

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Malcolm Mackey

MESSRELIAN LAW INC.

Harout Messrelian, Esq., SB# 272020
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983
Email: hm@messrelianlaw.com

Attorneys for Plaintiff Tierra Payne

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TIERRA PAYNE,

Plaintiff,

vs.

THE CHRYSALIS CENTER and DOES 1
to 25, inclusive,

Defendants.

CASE NO.: 22STCV23418

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) **FAILURE TO GIVE REST BREAKS;**
- 8) **FAILURE TO GIVE MEAL BREAKS**
- 9) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 10) **FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 11) **FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 12) **FAILURE TO PROVIDE PAY RECORDS;**
- 13) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

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

4 **PARTIES, JURISDICTION, VENUE**

5 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in
6 County of Los Angeles in this judicial district because Defendants THE CHRYSALIS
7 CENTER and DOES 1 to 25, inclusive do business in the County of Los Angeles and because
8 Defendants’ obligations and liabilities arise therein, and because the work that was performed
9 by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s
10 damages sought herein exceed \$25,000.
11

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 THE CHRYSALIS CENTER is and was a California nonprofit corporation, doing business in
15 Los Angeles County, and which employed Plaintiff. THE CHRYSALIS CENTER and DOES
16 1 to 25, inclusive, are hereinafter collectively referred to as “CHRYSALIS” or “Defendant(s)”.

17 4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
18 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
19 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
20 defendants, numbers 1 to 25, reside in the State of California and are in some manner
21 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
22 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
23 and capacities of these fictitiously named defendants.
24
25

26 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
27
28

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

5 6 **GENERAL ALLEGATIONS**

7 6. Plaintiff's second stint with CHRYSALIS started on or around March 2021.

8 7. Plaintiff is still currently employed by CHRYSALIS and is classified as an hourly, non-
9 exempt employee.

10 8. Plaintiff's latest rate of pay is \$15.00 per hour.

11 9. CHRYSALIS has committed numerous labor code violations against Plaintiff and other
12 hourly, non-exempt employees.

13 10. CHRYSALIS did not provide Plaintiff and other aggrieved employees with
14 compensation for all hours worked and did not pay Plaintiff and others the minimum wages to
15 which they were entitled for work performed "off the clock" pursuant to California Labor Code
16 sections 1194, 1197 and 1197.1. This is so because CHRYSALIS had a policy of rounding down
17 the hours worked by Plaintiff and other aggrieved employees which translated to Plaintiff and
18 others not being paid for all hours worked, including minimum wages.

19 11. Moreover, to the extent that Plaintiff and others worked through their meal periods and
20 had this time deducted, they were not compensated with the minimum wage for those hours
21 worked. Furthermore, there was a major problem with Plaintiff's timecards being altered and
22 forged by management in an effort to pay Plaintiff less than what she was owed and to cover up
23 pervasive wage and hour violations that were being committed. Plaintiff's timecards would be
24 altered and adjusted by someone other than Plaintiff and would not be signed. As such, Plaintiff
25 and others were not compensated for all hours worked as Plaintiff's checks and pay never
26 reflected a full-time schedule even though Plaintiff in fact worked more than a full-time schedule.

27 12. Due to the above "off the clock" work, CHRYSALIS also violated Labor Code §510
28

1 because it failed to pay Plaintiff and other similarly situated aggrieved employees the correct
2 amount of overtime, even though they worked more than 8 hours per day and/or 40 hours per
3 week throughout their employment. Plaintiff and other similarly situated aggrieved employees
4 worked more than 8 hours per day and/or 40 hours per week, however, they were not accurately
5 compensated for their overtime hours due to working “off the clock” and due to the rounding
6 policy as described above.

7 13. In addition, the company had a policy and practice of not paying daily or weekly overtime
8 to employees, including Plaintiff. The latter is also connected to Plaintiff’s timecards being
9 altered/adjusted as referenced above. Furthermore, CHRYSALIS failed to include any bonus
10 payments or incentive payments in deciphering the correct regular rate of pay for purposes of
11 computing the overtime rate of pay.

