations described in detail above.

99. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each non-compliant meal period an employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Moreover, pursuant to Labor Code § 512, an employer may not employ an employee for a work period of more than ten (10) hours, without providing the employee with a second meal period of not less than thirty (30) minutes. In addition, the second meal period may not be waived if the total hours worked is more than twelve (12) hours.

100. Plaintiff consistently worked shifts over sixteen (16) and over twenty (20) hours a day, but did not receive timely, uninterrupted, and/or otherwise compliant meal periods during the statutory period applicable to his claims.

101. In addition, Plaintiff did not receive a second thirty (30) minute meal period when working shifts in excess of ten (10) hours and/or twelve (12) hours in a day during the statutory period applicable to their claims.

102. During the statutory period applicable to her claims, Plaintiff often was not compensated with one (1) hours' worth of pay at their regular rate of compensation when he were not provided with a compliant meal period or at the proper rate based upon Defendants' unlawful compensation policies detailed above.

103. Pursuant to Labor Code §226.7, Plaintiff is entitled to damages in an amount equal to one (1) hour of wages per non-compliant meal period, per day in a sum to be proven at trial.

VII.
FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE LAWFUL REST PERIODS AND PAY NON-COMPLIANT
REST PERIOD PREMIUMS PURSUANT TO LABOR CODE § 226.7 AND IWC WAGE
ORDER 15-2001, § 12
[Against All Defendants by Plaintiff]

104. Plaintiff realleges and incorporates by reference all previous paragraphs.

105. Based upon information and belief, Plaintiff consistently worked shifts more than four (4) hours or a major fraction thereof, including shifts in excess of sixteen (16) and twenty

1 (20) hours in a day without receiving rest periods and/or the proper amount of rest periods during
2 the statutory period applicable to their claims.

3 106. Labor Code § 226.7 provides “an employer shall not require an employee to work
4 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
5 regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Under IWC Wage
6 Order No. 15-2001 an employer must authorize and permit all employees to take ten (10) minute
7 duty free rest periods for every major fraction of four hours worked.

8 107. Labor Code § 226.7 provides “an employer shall not require an employee to work
9 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
10 regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Under IWC Wage
11 Order No. 15-2001 an employer must authorize and permit all employees to take ten (10) minute
12 duty free rest periods for every major fraction of four hours worked.

13 108. Pursuant to Labor Code § 226.7 and IWC Wage Order No. 15-2001, Defendants
14 failed to authorize and permit Plaintiff to receive duty-free rest periods of not less than ten (10)
15 minutes for every major fraction of four (4) hours worked for the reasons discussed above.

16 109. Defendants also failed to advise Plaintiff of her right to receive rest periods, failed
17 to authorize and permit her to take a rest period for every four (4) hours or major fraction thereof
18 and failed to authorize and permit Plaintiff to take rest periods including second and third rest
19 periods. Instead, Defendant regularly and consistently required Plaintiff to forgo rest periods and
20 failed to authorize and permit Plaintiff to take 2 rest periods when working more than six (6)
21 hours, 3 rest periods when working in excess of ten (10) hours, and four rest periods when
22 working more than sixteen (16) hours.

23 110. Moreover, as a result of its understaffing practices and policies with respect to
24 employees, it was not possible for Plaintiff to take rest periods. Notably, although Defendants’
25 rest period policies and practices are not compliant, they also pressured and coerced Plaintiff to
26 forgo rest periods and made it difficult for her to take lawful duty-free rest periods due to her job
27 duties.

111. In addition to failing to authorize and permit compliant rest periods, Plaintiff was not compensated with one (1) hours' worth of pay at their regular rate of compensation when they were not provided with a compliant rest period and/or their rest period was interrupted in accordance with Labor Code § 226.7(b).

112. Pursuant to Labor Code § 226.7, Plaintiff is entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

VIII.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES PURSUANT TO LABOR CODE §§201-203 [Against all Defendants on behalf of Plaintiff and the Late Payment Subclass]

113. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

114. Sections 201 and 202 of the California Labor Code requires Defendants to pay all compensation due and owing to former employees in the Class during the actionable period for this cause of action, at or around the time that their employment is terminated.

115. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

116. As described in detail above, Defendants failed to pay Plaintiff all wages owed, including but not limited to minimum wages, overtime wages, meal period premiums, and rest period premiums within the time constraints proscribed in Labor Code §§ 201-202 at the time of her termination/separation. Thus, as result of Defendants' faulty policies described above, Plaintiff left her employment with Defendants without being compensated for each and every hour worked at the appropriate rate in violation of Labor Code §§ 201, 202, and 203.

117. At the time of Plaintiff's separation from Defendants, these sums were certain and known to Defendants.

118. As a result, Defendants are liable to Plaintiff for waiting time penalties amounting to thirty (30) days wages for Plaintiff pursuant to California Labor Code § 203. See, e.g., DLSE

1 Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an employee to
2 recover waiting time penalties).

3
4 **IX.**
5 **SIXTH CAUSE OF ACTION**
6 **UNFAIR COMPETITION PURSUANT TO**
7 **BUSINESS & PROFESSIONS CODE § 17200**
8 **[Against all Defendants on behalf of Plaintiff]**

9 119. Plaintiff, on behalf of herself and the general public, realleges and incorporates by
10 reference all previous paragraphs.

11 120. Plaintiff, on behalf of himself and the general public brings this claim pursuant to
12 Business & Professions Code § 17200, et seq. The conduct of Defendants as alleged in this
13 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff and the general
14 public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning
15 of Code of Civil Procedure § 1021.5. Plaintiff is a “person” within the meaning of Business &
16 Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive
17 relief, restitution, and other appropriate equitable relief.

18 121. Defendants have engaged in unlawful and unfair business practices that violate
19 fundamental public policies of the state of California and the United States of America As a result
20 of its unlawful and unfair business practices, Defendants have forced employees to work under
21 substandard and unlawful conditions in an effort to gain a competitive advantage over law-
22 abiding employers who comply with California’s Labor Code.

23 122. Defendants have violated statutes and public policies as alleged herein. Through
24 the conduct alleged in this Complaint, Defendants have acted contrary to these public policies,
25 have violated specific provisions of the Labor Code, and have engaged in other unlawful and
26 unfair business practices in violation of Business & Profession Code § 17200, et seq., depriving
27 Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and
28 privileges guaranteed to all employees under law.

123. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
violation of § 17200 et seq. of the Business & Professions Code.

124. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care, should have known that the conduct was unlawful. As such it is a violation of § 17200 et seq. of the Business & Professions Code.

125. As a proximate result of the above-mentioned acts of Defendants, Plaintiff, others similarly situated, other businesses, and the general public have been damaged in a sum as may be proven.

126. As part of his claim against Defendants, Plaintiffs seeks not only the unpaid wages and meal/rest period premiums and compensation for the failure to follow California's employment laws as set forth herein, but also the market value of the loss of the statutory protections and the cost to other employers of providing proper breaks, wages for all hours worked and at the proper amounts, and for following California's employment laws. *See e.g. Safeway, Inc. v. Sup. Ct.*, 238 Cal.App.4th 1138, 1162 (2015).

127. Unless restrained, Defendants will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendants, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and the general public of the money Defendants have unlawfully failed to pay.

X.
SEVENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF LABOR CODE § 98.6
[Against all Defendants on behalf of Plaintiff]

128. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

129. Labor Code § 98.6 provides that (a) a person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5

1 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant
2 for employment has filed a bona fide complaint or claim or instituted or caused to be instituted
3 any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor
4 Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because
5 the employee has initiated any action or notice pursuant to Section 2699, or has testified or is
6 about to testify in a proceeding pursuant to that section, or because of the exercise by the
7 employee or applicant for employment on behalf of himself, herself, or others of any rights
8 afforded him or her.

