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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Defendants.

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, LINDA WHITE (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants BEYOND A HOME LLC; KESHA RICHARDSON and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

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

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant KESHA RICHARDSON is and was a female resident of the State of California, and the owner, principal, director, and/or managing agent of BEYOND A HOME LLC. Defendant KESHA RICHARDSON is being included in this lawsuit pursuant to Labor Code Section 558.1 in that she was involved in the day-to-day operations of the business and controlled the wages, hours, and/or working conditions of Plaintiff and other similarly situated hourly, non-exempt employees. BEYOND A HOME LLC; KESHA RICHARDSON, and DOES 1 to 25, inclusive are collectively referred to as “Defendant(s)” or “BEYOND A HOME”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

1 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
2 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
3 defendants, numbers 1 to 25, reside in the State of California and are in some manner
4 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
5 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
6 and capacities of these fictitiously named defendants.

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8 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
9 that information and belief, alleges that at all times herein mentioned, each of the remaining
10 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
11 under the authority of their agency, employment, or representative capacity, with the consent
12 of his/her codefendants.

13 GENERAL ALLEGATIONS

14 7. Plaintiff started working for BEYOND A HOME in or around December 2022 as a
15 caregiver.

16 8. Plaintiff's employment ended on or around December 29, 2022.

17 9. During her tenure, Plaintiff was classified as an hourly, non-exempt employee.

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19 10. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
20 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
21 Security Services USA, Inc., an onsite security provider. After about a year of employment,
22 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
23 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
24 termination of employment and weekly payment of wages to temporary employees. The trial
25 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
26 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
27 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
28 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not

1 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
2 PAGA representative to sue for violations that the representative has personally suffered. The
3 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
4 and others. The statute also states that an “aggrieved employee” is “any person who was
5 employed by the alleged violator and against whom one or more of the alleged violations was
6 committed.” Because at least one of the violations that Huff had alleged had affected him
7 personally, the Court of Appeal denied Securitas’ motion.

8 11. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
9 other employees, it allows for suits broader than the specific violations the named employee
10 experienced. Therefore, even if the employee did not personally experience the Labor Code
11 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
12 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
13 other employees, including ALL hourly, non-exempt employees.

14 12. It is Plaintiff’s position that BEYOND A HOME has violated numerous Labor Code
15 Sections against Plaintiff and other similarly situated aggrieved employees, who include all non-
16 exempt, hourly employees who worked for BEYOND A HOME at their various locations in the
17 State of California during the relevant PAGA period.

18 13. BEYOND A HOME violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
19 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
20 including the statutory minimum wage for all hours worked and for “off the clock” work. This
21 is so because Plaintiff and others would consistently work through meal breaks even though they
22 were clocked out and “off the clock”. The latter would be akin to a minimum wage violation
23 wherein Plaintiff and others were not paid for all hours worked. In addition, BEYOND A HOME
24 had a company policy wherein they would disproportionately round down the number of hours
25 worked by Plaintiff and other aggrieved employees, resulting in “time shaving” and further
26 resulting in aggrieved employees not being paid for all hours worked.

27 14. Due to the above “off the clock” violations and due to company policy, BEYOND A
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HOME also violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff's and other aggrieved employees' actual work hours entitled them to overtime compensation, however, BEYOND A HOME did not compensate its hourly, non-exempt employees with the correct amount of overtime. Furthermore, BEYOND A HOME failed to include bonuses/incentive payments in calculating Plaintiff's and other employees' regular rate of pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into Plaintiff's and others' regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case. Furthermore, Plaintiff and others would not receive the proper overtime pay when working 7 consecutive days. There was a stretch wherein Plaintiff worked 10 consecutive days but was not paid the concomitant overtime.

15. BEYOND A HOME also violated Labor Code § 226.7 and Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and other similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. BEYOND A HOME did not completely relieve Plaintiff and others of all duty during said rest periods. BEYOND A HOME did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy for employees such as Plaintiff to take rest breaks. The concept of rest breaks was never discussed with employees nor was it ever implemented as it was not company policy. Moreover, it would not have been possible for employees such as Plaintiff to take such rest breaks due to having consistent job duties with respect to patients and being short staffed with too many patients. As such, the culture as well as the policies and procedures of BEYOND A HOME did not lend itself to the employees receiving statutory rest breaks wherein they were relieved of all work duties. The environment at BEYOND A HOME was not conducive to receiving statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

