

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

MESSRELIAN LAW INC.

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

Attorneys for Plaintiff Samantha Baida

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SAMANTHA BAIDA,

Plaintiff,

vs.

HIGHTECH LA and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.: **22STCV18598**

COMPLAINT FOR DAMAGES FOR:

- 1) RETALIATION IN VIOLATION OF
LABOR CODE SECTION 1102.5;**
- 2) WRONGFUL CONSTRUCTIVE
DISCHARGE IN VIOLATION OF
PUBLIC POLICY;**
- 3) FAILURE TO COMPENSATE FOR
ALL HOURS WORKED;**
- 4) FAILURE TO PAY MINIMUM
WAGES;**
- 5) FAILURE TO PAY OVERTIME;**
- 6) FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS;**
- 7) FAILURE TO PAY WAGES OWED
EVERY PAY PERIOD;**
- 8) FAILURE TO PROVIDE REST
BREAKS;**
- 9) FAILURE TO PROVIDE MEAL
BREAKS;**
- 10) FAILURE TO REIMBURSE
BUSINESS EXPENSES;**
- 11) FAILURE TO PROVIDE
PERSONNEL RECORDS;**
- 12) FAILURE TO PROVIDE PAY
RECORDS; and**
- 13) PRIVATE ATTORNEYS GENERAL
ACT ("PAGA");**
- 14) VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, SAMANTHA BAIDA (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and 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 HIGHTECH LA and DOES 1 to 25, inclusive, (hereinafter collectively known as "Defendant(s)" or "HIGHTECH"), do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. 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 HIGHTECH LA is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

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.

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and

1 under the authority of their agency, employment, or representative capacity, with the consent of
2 his/her codefendants.

3 **GENERAL ALLEGATIONS**

4
5 6. Plaintiff started working for HIGHTECH around 2018. Her latest job title was Special
6 Education Para-Professional. Plaintiff's employment ended on or around November 15, 2021,
7 when she was forced to quit. During her tenure, Plaintiff was classified as an hourly, non-
8 exempt employee and her latest rate of pay was \$19.75 per hour. Plaintiff and others were paid
9 twice per month, on the 15th and on the 30th.

10 7. HIGHTECH committed numerous labor code violations against Plaintiff and other
11 similarly situated aggrieved employees, including all hourly, non-exempt employees who
12 worked for HIGHTECH at any of their California locations.

13 8. HIGHTECH did not provide Plaintiff and other similarly situated aggrieved employees
14 with the minimum wages to which they were entitled for all work performed and as such did
15 not compensate Plaintiff and others for all hours worked at the minimum wage rate pursuant to
16 California Labor Code sections 1194, 1197 and 1197.1. This is so because the company had a
17 policy of rounding down employee hours to the detriment of the employees, which resulted in
18 employees such as Plaintiff not being paid for all hours worked, including the minimum wage.
19 Moreover, to the extent Plaintiff worked through her meal periods while "off the clock" or her
20 meal periods were interrupted and she was not compensated for that time, HIGHTECH would
21 have violated California's minimum wage laws.

22 9. Due to the above "off the clock" violations, including the time shaving/rounding,
23 HIGHTECH also violated Labor Code §510 because it failed to pay Plaintiff and other similarly
24 situated aggrieved employees the correct amount of overtime, even though they worked more
25 than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment.
26 Furthermore, HIGHTECH did not include bonuses and other forms of additional compensation,
27 including incentive pay, in calculating the correct regular rate of pay for purposes of then
28 calculating the correct overtime rate of pay. Furthermore, and although Plaintiff consistently

1 worked over 8 hours per day and/or 40 hours per week, she would often only get 1 hour of
2 overtime compensation per the entire pay period, which was not accurate and not in line with the
3 actual hours she worked.

4 10. HIGHTECH violated Labor Code § 226.7 and the applicable Industrial Welfare \
5 Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly situated
6 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
7 thereof, throughout their employment. HIGHTECH did not completely relieve Plaintiff of all
8 duty during said rest periods. HIGHTECH did not pay to Plaintiff one additional hour of pay at
9 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
10 was not provided. It was not part of the company policy and culture for employees such as
11 Plaintiff and others to take timely, statutory rest breaks, especially in the school environment.
12 The latter had to do with the fact that Plaintiff and others had to take their rest breaks during
13 recess, however, the latter did not always translate into uninterrupted rest breaks wherein she
14 and others were relieved of all work duties. Timely, uninterrupted rest breaks were not always
15 enforced at HIGHTECH.

