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on behalf of herself and all others similarly situated
7

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

11 NATASHA R. VALENZUELA, an
individual, on behalf of herself and others
12 similarly situated,

13 Plaintiff,

14 vs.

15 NETWORK MEDICAL MANAGEMENT,
INC., a California corporation; and DOES 1
16 through 50, inclusive,

17 Defendants.
18
19
20
21
22

Case No.: 21STCV39548

CLASS ACTION

Assigned for All Purposes To:

Hon. Elihu M. Berle
Dept. 6, Spring Street Courthouse

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Violation of Labor Code § 2802;
2. Violation of Business & Professions Code § 17200 *et seq.*; and
3. Penalties under PAGA, Labor Code § 2698.

Original Complaint Filed: October 26, 2021
Trial Date: None Set

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

01/06/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Molinar Deputy

1 Plaintiff NATASHA R. VALENZUELA (hereinafter "Plaintiff"), on behalf of herself and
2 all other similarly situated employees of Defendants in California complains of Defendants, and
3 each of them, as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four years prior to the filing of this
7 lawsuit, are or were employed by Defendants in California as claims examiners, claims and care
8 coordinators, customer and member service representatives, account specialists, auditors, and
9 contracting specialists, and in similar and related positions (collectively, "Employees";
10 individually, "Employee") by Defendants NETWORK MEDICAL MANAGEMENT, INC., a
11 California corporation, and DOES 1 through 50 (all defendants being collectively referred to
12 herein as "Defendants"). Plaintiff alleges that Defendants, and each of them, violated various
13 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
14 (IWC), and California Business & Professions Code, and seeks redress for these violations.

15 2. Plaintiff is a resident of Los Angeles County and was employed by Defendants
16 based out of Defendants' offices and facilities in Los Angeles County and based out of her own
17 home office in Los Angeles County. Upon information and belief, the other Employees in the
18 Class were employed in various exempt and non-exempt positions in California at both
19 Defendants' facilities and offices in Los Angeles County and throughout California and also
20 worked from their home offices for a portion of their employment during the relevant time period.
21 Plaintiff and the Class members were employed by Defendants in various claims processing and
22 servicing related positions. Upon information and belief, Plaintiff was employed by Defendants
23 and (1) shared similar job duties and responsibilities (2) was subjected to the same policies and
24 practices (3) and endured similar violations at the hands of Defendants as the other Employee
25 Class members who served in similar and related positions. More specifically, Defendants failed
26 to reimburse necessary business expenses incurred by Plaintiff and the Class members which
27 Defendant compelled them to incur in performing their job duties, as required by the Labor Code
28 and the applicable paragraphs of the IWC Wage Orders.

1 3. Defendant NETWORK MEDICAL MANAGEMENT, INC.'s web-site describes it
2 as "a Management Services Organization (MSO) comprised of healthcare professionals and more
3 than 600 employee associates serving the rapid growth of Independent Physicians Associations
4 (IPAs) and Medical Groups." It also explains that "Network Medical Management has now
5 expanded its services to 10 counties in California providing management to over 1,000,000
6 members and a network of over 7,000 contracted physicians..." In describing their core business,
7 Defendants further explain: "We provide comprehensive administrative support and various
8 auxiliary services in our efforts to provide the highest quality of care to our patients.

9 4. Defendant NETWORK MEDICAL MANAGEMENT, INC. is a California
10 corporation that lists its principal executive offices in Alhambra, California. It is listed as the
11 employer, along with the Alhambra address, on the wage statements issued to Plaintiff and upon
12 information and belief the Employees in the Class.

13 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
15 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
16 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
17 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
18 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles
19 County, and Defendants operate facilities that service Defendants' customers throughout Los
20 Angeles County and California where Plaintiff and the other Class members were based out of
21 during their employment.

22 6. The true names and capacities, whether individual, corporate, associate, or
23 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
24 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
25 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
26 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
27 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
28 this Complaint to reflect the true names and capacities of the Defendants designated herein as

Does 1 through 50 when their identities become known.

7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

8. During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Employees in the Class were employed in California by Defendants.

9. Plaintiff was employed by Defendants for over 20 years, including during the relevant time period, and served in various job positions including claims examiner and provider resolution specialist. Plaintiff also served as a lead and then as a Supervisor during the relevant period. Plaintiff's role as a Supervisor to other claims examiners was paid on a salaried basis, and she was employed as an hourly, non-exempt employee prior to that. In whatever position she served, Plaintiff was similarly situated with the other Employees in the Class in that they were all required by Defendant to work remotely and to also incur necessary business-related expenses.

