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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PATRICIA MADRID,

Plaintiff,

vs.

SOUTHLAND MANAGEMENT LLC dba
SOUTHLAND; and DOES 1 to 25,
inclusive,

Defendants.

) CASE NO.: **21STCV33336**

) **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) **VIOLATION OF LABOR CODE SECTION 558;**
-) 7) **FAILURE TO MAINTAIN ACCURATE RECORDS;**
-) 8) **FAILURE TO GIVE REST BREAKS;**
-) 9) **FAILURE TO GIVE MEAL BREAKS;**
-) 10) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
-) 11) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**
-) 12) **FAILURE TO REIMBURSE BUSINESS EXPENSES**
-) 13) **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**
-) 14) **WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY;**
-) 15) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

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) **DEMAND FOR JURY TRIAL**
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COMES NOW Plaintiff, PATRICIA MADRID (hereinafter "Plaintiff"), and alleges:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants SOUTHLAND MANAGEMENT LLC dba SOUTHLAND; and DOES 1 to 25, inclusive, do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein. Moreover, Plaintiff's damages sought herein exceed \$25,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant SOUTHLAND MANAGEMENT LLC dba SOUTHLAND ("SOUTHLAND") was and is a Nevada corporation, operating in the County of Los Angeles, State of California, and who employed Plaintiff at Southland Care Center or simply "Southland", 11701 Studebaker Rd., Norwalk, CA 90650.

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

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

6 **GENERAL ALLEGATIONS**

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8 6. Plaintiff started working for SOUTHLAND approximately 4 years ago as a Certified
9 Nursing Assistant (CNA).

10 7. Her employment at SOUTHLAND came to an end on or around June 1 or 2, 2021.
11 Plaintiff was classified as an hourly, non-exempt employee and she earned approximately
12 \$17/hour.

13 8. It is Plaintiff's position that SOUTHLAND has violated numerous Labor Code Sections
14 against Plaintiff and other similarly situated aggrieved employees.

15 9. SOUTHLAND did not provide Plaintiff and other similarly situated aggrieved
16 employees with the minimum wages to which they were entitled for all work performed and
17 did not compensate her and others for all hours worked pursuant to California Labor Code
18 sections 1194, 1197 and 1197.1. This is so because Plaintiff and others were not paid for all
19 hours worked and for all hours wherein Plaintiff and other employees were under the control of
20 SOUTHLAND. Furthermore, due to the covid-19 pandemic, employees such as Plaintiff and
21 others had to follow a certain protocol that resulted in them being under the control of the
22 employer and for which they were not paid. For instance, when Plaintiff would report to work,
23 she would have to wait order to get screened for covid-related symptoms. The time spent
24 waiting to be screened and cleared in order to begin working is time wherein the employees are
25 under the control of their employer but are not paid for that specific time. The later time is also
26 not de minimis under the law. In addition, SOUTHLAND had a policy of rounding down the
27 hours worked by Plaintiff and other aggrieved employees which translated to Plaintiff and
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1 others not being paid for all hours worked, including minimum wages. Moreover, and as will
2 be discussed further below, SOUTHLAND committed minimum wage violations by virtue of
3 employees such as Plaintiff working through their meal breaks while “off the clock” or having
4 their meal periods interrupted. In addition, Plaintiff and other hourly, non-exempt employees
5 were not paid “covid pay” under the law.

6 10. Due to the above “off the clock” work and failure to compensate for all hours worked
7 and under the control of the employer, SOUTHLAND also violated Labor Code §510 because
8 it failed to pay Plaintiff and other similarly situated aggrieved employees overtime, even
9 though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
10 throughout their employment. Plaintiff and other similarly situated aggrieved employees
11 worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week, however, they
12 were not compensated for their overtime hours due to the employer not recording all hours
13 worked and all hours wherein they were under the control of SOUTHLAND.

