

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Erik A. Dos Santos (SBN 309998)
edsantos@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

Marlene S. Muraco (SBN 154240)
mmuraco@littler.com
Jonathan Heller (SBN 267542)
jheller@littler.com
Sarah Jabin (SBN 341389)
sjabin@littler.com
LITTLER MENDELSON, P.C.
50 W. San Fernando, 7th Floor
San Jose, California 95113.2431
Telephone: 408.998.4150
Fax No.: 408.288.5686

Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

EBONY SHIELDS, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

THEKEY OF CALIFORNIA, LLC, a Delaware
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

12/18/2023 at 10:30:00 AM

Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

Case No.: 37-2022-00038403-CU-OE-CTL

CLASS ACTION

*[Assigned for all purposes to Judge Loren G.
Freestone, Dept. C-64]*

**JOINT STIPULATION FOR LEAVE TO
FILE FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT; ~~[PROPOSED]~~ ORDER**

Complaint filed: September 27, 2022
Trial date: Not Set

1 Plaintiff Ebony Shields (“Plaintiff”) and Defendant TheKey of California, LLC
2 (“Defendant”) (Plaintiff and Defendant are herein collectively referred to as the “Parties”), by and
3 through their respective counsel of record, hereby enter into the stipulation below with reference
4 to the following facts:

5 **WHEREAS**, on September 27, 2022, Plaintiff filed a class action complaint in the above-
6 entitled Court alleging violations of California law for: (1) failure to pay minimum and straight
7 time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to
8 authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure
9 to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures;
10 (8) failure to produce requested employment documents; and (9) unfair business practices;

11 **WHEREAS**, on September 27, 2022, Plaintiff provided notice to Defendant and the
12 California Labor & Workforce Development Agency (“LWDA”) regarding Plaintiff’s intent to
13 pursue a California Labor Code Private Attorney’s General Act (“PAGA”) representative action;

14 **WHEREAS**, Plaintiff has executed a valid arbitration agreement with a Class Action
15 Waiver;

16 **WHEREAS**, the Parties will be filing a stipulation to stay this action pending arbitration;

17 **WHEREAS**, in order to effectively and economically litigate the claims, the Parties have
18 agreed that Plaintiff will file a First Amended Class and Representative Action Complaint
19 containing a sole cause of action under PAGA;

20 **WHEREAS**, Plaintiff seeks leave to file a First Amended Representative Action
21 Complaint, attached hereto as **Exhibit A**, to have a sole cause of action for civil penalties under
22 PAGA. A red-lined version of the First Amended Representative Action Complaint is attached
23 hereto as **Exhibit B**;

24 **THEREFORE**, the Parties, by and through their undersigned counsel of record, hereby
25 stipulate and agree to Plaintiff’s filing of a First Amended Representative Action Complaint, and
26 respectfully request that the Court enter an order as follows:

27 1. Plaintiff be allowed leave to file its First Amended Representative Action Complaint
28 in the form attached as **Exhibit A** to this Stipulation;

2. Plaintiff's First Amended Representative Action Complaint shall be filed within 7 days from which Court approves and issues its Order with respect hereto; and

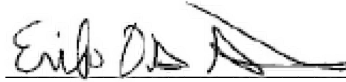
3. Defendant shall have thirty (30) days from the service of the Order granting this Joint Stipulation to file and serve upon Plaintiff a responsive pleading to the First Amended Representative Action Complaint.

Respectfully submitted,

Dated: December 18, 2023

WILSHIRE LAW FIRM

By:



Justin F. Marquez
Christina M. Le
Erik A. Dos Santos

Attorneys for Plaintiff

Dated: December 18, 2023

LITTLER MENDELSON, P.C.

