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KATHIA GUADARRAMA, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

KATHIA GUADARRAMA,

Plaintiff,

vs.

JAI PRABHU, LLC; ANITA PATEL; and DOES
1 to 25, inclusive,*Defendants.*Case No.: **22STCV34401****COMPLAINT FOR DAMAGES FOR:**
1) PRIVATE ATTORNEYS
GENERAL ACT ("PAGA");

COMES NOW, Plaintiff, KATHIA GUADARRAMA (hereafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants JAI PRABHU, LLC, ANITA PATEL, and DOES 1 to 25, inclusive, 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 male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant JAI PRABHU, LLC is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant ANITA PATEL is and was an individual and resident of the State of California. ANITA PATEL is being included in this lawsuit pursuant to Labor Code section 558.1 in that she was and is the managing agent, director, and/or owner of JAI PRABHU, LLC, was personally involved in the day-to-day operations of the business and personally controlled the wages, hours, and/or working conditions of Plaintiff and other similarly situated aggrieved employees. Defendants JAI PRABHU, LLC and ANITA PATEL are collectively referred to herein as “Defendant(s)” or “JAI”.

5. The “Aggrieved Employees” are all current and former non-exempt or hourly paid employees who worked for Defendants at any of their California locations during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

6. 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.

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

GENERAL ALLEGATIONS

8. Plaintiff started working for JAI in or around 2022 as a receptionist for Defendants' hotel/motel in the city of El Monte. Plaintiff was classified as an hourly, non-exempt employee. Her latest rate of pay was \$13 per hour. Plaintiff was employed at JAI for a period of 3 months until she resigned from her employment.

9. It is Plaintiff's position that JAI has violated numerous Labor Code Sections against Plaintiff and other similarly situated aggrieved employees.

10. JAI did not provide Plaintiff and other similarly situated aggrieved employees with the minimum wages to which they were entitled for work performed and as such did not compensate Plaintiff and others for all hours worked at the minimum wage rate pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because Plaintiff and others were not paid for training hours, even though they were under the control of the employer. Furthermore, to the extent that Plaintiff and others worked through their meal periods during their shifts, this would be "off the clock" work and in violation of California's minimum wage laws. Furthermore, there was occasion AFTER Plaintiff had resigned wherein JAI asked her to work because they did not have coverage. Plaintiff obliged and worked and was never paid for

1 that time either. Additionally, Plaintiff would notice that her paystubs would not reflect her true
2 hours worked and would be less. Moreover, JAI had a policy and practice of rounding down
3 work hours to the detriment of employees, which would result in less working hours and would
4 also be akin to a minimum wage violation.

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6 11. Due to the “off the clock” work as alleged above, JAI violated Labor Code §510
7 because it failed to pay Plaintiff and other similarly situated aggrieved employees the correct
8 amount of overtime, even though they worked more than 8 hours per day, 12 hours per day and/or
9 40 hours per week throughout their employment. Plaintiff’s and others’ actual work hours
10 entitled them to overtime compensation (both daily and weekly), especially due to the “off the
11 clock” and time shaving/rounding issues as described above, however, they were not paid
12 accurately and fully for their overtime hours worked. Overtime compensation was simply not
13 part of the company policy. Furthermore, JAI failed to include bonuses/incentive pay/shift
14 differential pay in calculating employees’ regular rate of pay for purposes of paying them their
15 proper overtime rates (i.e., one-and-a-half or two times their regular rate of pay).