10. Defendants have maintained offices and facilities in Alhambra, California, but also operated other facilities and operations centers in other locations, including Monterey Park and El Monte. Employees assigned to each of the various offices and facilities maintained and operated by Defendants were generally required to report to those locations for their work shifts. However, there were many instances when Plaintiff and the Class members were also required to perform work-related tasks or respond to work-related communications remotely from their homes.

1 11. With the recent developments regarding COVID since the early part of 2020, the
2 majority of the Class members were required by Defendants to work remotely from their homes.
3 Depending on the state and federal guidelines and timing, Employees in the Class have since
4 been working remotely at their home offices *en masse* during some months and intermittently in
5 others. Importantly, therefore, Plaintiff and the Employees in the Class have been required by
6 Defendants to work from their home or other remote locations for a substantial portion of their
7 time worked during the relevant time period.

8 12. Despite Defendants requiring the Class members to work remotely during a
9 substantial portion of their employment, Defendants only provided use of a company computer to
10 assist the Class members with facilitating that remote work. Plaintiff was required to incur
11 significantly more necessary business expenses in performing her assigned job duties. For
12 example, Plaintiff had to pay for and dedicate the use of her internet service to performing her
13 work duties, as all communications flowed through a company Microsoft Teams account. This
14 included internet-based phone calls, the use of various software, and e-mail communications, all
15 of which required internet access. As Plaintiff worked long days at Defendants' behest from dawn
16 through dinner time, she was continually required to pay for the internet service that permitted
17 her to work remotely without any reimbursement from Defendants. Defendants failed to
18 reimburse any of these internet related expenses, which upon information and belief were
19 incurred by the other Class members in the same manner as Plaintiff and based on Defendants'
20 uniformly applied policies and practices.

21 13. Additionally, from at least four years prior to the filing of this lawsuit and
22 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
23 incur other necessary business expenses in the course of performing their required job duties
24 without reimbursement. Defendants required Plaintiff to use her personal cellular phone to
25 respond to and communicate with Defendants and their managers regarding work matters and
26 scheduling, including while on duty or during breaks or when they were off-duty and not
27 otherwise working. Also, as remote conferencing can be unavailable or inefficient, the necessary
28 mode for communications between all levels of company Employees was their personal cellular

1 phones. Daily communications about work-related matters were conducted through personal cell
2 phones, and managers required attendance by phone at meetings or as a back up when video-
3 conferencing was inefficient. Text-messaging related to work also occurred, and personal phone
4 use was often necessary to look up information on the internet or otherwise access Defendants'
5 systems and software. Plaintiff's phone bill was approximately \$100 per month, and she
6 estimates that 75% of the calls and activities conducted through her cell phone were necessary
7 and required work-related communications. Upon information and belief, the other Class
8 members incurred similar cellular phone related expenses for performing necessary work-related
9 communications, for which they were also not reimbursed by Defendant.

10 14. Additionally, Plaintiff and the Class members were required to incur office and
11 business supply expenses to conduct their required daily transactions and perform their duties.
12 This included expenses for paper and printer cartridges and pens and notebooks and envelopes
13 and such, yet Defendants uniformly failed to provide or reimburse for such necessary resources.

14 15. Plaintiff and the Class members must be reimbursed for these necessary business
15 expenses under Labor Code § 2802 and Defendants systematically failed to do so. Defendants
16 systematically and uniformly failed to reimburse those lawful and necessary work related
17 expenses or losses incurred in direct discharge of their job duties during employment with
18 Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the
19 applicable IWC Wage Orders, paragraph 9.

20 16. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
21 pursuant to, *inter alia*, Labor Code §§ 1197, 1198, 1199, 2699, 2699.3, 2699.5, 2802 and 2698 *et*
22 *seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

23 17. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
24 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
25 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
26 fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

18. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants in California who during the period of four years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”) incurred necessary and reasonable expenses in connection with performing their required job duties that were not reimbursed by Defendants.”

19. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

20. Defendants, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby Defendants failed reimburse necessary work-related expenses incurred by their Employees.

21. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in this litigation and the proposed Class is easily ascertainable from the employment records for Plaintiff and the Class members that Defendants are required to maintain under California law.

A. Numerosity

22. The potential members of the Class as defined are so numerous that joinder of all the Class members is impracticable. While the precise number of Class member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit employed, well-over 100 Employees who satisfy the Class definition within the State of California. Plaintiff alleges that Defendants’ employment records will provide information as to the number and location of all Class members.