By: /s/ Marlene S. Muraco

Marlene S. Muraco

Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~**[PROPOSED]**~~ **ORDER**

The Court having considered the Parties' Joint Stipulation for Leave to file a First Amended Representative Action Complaint, and good cause appearing, IT IS HEREBY ORDERED AS FOLLOWS:

1. Plaintiff be allowed leave to file its First Amended Class and Representative Action Complaint in the form attached as **Exhibit A** to this Stipulation;
2. Plaintiff's First Amended Class and Representative Action Complaint be deemed effective as of the date that the Court approves and issues its Order with respect hereto; and
3. Defendant shall have thirty (30) days from the service of this Order to file and serve upon Plaintiff a responsive pleading to the First Amended Class and Representative Action Complaint.

IT IS SO ORDERED.

DATE: 12/20/2023



Honorable Loren G. Freestone
Judge of the San Diego County Superior Court

Exhibit A

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Erik A. Dos Santos (SBN 309998)
edsantos@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

EBONY SHIELDS, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

THEKEY OF CALIFORNIA, LLC, a Delaware
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 37-2022-00038403-CU-OE-CTL

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

1. Civil Penalties Under the Private
Attorneys General Act (Cal. Lab. §§
2699, et seq.).

1 Plaintiff EBONY SHIELDS ("Plaintiff"), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant THEKEY OF CALIFORNIA, LLC
6 and DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor
7 Code violations from Defendants' failure to pay for all hours worked (minimum, straight time, and
8 overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
9 failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify
10 employees for expenditures, and failure to produce requested employment records.

11 2. Plaintiff brings this sole Cause of Action as a representative action under the California
12 Private Attorney General Act ("PAGA") to recover civil penalties that are owed to Plaintiff, the
13 State of California, and past and present hourly-paid or non-exempt employees employed by
14 Defendants in the State of California during the statute of limitations period for her PAGA claim
15 (hereinafter referred to as the "Aggrieved Employees").

16 3. Defendants own/owned and operate/operated an industry, business, and
17 establishment within the State of California, including San Diego County. As such, and based
18 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
19 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
20 ("IWC"), and the California Business & Professions Code.

21 4. Despite these requirements, throughout the statutory period, Defendants maintained
22 a systematic, company-wide policy and practice of:

- 23 (a) Failing to pay employees for all hours worked, including all minimum,
24 straight time, and overtime wages in compliance with the California Labor
25 Code and IWC Wage Orders;
- 26 (b) Failing to provide employees with timely and duty-free meal periods in
27 compliance with the California Labor Code and IWC Wage Orders, failing
28 to maintain accurate records of all meal periods taken or missed, and failing

to pay an additional hour's pay for each workday a meal period violation occurred;

(c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;

(d) Willfully failing to pay employees all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;

(e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;

(f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment; and,

(g) Failing to timely produce requested employment records as required by the California Labor Code and IWC Wage Order;

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

//

//

//

THE PARTIES

A. Plaintiff

7. Plaintiff EBONY SHIELDS is a California resident who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately 2020 to approximately June 2022.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant THEKEY OF CALIFORNIA, LLC is, and at all times herein mentioned, was:

- (a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in San Diego County; and,
- (b) The former employer of Plaintiff, the current and/or former employer of the Aggrieved Employees because Defendant THEKEY OF CALIFORNIA, LLC suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of

1 California.

2 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
3 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff, and the
4 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
5 Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant
6 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
7 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some
8 or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint
9 enterprise for profit, and bore such other relationships to some or all of the other Defendants so as
10 to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and
11 believes and thereon alleges that each Defendant acted pursuant to and within the scope of the
12 relationships alleged above, that each Defendant knew or should have known about, and
13 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
14 Defendants.

15 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 13. Plaintiff worked for Defendants in California as an hourly-paid, non-exempt
17 employee. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly
18 wage and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to
19 work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly
20 worked more than eight hours in a workday and more than forty (40) hours in a workweek.

