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Attorneys for Plaintiff Michele Watley, on behalf of herself, all others similarly situated, the general public, and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

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

MICHELE WATLEY, on behalf of herself and  
all others similarly situated and on behalf of the  
general public,

Plaintiff,

v.

GOOD GUARD SECURITY, INC., a  
California corporation; HALMAND  
TABIBZADA, an individual; SHAWN  
HELMANDI, an individual, and DOES 1  
through 10, inclusive,

Defendants.

CASE NO: 23STCV16123

**CLASS AND REPRESENTATIVE ACTION  
COMPLAINT FOR:**

**1. FAILURE TO PAY ALL WAGES DUE  
(LABOR CODE §§ 226.8, 510, 1174, 1174.5,  
1194, AND 1194.2; IWC WAGE ORDER 4-  
2001)**

**2. FAILURE TO PROVIDE MEAL  
PERIODS OR COMPENSATION IN LIEU  
THEREOF (LABOR CODE §§ 226.7, 512,  
1174, AND 1174.5; IWC WAGE ORDER 4-  
2001)**

**3. FAILURE TO PROVIDE REST  
PERIODS OR COMPENSATION IN LIEU  
THEREOF (LABOR CODE § 226.7; IWC  
WAGE ORDER 4-2001)**

**4. FAILURE TO REIMBURSE ALL  
BUSINESS-RELATED EXPENSES  
(LABOR CODE § 2802)**

**5. FAILURE TO COMPLY WITH  
ITEMIZED EMPLOYEE WAGE  
STATEMENT PROVISIONS (LABOR  
CODE § 226(a), (e))**

**6. FAILURE TO TIMELY PAY WAGES  
DUE AT SEPARATION OF  
EMPLOYMENT (LABOR CODE §§ 201-  
203)**

**7. VIOLATION OF BUSINESS AND  
PROFESSIONS CODE § 17200 ET SEQ.**

**8. CIVIL PENALTIES PURSUANT TO  
LABOR CODE § 2699(f) FOR  
VIOLATIONS OF LABOR CODE §§ 201,  
202, 203.1, 226(a), 226.7, 226.8, 510, 512,  
1174, 1174.5, 1194, AND 2802 AND  
PURSUANT TO LABOR CODE § 2699(a)  
FOR VIOLATIONS OF LABOR CODE §§  
226.3, 558, AND 558.1**

**DEMAND FOR JURY TRIAL**

1 Plaintiff MICHELE WATLEY (“Plaintiff”), individually and on behalf of all similarly  
2 situated individuals (the “Class”), on behalf of the general public, and as an “aggrieved employee”  
3 under the Labor Code Private Attorneys General Act of 2004, codified as Labor Code §§ 2698 *et seq.*,  
4 complains of GOOD GUARD SECURITY, INC., a California corporation, HALMAND  
5 TABIBZADA, an individual, SHAWN HELMANDI, an individual, and/or any subsidiaries or  
6 affiliated companies (hereinafter referred to as “Defendants”), as follows:

7 **I.**

8 **INTRODUCTION AND FACTUAL BACKGROUND**

9 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure § 382  
10 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other independent contractors and non-  
11 exempt employees who currently work or formerly worked for Defendants within the State of  
12 California.

13 2. For at least four (4) years prior to the filing of this action and continuing to the present  
14 (the “liability period”), Defendants have had consistent policies of misclassifying Plaintiff and Class  
15 I Members (as defined below) as independent contractors; failing to pay Plaintiff and Class I and  
16 Class II Members (as defined below) all minimum and overtime wages earned; failing to provide  
17 Plaintiff and Class I and II Members with legally compliant meal and rest periods, or compensation  
18 in lieu thereof; failing to reimburse Plaintiff and Class I and II Members for all necessary business-  
19 expenses incurred; failing to provide Plaintiff and Class I and II Members accurately itemized wage  
20 statements; failing to timely pay Plaintiff’s and Class I and II Members’ wages upon separation of  
21 employment; and failing to issue Plaintiff’s and Class I and II Members’ wages on checks with  
22 sufficient funds.

23 3. Plaintiff, on behalf of herself and members of each Class, brings this action pursuant  
24 to Labor Code §§ 201-203, 203.1, 226(a), 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1174.5,  
25 1194, 1194.2, and 2802 seeking compensation for all unpaid wages and expense reimbursement due,  
26 liquidated damages, unpaid meal and rest period premium wages, statutory penalties, injunctive and  
27 other equitable relief, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of herself and members of each Class, and pursuant to Business & Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages and expense reimbursement due to members of each Class.

5. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code § 2698 *et seq.*, seek civil penalties for Defendants' violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants contracted and/or employed Plaintiff and members of each Class in Los Angeles County, California.

## II.

## PARTIES

### A. Plaintiff

7. Plaintiff MICHELE WATLEY contracted with Defendants from September 2022 through January 2023 in Los Angeles County, California.

8. During her work with Defendants, Plaintiff was:

- a. Willfully misclassified as an independent contractor, rather than a non-exempt employee;
- b. Willfully denied the payment of all wages due;
- c. Willfully denied meal periods, or compensation in lieu thereof;
- d. Willfully denied rest periods, or compensation in lieu thereof;
- e. Willfully denied accurately itemized wage statements; and
- f. Willfully denied timely payment of all wages due at the separation of her employment; and
- g. Willfully denied the payment of her wages on checks with sufficient funds.

## B. Defendants

9. Defendant GOOD GUARD SECURITY, INC. is a California corporation that contracted and/or employed Plaintiff, members of each Class, and Aggrieved Employees in Los Angeles County, California.

1           10. Defendant HALMAND TABIBZADA is an individual and managing member of  
2 GOOD GUARD SECURITY, INC. As an owner, director, officer, and/or managing agent of GOOD  
3 GUARD SECURITY, INC., who directly and/or indirectly, or through an agent or some other person,  
4 engaged, suffered, and/or permitted Plaintiff and members of each Class to work and exercised  
5 control over their wages, hours, and working conditions, HALMAND TABIBZADA is personally  
6 liable for the violations alleged herein pursuant to *Martinez v. Combs* (2010) 49 Cal.4th 35 and  
7 pursuant to Labor Code § 558.1 for all claims pursuant to PAGA.

8           11. Defendant SHAWN HELMANDI is an individual and managing member of GOOD  
9 GUARD SECURITY, INC. As an owner, director, officer, and/or managing agent of GOOD GUARD  
10 SECURITY, INC., who directly and/or indirectly, or through an agent or some other person, engaged,  
11 suffered, and/or permitted Plaintiff and members of each Class to work and exercised control over  
12 their wages, hours, and working conditions, SHAWN HELMANDI is personally liable for the  
13 violations alleged herein pursuant to *Martinez v. Combs* (2010) 49 Cal.4th 35 and pursuant to Labor  
14 Code § 558.1 for all claims pursuant to PAGA.

15           12. The true names and capacities, whether individual, corporate, associate, or otherwise,  
16 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who  
17 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is  
18 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a  
19 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will  
20 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants  
21 designated hereinafter as DOES when such identities become known.

22           13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted  
23 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,  
24 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally  
25 attributable to the other Defendants.

26           14. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting  
27 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more  
28 provisions of the California Labor Code as alleged herein.

1 **III.**

2 **CLASS ACTION ALLEGATIONS**

3 15. Plaintiff brings this action on behalf of herself, and all others similarly situated as a  
4 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the  
5 following Classes composed of and defined as follows:

6 **CLASS I**

7 All independent contractors who currently work or formerly worked in  
8 California for Defendants at any time since the date four years  
9 preceding the filing of this Action, plus any additional time tolled by  
10 the California State Judicial Council pursuant to Emergency Rule 9 in  
11 response to the COVID-19 pandemic, and continuing through the  
12 present.

13 **CLASS II**

14 All non-exempt employees who currently work or formerly worked in  
15 California for Defendants at any time since the date four years  
16 preceding the filing of this Action, plus any additional time tolled by  
17 the California State Judicial Council pursuant to Emergency Rule 9 in  
18 response to the COVID-19 pandemic, and continuing through the  
19 present.

20 16. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or  
21 modify these Class descriptions with greater specificity or further division into subclasses or  
22 limitation to particular issues.

23 17. This action has been brought and may properly be maintained as a class action under  
24 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of  
25 interest in the litigation and the proposed Classes are easily ascertainable.

26 **A. Numerosity**

27 18. The potential Class I and II Members (collectively, the “Class Members”) as defined  
28 are so numerous that joinder of all Class Members is impracticable. While the precise number of

1 Class Members has not been ascertained at this time, Plaintiff is informed and believes, and based  
2 thereon alleges, that Defendants currently contract with and/or employ, and during the relevant time  
3 periods contracted with and/or employed, over 50 persons in the State of California who fall within  
4 the Class definitions.

5 19. Accounting for turnover during the relevant period necessarily increases this number.  
6 Plaintiff alleges Defendants' employment records would provide information as to the number and  
7 location of Class Members. Joinder of Class Members is not practicable.