1 **B. Commonality**

2 23. There are questions of law and fact common to the Class that predominate over any
3 questions affecting only individual Class members. The common questions are numerous and
4 substantial and flow from Defendants' uniform policies and/or practices of violating the California
5 Labor Code addressed above. As such, these common questions predominate over individual
6 questions concerning each individual Class Member's showing as to his or her eligibility for
7 recovery or as to the amount of damages. These common questions of law and fact include: (1)
8 Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business
9 expenses incurred by Employees; and (2) Whether Defendants violated Business and Professions
10 Code § 17200 *et seq.*

11 **C. Typicality**

12 24. The claims of the named Plaintiff are typical of those of the other Employees. The
13 Employee Class members all sustained injuries and damages arising out of and caused by
14 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
15 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
16 Defendants' failure to reimburse necessary business expenses are typical of those of the other
17 Class members.

18 **D. Adequacy of Representation**

19 25. Plaintiff will fairly and adequately represent and protect the interest of the
20 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
21 experienced and competent in litigating employment class actions.

22 **E. Superiority of Class Action**

23 26. A class action is superior to other available means for the fair and efficient
24 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
25 questions of law and fact common to all Employees predominate over any questions affecting only
26 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
27 by reason of Defendants' illegal policies or practices of failing to compensate or reimburse
28 Employees properly.

1 27. As to the issues raised in this case, a class action is superior to all other methods for
2 the fair and efficient adjudication of this controversy, as joinder of all Class members is
3 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
4 members. Further, as the economic or other loss suffered by vast numbers of Class members may
5 be relatively small, the expense and burden of individual actions makes it difficult for the Class
6 members to individually redress the wrongs they have suffered. Moreover, in the event
7 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
8 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
9 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
10 to vindicate their rights for violations they endured which they would otherwise be foreclosed
11 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

12 28. Class action treatment will allow those persons similarly situated to litigate their
13 claims in the manner that is most efficient and economical for the parties and the judicial system.
14 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
15 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
16 set forth the subject and nature of the instant action. The Defendants' own business records can be
17 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
18 that any further notice is required additional media and/or mailings can be used.

19 29. Defendants, as prospective and actual employers of the Employees in the Class,
20 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
21 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
22 Employees as well as the effect of any alleged arbitration agreements that may have been forced
23 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
24 and policies, most notably intentionally refusing to reimburse expenses and the consequence of the
25 alleged arbitration agreements and policies and practices on the Employees and Class as a whole.

26 30. Plaintiff and the Employees in the Class did not discover the fact that they were
27 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
28 any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury,

1 to collectively organize and oppose unlawful pay practices under California law as well as obtain
2 injunctive relief preventing such practices from continuing. As a result, the applicable statutes of
3 limitation tolled until such time as Plaintiff and the Class members discovered their claims.

4 **FIRST CAUSE OF ACTION**

5 **FOR FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

6 **UNDER LABOR CODE § 2802 (Against All Defendants)**

7 31. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 32. Plaintiff and the Class are informed and believe and based thereon allege that
10 throughout the period applicable, Defendants required Plaintiff and the Class members to pay for
11 necessary work related expenses they incurred. Defendants required Plaintiff and the Class
12 members to incur internet access fees and use their cellular phones to complete work related duties
13 and address company business and were required to purchase necessary office supplies for which
14 they were not reimbursed, as detailed above.

15 33. Defendants thus followed a uniform policy and practice of failing to reimburse
16 Employees for these necessary work related expenses or losses incurred in direct discharge of their
17 job duties during employment with Defendants and at the direction of the Defendants pursuant to
18 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

19 34. Defendants' knowing and willful failure to reimburse lawful necessary work related
20 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
21 things, Defendants did not inform employees of their right to be reimbursed for those work related
22 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
23 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
24 necessary expenses was an expected and essential function of their employment with Defendants
25 and that failure to incur those expenses would have adverse consequences on their employment.

26 35. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
27 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
28 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while

1 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
2 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
3 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

4 **SECOND CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

6 **(Against All Defendants)**

7 36. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 37. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
10 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
11 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
12 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
13 the public interest within the meaning of Code of Civil Procedure § 1021.5.

14 38. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, have suffered injury, and therefore has standing to bring this cause of action for
16 injunctive relief, restitution, and other appropriate equitable relief.

17 39. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
18 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
19 fraudulent in that Defendants' policy and practice of failing to reimburse business expenses due to
20 systematic business practices as alleged herein that cannot be justified, pursuant to the applicable
21 California Labor Code and Industrial Welfare Commission requirements in violation of California
22 Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue injunctive
23 and equitable relief, pursuant to California Business & Professions Code § 17203, including
24 restitution of wages wrongfully withheld.

25 40. Wage-and-hour laws express fundamental public policies. Paying employees their
26 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
27 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
28 vigorously to enforce minimum labor standards, to ensure that employees are not required or

1 permitted to work under substandard and unlawful conditions, and to protect law-abiding
2 employers and their employees from competitors who lower costs to themselves by failing to
3 comply with minimum labor standards.