21 14. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
22 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
23 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely
24 pay all final wages to Plaintiff when Defendants terminated her employment, failed to furnish
25 accurate wage statements to Plaintiff, failed to indemnify Plaintiff for expenditures, and failed to
26 produce requested employment records. As discussed below, Plaintiff's experience working for
27 Defendants was typical and illustrative.

28 15. Throughout the statutory period, Defendants maintained a policy and practice of not

1 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight
2 time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work
3 “off-the-clock”, uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees
4 to continue working during unpaid meal periods. Some of this unpaid work should have been paid
5 at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain
6 accurate records of the hours Plaintiff and the Aggrieved Employees worked.

7 16. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
8 and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not
9 always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive
10 hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five
11 hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods
12 that were not provided by the end of the fifth hour of work or tenth hour of work. Instead,
13 Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring,
14 pressuring, or encouraging them to perform work tasks which could not be completed without
15 working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved
16 Employees permission to take a meal period. Accordingly, Defendants’ policy and practice was
17 not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with
18 California law.

19 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
20 and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods.
21 Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four
22 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
23 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
24 or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not
25 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the
26 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
27 could not be completed without working in lieu of taking mandatory rest periods, or by denying
28 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants’

1 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
2 rest periods in compliance with California law.

3 18. Throughout the statutory period, Defendants willfully failed and refused to timely
4 pay Plaintiff and the Aggrieved Employees all final wages due at their termination of employment.
5 In addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum
6 wages, straight time wages, overtime wages, meal period premium wages, and rest period premium
7 wages owed to her by Defendants at the conclusion of her employment. On information and belief,
8 Defendants' failure to timely pay Plaintiff's final wages when her employment terminated was not
9 a single, isolated incident, but was instead consistent with Defendants' policy and practice that
10 applied to Plaintiff and the Aggrieved Employees.

11 19. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
12 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
13 all overtime hourly rates, and all gross and net wages earned (including correct hours worked,
14 correct wages for meal periods that were not provided in accordance with California law, and
15 correct wages for rest periods that were not authorized and permitted to take in accordance with
16 California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff and
17 the Aggrieved Employees suffered injury because, among other things:

- 18 (a) the violations led them to believe that they were not entitled to be paid
19 minimum, straight time, overtime, meal period premium, and rest period
20 premium wages, even though they were entitled;
- 21 (b) the violations led them to believe that they had been paid the minimum,
22 straight time, overtime, meal period premium, and rest period premium
23 wages, even though they had not been;
- 24 (c) the violations led them to believe they were not entitled to be paid minimum,
25 straight time, overtime, meal period premium, and rest period premium
26 wages at the correct California rate even though they were entitled;
- 27 (d) the violations led them to believe they had been paid minimum, straight time,
28 overtime, meal period premium, and rest period premium wages at the

correct California rate even though they had not been;

- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

20. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, use of personal cell phones.

21. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

22. On July 12, 2022, Plaintiff sent requests through her counsel to Defendants for her personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely

1 produce the requested employment records, in violation of Labor Code sections 226 and 1198.5.
2 Defendants have not produced any of the requested employment records for Plaintiff as of the date
3 of this Complaint.

4 **FIRST CAUSE OF ACTION**

5 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act**
6 **of 2004, Cal. Lab. Code § 2698 et seq.)**

7 23. Plaintiff incorporates by reference and re-alleges as if fully stated herein.

8 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
9 State of California and the applicable Industrial Welfare Commission Orders.

10 25. California Labor Code § 2699(a) specifically provides for a private right of action
11 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
12 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
13 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
14 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
15 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
16 former employees pursuant to the procedures specified in Section 2699.3.”

17 26. Plaintiff has exhausted her administrative remedies pursuant to California Labor
18 Code § 2699.3. She gave written notice by online filing to the Labor and Workforce Development
19 Agency and by certified mail to Defendants of the specific provisions of the Labor Code that
20 Defendants have violated against Plaintiff and current and former aggrieved employees, including
21 the facts and theories to support the violations. Plaintiff also paid the filing fee.