16 11. HIGHTECH violated Labor Code §§ 512 and 226.7 and the applicable Industrial Welfare
17 Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly situated
18 aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours
19 of work (and before the fifth hour) throughout their employment, and Plaintiff did not validly
20 waive said meal periods. HIGHTECH did not completely relieve Plaintiffs of all duties during
21 said meal periods. HIGHTECH did not pay to Plaintiff one additional hour of pay at Plaintiff's
22 regular rate of compensation for each workday that one or more statutory meal periods was not
23 provided. Like the rest breaks, receiving a timely (and before the 5th hour worked), thirty-minute
24 uninterrupted meal break was not part of the company culture and was not always enforced by
25 HIGHTECH. It was the normal practice and custom of HIGHTECH not to authorize, permit,
26 and enforce timely, uninterrupted statutory meal periods because Plaintiff and others would have
27 to take them when the students took lunch.

28 12. Furthermore, during the relevant time period, and due to the above labor code violations,

1 HIGHTECH failed to pay Plaintiff and other similarly situated aggrieved employees all wages
2 due to them within any time period specified by California Labor Code section 204.

3 13. HIGHTECH was also in violation of California Labor Code section 226(a) by failing to
4 include pertinent information on the wage statements, including but not limited to, all hourly
5 rates, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net
6 wages earned, premium pay for missed/late/short meal and rest breaks, all deductions, the correct
7 start and end of the pay period, all employee identifying information, the correct name and
8 address of the legal employer, and reimbursement for business expenses, among others. As such,
9 HIGHTECH did not provide Plaintiff and other similarly situated aggrieved employees with
10 complete, accurate itemized wage statements.

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

17 15. During the relevant time period, HIGHTECH also failed to keep accurate and complete
18 payroll records showing the correct wages paid to Plaintiff and other aggrieved employees
19 pursuant to California Labor Code sections 1174(d).

20 16. Additionally, during the relevant time period, Plaintiff and other aggrieved employees
21 incurred necessary, business-related expenses and costs that were not reimbursed by
22 HIGHTECH. These costs include, but are not limited to, the use of personal cell phones for work
23 purposes (especially in using her personal cell phone to communicate via “Slack”) as well as use
24 of personal laptops and internet for work purposes (especially during the 1.5 years of remote
25 teaching). Moreover, Plaintiff would have to purchase all of her own school supplies.
26 Accordingly, HIGHTECH was in violation of California Labor Code sections 2800 and 2802.

27 17. On or around September 2021, Plaintiff reported to HIGHTECH principal, Colleen
28

1 Molina, that a student had complained to Plaintiff about being physically hit by a teacher. Two
2 weeks after Plaintiff's complaint to the principal, the same student once again complained to
3 Plaintiff about being physically hit by the same teacher. At this point, Plaintiff emailed the
4 principal about the complaint on October 15, 2021. The latter prompted an investigation, and
5 the police were involved.

6 18. The principal, Ms. Molina, told the teacher under investigation that Plaintiff was the
7 one that reported the teacher. That same teacher ended up becoming a supervisor to Plaintiff
8 and controlling her schedule. Naturally, that teacher started making Plaintiff's work
9 environment extremely difficult by altering Plaintiff's schedule and giving Plaintiff roles meant
10 for new hires. The work environment became intolerable for Plaintiff, and she was forced to
11 quit her employment, thus subjecting herself to financial hardship. HIGHTECH knew or
12 should have known that the teacher under investigation would retaliate against Plaintiff,
13 especially since the principal divulged Plaintiff's identity to the teacher. Furthermore,
14 HIGHTECH did nothing to stop the retaliatory course of conduct, which culminated in
15 Plaintiff being forced to quit on or around November 15, 2021.

16
17 **FIRST CAUSE OF ACTION**

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

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

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

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

1 over the employee if the employee has reasonable cause to believe that the information discloses
2 a violation of state or federal statute, or a violation of or noncompliance with a local, state, or
3 federal rule or regulation, regardless of whether disclosing the information is part of the
4 employee's job duties.

5 21. As discussed fully above, Plaintiff complained to Defendants about a teacher's physical
6 abuse of a student.

7 22. Defendants retaliated against Plaintiff for her whistleblowing, as alleged above, all in
8 violation of Labor Code § 1102.5.

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

14 24. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
15 and the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

16 **SECOND CAUSE OF ACTION**

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

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

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

21 26. At all times during her employment with Defendants, Plaintiff performed her duties
22 with the utmost diligence and competence.

