

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Curtis Kin

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

RANDI McWILLIAM,

Plaintiff,

vs.

CATERING OF PARIS; YURI ELIE
AMSELLEM; and DOES 1 to 25, inclusive

Defendants.

CASE NO.: **21STCV43411**

COMPLAINT FOR DAMAGES FOR:

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

DEMAND FOR JURY TRIAL

1
2 **COMES NOW** Plaintiff, RANDI MCWILLIAM (hereinafter “Plaintiff”), and alleges
3 as follows:

4 **PARTIES, JURISDICTION, VENUE**

5 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
6 County of Los Angeles in this judicial district because Defendants CATERING OF PARIS;
7 YURI ELIE AMSELLEM; and DOES 1 to 25, inclusive do business in the County of Los
8 Angeles and because Defendants’ obligations and liabilities arise therein, and because the work
9 that was performed by Plaintiff in the County of Los Angeles is the subject of this action.
10

11 Moreover, Plaintiff’s damages sought herein exceed \$25,000.

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

13 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
14 CATERING OF PARIS is and was a California corporation, doing business in Los Angeles
15 County, and which employed Plaintiff.
16

17 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
18 YURI ELIE AMSELLEM is male resident of the County of Los Angeles, State of California,
19 and the owner and managing agent of CATERING OF PARIS. Plaintiff is informed and believes
20 and thereon alleges that YURI ELIE AMSELLEM managed and was directly involved in the
21 day-to-day operations of CATERING OF PARIS and is being included in this lawsuit pursuant
22 to Labor Code Section 558.1. CATERING OF PARIS and YURI ELIE AMSELLEM are
23 hereinafter collectively referred to as “Defendants”, “CATERING OF PARIS”, or “COP”.
24

25 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
26 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
27 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
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1 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
2 for the conduct alleged herein. Upon discovering the true names and capacities of these
3 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
4 capacities of these fictitiously named defendants.

5 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
6 that information and belief, alleges that at all times herein mentioned, each of the remaining
7 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
8 under the authority of their agency, employment, or representative capacity, with the consent of
9 his/her codefendants.
10

11 **GENERAL ALLEGATIONS**

12 7. Plaintiff started working for CATERING OF PARIS on or around November or
13 December 2019.

14 8. Plaintiff was forced to quit her employment on or around June 8, 2021, due to the
15 Defendants' unlawful actions.

16 9. Plaintiff was a "Team Lead" for the chefs and was classified as an hourly, non-exempt
17 employee who earned approximately \$20.00 per hour plus tips.

18 10. It is Plaintiff's position that COP has violated numerous Labor Code Sections against
19 Plaintiff and other similarly situated aggrieved employees.

20 11. COP did not provide Plaintiff and other similarly situated aggrieved employees with the
21 minimum wages to which they were entitled for work performed and as such did not compensate
22 Plaintiff and others for all hours worked at the minimum wage rate pursuant to California Labor
23 Code sections 1194, 1197 and 1197.1. This is so because Plaintiff and others would have to work
24 during their meal periods. Since Plaintiff and others were not compensated for this time, it would
25 be considered "off the clock" work and a minimum wage violation. Plaintiff and others were
26 also not paid for all hours worked in violation of Labor Code Section 1194 and the applicable
27 Industrial Welfare Commission Wage Order due to COP rounding down hours worked and
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1 adjusting hours worked by employees, which led to time shaving and resulted in Plaintiff and
2 others not receiving wages for all hours worked. Moreover, Plaintiff would consistently receive
3 phone calls after work hours to discuss work-related issues and was never compensated for this
4 time. It is Plaintiff's position that this "off the clock" work was not *de minimis*.

5 12. Due to the "off the clock" work as alleged above, COP violated Labor Code §510 because
6 it failed to pay Plaintiff and other similarly situated aggrieved employees the correct amount of
7 overtime, even though they worked more than 8 hours per day, 12 hours per day and/or 40 hours
8 per week throughout their employment. Plaintiff's and others' actual work hours entitled them
9 to overtime compensation (both daily and weekly), especially due to the "off the clock" as
10 described above, however, they were not paid accurately and fully for their overtime hours
11 worked. Plaintiff would routinely work 16-hour shifts, but was not properly compensated with
12 the overtime and double time as required under California law.