22 27. The Labor and Workforce Development Agency has not indicated that it intends to
23 investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may
24 commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for
25 the violations of the Labor Code described in this Complaint. These penalties include, but are not
26 limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

27 28. In addition, Plaintiff seeks penalties for Defendants’ violation of *Labor Code* §
28 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who

willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

29. During the time period of employment for Plaintiff and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods, and accurate records showing when employees begin and end each work period. Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

30. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

31. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action

shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

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

As to the First Cause of Action

32. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages) failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, failing to pay all final wages to terminated employees, and failing to maintain accurate records of all hours worked;

33. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

34. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;

35. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

36. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: December 18, 2023

WILSHIRE LAW FIRM

By: _____

Justin F. Marquez

Christina M. Le

Erik A. Dos Santos

Attorneys for Plaintiff

Exhibit B

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com

[Erik A. Dos Santos](mailto:Erik.A.Dos.Santos@wilshirelawfirm.com) (SBN 309998)
edsantos@wilshirelawfirm.com

WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

EBONY SHIELDS, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

THEKEY OF CALIFORNIA, LLC, a Delaware
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: [37-2022-00038403-CU-OE-CTL](#)

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

1. [Civil Penalties Under the Private
Attorneys General Act](#) (Cal. Lab. §§
[2699](#), et seq.).

Style Definition: ParaNumber

Deleted: Arsine Grigoryan

Deleted: 319517

Deleted: agrigoryan

Deleted: CLASS

Deleted: Failure to Pay Minimum and Straight Time
Wages...

Deleted: Code §§ 204, 1194, 1194.2, and 1197);
Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194
and 1198);
Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7,
512);
Failure to Authorize and Permit Rest Periods (Cal. Lab.
Code §§ 226.7);
Failure to Timely Pay Final Wages at Termination (Cal.
Lab. Code §§ 201-203);
Failure to Provide Accurate Itemized Wage Statements
(Cal. Lab. Code § 226);
Failure to Indemnify Employees for Expenditures (Cal.
Lab. Code § 2802);
Failure to Produce Requested Employment Records (Cal.
Lab. Code §§ 226 and 1198.5); and
Unfair Business Practices (Cal. Bus. & Prof. Code §§
17200, ...

Formatted: Font: Not Italic

Deleted:
DEMAND FOR JURY TRIAL

Deleted: CLASS

FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT

1 Plaintiff EBONY SHIELDS ("Plaintiff"), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant THEKEY OF CALIFORNIA, LLC
6 and DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor
7 Code violations from Defendants' failure to pay for all hours worked (minimum, straight time, and
8 overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
9 failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify
10 employees for expenditures, and failure to produce requested employment records.

11 2. Plaintiff brings this sole Cause of Action as a representative action under the California
12 Private Attorney General Act ("PAGA") to recover civil penalties that are owed to Plaintiff, the
13 State of California, and past and present hourly-paid or non-exempt employees employed by
14 Defendants in the State of California during the statute of limitations period for her PAGA claim
15 (hereinafter referred to as the "Aggrieved Employees").

16 3. Defendants own/owned and operate/operated an industry, business, and
17 establishment within the State of California, including San Diego County. As such, and based
18 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
19 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
20 ("IWC"), and the California Business & Professions Code.

21 4. Despite these requirements, throughout the statutory period, Defendants maintained
22 a systematic, company-wide policy and practice of:

- 23 (a) Failing to pay employees for all hours worked, including all minimum,
24 straight time, and overtime wages in compliance with the California Labor
25 Code and IWC Wage Orders;
26 (b) Failing to provide employees with timely and duty-free meal periods in
27 compliance with the California Labor Code and IWC Wage Orders, failing
28 to maintain accurate records of all meal periods taken or missed, and failing

Formatted: Justified

Formatted: Justified

Deleted: and unfair business practices stemming

Deleted: the First through Ninth Causes

Deleted: individually and

Deleted: class

Deleted: on behalf of herself and certain current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in

Formatted: Justified, Tab stops: Not at 1"

Deleted: as an

Deleted: employee

Deleted: applicable to the claims pleaded here.