14 11. SOUTHLAND also violated Labor Code § 226.7 and the applicable Industrial Welfare
15 Commission Wage Order (no. 5) because it failed to provide Plaintiff and others with 10-
16 minute rest periods for every four hours of work, or majority portion thereof, throughout their
17 employment. SOUTHLAND did not completely relieve Plaintiff and others of all duty during
18 said rest periods. SOUTHLAND did not pay to Plaintiff and others one additional hour of pay
19 at Plaintiff’s regular rate of compensation for each workday that one or more statutory rest
20 periods was not provided. It was not company policy and not part of the company culture for
21 employees such as Plaintiff and others to take rest breaks. They were understaffed and were
22 responsible for taking care of too many patients. Moreover, Plaintiff and others are not able to
23 walk away from patients in the middle of their care as they can’t leave patients alone. As such,
24 the culture at SOUTHLAND did not lend itself to the employees receiving statutory breaks
25 wherein they were relieved of all work duties. It was the normal practice and custom of
26 SOUTHLAND not to authorize, permit, and enforce statutory rest periods. As such, the work
27 environment and culture at SOUTHLAND was not conducive to receiving statutory rest breaks
28 under California law.

1 12. SOUTHLAND violated Labor Code §§ 512 and 226.7 along with the applicable
2 Industrial Welfare Commission Wage Order (no. 5) because it failed to provide Plaintiff and
3 others the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work
4 throughout their employment. SOUTHLAND did not completely relieve Plaintiff and others of
5 all duty during said meal periods. SOUTHLAND did not pay to Plaintiff and others one
6 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
7 more statutory meal periods was not provided. As mentioned above, there were situations
8 wherein Plaintiff would have to clock out for her meal break but would then continue working
9 through her meal period. SOUTHLAND management was unequivocally aware of the latter.
10 When Plaintiff did receive meal breaks, it would often be after the 5th hour worked due to
11 being too busy and understaffed (too many patients and too few nurses/CNAs). In the latter
12 circumstances, Plaintiff would be advised to consent to an adjustment of her time as though she
13 took the meal period on time. Furthermore, it was more than common for meal periods to be
14 interrupted by the PT/Medical Supervisor for patient assistance. It was the normal practice and
15 custom of SOUTHLAND not to authorize, permit, and enforce statutory meal periods. As such,
16 the work environment and culture at SOUTHLAND was not conducive to receiving statutory
17 meal breaks under California law.

18 13. Furthermore, during the relevant time period and due to allegations above,
19 SOUTHLAND failed to pay Plaintiff and others all wages due to them within any time period
20 specified by California Labor Code section 204.

21 14. SOUTHLAND was also in violation of California Labor Code section 226(a), by
22 failing to provide accurate, itemized wage statements and include pertinent information on the
23 wage statements, including but not limited to, all hours worked (minimum wages), the
24 applicable hourly rates, the legal name and address of the employer (which is Southland
25 Management LLC with the legal address of 29222 Rancho Viejo Rd., Suite 127, San Juan
26 Capistrano, CA 92675), gross wages earned, net wages earned, premium pay for the missed
27 meal and rest breaks, the correct start and end of each pay period, all employee identifying
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1 information, and all deductions, among other items. As such, SOUTHLAND did not provide
2 Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized
3 wage statements. In addition, the pay stubs were facially defective in that employees were not
4 able to follow and understand the paystubs, which is a cognizable injury.

5 15. During the relevant time period, SOUTHLAND also failed to keep accurate and
6 complete payroll records showing the actual hours worked per day and the wages paid to
7 Plaintiff and others pursuant to California Labor Code sections 1174(d).

8 16. SOUTHLAND also violated Labor Code § 203 because it willfully failed to pay
9 Plaintiff and other similarly situated aggrieved employees earned and due wages upon
10 separation of employment, either immediately upon involuntary termination, or within 72
11 hours of resignation. These earned but unpaid wages include minimum wages and
12 compensation for all hours worked, overtime compensation, premium pay for missed meal and
13 rest breaks, and business expense reimbursement, among others.

14 17. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
15 business-related expenses and costs that were not reimbursed by SOUTHLAND. These costs
16 include, but are not limited to, the cost of uniforms. Accordingly, SOUTHLAND was in
17 violation of California Labor Code sections 2800 and 2802 as well as Labor Code Section 221
18 for unlawfully deducting for uniforms that were to be used to effectuate job duties.

19 18. In addition, Plaintiff was wrongfully terminated after complaining to SOUTHLAND
20 management and after filing a complaint against her supervisor "Jennifer" for harassment.
21 SOUTHLAND management was unequivocally aware of Plaintiff's numerous complaints
22 about "Jennifer" and about the fact that she could not work around Jennifer or even be in her
23 presence. SOUTHLAND terminated Plaintiff's employment in violation of Labor Code
24 Section 1102.5 and in violation of public policy.