1 16. BEYOND A HOME violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
2 Commission Wage Order no. 4/5 because it failed to provide hourly, non-exempt employees,
3 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
4 (5) hours of work throughout their employment. BEYOND A HOME did not completely relieve
5 Plaintiff and other employees of all duty during said meal periods. BEYOND A HOME did not
6 pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular
7 rate of compensation for each workday that one or more statutory meal periods was not provided.
8 The hourly, non-exempt employees would often not be able to receive their meal periods before
9 the 5th hour worked due to the nature of their work and due to having too many patients to
10 monitor. The latter was the same reason that Plaintiff and others were not able to take
11 uninterrupted and complete meal periods wherein they were relieved of all work duties.
12 Furthermore, and as alluded to above, Plaintiff and others would also have to work through their
13 statutory breaks due to the workload. Like the rest breaks, receiving a thirty-minute uninterrupted
14 and timely meal break was not part of the company culture and was not enforced by BEYOND
15 A HOME. Consequently, it was the normal practice and custom of BEYOND A HOME not to
16 authorize, permit, and enforce timely statutory meal periods. If BEYOND A HOME had Plaintiff
17 sign a meal period waiver, it would not be valid and enforceable since Plaintiff and others
18 generally worked more than a 6-hour shift. If BEYOND A HOME had Plaintiff sign an on-duty
19 meal period agreement wherein Plaintiff agreed to work through the meal periods or stay on the
20 premises during meal periods, it would be invalid and unenforceable because the nature of
21 Plaintiff's jobs does not prevent her from taking a meal period. Moreover, any such "on duty"
22 meal period agreement did not allow for Plaintiff to revoke such an agreement even if it was
23 signed. As such, Plaintiff and others rarely received statutory, timely meal periods during their
24 employment.

25 17. If BEYOND A HOME argues that Plaintiff and others were actually paid for their
26 meal breaks, the latter would not mean there was no violation since Plaintiff and others were
27 essentially denied any meal breaks for them to rest and get something to eat. The solution for
28 BEYOND A HOME is not to keep their employees from taking meal periods, but to hire

1 additional staff and “breakers” to make sure that their medical staff and caregivers receive
2 statutory breaks.

3 18. To the extent that BEYOND A HOME argues that employees receive meal break
4 premium pay for missed meal periods, that argument is inconsequential for PAGA penalty
5 purposes since the PAGA penalties are for the violations themselves, irrespective of whether an
6 employee received the premium payment for a missed, short, or interrupted meal period.

7 In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give
8 employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour
9 of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in
10 original). Thus, the extra hour of pay does not excuse the violation; the employer has still
11 committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S.*
Bancorp, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4).

12 19. As such, the work environment and culture at BEYOND A HOME was not conducive to
13 receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or
14 rest break premiums paid were not compensated at the weighted average regular rate, inclusive
15 of bonuses and/or incentive payments.

16 20. Furthermore, during the relevant time period, and due to the above labor code violations,
17 BEYOND A HOME failed to pay Plaintiff and other similarly situated aggrieved employees all
18 wages due to them within any time period specified by California Labor Code section 204.

19 21. BEYOND A HOME was also in violation of California Labor Code section 226(a) by
20 failing to include pertinent information on the wage statements, including but not limited to, the
21 correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages
22 earned, net wages earned, premium pay for missed meal and rest breaks, all deductions, the
23 correct start and end of the pay period, all employee identifying information, the correct name
24 and address of the legal employer, and reimbursement for business expenses, among others. As
25 such, BEYOND A HOME did not provide Plaintiff and other similarly situated aggrieved
26 employees with complete, accurate itemized wage statements.

27 22. During the relevant time period, BEYOND A HOME also failed to keep accurate and
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complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff and others pursuant to California Labor Code sections 1174(d).

23. BEYOND A HOME also violated Labor Code § 203 because it willfully failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked, including minimum wages, overtime compensation, and premium pay for missed meal and rest breaks.

24. During the relevant time period, Plaintiff and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by BEYOND A HOME. These costs include, but are not limited to, use of personal phones for business-related purposes and uniforms as well as equipment such as thermometers. Accordingly, BEYOND A HOME was in violation of California Labor Code sections 2800 and 2802.

25. Moreover, BEYOND A HOME failed to provide sick pay pursuant to Labor Code section 246 and also failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved employees in violation of Labor Code Section 3700.5.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)

(Plaintiff against all named defendants and all DOE defendants)

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

27. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code of Regulations, Title 8, Section 11040/11050.

1 28. For the three (3) years preceding filing of this action, Defendants failed to compensate
2 Plaintiff for all hours worked.

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

6 30. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
7 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
8 this Court.

9 31. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
10 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
11 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
12 reasonable attorney's fees and costs of suit.

13 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
15 amount known to Plaintiff once she has obtained all of her payroll records from
16 Defendants.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

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

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.
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24 34. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
25 to suffer or permit a California employee to work without paying wages at the minimum wage
26 rate for all hours worked as required by the applicable Industrial Welfare Commission
27 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of
28 Regulations, Title 8, Section 11040/11050, subdivision 4.

