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Attorneys for Plaintiff Leslie Edwards, individually, and on  
behalf of all others similarly situated.

**FILED**  
Superior Court of California  
County of Los Angeles  
**08/31/2022**

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Martinez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

LESLIE EDWARDS, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

D&L DICKSTEIN ENTERPRISES; and  
DOES 1 through 20, inclusive,

Defendants.

Case No. 22STCV11835

*Assigned for All Purposes to:  
Judge Kenneth R. Freeman; Dept. 14*

**FIRST AMENDED COMPLAINT FOR:**

1. Enforcement of Labor Code § 2698 *et seq.*  
("PAGA")

1 Plaintiff Leslie Edwards, individually, and on behalf of others similarly situated, alleges  
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Leslie Edwards (“Plaintiff”) brings this representative action, pursuant to  
5 the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against defendants  
6 D&L Dickstein Enterprises, and DOES 1 through 20, inclusive (collectively, “Defendants”), on  
7 behalf of herself, and on behalf of the State and Defendants’ non-exempt employees throughout  
8 California.

9 2. Defendants are in the healthcare industry.

10 3. Through this action, Plaintiff alleges that Defendants have engaged in a  
11 systematic pattern of wage and hour violations under the California Labor Code and Industrial  
12 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate  
13 unfair competition.

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have  
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to pay overtime wages at the proper rates;
- 18 (c) failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (d) failing to authorize or permit lawful rest breaks or provide compensation  
20 in lieu thereof;
- 21 (e) failing to reimburse employees for necessary business-related expenses;
- 22 (f) making unlawful deductions from wages;
- 23 (g) failing to maintain or to provide accurate itemized wage statements; and
- 24 (h) failing to pay all wages due upon separation of employment.

25 5. Plaintiff seeks attorneys’ fees, costs, and PAGA penalties pursuant to Labor Code  
26 §§ 201, 202, 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 511, 512, 558, 1174,  
27 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, *et seq.*, and Code of California  
28 Civil Procedure § 1021.5.



1           13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20  
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at  
3 all relevant times.

4           14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted  
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint  
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant  
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as  
8 the employer and/or joint employer of Plaintiff and the aggrieved employees.

9           15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts  
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES  
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the  
12 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the  
13 official policy of Defendants.

14           16. At all relevant times, Defendants, and each of them, acted within the scope of such  
15 agency or employment, or ratified each and every act or omission complained of herein. At all  
16 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each  
17 and all the other Defendants in proximately causing the damages herein alleged.

18           17. Plaintiff is informed and believes, and thereon alleges, that each of said  
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
20 omissions, occurrences, and transactions alleged herein.

21                                   **GENERAL ALLEGATIONS**

22           18. At all relevant times mentioned herein, Defendants employed Plaintiff and other  
23 California residents as non-exempt employees at Defendants' California business location(s).

24           19. Defendants employed Plaintiff as non-exempt employees at Defendants'  
25 California business location.

26           20. Defendants continue to employ non-exempt employees within California.

27           21. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
28 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who

1 were knowledgeable about California's wage and hour laws, employment and personnel  
2 practices, and the requirements of California law.

3 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
4 should have known that Plaintiff and Aggrieved employees were entitled to receive wages for all  
5 time worked (including minimum wages and overtime wages) and that they were not receiving  
6 all wages earned for work that was required to be performed. In violation of the Labor Code and  
7 IWC Wage Orders, Plaintiff and Aggrieved employees were not paid all wages (including  
8 minimum wages, double time wages, and overtime wages) at the correct rate of pay.

9 23. Plaintiff is informed and believes, and thereon allege, that Defendants knew or  
10 should have known that Plaintiff and Aggrieved employees were entitled to receive overtime  
11 wages and that they were not receiving all wages earned for work under Defendants' Alternative  
12 Workweek Schedule. Plaintiff believes Defendants either failed to implement a proper alternative  
13 workweek or failed to properly pay overtime under a valid Alternative Workweek Schedule and  
14 thus owe Plaintiff and Aggrieved employees unpaid overtime.

15 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
16 should have known that Plaintiff and Aggrieved employees were entitled to receive all required  
17 meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved  
18 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In  
19 violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved employees did not  
20 receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved  
21 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

22 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
23 should have known that Plaintiff and Aggrieved employees were entitled to receive all rest breaks  
24 or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved employees' regular rate  
25 of pay when a rest break was missed. In violation of the Labor Code and IWC Wage Orders,  
26 Plaintiff and Aggrieved employees did not receive all rest breaks or payment of one (1) additional  
27 hour of pay at Plaintiff's and Aggrieved employees' regular rate of pay when a rest break was  
28 missed.