9 130. Pursuant to Labor Code § 98.6, an employee who is discharged, threatened with
10 discharge, demoted, suspended, retaliated against, subjected to an adverse action, or in any other
11 manner discriminated against in the terms and conditions of his or her employment because the
12 employee engaged in any conduct delineated in this chapter, including the conduct described in
13 subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of
14 Division 2, or because the employee has made a bona fide complaint or claim to the division
15 pursuant to this part, or because the employee has initiated any action or notice pursuant to
16 Section 2699 shall be entitled to reinstatement and reimbursement for lost wages and work
17 benefits caused by those acts of the employer.

18 131. Labor Code § 98.6 provides that an employee who experiences a violation of that
19 Labor Code section is entitled to reinstatement and reimbursement for lost wages and work
20 benefits caused by those acts of the employer.

21 132. Plaintiff alleges for the reasons set forth herein, that Defendants discriminated,
22 retaliated, and took adverse actions against her after she complaint about unlawful conduct and
23 Labor Code violations detailed herein.

24 133. This discrimination and retaliation resulted in Plaintiff's termination.

25 134. As a result of defendants' adverse employment actions against Plaintiff, Plaintiff
26 has suffered general and special damages in sums according to proof.

27 135. As a direct, foreseeable, and proximate result of the actions of Defendants,
28 Plaintiff has suffered, and continues to suffer, emotional distress, loss of earnings, and loss of

1 employment. Plaintiff is entitled to damages in an ascertainable amount to be determined
2 according to proof.

3 **XI.**
4 **EIGHTH CAUSE OF ACTION**
5 **RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**
6 **[Against all Defendants on behalf of Plaintiff]**

7 136. Plaintiff re-alleges and incorporates by reference each and every allegation set
8 forth in the preceding paragraphs.

9 137. At all relevant times, Labor Code section 1102.5 was in effect and was binding on
10 defendants. This statute prohibits defendants from retaliating against any employee, including
11 Plaintiff, for actually raising complaints of actual or potential illegality, for providing information
12 of such potential or actual illegality, because the employee is believed to have engaged in such
13 conduct, or because the employee may engage in such conduct. The statute also further prohibits
14 defendants from retaliating against any employee, including plaintiffs, where the employee
15 refused to participate in activity that would result in a violation of the law.

16 138. Plaintiff raised complaints of illegality while she worked for Defendants, including
17 but not limited to facts and conduct giving rise to violations of the California Labor Code, the
18 Ralph Act, acts of violence, including threatening conduct by Derek and his attempts to hit her as
19 detailed above and as a result, defendants retaliated against plaintiffs by discriminating against
20 her, harassing her, and taking adverse employment actions, including employment termination
21 (either actually and/or constructively), against her.

22 139. As a proximate result of defendants' willful, knowing, and intentional violations of
23 Labor Code section 1102.5, Plaintiff has suffered and continues to suffer humiliation, emotional
24 distress, and mental and physical pain and anguish, all to their damages in a sum according to
25 proof.

26 140. As a result of defendants' adverse employment actions against Plaintiff, Plaintiff
27 has suffered general and special damages in sums according to proof.

28 141. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
and/or oppressive manner, and this entitles plaintiffs to punitive damages against Defendants.

XII.
NINTH CAUSE OF ACTION
PLAINTIFF'S CLAIMS FOR WRONGFUL TERMINATION OF
EMPLOYMENT IN VIOLATION OF PUBLIC POLICY - TAMENY V.
ATLANTIC RICHFIELD CO., 27 CAL. 3D 167 (1980)
[Against all Defendants on behalf of Plaintiff]

142. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

143. Defendants terminated plaintiffs' employment in violation of various fundamental public policies underlying both state and federal laws. Specifically, Plaintiffs' employment was terminated in part because of her complaints about substandard working conditions including a lack of adequate pay, unsafe and dangerous working conditions created by Defendant Negar Matian's boyfriend and that Negar Matian permitted to occur in the workplace, Plaintiff's reports to Kellie Sheehan of the lack of adequate pay, her refusal to accept a reduction in pay that would result in a further minimum wage violation and pay arrangement that did not comply with California Labor Code § 510 and IWC Wage Order No. 15-2001, being paid out of another employee's check due to Defendant Matian Law Group Inc. and Negar Matian's fraudulent conduct, and of the fact that she was subjected to threats of violence in the workplace (Derek's attempt to hit her). These good faith complaints were protected activities within the meaning of California. These actions were in violation of, but not limited to, the California Constitution, and California Labor Code sections 98.6 and 1102.5.