12 14. CHRYSALIS violated Labor Code §§ 512 and 226.7 as well as the applicable Industrial
13 Welfare Commission (IWC) Wage Order no. 4/5 because it failed to provide Plaintiff and other
14 similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for
15 every five (5) hours of work throughout their employment, and Plaintiff did not validly waive
16 said meal periods. CHRYSALIS did not completely relieve Plaintiffs of all duties during said
17 meal periods. CHRYSALIS did not pay to Plaintiff one additional hour of pay at Plaintiff’s
18 regular rate of compensation for each workday that one or more statutory meal periods was not
19 provided. Plaintiff and others would not always receive timely, uninterrupted meal breaks before
20 the 5th hour wherein they were relieved of all work duties. Plaintiff and others also did not receive
21 a second meal break when they worked shifts of 10 hours or more.

22 15. In fact, it was rare for Plaintiff and others to get a timely and complete meal break.
23 Moreover, Plaintiff would consistently be rushed back to work which would result in short meal
24 periods of less than 30 minutes in length. The environment and culture at CHRYSALIS did not
25 lend itself to Plaintiff and others receiving consistent, timely statutory meal breaks.

26 16. CHRYSALIS violated Labor Code § 226.7 as well as the applicable IWC Wage Order
27 no. 4/5 because it failed to provide Plaintiff and other similarly situated aggrieved employees
28

1 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their
2 employment. CHRYSLIS did not completely relieve Plaintiff of all duty during said rest
3 periods. CHRYSLIS did not pay to Plaintiff one additional hour of pay at Plaintiff's regular
4 rate of compensation for each workday that one or more statutory rest periods was not provided.
5 Like meal periods, there was no such thing as taking a timely rest breaks as it was not company
6 policy and not enforced. As such, the culture at CHRYSLIS did not lend itself to the employees
7 receiving consistent statutory breaks (two per day for an 8-hour shift and within the first 4 hours
8 of work and at or around the 2-hour mark) wherein they were relieved of all work duties. It was
9 the normal practice and custom of CHRYSLIS not to authorize, permit, and enforce timely and
10 complete statutory rest periods.

11 17. Furthermore, during the relevant time period, and based on the above violations,
12 CHRYSLIS failed to pay Plaintiff and other similarly situated aggrieved employees all wages
13 due to them within any time period specified by California Labor Code section 204. In fact,
14 Plaintiff and others' payments would consistently be late. They were due every Friday, but
15 Plaintiff and others did not receive their paychecks in a timely manner.

16 18. CHRYSLIS was also in violation of California Labor Code section 226(a) by failing to
17 include pertinent information on the wage statements, including but not limited to, all applicable
18 hourly rates, the correct name and address of the employing legal entity, the employee's
19 identifying information, the correct start and end of the pay period, all hours worked, overtime
20 hours worked, correct overtime pay, gross wages earned, premium pay for missed meal and rest
21 breaks, all deductions, net wages earned, and reimbursement for business expenses, among
22 others. As such, CHRYSLIS did not provide Plaintiff and other similarly situated aggrieved
23 employees with complete, accurate itemized wage statements.

24 19. CHRYSLIS violated Labor Code § 203 because it willfully failed to pay other
25 aggrieved employees earned and due wages upon separation of employment, either immediately
26 upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages
27 include the unpaid minimum wages/compensation for all hours worked, overtime, premium pay
28

1 for missed meal and rest breaks, and business expense reimbursement, among others.

2 20. During the relevant time period, CHRYSALIS also failed to keep accurate and complete
3 payroll records showing the correct wages paid and all hours worked to Plaintiff and other
4 aggrieved employees, pursuant to California Labor Code sections 1174(d).

5 21. CHRYSALIS failed to keep accurate and complete payroll records for all employees due
6 to the fact that management would alter Plaintiff's and other employees' timesheets in order to
7 try to avoid paying overtime and in order to look like there was compliance on paper with
8 California law as it related to meal breaks.

9 22. Moreover, during the relevant time period, Plaintiff and other aggrieved employees
10 incurred necessary, business-related expenses and costs that were not reimbursed by
11 CHRYSALIS. These costs include, but are not limited to, the use of their personal cell phones
12 for work purposes. Accordingly, CHRYSALIS was in violation of California Labor Code
13 sections 2800 and 2802.

14 **FIRST CAUSE OF ACTION**

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

16 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**
17 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

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

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

21 24. At all times relevant herein, Defendants were required to compensate its employees
22 for all hours worked upon reporting for work at the appointed time stated by the employer
23 pursuant to Industrial Welfare Commission Order 4/5-2001, California Code of Regulations,
24 Title 8, Section 11040/11050.