13 13. COP also violated Labor Code § 226.7 and the applicable Industrial Welfare Commission
14 Wage Order (No. 5) because it failed to provide Plaintiff and others with 10-minute rest periods
15 for every four hours of work, or majority portion thereof, throughout their employment. COP
16 did not completely relieve Plaintiff and others of all duty during said rest periods. COP did not
17 pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation
18 for each workday that one or more statutory rest periods was not provided. It was not company
19 policy and not part of the company culture for employees such as Plaintiff and others to take
20 timely, uninterrupted rest breaks. They were understaffed and often too busy and inundated to
21 take rest breaks. As such, the culture at COP did not lend itself to the employees receiving
22 statutory breaks wherein they were relieved of all work duties. It was the normal practice and
23 custom of COP not to authorize, permit, and enforce statutory rest periods. As such, the work
24 environment and culture at COP was not conducive to receiving statutory rest breaks under
25 California law.

26 14. COP violated Labor Code §§ 512 and 226.7 along with the applicable Industrial Welfare
27 Commission Wage Order (No. 5) because it failed to provide Plaintiff and others the requisite
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1 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their
2 employment. COP did not completely relieve Plaintiff and others of all duty during said meal
3 periods. COP did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular
4 rate of compensation for each workday that one or more statutory meal periods was not provided.
5 If COP had Plaintiff sign a meal period waiver, it would not be valid and enforceable since
6 Plaintiff and others generally worked more than a 6-hour shift. If COP had Plaintiff sign an on-
7 duty meal period agreement wherein Plaintiff agreed to work through her meal period, it would
8 also be invalid and unenforceable because the nature of Plaintiff's job does not prevent her from
9 taking a meal period. As such, Plaintiff and others did not receive statutory, timely meal periods
10 during their employment. As alluded to above, and due to the understaffing and the enormous
11 amount of work to be performed, Plaintiff routinely worked through her lunch and simply did
12 not receive a 30-minute, uninterrupted meal period before the 5th hour worked. As was the case
13 with rest periods, meal breaks were definitively not part of the COP's culture. The meal periods
14 were not authorized and were not enforced.

15 15. Additionally, COP violated the applicable Industrial Welfare Commission Wage Order
16 (No. 5-2001, Section 14(b)) in that there was no proper suitable seating/break area for
17 employees.

18 16. Furthermore, during the relevant time period and due to the above-mentioned violations,
19 COP failed to pay Plaintiff and others all wages due to them within any time period specified by
20 California Labor Code section 204, including the minimum wages and overtime as described
21 above as well as meal/rest break premiums.

22 17. COP was also in violation of California Labor Code section 226(a), by failing to include
23 pertinent information on the wage statements, including but not limited to, all hours worked,
24 gross wages earned, net wages earned, all deductions, premium payments for meal and rest
25 breaks, the correct legal name and address of the employer, the beginning and end of the pay
26 period, all applicable hourly rates, all deductions, and all identifying employee information,
27 among other items. In fact, since Plaintiff and others were paid via the "Zelle" application,
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1 Plaintiff and others were not provided access or given any paystubs. The latter is a cognizable
2 injury under Labor Code Section 226 in that Plaintiff and other aggrieved employees would
3 simply not know what they were being paid for and would not receive a breakdown of the hours
4 worked, overtime hours worked, all applicable hourly rates, including overtime rates, and all
5 deductions. As such, COP did not provide Plaintiff and other similarly situated aggrieved
6 employees with complete, accurate itemized wage statements.

7 18. During the relevant time period, COP also failed to keep accurate and complete payroll
8 records showing the actual hours worked per day (including the time for meal periods) and the
9 wages paid to Plaintiff and others pursuant to California Labor Code sections 1174(d). COP also
10 violated Labor Code § 203 because it willfully failed to pay Plaintiff and the other similarly
11 situated aggrieved employees earned and due wages upon separation of employment, either
12 immediately upon involuntary termination, or within 72 hours of resignation. After Plaintiff
13 stopped working at COP and after her employment with COP ended, COP failed and refused to
14 pay all wages earned and due immediately upon separation. These earned but unpaid wages
15 include minimum wages, overtime compensation, premium pay for missed meal and rest breaks,
16 and business expense reimbursement.

