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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By G. Escorcia ,Deputy Clerk

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

Kelly Acosta, individually and on behalf of all
similarly situated individuals,

Plaintiff,

vs.

Cityfront Terrace Homeowners Association,
a California Corporation; and **Does 1-10**,
inclusive;

Defendants.

CASE NO. 25CU033699C

[Assigned to the Hon. Joel R. Wohlfeil, Dept. C-63]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) Failure to Pay Minimum Wages;
- 2) Failure to Pay Overtime Wages;
- 3) Failure to Provide Meal Periods;
- 4) Failure to Provide Rest Periods;
- 5) Failure to Provide and Maintain Complete
and Accurate Wage Statements;
- 6) Failure to Provide Wages When Due;
- 7) Failure to Reimburse Necessary Business
Expenses;
- 8) **PAGA Penalties**; and
- 9) **Violation of California Business &
Professions Code §§ 17200, et seq.**

1 Plaintiff hereby brings this action on behalf of herself and all other similarly situated current and
2 former employees, by and through her counsel of record, alleges as follows:

3 **PARTIES**

4 1. At all relevant times for this Complaint, Plaintiff **Kelly Acosta**, (“Ms. Acosta” or “Plaintiff”)
5 is and has been a resident of San Diego County, California. Plaintiff was employed as an hourly, non-exempt
6 employee of Defendants from in or around May 2024 to on or around April 23, 2025. Plaintiff was subject to
7 the policies and practices described in this complaint at all times during her employment at Defendants.

8 2. Defendant **Cityfront Terrace Homeowners Association** (“Cityfront Terrace”) is a
9 California Corporation that acts as a homeowner’s association for properties located in San Diego, California.
10 On information and belief, employs at least 80 hourly, non-exempt employees. Upon information and belief,
11 Cityfront Terrace operates in San Diego County, California.

12 3. Plaintiff is not currently aware of the names and true identities of defendants Does 1-10
13 (collectively with Cityfront Terrace as “Defendants”). Plaintiff reserve the right to amend this complaint to
14 allege their true names and capacities when this information is available. Each Doe defendant is responsible
15 for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or
16 vicariously through the conduct of others. All further references in this complaint to any of the named
17 Defendants includes the fictitiously named defendants.

18 4. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee,
19 partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants’
20 relationship. Moreover, the conduct of every Defendant was ratified by each other Defendant.

21 **VENUE AND JURISDICTION**

22 5. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI,
23 § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes
24 and law, including the Labor Code and the Business & Professions Code. Because putative class members
25 were employed by Defendants, the policies and practices complained of herein were implemented in San
26 Diego County, and Defendants transact business within San Diego County, Defendant is within the
27 jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that
28 any person acting on their own behalf may bring an action in any court of competent jurisdiction.

6. Venue as to Defendant is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. Defendants transact business and/or have offices in this county, employ putative class members in this County, and the acts and omissions alleged herein took place in this county.

CLASS ACTION ALLEGATIONS

7. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-exempt employees to take bona fide meal breaks pursuant to Labor Code § 226.7.

8. Defendants have consistently denied their non-exempt employees the opportunities to take compliant 30-minute meal periods in accordance with California's Labor Code. Upon information and belief, Class Members, including Plaintiff, were required to interrupt their meal periods to valet homeowners' vehicles, or otherwise interrupt or cut short their meal periods, or remain on duty and under Defendants' control during their meal periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing practices and policies.

9. In the same manner, and as a matter of uniform and systematic policy, Defendant required Plaintiff and Class Members to combine their meal and rest periods into a single, one-hour break in violation of California's Labor Code.

10. Accordingly, Defendants failed to authorize and permit compliant meal periods as required by law.

11. In the same manner, and as a matter of uniform and systemic policy, Defendant requires non-exempt employees to continue working during their rest periods or otherwise interrupting or cut short their rest periods, or remain on duty and under Defendants' control during their rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing policies and practices.