23 27. Plaintiff is informed and believes and thereon alleges that Defendants' decision and
24 actions to treat her differently and force her to quit her employment as alleged herein, was
25 motivated by Plaintiff's whistleblowing and complaints about illegal activity at the workplace.
26 Plaintiff is further informed and believes and thereon alleges that any other reasons proffered by
27 Defendants were and are pretextual in nature.

28 28. The employment of Plaintiff was wrongfully constructively terminated in or around

1 November 15, 2021, in violation of the fundamental public policy of the State of California with
2 respect to retaliating against an employee on account of her whistleblowing. Plaintiff was forced
3 to hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and
4 constitutional expressions of public policy including, but not limited to, California Labor Code
5 section 1102.5 and the California Constitution, Article 1 section 8.

6 29. As set forth above, said actions by Defendants were wrongful and in violation of the
7 fundamental principles of the public policy of the State of California as reflected in its laws,
8 objectives and policies. Said statutes and constitutional expressions of public policy include,
9 but are not limited to, California Labor Code section 1102.5 and the California
10 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
11 just the private interests of the employers and employees whom they govern or protect.

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

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

22 **THIRD CAUSE OF ACTION**

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

24 **(California Industrial Welfare Commission Order 4-2001, California Code of
25 Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

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

27 32. Plaintiff re-alleges and incorporates by reference each and every allegation in
28 paragraphs 1 through 31, inclusive, of this Complaint as though fully set forth herein.

33. At all times relevant herein, Defendants were required to compensate its employees for

1 all hours worked upon reporting for work at the appointed time stated by the employer
2 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
3 Title 8, Section 11040.

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

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

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

12 37. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
13 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
14 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
15 reasonable attorney's fees and costs of suit.

16 38. 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 which will equal an
18 amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

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

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

23 39. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 38, inclusive, of this Complaint as though fully set forth herein.

25 40. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
26 to suffer or permit a California employee to work without paying wages at the minimum wage
27 rate for all hours worked as required by the applicable Industrial Welfare Commission
28 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
8, Section 11040, subdivision 4.

1 41. Pursuant to IWC Wage Order no. 4-2001, subdivision 2(H), at all relevant
2 times, "hours worked" included "the time during which an employee is subject to the control of
3 an employer, and includes all the time the employee is suffered or permitted to work, whether
4 or not required to do so..."

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

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

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

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

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PAY OVERTIME**

24 **(California Industrial Welfare Commission Order 4-2001, California Code of
25 Regulations Title 8 Section 11040)**

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

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

47. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code

1 of Regulations, Title 8, Section 11040, for the period of Plaintiff's employment, Defendants
2 were required to compensate Plaintiff for all overtime, which is calculated at one and one-half
3 (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40)
4 hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve
5 (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive workday
6 in a week.

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

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

12 50. Plaintiff was entitled to the above overtime premiums.

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

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

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

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

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

24 56. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
25 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
26 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
27 reasonable attorney's fees and costs of suit.

28 57. 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

1 trial.

2 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

10 60. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
11 that accurately reflected all information required by Labor Code Section 226, including but not
12 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
13 the employee (regular and overtime), all deductions, premium pay for missed rest breaks
14 and meal breaks, the correct start and end of the pay period, the correct name and address of
15 the legal employer, and business expense reimbursement. Therefore, Defendants failed to
16 maintain and provide accurate itemized wage statements to Plaintiff in accordance with
17 California Labor Code Section 226(a).

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

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

63. 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 **SEVENTH 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 64. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

27 **EIGHTH CAUSE OF ACTION**

28 **FAILURE TO GIVE REST BREAKS**

(Plaintiff against All Named Defendants and all DOE Defendants)

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

3 71. Plaintiff brings this cause of action under the following laws, for the following
4 reasons:

- 5 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provides
6 that every employer shall authorize and permit all employees to take rest periods,
7 which insofar as practicable shall be in the middle of each work period. The
8 authorized rest period time shall be based on the total hours worked daily at the rate
9 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 10 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which provides
11 that if an employer fails to provide an employee a rest period in accordance with the
12 applicable provisions of this order, the employer shall pay the employee one (1) hour
13 of pay at employee's regular rate of compensation for each workday that the rest
14 period is not provided;
- 15 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which
16 penalizes the employer \$50.00 for each initial violation, per employee, of any
17 provision of the Wage Order, and \$100.00 for each additional violation thereafter
18 per employee; and
- 19 d. California Labor Code section 226.7, which states that (a) no employer shall require
20 any employee to work during any rest period mandated by an applicable order of
21 the Industrial Welfare Commission, and (b) if an employer fails to provide an
22 employee a rest period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one (1) additional hour
24 of pay at employee's regular rate of compensation for each work day that the rest
25 period is not provided.