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1 **FIRST CAUSE OF ACTION**

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

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

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

6 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.
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9 20. At all times relevant herein, Defendants were required to compensate its employees for
10 all hours worked upon reporting for work at the appointed time stated by the employer
11 pursuant to Industrial Welfare Commission Order 5-2001, California Code of Regulations,
12 Title 8, Section 11050.

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

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

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

21 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
22 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
23 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
24 reasonable attorney's fees and costs of suit.

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

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1 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
2 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

3 32. 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.

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7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME**

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

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

12 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

14 34. Pursuant to Industrial Welfare Commission Order No. 5-2001, California Code of
15 Regulations, Title 8, Section 11050, for the period of Plaintiff's employment, Defendants were
16 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
17 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
18 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
19 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
20 week.

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

24 36. Plaintiff worked more than eight (8) hours in a single workday, more than twelve (12)
25 hours in a single day, or forty (40) hours in a single workweek on numerous occasions.

26 37. Plaintiff was entitled to the above overtime premiums.

27 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
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1 Plaintiff's regular rate of pay for hours worked past eight (8) in a day or two times Plaintiff's
2 regular rate of pay for hours worked past twelve (12) in a day.

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

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

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

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

12 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
13 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
14 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
15 reasonable attorney's fees and costs of suit.

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

19 **FOURTH CAUSE OF ACTION**

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

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

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

23 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

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

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

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

12 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
13 sustained damages, including loss of earnings, in an amount to be established at trial. As a
14 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
15 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
16 and attorney's fees pursuant to statute.

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

20 **FIFTH CAUSE OF ACTION**

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

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

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

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

26 52. California Labor Code Section 204 establishes the fundamental right of all employees
27 in the State of California to be paid wages in a timely fashion for their work.
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1 53. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
2 full amount of all owed wages when due as required by California Labor Code Section 204.

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

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

12 56. 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 according to proof at
14 trial.

15 **SIXTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE SECTION 558**

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

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

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

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

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

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

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

26 61. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
27 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.
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SEVENTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

(California Labor Code Section 1174(d))

(Plaintiff against all named defendants and all DOE defendants)

62. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

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EIGHTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

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

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

- a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations sections 11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at employee's regular rate of compensation for each work day that the rest
3 period is not provided.

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

7 71. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
8 regulations, and wage orders alleged in this cause of action along with any allowable interest,
9 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
10 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
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12 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
13 fees as well as interest under Labor Code section 218.6.

14 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.
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18 NINTH CAUSE OF ACTION

19 FAILURE TO GIVE MEAL BREAKS

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

21 74. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.
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24 75. Plaintiff brings this cause of action under the following laws, for the following
25 reasons:

- 26 a. California Labor Code section 512(a), which requires that employees be given a 30-
27 minute uninterrupted meal break after five (5) hours of work, and a second
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uninterrupted meal break after ten (10) hours of work;

- b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified under Title 8 of the California Code of Regulations Section 11050, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11050, which requires an employer to maintain records documenting its employees' meal periods;
- e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as codified under California Code of Regulations Section 11050, which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5) as enforceable law.

1 76. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
2 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
3 to take a second relieved meal break after ten (10) hours of work, as required by California
4 law. California Labor Code section 512(a) and California Industrial Welfare Commission
5 Order No. 5, as codified under California Code of Regulations Sections 11050 et. seq. requires
6 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
7 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
8 work duty. California Labor Code section 226.7 provides that employers may not require their
9 employees to work through their meal periods. California Labor Code section 226.7 and
10 California Code of Regulations section 11050 requires that if the employer fails to provide the
11 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
12 of pay for each work day that the meal period is not given.
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14 77. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
15 regulations, and wage orders alleged in this cause of action along with any allowable interest,
16 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
17 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
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19 78. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
20 fees as well as interest under Labor Code section 218.6.