12. Accordingly, Defendants failed to authorize and permit compliant rest periods as required by law.

13. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

1 14. As a matter of uniform and systemic policy, Defendants required non-exempt employees to
2 utilize their personal cell phones for work-related purposes, including making outbound calls, answering texts
3 and calls from their supervisors while at work or on a break, being assigned tasks, and general administrative
4 matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated
5 with utilizing their personal cell phones for work-related purposes.

6 15. Plaintiff therefore brings this action on behalf of herself and as a class action on behalf of the
7 following defined Class:

8 **Non-Exempt Employee Class:**

9 *All persons who worked at least one shift as a non-exempt employee in the State of California from the*
10 *period four years prior to the filing of the Action and the date of trial ("Class").*

11 16. Common methods of proof exist for determining these issues on a class-wide basis, including
12 but not limited to, Defendants' employment records, payroll records, timesheets, policies, and disciplinary
13 records.

14 17. **Numerosity.** Plaintiff is informed and believe that, during the class period, at least 80 Class
15 Members have been employed as non-exempt employees by Defendants within the state of California. The
16 number of Class Members is sufficiently numerous such that joinder of all members is impossible or
17 impracticable.

18 18. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other Class
19 Members, was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of
20 Class Members in all relevant respects.

21 19. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff
22 and Class Members that would make class certification inappropriate. Plaintiff understands her obligations to
23 inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will fairly and
24 adequately protect the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal
25 practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in
26 both class action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in
27 the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims
28 of all Class Members. Plaintiff has incurred, and will continue to incur, costs and attorneys' fees that have

1 been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of
2 each Class Member.

3 20. **Existence and Predominance of Common Issues.** Common questions of law and fact
4 exist as to all Class Members and predominate over issues affecting individual Class Members, including, but
5 not limited to:

- 6 a. Whether Defendants had a common policy and/or practice of depriving Plaintiff and
7 Class Members of required minimum wages;
- 8 b. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and
9 Class Members required minimum wages;
- 10 c. Whether Defendants had a common policy and/or practice of depriving Plaintiff and
11 Class Members of required overtime wages;
- 12 d. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and
13 Class Members required overtime wages;
- 14 e. Whether Defendants had a common policy and/or practice of depriving Plaintiff and
15 Class Members of compliant, off-duty meal and/or rest periods;
- 16 f. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members
17 of compliant, off-duty meal and/or rest periods;
- 18 g. Whether Defendants unlawfully and/or willfully combined Plaintiff and Class
19 Members' meal and rest periods into a single, one-hour break;
- 20 h. Whether Defendants have a common policy and/or practice of failing to maintain
21 accurate payroll records in the State of California;
- 22 i. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll
23 records in the State of California;
- 24 j. Whether Defendants have a common policy and/or practice of failing to provide
25 accurate wage statements reflecting hours worked and wages earned to Plaintiff and
26 Class Members;
- 27 k. Whether Defendants unlawfully and/or willfully failed to provide accurate wage
28 statements reflecting hours worked and wages earned to Plaintiff and Class Members;

- l. Whether Defendants have a common policy and/or practice of failing to reimburse Plaintiff and Class Members for reasonable business expenses;
- m. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and Class Members for reasonable business expenses;
- n. Whether Defendants has a policy and/or practice of failing to pay Plaintiff and Class Members final wages owed upon termination;
- o. Whether Defendants unlawfully and/or willfully failed to promptly pay compensation due to Plaintiff and Class Members upon termination of employment in violation of Labor Code §§ 201, 202, and 203;
- p. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief; and
- q. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by violating the above provisions of law.

21. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the class defined above as identified through Defendants' records.

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 ***California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

4 ***Failure to Pay Minimum Wages for All Hours Worked***

5 **(Plaintiff and Class Against Defendants)**

6 22. Plaintiff repeats and incorporates by reference all allegations contained in the preceding
7 paragraphs as if fully set forth herein.