17 19. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
18 business-related expenses and costs that were not reimbursed by COP. These costs include, but
19 are not limited to, use of personal cell phones for work purposes in that Plaintiff utilized a cell
20 phone application on her phone for timekeeping purposes per instructions from COP. Plaintiff
21 would also have to communicate with the owner/management via her personal cell phone
22 regarding work-related issues. In addition, Plaintiff utilized her personal vehicle for work
23 purposes but was not reimbursed for mileage or for wear and tear of her personal vehicle. In
24 addition, it is important to note that per YURI ELIE AMSELLEM, the owner, Plaintiff was to
25 park in an alley a few blocks away from the workplace, which was a very unsafe neighborhood.
26 Plaintiff objected to having to work in an alley in an unsafe neighborhood, especially when
27 Plaintiff would have to walk back alone at 1am. In any event, Plaintiff's vehicle was broken into,
28 and her purse was stolen along with bank cards, cash, and clothing. The latter was a direct result

1 of YURI ELIE AMSELLEM's orders for Plaintiff to park her vehicle in an alley two blocks
2 from work. Plaintiff's vehicle was broken into while she was on the job and Plaintiff did in fact
3 utilize her vehicle for work purposes as alluded to above. Moreover, there were occasions
4 wherein Plaintiff bought supplies and items for the business but was not reimbursed for those
5 business expenses. Accordingly, COP was in violation of California Labor Code sections 2800
6 and 2802.

7 20. Moreover, COP failed to provide sick pay pursuant to Labor Code section 246 and also
8 failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved employees
9 in violation of Labor Code Section 3700.5.

10 21. Finally, Plaintiff was forced to quit due to the rampant labor code violations that were
11 being committed at the workplace wherein Plaintiff and others would be forced to work 16-hour
12 days without any proper statutory breaks and without being paid their proper wages, regular and
13 overtime. The latter work environment and the stress caused by COP violating numerous labor
14 laws on a daily and consistent basis proved to be intolerable for Plaintiff, who was forced to quit
15 her employment. As such, Plaintiff was constructively terminated in violation of public policy.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

18 **(California Industrial Welfare Commission Order 5-2001, California Code of**
19 **Regulations Title 8 Section 11050, and California Labor Code Section 1198)**

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

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

23 23. At all times relevant herein, Defendants were required to compensate their employees
24 for all hours worked upon reporting for work at the appointed time stated by the employer
25 pursuant to Industrial Welfare Commission Order 5-2001, California Code of Regulations,
26 Title 8, Section 11050.

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

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

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

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

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

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(California Labor Code Sections 1194, 1194.2, 1197)**

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

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

22 30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an
23 employer to suffer or permit a California employee to work without paying wages at the
24 minimum wage rate for all hours worked as required by the applicable Industrial Welfare
25 Commission Wage Order No. 5-2001, codified at California Code of Regulations,
26 Title 8, Section 11050, subdivision 4.

27 31. Pursuant to IWC Wage Order No. 5-2001, subdivision 2(K), at all relevant times,
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1 “hours worked” included “the time during which an employee is subject to the control of an
2 employer, and includes all the time the employee is suffered or permitted to work, whether or
3 not required to do so...”

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

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

13 34. For all hours worked by Plaintiff for which she was paid less than the minimum wage
14 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
15 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
16 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
17 Plaintiff is also entitled to attorney’s fees, costs and interests according to proof.

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

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME**

23 **(California Industrial Welfare Commission Order 5-2001, California Code of**
24 **Regulations Title 8 Section 11050)**

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

26 36. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.
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1 37. Pursuant to Industrial Welfare Commission 4-2001/5-2001, California Code of
2 Regulations, Title 8, Section 11050 for the period of Plaintiff's employment,
3 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
4 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
5 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
6 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
7 consecutive work day in a week.

8 38. Plaintiff was a non-exempt employee entitled to the protections of the California
9 Industrial Welfare Commission Order No. 5-2001, California Code of Regulations,
10 Title 8, Section 11050.

11 39. Plaintiff worked more than eight (8) hours or twelve (12) hours in a single workday or
12 forty (40) hours in a single workweek on numerous occasions.

13 40. Plaintiff was entitled to the above overtime premiums.

14 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
15 Plaintiff's regular rate of pay for hours worked past eight (8) in a day and two-times Plaintiff's
16 regular rate of pay for hours worked past twelve (12) in a day.

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

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

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

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

26 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
27 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
28 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus

1 reasonable attorney's fees and costs of suit.

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

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

7 **(California Labor Code Section 226)**

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

9 48. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

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

13 50. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
14 accurately reflected all information required by Labor Code Section 226, including but not
15 limited to, gross wages earned, including overtime, net wages earned, total hours worked by
16 the employee, all deductions, and premium pay for missed meal breaks and rest breaks.
17 Therefore, Defendants failed to maintain and provide accurate itemized wage statements to
18 Plaintiff in accordance with California Labor Code Section 226(a).