8 **B. Commonality**

9 20. There are questions of law and fact common to each Class that predominate over any  
10 questions affecting only individual Class Members. These common questions of law and fact include,  
11 without limitation:

- 12 a. Whether Defendants misclassified Plaintiff and Class I Members as  
13 independent contractors, in violation of Labor Code § 226.8;
- 14 b. Whether Defendants failed to pay all wages due to Plaintiff and Class I and II  
15 Members, in violation of Labor Code §§ 226.8, 510, 1174, 1174.5, 1194, and  
16 1194.2 and IWC Wage Order 4-2001;
- 17 c. Whether Defendants failed to properly provide meal periods or compensation  
18 in lieu thereof to Plaintiff and Class I and II Members, in violation of Labor  
19 Code §§ 226.7, 512, 1174, and 1174.5 and IWC Wage Order 4-2001;
- 20 d. Whether Defendants failed to properly provide rest periods or compensation in  
21 lieu thereof to Plaintiff and Class I and II Members, in violation of Labor Code  
22 § 226.7 and IWC Wage Order 4-2001;
- 23 e. Whether Defendants failed to reimburse Plaintiff and Class I and II Members  
24 for all business-related expenses incurred, in violation of Labor Code § 2802;
- 25 f. Whether Defendants failed to provide Plaintiff and Class I and II Members  
26 with accurately itemized wage statements, in accordance with Labor Code §  
27 226(a), (e);  
28

- 1                   g.       Whether Defendants failed to timely pay Plaintiff and Class I and II Members  
2                   all wages due and owing at the separation of their employment, in violation of  
3                   Labor Code §§ 201-203;  
4                   h.       Whether Defendants failed to issue Plaintiff's and Class I and II Members'  
5                   wages on checks with sufficient funds, in violation of Labor Code § 203.1; and  
6                   i.       Whether Plaintiff and Class Members are entitled to equitable relief pursuant  
7                   to Business & Professions Code § 17200 *et seq.*

8       **C.     Typicality**

9           21.     The claims of the named Plaintiff are typical of the claims of all Class Members.  
10       Plaintiff and all Class Members sustained injuries and damages arising out of and caused by  
11       Defendants' common course of conduct in violation of laws, regulations that have the force and effect  
12       of law, and statutes as alleged herein.

13       **D.     Adequacy of Representation**

14           22.     Plaintiff will fairly and adequately represent and protect the interests of all Class  
15       Members. Counsel who represents Plaintiff are competent and experienced in litigating large  
16       employment class actions.

17       **E.     Superiority of Class Action**

18           23.     A class action is superior to other available means for the fair and efficient adjudication  
19       of this controversy. Individual joinder of all proposed Class Members is not practicable, and  
20       questions of law and fact common to the proposed Classes predominate over any questions affecting  
21       only individual members of the proposed Classes. Each member of the proposed Classes has been  
22       damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

23           24.     Class action treatment will allow those similarly situated persons to litigate their  
24       claims in the manner that is most efficient and economical for the parties and the judicial system.  
25       Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this  
26       action that would preclude its maintenance as a class action.

27       ///

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1 IV.

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **PLAINTIFF AND CLASS I AND II AGAINST ALL DEFENDANTS**

5 **FAILURE TO PAY ALL WAGES DUE**

6 **(LABOR CODE §§ 226.8, 510, 1174, 1174.5, 1194, AND 1194.2; IWC WAGE ORDER 4-2001)**

7 25. Plaintiff incorporates paragraphs 1 through 24 of this Complaint as though fully set  
8 forth herein.

9 26. During the liability period, Defendants misclassified Plaintiff and Class I Members as  
10 independent contractors, instead of non-exempt employees, in violation of Labor Code §  
11 226.8. Defendants controlled their wages, hours, and working conditions. California uses the ABC  
12 Test to determine if an employee is properly classified as an independent contractor. Under the ABC  
13 Test, a worker is considered an employee and not an independent contractor unless the hiring entity  
14 establishes all of the following conditions: (A) that the worker is free from the control and direction  
15 of the hiring entity in connection with the performance of the work, both under the contract for the  
16 performance of the work and in fact; (B) that the worker performs work that is outside the usual  
17 course of the hiring entity's business; and (C) that the worker is customarily engaged in an  
18 independently established trade, occupation, or business of the same nature as that involved in the  
19 work performed. None of the elements of the ABC Test are satisfied here and Plaintiff and Class I  
20 Members should have been classified as non-exempt employees.