144. As a proximate result of defendants' wrongful termination of plaintiffs' employment in violation of fundamental public policies, Plaintiff has suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damages in a sum according to proof.

145. As a result of Defendants' wrongful termination of her employment, Plaintiff has suffered general and special damages in sums according to proof.

146. Plaintiff have incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, Plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

1 147. Defendants' wrongful termination of Plaintiff's employment was done
2 intentionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles plaintiffs to
3 punitive damages.

4 **XIII.**
5 **TENTH CAUSE OF ACTION**
6 **PLAINTIFF'S CLAIMS FOR WRONGFUL CONSTRUCTIVE TERMINATION**
7 **OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY - TAMENY V.**
8 **ATLANTIC RICHFIELD CO., 27 CAL. 3D 167 (1980)**
9 **[Against all Defendants on behalf of Plaintiff]**

10 148. Plaintiff re-alleges and incorporates by reference each and every allegation set
11 forth in the preceding paragraphs.

12 149. Defendants constructively terminated Plaintiff's employment in violation of
13 various fundamental public policies underlying both state and federal laws.

14 150. Defendants terminated plaintiffs' employment in violation of various fundamental
15 public policies underlying both state and federal laws. Specifically, Plaintiffs' employment was
16 terminated in part because of her complaints about substandard working conditions including a
17 lack of adequate pay, unsafe and dangerous working conditions created by Defendant Negar
18 Matian's boyfriend and that Negar Matian permitted to occur in the workplace, Plaintiff's reports
19 to Kellie Sheehan of the lack of adequate pay, her refusal to accept a reduction in pay that would
20 result in a further minimum wage violation and pay arrangement that did not comply with
21 California Labor Code § 510 and IWC Wage Order No. 15-2001, being paid out of another
22 employee's check due to Defendant Matian Law Group Inc. and Negar Matian's fraudulent
23 conduct, and of the fact that she was subjected to threats of violence in the workplace (Derek's
24 attempt to hit her) and an unsafe workplace/environment. These good faith complaints were
25 protected activities within the meaning of California. These actions were in violation of, but not
26 limited to, the California Constitution, and California Labor Code sections 98.6 and 1102.5.

27 151. As a proximate result of Defendant's wrongful constructive termination of
28 Plaintiff's employment in violation of fundamental public policies, Plaintiff has suffered and
continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all
to their damages in a sum according to proof.

152. As a result of Defendants' wrongful constructive termination of her employment, Plaintiff has suffered general and special damages in sums according to proof.

153. Plaintiff has incurred and continue to incur legal expenses and attorneys' fees. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, Plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

154. Defendants' wrongful constructive termination of Plaintiff's employment was done intentionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles Plaintiff to punitive damages.

XIV.
ELEVENTH CAUSE OF ACTION
PLAINTIFF'S CLAIMS FOR INTENTIONAL INFLICTION OF EMOTIONAL
DISTRESS - HUGHES V. PAIR, 46 CAL.4TH 1035 (2009)
[Against all Defendants on behalf of Plaintiff]

155. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

156. Defendants' discriminatory, harassing, and retaliatory actions against Plaintiff constituted extreme and outrageous misconduct and caused Plaintiff severe emotional distress. Defendants were aware that treating Plaintiff in the manner alleged above including depriving plaintiffs of their livelihood and source of income and her residence in the middle of a pandemic would devastate Plaintiff and cause them extreme hardship.

157. As a proximate result of Defendants' extreme and outrageous conduct, Plaintiff has suffered and continues to suffer severe emotional distress. Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits as a result of being emotionally distressed.

158. As a proximate result of Defendants' extreme and outrageous conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to proof.