1           26.     Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
2     should have known that Plaintiff and Aggrieved employees were entitled to reimbursement for  
3     necessary expenditures incurred in connection with the performance and execution of their job  
4     duties. In violation of the California Labor Code, Plaintiff and Aggrieved employees did not  
5     receive adequate reimbursement for necessary business expenses.

6           27.     Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
7     should have known that Plaintiff and Aggrieved employees were entitled to payment of all wages  
8     earned without unlawful deductions. In violation of the California Labor Code, Defendants made  
9     illegal deductions from Plaintiff's and Aggrieved employees' wages.

10          28.     Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
11     should have known that Plaintiff and Aggrieved employees were entitled to receive itemized  
12     wage statements that accurately showed the following information pursuant to the Labor Code:  
13     (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate  
14     units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all  
15     deductions, provided that all deductions made on written orders of the employee may be  
16     aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for  
17     which the employee is paid; (7) the name of the employee and only the last four digits of his or  
18     her social security number or an employee identification number other than a social security  
19     number; (8) the name and address of the legal entity that is the employer; and (9) all applicable  
20     hourly rates in effect during the pay period and the corresponding number of hours worked at  
21     each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Aggrieved  
22     employees were not provided with accurate itemized wage statements.

23          29.     Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
24     should have known that the aggrieved employees were entitled to timely payment of wages due  
25     upon separation of employment. In violation of the Labor Code, the aggrieved employees did not  
26     receive payment of all wages within permissible time periods.

27          30.     Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
28     should have known they had a duty to compensate Plaintiff and Aggrieved employees, and

1 Defendants had the financial ability to pay such compensation but willfully, knowingly, and  
2 intentionally failed to do so in order to increase Defendants' profits.

3 31. Therefore, Plaintiff brings this lawsuit seeking attorneys' fees, costs, and civil  
4 penalties.

5 **FIRST CAUSE OF ACTION**

6 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

7 32. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as  
8 though fully set forth herein.

9 33. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides  
10 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency  
11 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for  
12 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by  
13 an aggrieved employee on behalf of himself or herself and other current or former employees  
14 pursuant to the procedures specified in Labor Code § 2699.3.

15 34. For all provisions of the Labor Code except those for which a civil penalty is  
16 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred  
17 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two  
18 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay  
19 period in which Defendants violated these provisions of the Labor Code.

20 35. Defendants' conduct violates numerous Wage Order and Labor Code sections,  
21 including, but not limited to, the following:

- 22 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 221, 223, 510, 1182.12,  
23 1194, 1194.2, 1197, and 1198 for failure to timely pay all earned wages  
24 (including minimum wage, sick pay, double time, and overtime wages)  
25 owed to Plaintiff and other aggrieved employees during employment and  
26 upon separation of employment as herein alleged;

- b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- c. violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- d. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; and
- f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged.

36. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator and had one or more of the violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

37. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

38. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

39. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

#### **PRAYER FOR RELIEF**

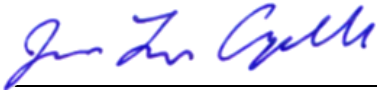
Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

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1. For civil penalties;
2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5, Labor Code §§ 2698 *et seq.*; and
3. For such other relief as the Court deems just and proper.

Dated: August 31, 2022

**AEGIS LAW FIRM, PC**

By:   
\_\_\_\_\_  
Jessica L. Campbell  
Attorneys for Plaintiff Leslie Edwards

**CERTIFICATE OF SERVICE**

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On August 31, 2022, I served the foregoing document entitled:

• **FIRST AMENDED COMPLAINT**

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

|                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Joel Van Parys<br><b>CDF LABOR LAW LLP</b><br>900 University Avenue, Suite 200<br>Sacramento, CA 95825<br>Telephone: (916) 361-0991<br><a href="mailto:jvanparys@cdflaborlaw.com">jvanparys@cdflaborlaw.com</a><br><a href="mailto:ekastern@cdflaborlaw.com">ekastern@cdflaborlaw.com</a> | Robert E. King<br><b>LEGALLY NANNY®</b><br>37 Trailwood<br>Irvine, CA 92620-1216<br>Telephone: (714) 336-8864<br>Facsimile: (714) 389-3971<br><a href="mailto:info@legallynanny.com">info@legallynanny.com</a> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*Attorneys for Defendant:*

D&L DICKSTEIN ENTERPRISES

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

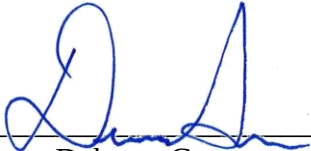
☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via Case Anywhere on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 31, 2022, at Irvine, California.

  
Delaney Graves