19 51. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
20 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
21 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
22 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
23 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
24 the 3-year period immediately preceding the date this lawsuit was filed.

25 52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
26 sustained damages, including loss of earnings, in an amount to be established at trial. As a
27 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
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1 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
2 and attorney's fees pursuant to statute.

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

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

8 **(California Labor Code Section 204)**

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

10 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

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

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

16 57. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
17 informed, believes, and thereon alleges, that all times relevant during the liability period,
18 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
19 including overtime hours and premium pay for missed rest breaks and meal breaks.

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

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

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

3 **(California Labor Code Sections 201, 202, 203)**

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

5 60. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 59, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

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

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

3 **SEVENTH CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE SECTION 558**

5 **(California Labor Code Section 558)**

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

7 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

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

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

- 21 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
22 wages, including overtime wages for overtime hours worked and premium pay for
23 missed meal breaks and rest breaks. As such, Defendants violated Section 558
24 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00 for
25 the first pay period and \$100.00 for each subsequent violation for each pay period
26 for which Plaintiff was underpaid in addition to an amount sufficient to recover
27 underpaid wages.
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1 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
2 relief associated with Plaintiff's prosecution of this cause of action under California
3 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
4 paying Plaintiff for all hours worked, her overtime hours worked, and premium pay
5 for missed meal breaks and rest breaks.

6 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
7 fees for relief associated with Plaintiff's prosecution of this cause of action under
8 California Labor Code Sections 200, et seq.
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10 71. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
11 the statutes, regulations, and wage orders alleged in this cause of action along with any
12 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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

15 **EIGHTH CAUSE OF ACTION**

16 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

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

19 73. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

21 74. Labor Code section 1174(d) requires that employers, including Defendants, maintain
22 accurate records showing the hours worked daily by its employees and to whom wages were
23 paid.

24 75. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
25 employer, including Defendants, to keep accurate information with respect to each one of their
26 employees including, but not limited to, the total wages paid each payroll period, and time
27 records showing when the employee begins and ends each work period, meal periods, split
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1 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
2 the applicable rates of pay.

3 76. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
4 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
5 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
6 records of Plaintiff's total daily hours, including rest breaks and meal breaks, the total hours
7 worked in the payroll period, the applicable rates of pay, and total wages earned for the payroll
8 period.

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

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

14 **NINTH CAUSE OF ACTION**

15 **FAILURE TO GIVE REST BREAKS**

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

17 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

19 80. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 20 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which
21 provides that every employer shall authorize and permit all employees to take rest
22 periods, which insofar as practicable shall be in the middle of each work period.

23 The authorized rest period time shall be based on the total hours worked daily at the
24 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- 25 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which
26 provides that if an employer fails to provide an employee a rest period in
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1 accordance with the applicable provisions of this order, the employer shall pay the
2 employee one (1) hour of pay at employee's regular rate of compensation for each
3 workday that the rest period is not provided;

- 4 c. Title 8 of the California Code of Regulations sections 11050(20)(A), which
5 penalizes the employer \$50.00 for each initial violation, per employee, of any
6 provision of the Wage Order, and \$100.00 for each additional violation thereafter
7 per employee; and
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9 d. California Labor Code section 226.7, which states that (a) no employer shall require
10 any employee to work during any rest period mandated by an applicable order of
11 the Industrial Welfare Commission, and (b) if an employer fails to provide an
12 employee a rest period in accordance with an applicable order of the Industrial
13 Welfare Commission, the employer shall pay the employee one (1) additional hour
14 of pay at employee's regular rate of compensation for each work day that the rest
15 period is not provided.
16

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

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

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

27 84. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **TENTH CAUSE OF ACTION**

4 **FAILURE TO GIVE MEAL BREAKS**

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

6 85. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 84, inclusive, of this Complaint as though fully set forth herein.