4 41. Defendants have violated statutes and public policies. Through the conduct alleged
5 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
6 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
7 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
8 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
9 guaranteed to all employees under the law.

10 42. Defendants' conduct, as alleged above, constitutes unfair competition in violation
11 of the Business & Professions Code § 17200 *et seq.*

12 43. Defendants, by engaging in the conduct herein alleged, by failing to reimburse
13 necessary business expenses, either knew or in the exercise of reasonable care should have known
14 that their conduct was unlawful; therefore their conduct violates the Business & Professions Code
15 § 17200 *et seq.*

16 44. By the conduct alleged herein, Defendants have engaged and continue to engage in
17 a business practice which violates California and federal law, including but not limited to, the
18 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
19 Code including Section 2802 for which this Court should issue declaratory and other equitable
20 relief pursuant to California Business & Professions Code § 17203 as may be necessary to prevent
21 and remedy the conduct held to constitute unfair competition, including restitution of wages
22 wrongfully withheld.

23 45. As a proximate result of the above-mentioned acts of Defendants, Employees have
24 been damaged, in a sum to be proven at trial.

25 46. Unless restrained by this Court, Defendants will continue to engage in the unlawful
26 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
27 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
28 the use by Defendants or their agents or employees of any unlawful or deceptive practice

1 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
2 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
3 failed to pay.

4 **THIRD CAUSE OF ACTION**

5 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

6 **(Against All Defendants)**

7 47. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in
8 full herein.

9 48. Plaintiff and the Employees in the Class are also aggrieved employees as defined
10 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
11 either were or are employed by the alleged violators, Defendants.

12 49. In failing to reimburse necessary business and by the other conduct discussed
13 above, Defendants committed violations of section 2802 and failed to maintain records, including
14 as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders.

15 50. As such, Employees seek penalties under Labor Code §§ 2698 and 2699 for
16 Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including
17 the penalty provisions, without limitation, based, *inter alia*, on the following California Labor
18 Code sections: §§ 1197, 1198, 1199, 2699, 2699.3, 2699.5, 2802 and 2698 *et seq.*, and California
19 Code of Regulations, Title 8, section 11000 *et seq.*

20 51. More specifically, after complying with the notice procedures of Labor Code §
21 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
22 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
23 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
24 including as follows:

25 (a) Failure to Reimburse Necessary Business Expenses: For Defendants' unlawful
26 deductions from wages and for Defendants' failure to reimburse the necessary work related
27 expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4,
28 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable

1 under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and
2 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code §
3 2699(g)(1); and

4 (b) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections:

5 For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of
6 which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking
7 penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the
8 applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
9 2699(g)(1).

10 52. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees,
11 also seek the penalties and remedies set forth in Labor Code § 558, which states:

12 (a) Any employer or other person acting on behalf of an employer who violates, or
13 causes to be violated, a section of this chapter or any provision regulating hours and days of work
14 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
15 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
16 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
17 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
18 each pay period for which the employee was underpaid in addition to an amount sufficient to
19 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
20 employee.

21 (b) If upon inspection or investigation the Labor Commissioner determines that a
22 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
23 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
24 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
25 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
26 violation of this chapter shall be the same as those set out in Section 1197.1.

27 (c) The civil penalties provided for in this section are in addition to any other civil or
28 criminal penalty provided by law.

53. Plaintiff has exhausted her administrative remedies by sending a certified letter to
the LWDA and Defendants postmarked on **October 26, 2021** addressing in detail the specific
provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
to support the alleged violations and requested penalties. The LWDA has not provided notice of its
intent to investigate the alleged violations within 65 calendar days of the postmark date of the
letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed
herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

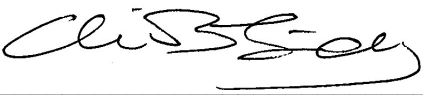
WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
3. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
4. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
5. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
6. For wages and penalties under Labor Code § 558, as may be proven;
7. For other wages and penalties and reimbursements under the Labor Code as may be proven;
8. For all general, special, and incidental damages as may be proven;
9. For an award of pre-judgment and post-judgment interest;
10. For an award providing for the payment of the costs of this suit;
11. For an award of attorneys' fees; and
12. For such other and further relief as this Court may deem proper and just.

DATED: January 6, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

By



David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff Natasha R. Valenzuela
on behalf of herself and all others similarly
situated

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DATED: January 6, 2022

By

David Yeremian
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Attorneys for Plaintiff Natasha R. Valenzuela
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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 535 N. Brand, Blvd. Suite 705, Glendale CA 91203.

Paula M. Weber
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 Four Embarcadero Center, 22nd Floor
 San Francisco, CA 94111-5998

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Natalia Bermudes
Natalia Bermudes