159. As a proximate result of Defendants' adverse employment actions against Plaintiff, Plaintiff has suffered general and special damages in sums according to proof.

160. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles Plaintiff to punitive damages.

XIII.

TWELVETH CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
FOR PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ. FOR VIOLATIONS
OF LABOR CODE §§ 1. 98.6, 201, 202, 203, 204, 210, 226.7, 226.8, 510, 512, 558, 1102.5,
1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well as IWC Wage Order No. 15-2001**

161. Plaintiff, on behalf of the State of California, realleges and incorporates by reference all previous paragraphs.

162. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2698, *et seq.* because of Defendants' violations of Labor Code §§ 98.6, 201, 202, 203, 204, 210, 226.7, 226.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well as IWC Wage Order No. 15-2001

163. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula unless a civil penalty is already proscribed under the Labor Code:

\$100 for the initial violation per employee per pay period; and

\$200 for each subsequent violation per employee per pay period.

164. These penalties will be allocated 75% to the Labor Workforce Development Agency and 25% to the affected employees. These penalties may be stacked separately for each of Defendants violations of the California Labor Code. *See e.g. Kaanaana v. Barrett Business Services, Inc.*, 29 Cal.App.5th 778, 808 (2018) (acknowledging that the employees could get separate PAGA penalties for interrupted meal periods because interrupted meal periods violated Labor Code sections 1194 and 512 and remanding to the trial court to determine the amount of PAGA penalties to award); *Magadia vs. Wal-Mart*, No. 17-CV-00062-LHK, 2019 U.S. Dist. LEXIS 91792 (N.D. Cal. May 31, 2019) (awarding three sets of PAGA penalties including several during the same pay period); *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx) 2012 U.S.Dist. LEXIS 86975, at *59, fn. 77 (C.D.Cal. June 22, 2012) (holding that

1 although the plaintiff did not seek stacked PAGA penalties, that “PAGA penalties can be
2 ‘stacked,’ *i.e.*, multiple PAGA penalties can be assessed for the same pay period for different
3 Labor Code violations.”); *accord Schiller v. David’s Bridal, Inc.*, No. 1:10-cv-00616 AWI SKO)
4 2010 U.S. Dist. LEXIS 81128, at *17 (E.D. Cal. July 14, 2010); *Pulera v. F & B, Inc.*, No. 2:08-
5 cv-00275-MCE-DAD, 2008 U.S. Dist. LEXIS 72659, 2008 WL 3863489, at * 2-3 (E.D. Cal.
6 Aug. 19, 2008); *Smith v. Brinker Intern, Inc.*, No. C 10-0213 VRW, 2010 U.S. Dist. LEXIS
7 54110, 2010 WL 1838726, at * 2-6 (N.D. Cal. May 5, 2010).

8 165. Labor Code § 210 provides that “in addition to, an entirely independent and apart
9 from, any other penalty provided in this article, every person who fails to pay the wages of each
10 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
11 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
12 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
13 each failure to pay each employee, plus 25% of the amount unlawfully withheld.”

14 166. As a result of the faulty compensation policies and practices described in detail
15 above, the State of California is entitled to recover penalties under Labor Code § 210 through
16 PAGA.

17 167. Further, Labor Code § 558 imposes a penalty upon employers “who violates, or
18 causes to be violated...any provision regulating hours and days of work in any order of the
19 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
20 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
21 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For
22 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
23 period for which the employee was underpaid...” Based upon the above factual allegations
24 related to overtime, meal period, and rest period violations, Plaintiff and the aggrieved employees
25 are entitled to recover civil penalties under Labor Code § 558 and not any underpaid wages under
26 PAGA. *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019).

27 168. Labor Code § 1174 provides that each employer shall keep “payroll records
28 showing the hours worked daily by and the wages paid to...employees employed

1 at...establishments.” An employer who fails to maintain the records proscribed by Labor Code §
2 1174 is subject to a civil penalty of five hundred (\$500) dollars under Labor Code § 1174.5.