8 86. Plaintiff brings this cause of action under the following laws, for the following
9 reasons:

- 10
- 11 a. California Labor Code section 512(a), which requires that employees be given a 30-
12 minute uninterrupted meal break after five (5) hours of work, and a second
13 uninterrupted meal break after ten (10) hours of work;
- 14 b. California Labor Code section 226.7, which states that (a) no employer shall require
15 any employee to work during any meal period mandated by an applicable order of
16 the Industrial Welfare Commission, and (b) if any employer fails to provide an
17 employee a meal period in accordance with an applicable order of the Industrial
18 Welfare Commission, the employer shall pay the employee one (1) additional hour
19 of pay at the employee's regular rate of compensation for each workday that the
20 meal period is not provided;
- 21 c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified
22 under Title 8 of the California Code of Regulations Section 11050, which states that
23 if an employer fails to provide an employee a meal period in accordance with the
24 applicable provisions of the Wage Order, the employer shall pay the employee one
25 (1) hour of pay at the employee's regular rate of compensation for each workday
26 that the meal period is not provided;
- 27
- 28

- 1 d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as
2 codified under Title 8 of the California Code of Regulations Section 11050, which
3 requires an employer to maintain records documenting its employees' meal periods;
4 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as
5 codified under California Code of Regulations Section 11050, which penalizes the
6 employer \$50.00 for each initial violation, per employee, of any provision of the
7 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
8 f. California Labor Code section 1171 and 1173, which have given the California
9 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order No. 5)
10 as enforceable law.
11

12 87. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
13 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
14 to take a second relieved meal break after ten (10) hours of work, as required by California
15 law. California Labor Code section 512(a) and California Industrial Welfare Commission
16 Order No. 5, as codified under California Code of Regulations Section 11050 *et. seq.* requires
17 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
18 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
19 work duty. California Labor Code section 226.7 provides that employers may not require their
20 employees to work through their meal periods. California Labor Code section 226.7 and
21 California Code of Regulations section 11050 requires that if the employer fails to provide the
22 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
23 of pay for each work day that the meal period is not given.
24
25

26 88. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
27 regulations, and wage orders alleged in this cause of action along with any allowable interest,
28

1 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
2 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

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

8 **ELEVENTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
11 **202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 351, 353, 510, 512, 558, 1174,**
1174.5, 1194, 1197.1, 1198, 2802)

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

13 91. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

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

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

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

24 95. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
25 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
26 departments, divisions, commissions, boards, agencies, or employees for violation of the code
27 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
28

1 on behalf of himself or herself and other current or former employees pursuant to the
2 procedures specified in California Labor Code section 2699.3.

3 96. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
4 violator and had one or more of the alleged violations committed against her, and therefore is
5 properly suited to represent the interests of other current and former employees, including all
6 current and former hourly, non-exempt employees who worked for CATERING OF PARIS in
7 the State of California during the applicable PAGA Period.

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

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

15 99. California Labor Code section 2699 et seq. imposes penalties upon culpable
16 Defendants for violating the Labor Code.

17 100. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
18 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
19 seeking individual/victim specific relief or underpaid wages for herself or other employees
20 under this specific PAGA cause of action. Plaintiff has separate causes of action in this
21 Complaint for individual wages but is not seeking wages through the PAGA action.

22 101. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
23 the following:

24 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210,
25 226, 226.3, 226.7, 351, 353, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802 via
26 2698 and 2699 and any other Labor Codes/Industrial Welfare Commission Order (No. 5),
27 including the claim for suitable seating, violated based on the facts alleged in this
28

Complaint.

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

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

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

103. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 102, inclusive, of this Complaint as thought fully set forth herein.

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

105. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing her job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to, use of personal cell phones for work purposes in that Plaintiff utilized a cell phone application on her phone for timekeeping purposes per instructions from COP. Plaintiff would also have to communicate with the owner/management via her personal cell phone regarding work-related issues. In addition, Plaintiff utilized her personal vehicle for work purposes but was not reimbursed for mileage or for wear and tear of her personal vehicle. In addition, it is important to note that per YURI ELIE AMSELLEM, the owner, Plaintiff was to park in an alley a few blocks away from the workplace, which was a very unsafe neighborhood. Plaintiff objected to having to work in an alley in an unsafe neighborhood, especially when Plaintiff would have to walk back alone at 1am. In any event, Plaintiff's vehicle was broken into, and her purse was stolen along with bank cards, cash, and clothing. The latter was a direct result of YURI ELIE AMSELLEM's orders for Plaintiff to park her vehicle in an

1 alley two blocks from work. Plaintiff's vehicle was broken into while she was on the job and
2 Plaintiff did in fact utilize her vehicle for work purposes as alluded to above. Moreover, there
3 were occasions wherein Plaintiff bought supplies and items for the business but was not
4 reimbursed for those business expenses.