21 27. Defendants also failed to compensate Plaintiff and Class Members with all minimum  
22 and overtime wages earned, in violation of Labor Code §§ 510, 1194, and 1194.2. Defendants  
23 required Plaintiff and Class Members to be on-call, under Defendants' control, with substantial  
24 restrictions, without pay. Defendants did not compensate them for time spent on-call, notwithstanding  
25 the fact they were subject to Defendants' control during this on-call time. An employer is obligated  
26 to pay the wages of an hourly employee for all time that the employee is under the control of her  
27 employer, and this includes all the time the employee is suffered or permitted to work, whether or not  
28 required to do so. When Plaintiff and Class Members were on-call, they were under the control of

1 Defendant and required to be compensated for all hours worked. Defendants, however, failed to do  
2 so. These instances deprived Plaintiff and Class Members of significant hours worked and minimum  
3 and overtime wages due. Defendants also failed to retain accurate records in accordance with Labor  
4 Code §§ 1174 and 1174.5, including for employees' start and end times for every standby/on-call  
5 shift.

6 28. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due,  
7 Plaintiff and Class Members have been deprived of wages in amounts to be determined at trial, and  
8 are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and  
9 costs, pursuant to Labor Code § 1194, and liquidated damages pursuant to Labor Code § 1194.2.

10 Wherefore, Plaintiff and the Classes she seeks to represent request relief as described below.

11 **V.**

12 **SECOND CAUSE OF ACTION**

13 **PLAINTIFF AND CLASS I AND II AGAINST ALL DEFENDANTS**

14 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

15 **(LABOR CODE §§ 226.7, 512, 1174, AND 1174.5; IWC WAGE ORDER 4-2001)**

16 29. Plaintiff incorporates paragraphs 1 through 28 of this Complaint as though fully set  
17 forth herein.

18 30. Plaintiff and Class Members are entitled to one hour of pay for each day that  
19 Defendants failed to properly provide one or more compliant meal periods as set forth in Labor Code  
20 §§ 226.7 and 512 and IWC Wage Order 4-2001.

21 31. Defendants failed to pay premium wages to Plaintiff and Class Members who were  
22 denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001.  
23 Plaintiff and Class Members were routinely denied, and not authorized to take, a proper, timely,  
24 uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second  
25 proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours,  
26 but were not paid premium wages of one hour's pay for each missed first or second meal period.  
27 When they were able to take a meal period, they were cut short, late or they were required to remain  
28 on their work premises, thereby resulting in an on-duty meal period. Defendants also failed to

1 maintain accurate meal period records showing the start and stop time of meal periods. This violates  
2 Labor Code §§ 226.7, 512, 1174, and 1174.5 and IWC Wage Order 4-2001.

3 32. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001, Plaintiff  
4 seeks the payment of all unpaid meal period compensation which she and all Class Members are  
5 owed, according to proof.

6 Wherefore, Plaintiff and the Classes she seeks to represent request relief as described below.

7 **VI.**

8 **THIRD CAUSE OF ACTION**

9 **PLAINTIFF AND CLASS I AND II AGAINST ALL DEFENDANTS**

10 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

11 **(LABOR CODE § 226.7 AND IWC WAGE ORDER 4-2001)**

12 33. Plaintiff incorporates paragraphs 1 through 32 of this Complaint as though fully set  
13 forth herein.

14 34. Plaintiff and Class Members are entitled to one hour of pay for each day that  
15 Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7  
16 IWC Wage Order 4-2001.

17 35. Defendants fail to pay premium wages to Plaintiff and Class Members who were  
18 denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Plaintiff  
19 and Class Members were routinely unable to take a 10-minute rest period for every four (4) hours of  
20 work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed  
21 rest period. When Plaintiff and Class Members were able to take a rest period, they were oftentimes  
22 late, cut short, or they were required to remain on their work premises, thereby resulting in an on-  
23 duty rest period, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001.

24 36. Pursuant to Labor Code § 226.7 and IWC Wage Order 4-2001, Plaintiff seeks the  
25 payment of all rest period compensation which she and all Class Members are owed, according to  
26 proof.

27 Wherefore, Plaintiff and the Classes she seeks to represent request relief as described below.

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**VII.**

**FOURTH CAUSE OF ACTION**

**PLAINTIFFS AND CLASS I AND II AGAINST ALL DEFENDANTS**

**FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES**

**(LABOR CODE § 2802)**

37. Plaintiff incorporates paragraphs 1 through 36 of this Complaint as though fully set forth herein.

38. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse Plaintiff and Class Members for all out-of-pocket expenses incurred by them in the performance of their job duties.