1 35. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant
2 times, "hours worked" included "the time during which an employee is subject to the control of
3 an employer, and includes all the time the employee is suffered or permitted to work, whether
4 or not required to do so..."

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

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

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

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

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23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME**

25 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
26 **Regulations Title 8 Section 11040/11050; California Labor Code Section 510)**

27 **(Plaintiff against all named defendants and all DOE defendants)**
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1 40. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 39, inclusive, of this Complaint as though fully set forth herein.

3 41. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, Cal. Code of
4 Regs., Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were
5 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
6 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
7 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
8 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
9 week.

10 42. Plaintiff was a non-exempt employee entitled to the protections of the California
11 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
12 Title 8, Section 11040/11050.

13 43. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
14 single workday, forty (40) hours in a single workweek on numerous occasions, and over 7
15 consecutive days in a row.

16 44. Plaintiff was entitled to the above overtime premiums.

17 45. Defendants did not pay Plaintiff premium wages of at least one and one-half times
18 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
19 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
20 twelve (12) in a day.

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

23 47. Plaintiff worked at least one pay period in which he was not properly paid overtime
24 within the three (3) years prior to the initiation of this lawsuit.

25 48. Defendants know or should know the actual dates of overtime worked, the amount of
26 overtime worked, and the amount of unpaid overtime due.

27 49. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
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1 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
2 Court.

3 50. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
4 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the
5 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
6 reasonable attorney's fees and costs of suit.

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

10 **FOURTH CAUSE OF ACTION**

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

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

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 52. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 51, inclusive, of this Complaint as though fully set forth herein.

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

18 54. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
19 accurately reflected all information required by Labor Code Section 226, including but not
20 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
21 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
22 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
23 statements to Plaintiff in accordance with California Labor Code Section 226(a).

24 55. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
25 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
26 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
27 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
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reasonable attorney's fees.

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

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

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

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

59. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

60. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

61. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

62. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

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

4 64. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
5 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
6 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

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

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

12 **(California Labor Code Section 204)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 66. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 65, inclusive, of this Complaint as though fully set forth herein.

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

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

20 69. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
21 informed, believes, and thereon alleges, that all times relevant during the liability period,
22 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
23 including overtime hours, the minimum wage, and premium pay for missed meal and rest
24 breaks.

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

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

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

72. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 71, inclusive, of this Complaint as though fully set forth herein.

73. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.

The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;

- c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

- d. California Labor Code section 226.7, which states that (a) no employer shall require

1 any employee to work during any rest period mandated by an applicable order of
2 the Industrial Welfare Commission, and (b) if an employer fails to provide an
3 employee a rest period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one (1) additional hour
5 of pay at employee's regular rate of compensation for each work day that the rest
6 period is not provided.

7
8 74. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest
9 break after every four (4) hours of work or major fraction thereof, as required by California
10 law.

11 75. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
12 regulations, and wage orders alleged in this cause of action along with any allowable interest,
13 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
14 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

15 76. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
16 fees as well as interest under Labor Code section 218.6.

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

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO GIVE MEAL BREAKS**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 78. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

26 79. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 27 a. California Labor Code section 512(a), which requires that employees be given a 30-
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1 minute uninterrupted meal break after five (5) hours of work, and a second
2 uninterrupted meal break after ten (10) hours of work;

3 b. California Labor Code section 226.7, which states that (a) no employer shall require
4 any employee to work during any meal period mandated by an applicable order of
5 the Industrial Welfare Commission, and (b) if any employer fails to provide an
6 employee a meal period in accordance with an applicable order of the Industrial
7 Welfare Commission, the employer shall pay the employee one (1) additional hour
8 of pay at the employee's regular rate of compensation for each workday that the
9 meal period is not provided;
10

11 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
12 under Title 8 of the California Code of Regulations Section 11040/11050, which
13 states that if an employer fails to provide an employee a meal period in accordance
14 with the applicable provisions of the Wage Order, the employer shall pay the
15 employee one (1) hour of pay at the employee's regular rate of compensation for
16 each workday that the meal period is not provided;
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18 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
19 codified under Title 8 of the California Code of Regulations Section 11040/11050,
20 which requires an employer to maintain records documenting its employees' meal
21 periods;
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23 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
24 codified under California Code of Regulations Section 11040/11050, which
25 penalizes the employer \$50.00 for each initial violation, per employee, of any
26 provision of the Wage Order, and \$100.00 for each additional violation thereafter
27 per employee; and
28

1 f. California Labor Code section 1171 and 1173, which have given the California
2 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4
3 and 5) as enforceable law.