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

7 **THIRTEENTH CAUSE OF ACTION**

8 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

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

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

12 108. At all times during her employment with COP, Plaintiff performed her
13 duties with the utmost diligence and competence.

14 109. Defendants intentionally created an illegal work environment and atmosphere
15 by not paying Plaintiff for all hours worked, and not paying her overtime, and violating
16 numerous labor code sections as outlined in this Complaint, thereby not giving Plaintiff an
17 opportunity to work in an environment free of labor code violations. This situation became
18 intolerable for Plaintiff and Plaintiff had no alternative but to quit her job.

19 110. The employment of Plaintiff was constructively wrongfully terminated in or
20 around June 2021 in violation of the fundamental public policy of the State of California with
21 respect to violating numerous labor code violations, including, not compensating Plaintiff
22 for all hours worked, not compensating Plaintiff the minimum wage, not paying Plaintiff
23 overtime wages, not providing Plaintiff accurate, itemized wage statements, and not paying
24 Plaintiff wages owed every pay period, among other violations. Moreover, Plaintiff was forced
25 to hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and
26 constitutional expressions of public policy including, the California Labor Code and the
27 California Constitution, Article 1 section 8.
28

1 111. As set forth above, said actions by Defendants were wrongful and in violation
2 of the fundamental principles of the public policy of the State of California as reflected in its
3 laws, objectives and policies. Said statutes and constitutional expressions of public policy
4 include, but are not limited to, California Labor Code and the California Constitution, Article 1
5 section 8. These laws inure to the benefit of the public at large, and not just the private interests
6 of the employers and employees whom they govern or protect.

7 112. As a direct and proximate result of the aforementioned acts and omissions of
8 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
9 loss of income (past and future), loss of employment benefits (past and future), general and
10 compensatory damages (past and future), mental pain and anguish and emotional distress (past
11 and future), and will continue to suffer in the future, in an amount to be proved at trial.

12 113. The foregoing conduct engaged in by Defendants and each of their directors,
13 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
14 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
15 an environment free of labor code violations, so as to justify the imposition of punitive
16 damages to punish and set an example of said Defendants.

17
18 **FOURTEENTH CAUSE OF ACTION**

19
20 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

21 **(California Business and Professions Code Section 17200)**

22 **(Plaintiff against All Named Defendants and all DOE defendants)**

23 114. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 113, inclusive, of this Complaint as though fully set forth herein.

25 115. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
26 constitutes unfair and unlawful business practices under California Business and
27 Professions Code Section 17200, et seq.
28

1 116. Defendant's violations of California labor laws and the Labor Code, as alleged above
2 constitutes a business practice because it was done repeatedly over a significant period of time
3 in a systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved
4 employees.

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

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

- 11 1. For compensatory damages including lost past and future wages, regular wages,
12 overtime, and all other sums of money, including employment benefits, together
13 with interest on said amounts, and any other economic injury to Plaintiff, according to
14 proof;
- 15 2. For general damages according to proof;
- 16 3. For special and consequential damages to Plaintiff in an amount subject to proof at
17 trial;
- 18 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
19 at trial;
- 20 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
21 subject to proof at trial;
- 22 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
23 proof at trial;
- 24 7. For restitution and disgorgement for all unfair business practices by Defendants against
25 Plaintiff in an amount subject to proof at trial;
- 26 8. For an order enjoining Defendants from further unfair and unlawful business
27
28

practices in violation of Business and Professions Code Sections 17200, et seq.;

9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;

10. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

11. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;

12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of attorney's fees, costs, interest, and penalties according to proof to the extent permitted by law;

13. For restitution and/or damages for all amounts unlawfully withheld from the wages of Plaintiff, as may be proven;

14. For the imposition of civil penalties and/or statutory penalties;

15. For all interest as allowed by law;

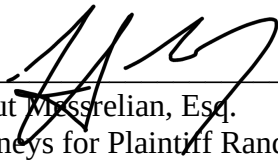
16. For all costs and disbursements incurred in this suit;

17. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, the California Labor Code; and/or other applicable laws; and

18. For such other and further relief as this Court may deem proper.

DATED: November 27, 2021

MESSRELIAN LAW INC.

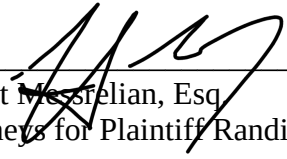
By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Randi McWilliam

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: November 27, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Randi McWilliam