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18 12. JAI also violated Labor Code § 226.7 and the applicable Industrial Welfare
19 Commission Wage Order (no. 4/5) because it failed to provide Plaintiff and others with 10-
20 minute rest periods for every four hours of work, or majority portion thereof, throughout their
21 employment. JAI did not completely relieve Plaintiff and others of all duty during said rest
22 periods. JAI did not pay to Plaintiff and others one additional hour of pay at Plaintiff’s regular
23 rate of compensation for each workday that one or more statutory rest periods was not provided.
24 It was not company policy and not part of the company culture for employees such as Plaintiff
25 and others to consistently take TWO timely, uninterrupted rest breaks at the appropriate times
26 during a regular shift. As such, the culture at JAI did not lend itself to the employees always
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1 receiving statutory breaks wherein they were relieved of all work duties. As such, it was the
2 normal practice and custom of JAI not to authorize, permit, and enforce timely, uninterrupted
3 statutory rest periods. As such, the work environment and culture at JAI was not conducive to
4 receiving statutory rest breaks under California law. Plaintiff did not receive a single rest break
5 during her entire employment tenure at JAI.
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7 13. JAI violated Labor Code §§ 512 and 226.7 along with the applicable Industrial
8 Welfare Commission Wage Order (no. 4/5) because it failed to provide Plaintiff and others the
9 requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their
10 employment. JAI did not always completely relieve Plaintiff and others of all duty during said
11 meal periods. JAI did not pay to Plaintiff and others one additional hour of pay at Plaintiff's
12 regular rate of compensation for each workday that one or more statutory meal periods was not
13 provided or was late, short, or interrupted. In fact, Plaintiff did not actually receive an actual meal
14 break wherein she was relieved of all work duties. This is so because Plaintiff was asked to eat
15 at her desk and to tend to customers when they arrived at the motel/hotel. If Plaintiff signed any
16 "On Duty Meal Period Agreement", the latter would not be valid and enforceable since Plaintiff's
17 job did not prevent her from taking a meal period as JAI could have simply found a replacement
18 for Plaintiff so that she can take an actual meal break.
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21 14. Furthermore, during the relevant time period and due to the above-mentioned
22 violations, JAI failed to pay Plaintiff and others all wages due to them within any time period
23 specified by California Labor Code section 204. JAI was also in violation of California Labor
24 Code section 226(a), by failing to include pertinent information on the wage statements,
25 including but not limited to, all hours worked (minimum wages and overtime due to the "off the
26 clock" work), gross wages earned, net wages earned, total pay, the correct legal name and address
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1 of the employing entity, the correct start and end of the pay period, all applicable hourly rates,
2 itemized deductions, and premium pay for the missed meal and rest breaks, among others. As
3 such, JAI did not provide Plaintiff and other similarly situated aggrieved employees with
4 complete, accurate itemized wage statements.

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

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

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15 17. Additionally, during the relevant time period, Plaintiff and others incurred
16 necessary, business-related expenses and costs that were not reimbursed by JAI. These costs
17 include, but are not limited to, use of personal cell phone for work purposes for communication
18 with management, including through “WhatsApp”. Accordingly, JAI was in violation of
19 California Labor Code sections 2800 and 2802.

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21 **FIRST (AND ONLY) CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **Representative Claim for PAGA penalties under California Labor Code sections 203, 204**
24 **and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 2800,**
25 **2802, 2698, 2699, and the applicable Industrial Welfare Commission Wage Order Nos.**
26 **4/5-2001**

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

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

19. Pursuant to law, Plaintiff provided the required written notice to the California

1 Labor & Workforce Development Agency (LWDA) and Defendants of the specific violations of
2 the California Labor Code that Defendants and DOE defendants have violated and continue to
3 violate.

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

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

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

16 23. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the
17 alleged violator and had one or more of the alleged violations committed against her, and therefore
18 is properly suited to represent the interests of all current and former non-exempt or hourly paid
19 employees who worked for Defendants at any of their California locations during the relevant
20 time period.

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

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

28 26. California Labor Code section 2699 et seq. imposes penalties upon culpable

1 Defendants for violating the Labor Code.

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

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

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

15 Violations of California Labor Code sections 203, 204 and/or 204b, 226, 226.3, 226.7,
16 510, 512, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 2800, 2802, 2698, 2699 via 2698 and
17 2699, and any other Labor Codes and Wage Orders (including nos. 4/5) violated on the
18 facts alleged in this Complaint.

19 30. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s
20 fees, costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
21 Employees as alleged herein in an amount to be shown according to proof at trial and within the
22 jurisdictional limits of this Court.

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

- 25 1. For the imposition of civil penalties;
- 26 2. For maximum civil penalties available under Labor Code Section 2699 against
27 Defendants in a manner and amount authorized by that statute, as described more
28 particularly in the Complaint and representative PAGA claims;

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- 3. For all costs and disbursements incurred in this suit;
- 4. Reasonable attorney’s fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and
- 5. For such other and further relief as this Court may deem proper.

Respectfully submitted,

MESSRELIAN LAW INC.

Dated: October 26, 2022

By 

Harout Messrelian, Esq.
Attorneys for Plaintiff, KATHIA
GUADARRAMA