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

73. Under this cause of action, Plaintiff prays for wages due to her under the

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

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

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

10 **NINTH CAUSE OF ACTION**

11 **FAILURE TO GIVE MEAL BREAKS**

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

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

15 77. Plaintiff brings this cause of action under the following laws, for the following
16 reasons:

- 17 a. California Labor Code section 512(a), which requires that employees be given a 30-
18 minute uninterrupted meal break after five (5) hours of work, and a second
19 uninterrupted meal break after ten (10) hours of work;
- 20 b. California Labor Code section 226.7, which states that (a) no employer shall require
21 any employee to work during any meal period mandated by an applicable order of
22 the Industrial Welfare Commission, and (b) if any employer fails to provide an
23 employee a meal period in accordance with an applicable order of the Industrial
24 Welfare Commission, the employer shall pay the employee one (1) additional hour
25 of pay at the employee's regular rate of compensation for each workday that the
26 meal period is not provided;
- 27 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
28 under Title 8 of the California Code of Regulations Section 11040, which states that
if an employer fails to provide an employee a meal period in accordance with the

1 applicable provisions of the Wage Order, the employer shall pay the employee one
2 (1) hour of pay at the employee's regular rate of compensation for each workday
3 that the meal period is not provided;

- 4 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
5 codified under Title 8 of the California Code of Regulations Section, which require
6 an employer to maintain records documenting its employees' meal periods;
- 7 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
8 codified under California Code of Regulations Section 11040, which penalizes the
9 employer \$50.00 for each initial violation, per employee, of any provision of the
10 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 11 f. California Labor Code section 1171 and 1173, which have given the California
12 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
13 as enforceable law.

14 78. Plaintiff alleges that she was not authorized and permitted to take relieved meal
15 breaks after five (5) hours of work. Plaintiff further alleges that she was not authorized and
16 permitted to take a second relieved meal break after ten (10) hours of work, as required by
17 California law. California Labor Code section 512(a) and California Industrial Welfare
18 Commission Order No. 4, as codified under California Code of Regulations Sections 11040 et.
19 seq., require that employees receive uninterrupted meal periods every five (5) hours of
20 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
21 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
22 not require their employees to work through their meal periods. California Labor Code section
23 226.7 and California Code of Regulations section 11040 require that if the employer fails to
24 provide the employee with an uninterrupted meal period, the employer must pay the employee
25 one (1) hour of pay for each workday that the meal period is not given.

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

1 this lawsuit.

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

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

7 **TENTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

10 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.

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

15 84. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
16 their duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
17 of completing her job duties, which were not reimbursed by Defendants. These expenses
18 include, but are not limited to, the use of personal cell phones for work purposes (especially in
19 using her personal cell phone to communicate via "Slack") as well as use of personal laptops and
20 internet for work purposes (especially during the 1.5 years of remote teaching). Moreover,
21 Plaintiff would have to purchase all of her own school supplies.

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

24 **ELEVENTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE PERSONNEL RECORDS**

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

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

87. Labor Code section 1198.5 dictates "every current and former employee, or his

1 or her representative, has the right to inspect and receive a copy of the personnel records that
2 the employer maintains relating to the employee's performance or to any grievance concerning
3 the employee."

4 88. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
5 employer shall make the contents of those personnel records available for inspection to the
6 current or former employee, or his or her representative, at reasonable intervals and at
7 reasonable times..." On information and belief, Defendants intentionally failed to provide
8 Plaintiff with personnel records when requested by Plaintiff via letter on December 9, 2021, as
9 required by law. Plaintiff requested his personnel records in accordance with California Labor
10 Code section 1198.5(k) on December 9, 2021, via U.S. certified mail, return receipt requested.

11 89. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
12 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
13 suffered and continues to suffer substantial losses related to Defendants' failure to provide
14 personnel records.

15 90. Plaintiff seeks all available remedies for Defendants' violations including, but
16 not limited penalties, and costs to the extent permitted by law and according to proof at trial.
17 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
18 amount of \$750.00, along with costs and attorney's fees.