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

24 **TENTH CAUSE OF ACTION**

25 **PRIVATE ATTORNEYS GENERAL ACT**

26 **Individual and Representative Claim for PAGA penalties under California Labor Code**
27 **sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 510, 512, 558, 1174,**
28 **1174.5, 1194, 1197, 1198, 2802)**

(Plaintiff Against all Named Defendants and all DOE Defendants)

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

3 81. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
4 Defendants of the specific violations of the California Labor Code that Defendants
5 and DOE defendants have violated and continue to violate.

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

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

12 84. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
13 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
14 departments, divisions, commissions, boards, agencies, or employees for violation of the code
15 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
16 on behalf of himself or herself and other current or former employees pursuant to the
17 procedures specified in California Labor Code section 2699.3.

18 85. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
19 violator and had one or more of the alleged violations committed against her, and therefore is
20 properly suited to represent the interests of other current and former hourly, non-exempt
21 employees who worked for SOUTHLAND at any of its California locations during the
22 relevant PAGA Period.

23 86. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
24 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
25 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

26 87. Plaintiff therefore has exhausted all administrative remedies required of her under
27
28

1 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
2 cause of action and pursue penalties in a representative action for Defendants' violations of the
3 Labor Code.

4 88. California Labor Code section 2699 et seq. imposes penalties upon culpable
5 Defendants for violating the Labor Code.

6 89. California Labor Code section 558 establishes a civil penalty as follows: Any
7 employer or other person action on behalf of an employer who violates, or causes to be
8 violated, a section of this chapter or any provision regulating hours and days of work in any
9 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
10 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
11 dollars (\$50) for each underpaid employee for each pay period for which the employee was
12 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
13 employee for each pay period for which the employee was underpaid...

14 90. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
15 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
16 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved
17 employees in this specific cause of action under the Private Attorneys General Act.

18 91. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
19 the following:

20 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
21 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802 via 2698 and 2699 and
22 any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (no. 5)
23 violated based on the facts alleged in this Complaint.

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

ELEVENTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 202, 203)

(Plaintiff against all named defendants and all DOE defendants)

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

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

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

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

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

98. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately preceding the filing of this lawsuit.

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

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

1 proof at trial.

2 **TWELFTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

5 101. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 100, inclusive, of this Complaint as thought fully set forth herein.

7
8 102. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties.”

11 103. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
12 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
13 of completing her job duties, which were not reimbursed by Defendant. These expenses
14 include, but are not limited to the cost of uniforms.

15 104. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
16 and attorney’s fees and costs, under Labor Code section 2802.

17 **THIRTEENTH CAUSE OF ACTION**

18 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

19 **(Plaintiff against All Named Defendants and DOE Defendants, and each of them)**

20 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

22
23 106. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
24 and binding on Defendant SOUTHLAND. This section requires Defendant SOUTHLAND to
25 refrain from retaliating against an employee for refusing to participate in an activity that he/she
26 reasonably believes would result in a violation of state or federal statute, or a violation or
27 noncompliance with a state or federal rule or regulation. California Labor Code section
28

1 1102.5 also requires Defendants to refrain from retaliating against an employee for disclosing
2 information to a person with authority over the employee if the employee has reasonable cause
3 to believe that the information discloses a violation of state or federal statute, or a violation of
4 or noncompliance with a local, state, or federal rule or regulation, regardless of whether
5 disclosing the information is part of the employee's job duties.
6

7 107. As discussed fully above, Plaintiff complained to Defendants about her supervisor,
8 Jennifer's illegal conduct and harassment and about the fact that Plaintiff could not work
9 around or near Jennifer as it caused Plaintiff extreme anxiety and emotional distress.

10 108. Defendant SOUTHLAND retaliated against Plaintiff for her whistleblowing, as
11 alleged above, all in violation of Labor Code § 1102.5.

12 109. As a direct and proximate result of the aforementioned acts and omissions of
13 Defendant SOUTHLAND, Plaintiff suffered general and compensatory damages, including but
14 not limited to, loss of income (past and future), loss of employment benefits (past and
15 future), general and compensatory damages (past and future), mental pain and anguish and
16 emotional distress (past and future), and will continue to suffer in the future, in an amount to be
17 proved at trial.
18

19 110. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
20 and the imposition of civil penalties of \$10,000 for each violation as well as attorneys fees.
21

22 **FOURTEENTH CAUSE OF ACTION**

23 **WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

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

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

27 112. At all times during her employment with Defendant SOUTHLAND, Plaintiff
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1 performed her duties with the utmost diligence and competence.