3 169. Labor Code § 226.8 provides for a civil penalty of not less than five thousand
4 dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in
5 addition to any other penalties or fines permitted by law if the Labor and Workforce Development
6 Agency or a court issues a determination that a person or employer has engaged in the willful
7 misclassification of an individual as an independent contractor. Defendant Negar Matian and
8 Matian Law Group Inc. practice in the field of employment law on behalf of employers and are
9 aware of the difference between an independent contractor and employee, yet improperly
10 classified Plaintiff as an independent contractor.

11 **RELIEF REQUESTED**

12 **WHEREFORE**, Plaintiff prays for the following relief:

13 1. For compensatory damages in the amount of unpaid wages not paid to Plaintiff
14 from four (4) years prior to the filing of the Complaint and continuing into the present as may be
15 proven;⁵

16 2. For compensatory damages in the amount of unpaid overtime wages, including
17 double time, not paid to Plaintiff from four (4) years prior to the filing of the Complaint and
18 continuing into the present as may be proven;

19 3. For compensatory damages in the amount of Plaintiff’s unpaid meal period
20 premiums from at least four (4) years prior to the filing of this action to the present as may be
21 proven;

22 4. For compensatory damages in the amount of Plaintiff’s unpaid rest period
23 premiums from at least four (4) years prior to the filing of this action to the present as may be
24 proven;

25 5. An award to Plaintiff and the Late Payment Subclass of waiting time penalties in
26 the amount of up to 30 days’ wages;

27 _____
28 ⁵ If Defendants do not file a responsive pleading, Plaintiff reserves her right to amend her prayer for relief to include additional and/or more specific information prior to seeking the entry of default and obtaining a default judgment.

1 6. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200 including disgorgement of profits and the market loss to Defendants competitors, in an
3 amount as may be proven;

4 7. An order enjoining Defendants and its agents, servants, and employees, and all
5 persons acting under, in concert with, or for it from providing Plaintiff and its employees
6 minimum wages, overtime hours worked, proper meal periods, proper rest periods, meal period
7 premiums, rest period premiums, requiring it to investigate employee complaints, and to refrain
8 from retaliating against employees who make a lawful or good faith complaint about unlawful
9 conduct;

10 8. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved
11 employees because of Defendants' violation of Labor Code §§ 204, 210, 226(a) and (c), 226.3,
12 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well as IWC Wage
13 Order No. 5-2001

14 9. For general, compensatory and/or special damages in an amount according to
15 proof for Plaintiff's loss of past and future earnings, loss of job security and all damages flowing
16 therefrom;

17 10. For general, compensatory, and/or special damages to compensate Plaintiff for any
18 past and future medical expenses, emotional distress, and suffering and related damages;

19 11. For special damages according to proof;

20 12. For exemplary damages, according to proof;

21 13. For pre-judgment and post-judgment interest on all damages awarded to the extent
22 permitted by law;

23 14. For reasonable attorneys' fees;

24 15. For costs of suit incurred;

25 16. For declaratory relief;

26 17. For such other and further relief as the Court may deem just and proper.

27 18. An award of prejudgment and post judgment interest;

1 19. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200, including disgorgement or profits, in an amount as may be proven;

3 20. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved
4 employees because of Defendants' violation of Labor Code §§ 98.6, 201, 202, 203, 204, 210,
5 226.7, 226.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 1198.5 as well
6 as IWC Wage Order No. 15-2001

7 21. An award of attorneys' fees, including but not limited to pursuant to Labor Code §
8 218.5, Code of Civ. Proc. Section 1021.5, and PAGA;

9 22. An award providing for payment of costs of suit;

10 23. Such other and further relief as this Court may deem proper and just.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a trial of her claims by jury for causes of action 1-5 and 7-11,
13 but not claims 6 (unfair competition) and 12 (PAGA) for which a bench trial is required.

14
15 DATED: April 9, 2021

WINSTON LAW GROUP, P.C.

16
17 By: David S. Winston
18 DAVID S. WINSTON
19 Attorney for Plaintiff
20
21
22
23
24
25
26
27
28