19 **TWELFTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE PAY RECORDS**

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

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

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

27 93. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer
28 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
pertaining to a current or former employee shall comply with the request as soon as

1 practicable, but no later than 21 calendar days from the date of the request.” On information
2 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
3 by Plaintiff via certified letter, return receipt requested, on December 9, 2021, and as required
4 by law. Plaintiff requested his pay records in accordance with California Labor Code section
5 226 on December 9, 2021, via certified mail. Defendants failed to provide Plaintiff with an
6 opportunity to inspect or copy his pay records within 21 days.

7 94. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered
8 and continues to suffer substantial losses related to Defendants’ failure to provide pay records.
9 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
10 amount of \$750.00, along with costs and attorney’s fees.

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

13 **THIRTEENTH CAUSE OF ACTION**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 **Individual and Representative Claim for PAGA penalties under California Labor Code**
16 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5,**
1194, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Order
Nos. 4-2001

17 **(Plaintiff Against All Named Defendants and all DOE Defendants)**

18 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 95, inclusive, of this Complaint as though fully set forth herein.

20 97. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
21 Defendants of the specific violations of the California Labor Code that Defendants
22 and DOE defendants have violated and continue to violate.

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

25 99. 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.

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

8 101. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
9 violator and had one or more of the alleged violations committed against her, and therefore is
10 properly suited to represent the interests of other current and former hourly, non-exempt
11 employees who worked for HIGHTECH in the State of California at any and all of their
12 locations during the PAGA period.

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

16 103. Plaintiff therefore has exhausted all administrative remedies required of her under
17 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
18 cause of action and pursue penalties in a representative action for Defendants’ violations of the
19 Labor Code.

20 104. California Labor Code section 2699 et seq. imposes penalties upon culpable
21 Defendants for violating the Labor Code.

22 105. California Labor Code section 558 establishes a civil penalty as follows: Any
23 employer or other person action on behalf of an employer who violates, or causes to be
24 violated, a section of this chapter or any provision regulating hours and days of work in any
25 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
26 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was
28

underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid ...;

106. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim specific relief or underpaid wages under this particular cause of action.

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

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802 via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4) violated on the facts alleged in this Complaint.

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

FOURTEENTH 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)

109. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 108, inclusive, of this Complaint as though fully set forth herein.

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

111. Defendants' violations of California labor laws and Labor Code 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.

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

5 **PRAYER FOR RELIEF**

6
7 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
8 follows:

- 9 1. For compensatory damages including lost past and future wages, overtime,
10 commissions, and all other sums of money, including employment benefits, together
11 with interest on said amounts, and any other economic injury to Plaintiff, according to
12 proof;
- 13 2. For general damages according to proof;
- 14 3. For special and consequential damages to the extent allowed by law;
- 15 4. For restitution and disgorgement for all unfair business practices by HIGHTECH
16 against Plaintiff in an amount according to proof;
- 17 5. For an award of punitive and exemplary damages against Defendants according to
18 proof;
- 19 6. For an order enjoining Defendant HIGHTECH from further unfair and unlawful
20 business practices in violation of Business and Professions Code section 17200, et seq.;
- 21 7. For damages and penalties against Defendants under Labor Code section
22 226 for Plaintiff in an amount subject to proof at trial;
- 23 8. For damages and penalties pursuant to Labor Code section 203 against Defendants in
24 an amount subject to proof at trial;
- 25 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
26 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
- 27 10. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
28 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
11. For all remedies available to Plaintiff under the applicable Wage Order and the

1 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
2 liquidated damages, damages, penalties, and waiting time penalties according to proof
3 to the extent permitted by law;

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

5 13. For maximum civil penalties available under Labor Code Section 2699

6 against Defendants in a manner and amount authorized by that statute, as described
7 more particularly in the Complaint and representative PAGA claims;

8 14. Reasonable attorney's fees where available by law, including but not limited to,
9 pursuant to the California Labor Code, and/or other applicable laws; and

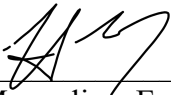
10 15. Costs and expenses of suit incurred herein;

11 16. For all interest as allowed by law;

12 17. For such other and further relief as the Court deems just and proper.

13 DATED: June 6, 2022

MESSRELIAN LAW INC.

14 By 
15 Harout Messrelian, Esq.
16 Attorneys for Plaintiff Samantha Baida

17 **DEMAND FOR JURY TRIAL**

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

19 DATED: June 6, 2022

MESSRELIAN LAW INC

20 By 
21 Harout Messrelian, Esq.
22 Attorneys for Plaintiff Samantha Baida
23
24
25
26
27
28