2 113. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and
3 actions to treat her differently and ultimately make her work environment intolerable in an
4 effort to get Plaintiff to quit her employment as alleged herein, was motivated by Plaintiff's
5 whistleblowing and complaints about illegal activity at the workplace. Defendant
6 SOUTHLAND intentionally created the aforementioned retaliation, thereby not giving Plaintiff
7 an opportunity to work in an environment free of retaliation.

8 114. The employment of Plaintiff was wrongfully terminated on or around June 1 or June
9 2, 2021 in violation of the fundamental public policy of the State of California with respect to
10 retaliating against an employee on account of her whistleblowing. Moreover, Plaintiff was
11 forced to hire an attorney to assist her to end these illegal activities. Said conduct violated
12 statutory and constitutional expressions of public policy including, the California Labor Code
13 and the California Constitution, Article 1 section 8.

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

20 116. As a direct and proximate result of the aforementioned acts and omissions of
21 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
22 loss of income (past and future), loss of employment benefits (past and future), general and
23 compensatory damages (past and future), mental pain and anguish and emotional distress (past
24 and future), and will continue to suffer in the future, in an amount to be proved at trial.

25 117. The foregoing conduct engaged in by Defendants and each of their directors, officers
26 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
27 and carried on with a conscious and willful disregard of their workers' right to work in an
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1 environment free of retaliation due to whistleblowing, so as to justify the imposition of
2 punitive damages to punish and set an example of said Defendants.

3 **FIFTEENTH CAUSE OF ACTION**

4 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

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

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

7 118. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 117, inclusive, of this Complaint as though fully set forth herein.

9 119. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
10 constitutes unfair and unlawful business practices under California Business and Professions
11 Code Section 17200, et seq.

12 120. Defendant's violations of California labor laws and the Labor Code constitutes a
13 business practice because it was done repeatedly over a significant period of time in a
14 systematic manner that was detrimental to Plaintiff and other aggrieved employees.

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

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

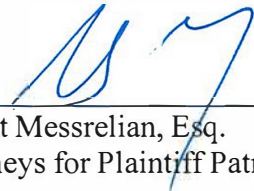
- 21 1. For compensatory damages including lost past and future wages, regular wages,
22 overtime, and all other sums of money, including employment benefits, together
23 with interest on said amounts, and any other economic injury to Plaintiff, according to
24 proof;
25
26 2. For general damages according to proof;
27
28 3. For special and consequential damages to the extent allowed by law;

- 1 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
2 at trial;
- 3 5. For an award of punitive damages against Defendants according to proof;
- 4 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
5 subject to proof at trial;
- 6 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
7 proof at trial;
- 8 8. For restitution and disgorgement for all unfair business practices by Defendant
9 SOUTHLAND against Plaintiff in an amount subject to proof at trial;
- 10 9. For an order enjoining Defendant SOUTHLAND from further unfair and unlawful
11 business practices in violation of Business and Professions Code Sections 17200, et
12 seq.;
- 13 10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
14 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 15 11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
16 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 17 12. For maximum civil penalties available under the Labor Code and applicable Wage
18 Order against Defendants as described more particularly in the Complaint and
19 representative PAGA claim;
- 20 13. For all remedies available to Plaintiff under the applicable Wage Order and the
21 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
22 liquidated damages, damages, penalties, and waiting time penalties according to proof
23 to the extent permitted by law via PAGA;
- 24 14. For the imposition of civil penalties and/or statutory penalties;
- 25 15. For all interest as allowed by law;
- 26 16. For all costs and disbursements incurred in this suit;
- 27
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- 1 17. Reasonable attorney's fees where available by law, including but not limited to,
2 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
3 Labor Code section 1102.5, and/or other applicable laws; and
4 18. For such other and further relief as this Court may deem proper.

5 **DATED:** September 9, 2021

MESSRELIAN LAW INC.

6
7 By 
8 Harout Messrelian, Esq.
9 Attorneys for Plaintiff Patricia Madrid

10
11 **DEMAND FOR JURY TRIAL**

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

13
14 **DATED:** September 9, 2021

MESSRELIAN LAW INC.

15
16 By 
17 Harout Messrelian, Esq.
18 Attorneys for Plaintiff Patricia Madrid
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