4 80. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
5 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
6 to take a second relieved meal break after ten (10) hours of work, as required by California
7 law. California Labor Code section 512(a) and California Industrial Welfare Commission
8 Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.
9 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
10 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
11 all work duty. California Labor Code section 226.7 provides that employers may not require
12 their employees to work through their meal periods. California Labor Code section 226.7 and
13 California Code of Regulations section 11040/11050 requires that if the employer fails to
14 provide the employee with an uninterrupted meal period, the employer must pay the employee
15 one (1) hour of pay for each work day that the meal period is not given.
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18 81. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
19 regulations, and wage orders alleged in this cause of action along with any allowable interest,
20 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
21 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

22 82. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
23 fees as well as interest under Labor Code section 218.6.

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

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2 **NINTH CAUSE OF ACTION**

3 **PRIVATE ATTORNEYS GENERAL ACT**

4 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
5 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174,**
6 **1174.5, 1194, 1197, 1198, 2800, 2802, 3700.5 and Wage Order no. 4/5**

7 **(Against all Named Defendants and all DOE Defendants)**

8 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.

10 85. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
11 Defendants of the specific violations of the California Labor Code that Defendants
12 and DOE defendants have violated and continue to violate.

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

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

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

25 89. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
26 violator and had one or more of the alleged violations committed against her, and therefore is
27 properly suited to represent the interests of other current and former hourly, non-exempt
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1 employees who worked for BEYOND A HOME at any of their various California locations
2 during the relevant PAGA period.

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

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

10 92. California Labor Code section 2699 et seq. imposes penalties upon culpable
11 Defendants for violating the Labor Code.

12 93. California Labor Code section 558 establishes a civil penalty as follows: Any
13 employer or other person action on behalf of an employer who violates, or causes to be
14 violated, a section of this chapter or any provision regulating hours and days of work in any
15 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
16 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
17 dollars (\$50) for each underpaid employee for each pay period for which the employee was
18 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid ...;

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

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

26 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
27 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2800,
28 2802, 3700.5 via 2698 and 2699 any other Labor Codes and Wage Orders (including no.

1 4/5) violated on the facts alleged in this Complaint.

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

6
7 **TENTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

9 **(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

10 97. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 96, inclusive, of this Complaint as thought fully set forth herein.

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

15 99. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
16 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
17 of completing her job duties, which were not reimbursed by Defendant. These expenses
18 include, but are not limited to, use of personal phones for business-related purposes and uniforms
19 as well as equipment such as thermometers

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

22
23 **ELEVENTH CAUSE OF ACTION**

24 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

25 **(California Business and Professions Code Section 17200)**

26 **(Plaintiff against Defendant BEYOND A HOME LLC and all DOE defendants)**

27 101. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 100, inclusive, of this Complaint as though fully set forth herein.

2 102. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
3 constitutes unfair and unlawful business practices under California Business and Professions
4 Code Section 17200, et seq.

5 103. Defendant's violations of the Labor Code constitutes a business practice because it
6 was done repeatedly over a significant period of time in a systematic manner that was
7 detrimental to Plaintiff.

8 104. For the four years preceding the filing of this action, Plaintiff has suffered damages
9 and request damages and/or restitution of all monies and profits to be disgorged from
10 Defendants in an amount according to proof at time of trial, but in excess of the
11 jurisdiction of this Court.

12 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
13 follows:

- 14 1. For compensatory damages, according to proof;
- 15 2. For special and consequential damages to the extent allowed by law;
- 16 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
17 at trial;
- 18 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
19 subject to proof at trial;
- 20 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
21 proof at trial;
- 22 6. For restitution and disgorgement for all unfair business practices by corporate
23 Defendant BEYOND A HOME LLC against Plaintiff in an amount subject to proof at
24 trial;
- 25 7. For an order enjoining corporate Defendant BEYOND A HOME LLC from further
26 unfair and unlawful business practices in violation of Business and Professions Code
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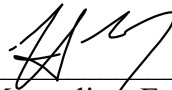
Sections 17200, et seq.;

8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
10. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
11. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
12. For the imposition of civil penalties and/or statutory penalties;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;
15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., the Labor Code generally, Code of Civil Procedure section 1021.5, and/or other applicable laws; and
16. For such other and further relief as this Court may deem proper.

DATED: March 28, 2023

MESSRELIAN LAW INC.

By



Harout Messrelian, Esq.

Attorneys for Plaintiff Linda White

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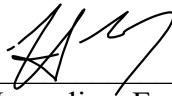
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2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
4

5 DATED: March 28, 2023

MESSRELIAN LAW INC.

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7 By  _____
8 Harout Messrelian, Esq.
9 Attorneys for Plaintiff Linda White
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