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

27 26. Under the aforementioned wage order and regulations, Plaintiff is to recover
28

1 compensation for all hours worked but not paid by Defendants for the three (3) years
2 preceding the filing of this Complaint.

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

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

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

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

19 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an
20 employer to suffer or permit a California employee to work without paying wages at the
21 minimum wage rate for all hours worked as required by the applicable Industrial Welfare
22 Commission Wage Order No. 4/5-2001, codified at California Code of Regulations,
23 Title 8, Section 11040/11050, subdivision 4.

24 32. Pursuant to IWC Wage Order no. 4/5-2001, subdivision 2(K), at all relevant times,
25 "hours worked" included "the time during which an employee is subject to the control of an
26 employer, and includes all the time the employee is suffered or permitted to work, whether or
27 not required to do so..."
28

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

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

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

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

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PAY OVERTIME**

20 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**

21 **Regulations Title 8 Section 11040/11050)**

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

23 37. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

25 38. Pursuant to Industrial Welfare Commission 4-2001/5-2001, California Code of
26 Regulations, Title 8, Section 11040/11050 for the period of Plaintiff's employment,
27 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
28

1 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
2 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
3 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
4 consecutive work day in a week.

5 39. Plaintiff was a non-exempt employee entitled to the protections of the California
6 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
7 Title 8, Section 11040/11050.

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

10 41. Plaintiff was entitled to the above overtime premiums.

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

14 43. 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 forty (40) in a week.

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

18 45. Defendants know or should know the actual dates of overtime worked, the amount of
19 overtime worked, and the amount of unpaid overtime due.

20 46. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
21 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
22 Court.

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

27 48. 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 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

3 **FIFTH CAUSE OF ACTION**

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

5 (California Labor Code Section 204)

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

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

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

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

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

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

21 60. 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 **SIXTH CAUSE OF ACTION**

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

26 (California Labor Code Sections 201, 202, 203)

(Plaintiff against all named defendants and all DOE defendants)

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

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

63. 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.

64. 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.

65. 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.

66. 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 3 years immediately preceding the filing of this lawsuit.

67. 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.

68. 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.

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

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

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

- a. Title 8 of the California Code of Regulations Sections 11040/11050(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 11040/11050(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 11040/11050(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 Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest

period is not provided.

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

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

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

74. 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.

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

75. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 74, inclusive, of this Complaint as though fully set forth herein.

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

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

1 the Industrial Welfare Commission, and (b) if any employer fails to provide an
2 employee a meal period in accordance with an applicable order of the Industrial
3 Welfare Commission, the employer shall pay the employee one (1) additional hour
4 of pay at the employee's regular rate of compensation for each workday that the
5 meal period is not provided;

6 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
7 under Title 8 of the California Code of Regulations Section 11040/11050, which
8 states that if an employer fails to provide an employee a meal period in accordance
9 with the applicable provisions of the Wage Order, the employer shall pay the
10 employee one (1) hour of pay at the employee's regular rate of compensation for
11 each workday that the meal period is not provided;

12 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
13 codified under Title 8 of the California Code of Regulations Section 11040/11050,
14 which requires an employer to maintain records documenting its employees' meal
15 periods;

16 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
17 codified under California Code of Regulations Section 11040/11050, which
18 penalizes the employer \$50.00 for each initial violation, per employee, of any
19 provision of the Wage Order, and \$100.00 for each additional violation thereafter
20 per employee; and

21 f. California Labor Code section 1171 and 1173, which have given the California
22 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
23 and 5) as enforceable law.

24
25
26
27 77. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
28

1 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
2 to take a second relieved meal break after ten (10) hours of work, as required by California
3 law. California Labor Code section 512(a) and California Industrial Welfare Commission
4 Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.
5 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
6 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
7 all work duty. California Labor Code section 226.7 provides that employers may not require
8 their employees to work through their meal periods. California Labor Code section 226.7 and
9 California Code of Regulations section 11040/11050 requires that if the employer fails to
10 provide the employee with an uninterrupted meal period, the employer must pay the employee
11 one (1) hour of pay for each work day that the meal period is not given.
12

13 78. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
14 regulations, and wage orders alleged in this cause of action along with any allowable interest,
15 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
16 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
17

18 79. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
19 fees as well as interest under Labor Code section 218.6.
20

21 80. 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

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

25 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
26 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1,**
27 **1198, 2802)**

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

81. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

17 86. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
18 violator and had one or more of the alleged violations committed against her, and therefore is
19 properly suited to represent the interests of other current and former employees, including all
20 current and former hourly, non-exempt employees who worked for CHRYSALIS in the
21 State of California during the applicable PAGA Period.