Formatted: Justified

Deleted: CLASS

1 to pay an additional hour's pay for each workday a meal period violation
2 occurred;

3 (c) Failing to authorize and permit employees to take timely and duty-free rest
4 periods in compliance with the California Labor Code and IWC Wage
5 Orders, and failing to pay an additional hour's pay for each workday a rest
6 period violation occurred;

7 (d) Willfully failing to pay employees all expenditures, minimum wages,
8 straight time wages, overtime wages, meal period premium wages, and rest
9 period premium wages due within the time period specified by California
10 law when employment terminates;

11 (e) Failing to provide employees with accurate, itemized wage statements
12 containing all the information required by the California Labor Code and
13 IWC Wage Orders;

14 (f) Failing to indemnify employees for expenditures incurred in direct discharge
15 of duties of employment; and,

16 (g) Failing to timely produce requested employment records as required by the
17 California Labor Code and IWC Wage Order;

18 5. On information and belief, Defendants, and each of them were on actual and
19 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
20 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
21 willful and deliberate.

22 6. At all relevant times, Defendants were and are legally responsible for all of the
23 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
24 foregoing paragraphs as the employer of Plaintiff. Further, Defendants are responsible for each of
25 the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

26 //

27 //

28 //

Formatted: Justified, Tab stops: Not at 1.5"

Formatted: Justified

Deleted: and the Class.

Deleted: CLASS

THE PARTIES

A. Plaintiff

7. Plaintiff EBONY SHIELDS is a California resident who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately 2020 to approximately June 2022.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant THEKEY OF CALIFORNIA, LLC is, and at all times herein mentioned, was:

- (a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in San Diego County; and,
- (b) The former employer of Plaintiff, the current and/or former employer of the Aggrieved Employees because Defendant THEKEY OF CALIFORNIA, LLC suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of

Formatted: Justified

Formatted: Justified

Deleted: and

Deleted: putative Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: CLASS

California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff, and the Aggrieved Employees, and exercised control over their wages, hours, and working conditions.

Deleted: other employees described in the class definitions below...

Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

13. Plaintiff worked for Defendants in California as an hourly-paid, non-exempt employee. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Formatted: Justified

14. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated her employment, failed to furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff for expenditures, and failed to produce requested employment records. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

15. Throughout the statutory period, Defendants maintained a policy and practice of not

Formatted: Justified, No widow/orphan control

Deleted: CLASS

1 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight
2 time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work
3 “off-the-clock”, uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees
4 to continue working during unpaid meal periods. Some of this unpaid work should have been paid
5 at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain
6 accurate records of the hours Plaintiff and the Aggrieved Employees worked.

7 16. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
8 and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not
9 always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive
10 hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five
11 hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods
12 that were not provided by the end of the fifth hour of work or tenth hour of work. Instead,
13 Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring,
14 pressuring, or encouraging them to perform work tasks which could not be completed without
15 working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved
16 Employees permission to take a meal period. Accordingly, Defendants’ policy and practice was
17 not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with
18 California law.

19 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
20 and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods.
21 Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four
22 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
23 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
24 or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not
25 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the
26 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
27 could not be completed without working in lieu of taking mandatory rest periods, or by denying
28 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants’

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Formatted: Justified

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: CLASS

1 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
2 rest periods in compliance with California law.