8 23. California law requires employers to compensate employees for all time that an employee is
9 “suffered or permitted to work,” which includes all time “when any employer ‘directs, commands or restrains’
10 an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified (May 10, 2000);
11 *see also* Code Regs. tit. 8, § 11070 (“‘Hours worked’ means the time during which an employee is subject to the
12 control of an employer and includes all the time the employee is suffered or permitted to work, whether or
13 not required to do so.”).

14 24. Defendants failed to compensate Plaintiff and the Class for all hours worked because
15 Defendants had a policy and/or practice whereby they required and/or pressured Class Members to work
16 under Defendants’ control while off-the-clock, including but not limited to forcing or requiring Class
17 Members to work while they were clocked out for their meal periods.

18 25. Upon information and belief, Defendants required Class Members to work off the clock or
19 failed to pay all earned wages in ways unknown to Plaintiff at this time.

20 26. Defendants further failed to pay Plaintiff and Class Members any wages for time engaged in
21 this off-the-clock work.

22 27. As a result of Defendants’ failure and refusal to comply with California law, Plaintiff and Class
23 Members are entitled to recover actual and liquidated damages for the unpaid time, plus injunctive relief and
24 reasonable attorney’s fees and costs. Lab. Code §§ 1194, 1197.1.

(Plaintiff and Class Against Defendants)

33. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

Meal Period Violations

(Plaintiff and Class Against Defendants)

34. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

35. At all times relevant to this complaint, Defendants knew they were obligated to provide legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code §§ 512 and 226.7. Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.”

36. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. “An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . . an employer’s obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

37. Defendants’ policies and practices served to deprive the Class of a full 30-minute break period free of employer control or relieved of all duties. Upon information and belief, employees were required to skip meal periods, interrupt their meal periods, take meal periods after the fifth hour of work, or remain under Defendants control while on meal periods.

38. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as a result of Defendants’ formal policies and practices. By failing to consistently provide uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to Plaintiff and Class Members.

39. In failing to authorize and/or permit meal periods, Defendants have also implemented a uniform policy of denying compensation in lieu of meal periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal periods.

40. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift in which a required meal period was not provided.

1 **FOURTH CAUSE OF ACTION**

2 ***Labor Code §§ 226.7 and 1198***

3 ***Failure to Provide Rest Periods or Premium Pay in Lieu Thereof***

4 **(Plaintiff and Class Against Defendants)**

5 41. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

6 42. At all times relevant to this complaint, Defendants knew they were obligated to provide
7 compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

8 43. Labor Code § 226.7 provides:

9
10 (a) No employer shall require any employee to work during any meal or rest
period mandated by an applicable order of the Industrial Welfare Commission.

11
12 (b) If any employer fails to provide an employee a meal period or rest period in
accordance with an applicable order of the Industrial Welfare Commission, the
13 employer shall pay the employee one additional hour of pay at the employee's regular
rate of compensation for each work day that the meal or rest period is not provided.

14 44. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to
15 work during any rest or meal period mandated by an applicable order of the IWC, including Wage Order No.
16 1. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods:
17 "A rest period, in short, must be a period of rest." *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

18 45. Employees must also be free to leave the employer's premises during their rest period. *See id.*
19 at 270 ("In the context of a 10-minute break that employers must provide during the work period, a broad
20 and intrusive degree of control exists when an employer requires employees to remain on call and respond
21 during breaks. An employee on call cannot take a brief walk—five minutes out, five minutes back—if at the
22 farthest extent of the walk he or she is not in a position to respond. Employees similarly cannot use their 10
23 minutes to take care of other personal matters that require truly uninterrupted time."); *see also* Department of
24 Industrial Relations, "Rest Periods," available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my
25 employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose
26 any restraints not inherent in the rest period requirement itself.").