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

25 88. Plaintiff therefore has exhausted all administrative remedies required of her under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
27 cause of action and pursue penalties in a representative action for Defendants' violations of the
28

1 Labor Code.

2 89. California Labor Code section 2699 et seq. imposes penalties upon culpable
3 Defendants for violating the Labor Code.

4 90. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
5 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
6 seeking individual/victim specific relief or underpaid wages for herself or other employees
7 under this specific PAGA cause of action. Plaintiff has separate causes of action in this
8 Complaint for individual wages but is not seeking wages through the PAGA action.

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

11 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210,
12 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802
13 via 2698 and 2699 and any other Labor Codes/Industrial Welfare Commission
14 Orders (4 or 5) violated based on the facts alleged in this Complaint.

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

19
20 **TENTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

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

25 94. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
26 employee for all necessary expenditures or losses incurred by the employee in direct
27 consequence of the discharge of his or her duties."
28

1 95. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
2 their duties for Defendants, Plaintiff and the others incurred reasonable and necessary expenses
3 in the course of completing her job duties, which were not reimbursed by Defendants. These
4 costs include, but are not limited to, use of personal cell phones for work purposes.

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

7 **ELEVENTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE PERSONNEL RECORDS**

9 **(Plaintiff against All Named Defendants and all DOE Defendants)**

10 97. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 96, inclusive, of this Complaint as though fully set forth herein.

12 98. Labor Code section 1198.5 dictates "every current and former employee, or his
13 or her representative, has the right to inspect and receive a copy of the personnel records that
14 the employer maintains relating to the employee's performance or to any grievance concerning
15 the employee."

16 99. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
17 employer shall make the contents of those personnel records available for inspection to the
18 current or former employee, or his or her representative, at reasonable intervals and at
19 reasonable times..." On information and belief, Defendants intentionally failed to provide
20 Plaintiff with personnel records when requested by Plaintiff via certified letter, return receipt
21 requested, on December 30, 2021, as required by law. Plaintiff requested her personnel records
22 in accordance with California Labor Code section 1198.5(k) on December 30, 2021, via
23 certified mail.

24 100. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
25 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
26 suffered and continues to suffer substantial losses related to Defendants' failure to provide
27 personnel records.

28 101. Plaintiff seeks all available remedies for Defendants' violations including, but

1 not limited penalties, and costs to the extent permitted by law and according to proof at trial.
2 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
3 amount of \$750.00, along with costs and attorney's fees.

4 **TWELFTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE PAY RECORDS**

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

7 102. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 101, inclusive, of this Complaint as though fully set forth herein.

9 103. Labor Code section 226 sub-section (b) dictates "an employer...shall afford
10 current and former employees the right to inspect or copy records pertaining to their
11 employment, upon reasonable request to the employer..."

12 104. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer
13 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
14 pertaining to a current or former employee shall comply with the request as soon as
15 practicable, but no later than 21 calendar days from the date of the request." On information
16 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
17 by Plaintiff via certified letter, return receipt requested, on December 30, 2021, and as required
18 by law. Plaintiff requested her pay records in accordance with California Labor Code section
19 226 on December 30, 2021, via certified mail, return receipt requested. Defendants failed to
20 provide Plaintiff with an opportunity to inspect or copy her pay records within 21 days.

21 105. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered
22 and continues to suffer substantial losses related to Defendants' failure to provide pay records.
23 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
24 amount of \$750.00, along with costs and attorney's fees.

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

27 ///

28 ///

///

THIRTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code Section 17200)

(Plaintiff against All Named Defendants and all DOE defendants)

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

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

109. Defendants' violations of California labor laws and the labor code, as alleged above constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved employees.

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

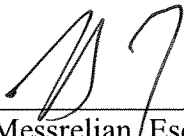
WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as follows:

1. For special damages to Plaintiff in an amount subject to proof at trial;
2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
5. For restitution and disgorgement for all unfair business practices by Defendants against

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

25 DATED: July 19, 2022

MESSRELIAN LAW INC.

26 By  _____

27 Harout Messrelian, Esq.

28 Attorneys for Plaintiff Tierra Payne

DATED: July 19, 2022

By
Harout Messrelian, Esq.
Attorneys for Plaintiff Tierra Payne