3 18. Throughout the statutory period, Defendants willfully failed and refused to timely
4 pay Plaintiff and the Aggrieved Employees all final wages due at their termination of employment.
5 In addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum
6 wages, straight time wages, overtime wages, meal period premium wages, and rest period premium
7 wages owed to her by Defendants at the conclusion of her employment. On information and belief,
8 Defendants' failure to timely pay Plaintiff's final wages when her employment terminated was not
9 a single, isolated incident, but was instead consistent with Defendants' policy and practice that
10 applied to Plaintiff and the Aggrieved Employees.

11 19. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
12 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
13 all overtime hourly rates, and all gross and net wages earned (including correct hours worked,
14 correct wages for meal periods that were not provided in accordance with California law, and
15 correct wages for rest periods that were not authorized and permitted to take in accordance with
16 California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff and
17 the Aggrieved Employees suffered injury because, among other things:

- 18 (a) the violations led them to believe that they were not entitled to be paid
19 minimum, straight time, overtime, meal period premium, and rest period
20 premium wages, even though they were entitled;
- 21 (b) the violations led them to believe that they had been paid the minimum,
22 straight time, overtime, meal period premium, and rest period premium
23 wages, even though they had not been;
- 24 (c) the violations led them to believe they were not entitled to be paid minimum,
25 straight time, overtime, meal period premium, and rest period premium
26 wages at the correct California rate even though they were entitled;
- 27 (d) the violations led them to believe they had been paid minimum, straight time,
28 overtime, meal period premium, and rest period premium wages at the

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: CLASS

correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

20. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, use of personal cell phones.

21. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

22. On July 12, 2022, Plaintiff sent requests through her counsel to Defendants for her personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely

Formatted: Justified

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: Class

Deleted: CLASS

1 produce the requested employment records, in violation of Labor Code sections 226 and 1198.5.
2 Defendants have not produced any of the requested employment records for Plaintiff as of the date
3 of this Complaint.

4 FIRST CAUSE OF ACTION

5 (Against all Defendants for Civil Penalties Under the Private Attorneys General Act
6 of 2004, Cal. Lab. Code § 2698 et seq.)

7 23. Plaintiff incorporates by reference and re-alleges as if fully stated herein.

8 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
9 State of California and the applicable Industrial Welfare Commission Orders.

10 25. California Labor Code § 2699(a) specifically provides for a private right of action
11 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,
12 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
13 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
14 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
15 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
16 former employees pursuant to the procedures specified in Section 2699.3."

17 26. Plaintiff has exhausted her administrative remedies pursuant to California Labor
18 Code § 2699.3. She gave written notice by online filing to the Labor and Workforce Development
19 Agency and by certified mail to Defendants of the specific provisions of the Labor Code that
20 Defendants have violated against Plaintiff and current and former aggrieved employees, including
21 the facts and theories to support the violations. Plaintiff also paid the filing fee.

22 27. The Labor and Workforce Development Agency has not indicated that it intends to
23 investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may
24 commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for
25 the violations of the Labor Code described in this Complaint. These penalties include, but are not
26 limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

27 28. In addition, Plaintiff seeks penalties for Defendants' violation of Labor Code §
28 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who

Deleted: CLASS ACTION ALLEGATIONS¶

Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.¶

All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.¶ The proposed Class consists of and is defined as:¶

¶ All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¶

¶ At all material times, Plaintiff was a member of the Class.¶ Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.¶

There is a well-defined community of interest in the litigation and the Class is readily ascertainable:¶

Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.¶

Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein. ¶

Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Cl[... [1]

Deleted: All

Formatted: English (United States)

Formatted: English (United States)

Formatted: Normal Pleading, Tab stops: Not at 1"

Deleted: Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

Formatted: Font: Bold, English (United States)

Deleted:

Deleted: paragraphs 1 through 22 in this Complaint

Formatted: Justified, Tab stops: 1", List tab

Deleted: <#>"Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permi[... [2]

Deleted: <#>relevant

Deleted: <#>knowingly

Formatted: English (Canada)

Formatted: English (Canada)

Deleted: CLASS

willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

29. During the time period of employment for Plaintiff and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods, and accurate records showing when employees begin and end each work period. Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

30. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

31. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action

Formatted: Justified, Widow/Orphan control

Deleted: pay to Plaintiff and the Class compensation for all hours they worked. By

Formatted: English (Canada)

Formatted: English (Canada)

Deleted: compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees

Formatted: English (Canada)

Formatted: English (Canada)

Deleted: <#>Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.¶ By and through

Deleted: <#>above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.¶ By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages

Deleted: <#>amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.¶ By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.¶ ... [3]

Deleted: <#>cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by la ... [4]

Deleted: <#>and the Class are also entitled to seek recovery of all unpaid minimum and straight time wage ... [5]

Deleted: <#> Labor Code §§ 218.5, 218.6

Deleted: <#>1194(a).¶ ... [6]

Deleted: <#> for Failure to Pay Overtime Wages)¶ ... [7]

Deleted: <#>a workday and/or more than forty (40) hours

Deleted: <#>a workweek, as employees of Defendan ... [8]

Formatted: Font: Not Bold

Formatted: English (Canada)

Formatted: English (Canada)

Deleted: <#>By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have m ... [9]

Deleted: <#>1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as pr ... [10]

Deleted: <#>meal period mandated under any Wage Order.¶ Despite these legal requirements, Defendants regularl ... [11]

Deleted: CLASS

shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

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

As to the First Cause of Action

32. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages) failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, failing to pay all final wages to terminated employees, and failing to maintain accurate records of all hours worked;

33. For all civil penalties pursuant to California Labor Code §§ 2699, et seq., and all other applicable Labor Code provisions;

34. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;

35. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

36. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: December 18, 2023

WILSHIRE LAW FIRM

By: _____

Justin F. Marquez

Christina M. Le

Erik A. Dos Santos

Attorneys for Plaintiff

Deleted: <#>become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.¶
Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.¶ ... [12]

Deleted: <#>attorneys'

Deleted: <#>, interest, expenses,

Deleted: <#> incurred in this action.

Formatted: English (Canada)

Formatted: English (Canada)

Formatted: English (Canada)

Formatted: English (Canada)

Deleted: SIXTH CAUSE OF ACTION¶ ... [13]

Deleted: , individually, and on behalf of all others s ... [14]

Formatted: Justified

Deleted: Class Certification¶ ... [15]

Formatted: No underline

Deleted:

Deleted: ,

Deleted: §§ 204

Deleted: 1194 and

Formatted: Justified, Widow/Orphan control

Deleted: IWC Wage Orders by willfully failing to p ... [16]

Deleted: <#>For unpaid wages as may be appropria ... [17]

Deleted: <#>for

Formatted: English (Canada)

Formatted: English (Canada)

Deleted: <#>1194(a); and,

Formatted: English (Canada)

Deleted: <#>For such other and further relief as the ... [18]

Formatted: English (Canada)

Formatted: ParaNumber

Deleted: September 27, 2022

Deleted: Arsiné Grigoryan¶

Deleted: DEMAND FOR JURY TRIAL¶ ... [19]

Deleted: CLASS

PROOF OF SERVICE

Ebony Shields v. TheKey of California, LLC, et al.
37-2022-00038403-CU-OE-CTL

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **December 18, 2023**, I served the foregoing **JOINT STIPULATION FOR LEAVE TO FILE FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT; [PROPOSED] ORDER**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Marlene S. Muraco (SBN 154240)
mmuraco@littler.com
Jonathan Heller (SBN 267542)
jheller@littler.com
Sarah Jabin (SBN 341389)
sjabin@littler.com
Yvonne Zapien
yzapien@littler.com
LITTLER MENDELSON, P.C.
50 W. San Fernando
7th Floor
San Jose, California 95113.2431
Telephone: 408.998.4150
Fax No.: 408.288.5686

Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on December 18, 2023, at Los Angeles, California.



Sandy S. Sespene