27 46. Defendants failed to authorize or permit all required compliant paid rest periods for shifts
28 between 3.5 and ten hours, or subjected employees to interrupted, shortened, or on-duty rest periods.

47. As a direct and proximate result of Defendants' willful and unlawful conduct, Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed or non-compliant rest periods, in an amount to be established at trial.

48. In failing to authorize and/or permit rest periods, Defendants have also implemented a uniform policy of denying compensation in lieu of rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant rest periods.

49. Pursuant to Wage Order No. 4 and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendants were aware that their actions were a violation of applicable law but consistently refused to pay premium pay as required by law.

FIFTH CAUSE OF ACTION

Labor Code §§ 226. 226.3, and 1174

Failure to Provide Complete and Accurate Wage Statements

(Plaintiff and Class Against Defendants)

50. Plaintiff repeats and incorporate by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

51. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

52. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and/or rest periods further ensured that Class Members' wage statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all hours worked and/or pay all required overtime rates further left the wage statements they provided to employees to be inaccurate.

53. Defendants have also failed to keep accurate payroll records for Plaintiff and Class Members

1 in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate payroll records
2 reflecting hours worked and wages earned has impeded Plaintiff and Class Members' ability to calculate unpaid
3 wages earned.

4 54. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226,
5 causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were
6 injured by these failures because, among other things, they were confused about whether they were paid
7 properly and/or they were misinformed about how much compensation was owed. These damages include,
8 but are not limited to, costs incurred calculating the correct net wages for each pay period and the amount of
9 employment taxes that were not paid to state and federal tax authorities.

10 55. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not
11 being provided with an accurate itemized wage statement is entitled to recover the greater of all actual damages
12 suffered or fifty (\$50) dollars for the initial violation and one hundred (\$100) dollars for each subsequent
13 violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are
14 entitled to injunctive relief to ensure Defendant's compliance with Labor Code § 226, as well as attorney's
15 fees and costs of suit.

16 **SIXTH CAUSE OF ACTION**

17 ***Labor Code §§ 201, 202, 203, and 204***

18 ***Failure to Pay Wages When Due***

19 **(Plaintiff and Class Against Defendants)**

20 56. Plaintiff incorporates by reference all allegation contained in the preceding paragraphs as if
21 fully set forth herein.

22 57. Labor Code § 201 provides, in relevant part, that:

23
24 If an employee not having a written contract for a definite period quits his or her
25 employment, his or her wages¹ shall become due and payable not later than 72 hours
thereafter, unless the employee has given 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

26
27 ¹ Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description,
28 whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other
method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is
performed personally by the person demanding payment."

time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of quitting.

58. Defendants do not include definite periods of service in their contracts of employment for Class Members employed at their California facility. Plaintiff's contract of employment did not include a definite term.

59. Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

60. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

61. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay the overtime wages and meal and rest period premiums resulting from its deficient timekeeping and meal and rest period policies.

62. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay the earned rest and/or meal period premiums and earned minimum wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

63. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and 202. Plaintiff and formerly employed Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

1 **SEVENTH CAUSE OF ACTION**

2 ***California Labor Code § 2802***

3 ***Failure to Reimburse Necessary Business Expenses***

4 **(Plaintiff and Class Against Defendants)**

5 64. Plaintiff repeats, replead, and incorporate by reference, as though fully set forth in this
6 paragraph, all the allegations of this Complaint.

7 65. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her employee
8 for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
9 his or her duties, or of his or her obedience to the directions of the employer.” Lab. Code § 2802. The purpose
10 of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and
11 operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
12 (2014).

13 66. Defendants required non-exempt employees to utilize their personal cell phones for work-
14 related purposes, making outbound calls, including answering texts and calls from their supervisors while at
15 work or on a break, being assigned tasks, and general administrative matters. Defendants further failed to
16 compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell
17 phones for work-related purposes.

18 67. Defendants failed to reimburse a reasonable portion of the Class Members’ cellphone related
19 expenses despite requiring the use of the device and/or applications that required a data plan. *See Cochran v.*
20 *Schwan’s Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (“We hold that when employees must use their personal
21 cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether
22 the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is
23 a reasonable percentage of their cell phone bills.”). Defendant further failed to reimburse Plaintiff and the
24 Class Members for the purchase of work-related equipment.

25 68. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for a reasonable
26 portion of the incurred expenses, to be determined upon trial, plus reasonable attorneys’ fees and costs. Lab.
27 Code § 2802.

1 **EIGHTH CAUSE OF ACTION**

2 ***Labor Code §§ 558, 2698, et seq.***

3 ***Private Attorneys General Act (“PAGA”) Penalties***

4 **(Plaintiff and Class Against Defendants)**

5 69. Plaintiff incorporates by reference all the allegations of this Complaint as though fully set forth
6 herein.

7 70. Entitlement to Penalties. Plaintiff is an “aggrieved employee(s)” under PAGA, as she was
8 employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged
9 herein. Accordingly, she seeks to recover, on behalf of herself and all other current and former aggrieved
10 employees of Defendants, the civil penalties provided by PAGA, including civil penalties for Defendants’
11 violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2,
12 1197, 1198, and 2802, plus reasonable attorneys’ fees and costs

13 71. Per Labor Code § 2699(f), and based on the foregoing, Plaintiff and the Aggrieved Employees
14 are entitled to civil penalties in an amount to be shown at trial subject to the following formula: (a) In an
15 amount set forth as a civil penalty in the underlying statute; or (b) \$100 per initial violation per employee per
16 pay period, and \$200 for each subsequent violation per employee per pay period.

17 72. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development
18 Agency and thirty-five percent to the aggrieved employees.

19 73. These penalties may be “stacked” separately for each of Defendants’ violations of the Labor
20 Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v. Towne Park,*
21 *Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O’Connor v. Uber*
22 *Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

23 74. Procedural Requirements Met. Plaintiff electronically filed a notice of claims with the LWDA
24 on May 5, 2025 and sent a copy to Defendants by certified mail. Plaintiff did not receive notice from the
25 LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the LWDA that it was
26 declining to investigate with the 65-day period under Labor Code § 2699.3. Since the LWDA took no steps
27 within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required
28 to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiff’s PAGA

1 Notice is attached herein as **Exhibit A**.

2 **NINTH CAUSE OF ACTION**

3 ***California Business & Professions Code §§ 17200, et seq.***

4 ***Unlawful Business Practices***

5 **(Plaintiff and Class Against Defendants)**

6 75. Plaintiff repeat and incorporate by reference every allegation in this complaint as if fully set
7 forth herein.

8 76. Defendant Cityfront Terrace is a “person(s)” as defined by California Business & Professions
9 Code § 17201, as they are a natural person, corporations, firms, partnerships, joint stock companies, and/or
10 associations.

11 77. Unlawful Business Practices. Defendants’ knowing violations of the Labor Code constitutes
12 an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

13 78. Defendants’ failure to abide by the laws discussed herein provided Defendants an unfair
14 advantage over their competitors at the expense of their workers. Instead, Defendants cuts corners in the
15 name of higher profits and at the expense of employee well-being. Defendants’ actions thereby constitute an
16 unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, et seq.

17 79. Relief. Plaintiff bring this cause of action seeking equitable and injunctive relief to stop
18 Defendant’s willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired
19 through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seek an
20 award of costs and attorneys’ fees pursuant to California Code of Civil Procedure § 1021.5.

21 **DEMAND FOR JURY TRIAL**

22 Pursuant to California Code of Civil Procedure § 631, Plaintiff demand a trial by jury on all issues so
23 triable.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff respectfully prays judgment as follows:

26 A. For an Order:

27 a. Certifying the Class;

28 b. Appointing Plaintiff as representatives of the Class;

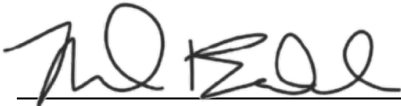
- 1 c. Appointing Plaintiff counsel as Class Counsel;
- 2 B. For actual and liquidated damages according to proof at trial;
- 3 C. For statutory and civil penalties and special damages, according to proof at trial;
- 4 D. For pre- and post-judgment interest on monetary damages;
- 5 E. For preliminary and permanent injunctive relief;
- 6 F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law; and
- 7 G. For such other relief as this Court deems just and proper.
- 8
- 9

10 Dated: July 10, 2025

Respectfully submitted,

11 **BARAHMAND LAW GROUP**

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13 By: 

14 Navid Barahmand, Esq.
15 Attorneys for Plaintiff

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EXHIBIT A

BARAHMAND LAW GROUP

7324 Sepulveda Boulevard, Suite B

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May 5, 2025

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Ste. 801

Oakland, CA 94612

Sent via U.S. Certified Mail and Email to: cm@cityfrontterrace.org

Human Resources Administrator

CITYFRONT TERRACE

HOMEOWNERS ASSOCIATION

500 West Harbor Drive

San Diego, California 92101

Tracking: 9589 0710 5270 1903 8545 82

Barbara Wilkinson – Agent for Service of Process

CITYFRONT TERRACE

HOMEOWNERS ASSOCIATION

10200 Willow Creek Road

San Diego, California 92131

Tracking: 9589 0710 5270 1903 8545 99

Re: Private Attorneys General Act (“PAGA”) Notice Letter of Kelly Acosta on Behalf of Herself and Aggrieved Employees Under California Labor Code Section 2699.3

Dear Sir/Madam:

We represent Kelly Acosta against Defendant Cityfront Terrace Homeowners Association (“Cityfront” or “Defendant”) in a lawsuit soon to be filed against Defendant in San Diego County Superior Court (the “Action”). A copy of the proposed PAGA Representative Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney’s General Act (“PAGA”) on behalf of those of Defendant’s employees employed from one year prior to filing of this Notice through trial (the “Aggrieved Employees”) for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to pay required overtime pursuant to Lab. Code §§ 510, 1198 (3-4) failing to provide rest and meal breaks pursuant to Lab. Code § 226.7(b); (5) failing to reimburse employees for business expenditures pursuant to Lab. Code §2802; and (6) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5 due to Defendant’s practices and policies.

Cityfront Terrace Homeowners Association
May 5, 2025

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'Navid Barahmand', written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosures: Exhibit A – PAGA Complaint

PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)

I, Jenie Diaz, am at least 18 years old and not a party to this action. I am employed in the County Los Angeles with the law offices of Barahmand Law Group and its business address is 23801 Calabasas Rd, Suite 2034, Calabasas, California 91302.

On **July 10, 2025**, I served the foregoing document(s):

PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT

on the person(s) listed below as follows:

KLINEDINST IRVINE

2 Park Plaza, Ste. 1250
Irvine, CA 92614

Attorneys for Defendant:

Cityfront Terrace Homeowners Association

Email: GGarbacz@klinedinstlaw.com
cmakua-lopez@klinedinstlaw.com

EPSTEN, APC

3111 Camino del Rio North, Ste 560
San Diego, California 92108

JEpsten@epsten.com

☐ [by MAIL] - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in Van Nuys, California, in a sealed envelope with postage fully prepaid.

☐ [by FAX] - Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at fax number(s) listed above from fax number (818) 574-3757. The machine printed a record of the transmission, and no error was reported by the machine.

☐ [by OVERNIGHT DELIVERY] - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.

☒ [by ELECTRONIC SERVICE] - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

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

Executed July 10, 2025, at Los Angeles, California.

By: /s/ Jenie Diaz
Jenie Diaz

PROOF OF SERVICE