39. Plaintiff and Class Members are required to incur work-related expenses, but are not fully reimbursed by Defendants for these expenses.

40. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at the time of trial.

41. Pursuant to Labor Code § 2802, Plaintiff and all Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiff and the Classes she seeks to represent request relief as described below.

**VIII.**

**FIFTH CAUSE OF ACTION**

**PLAINTIFF AND CLASS I AND II AGAINST ALL DEFENDANTS**

**FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT**

**PROVISIONS**

**(LABOR CODE § 226(a), (e))**

42. Plaintiff incorporates paragraphs 1 through 41 of this Complaint as though fully set forth herein.

43. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized

1 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)  
2 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-  
3 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee  
4 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period  
5 for which the employee is paid, (7) the name of the employee and only the last four digits of his or  
6 her social security number or an employee identification number other than a social security number,  
7 (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly  
8 rates in effect during the pay period and the corresponding number of hours worked at each hourly  
9 rate by the employee. Defendants have failed to comply with Labor Code § 226(a).

10 44. Defendants failed to issue Plaintiff and Class Members any wage statements or wage  
11 statements that included all information required by Labor Code § 226(a).

12 45. As a consequence of Defendants' willful conduct in failing to provide Class Members  
13 with complete and accurate wage statements, Plaintiff and Class Members have been injured because  
14 they are not able to ascertain any of the information required by Labor Code § 226(a). As a result,  
15 Plaintiff and all Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover  
16 the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100  
17 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of  
18 \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to  
19 Labor Code § 226(h).

20 Wherefore, Plaintiff and the Classes she seeks to represent request relief as described below.

21 **IX.**

22 **SIXTH CAUSE OF ACTION**

23 **PLAINTIFF AND CLASS I AND II AGAINST ALL DEFENDANTS**

24 **FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

25 **(LABOR CODE §§ 201-203)**

26 46. Plaintiff incorporates paragraphs 1 through 45 of this Complaint as though fully set  
27 forth herein.

47. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

48. Defendants paid Plaintiff and Class Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members were not paid all wages due and owing throughout the course of their employment, as detailed above. Consequently, at the time of their separation from employment with Defendants, they were not paid all final wages due and owing for the entirety of their employment. In addition, when Plaintiff was terminated, Defendants issued her final wages weeks after she was terminated. This violates Labor Code §§ 201-203 and is alleged on behalf of Plaintiff and certain Class Members no longer employed by Defendants.

49. More than 30 days have passed since Plaintiff and Class Members have left Defendants' employ.

50. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

Wherefore, Plaintiff and the Classes she seeks to represent request relief as described below.

**X.**

## SEVENTH CAUSE OF ACTION

**PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

## UNFAIR COMPETITION PURSUANT TO

**BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

51. Plaintiff incorporates paragraphs 1 through 50 of this Complaint as though fully set forth herein.

1           52.     This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and  
2 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant  
3 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this  
4 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,  
5 and all Class Members. Plaintiff seeks to enforce important rights affecting the public interest within  
6 the meaning of Code of Civil Procedure § 1021.5.

7           53.     Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,  
8 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other  
9 appropriate equitable relief.

10          54.     Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business  
11 practices.

12          55.     Wage and hour laws express fundamental public policies. Properly providing  
13 employees with all wages and expense reimbursement due is a fundamental public policy of this State  
14 and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce  
15 vigorously minimum labor standards, to ensure that employees are not required or permitted to work  
16 under substandard and unlawful conditions, and to protect law-abiding employers and its employees  
17 from competitors who lower their costs by failing to comply with minimum labor standards.

18          56.     Defendants have violated statutes and public policies. Through the conduct alleged  
19 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have  
20 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair  
21 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,  
22 and all persons similarly situated, and all interested persons of rights, benefits, and privileges  
23 guaranteed to all employees under law.

24          57.     Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of  
25 §17200 *et seq.* of the Business & Professions Code.

26          58.     Defendants, by engaging in the conduct herein alleged, either knew or in the exercise  
27 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §  
28 17200 *et seq.* of the Business & Professions Code.

59. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

60. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff and all Class Members to the money Defendants have unlawfully failed to pay.

**XI.**

## EIGHTH CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS  
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF  
LABOR CODE §§ 201, 202, 203.1, 226(a), 226.7, 226.8, 510, 512, 1174, 1174.5, 1194, AND  
2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR  
CODE §§ 226.3, 558, AND 558.1**

61. Plaintiff incorporates paragraphs 1 through 65 of this Complaint as though fully set forth herein.

62. As a result of the acts alleged above, including the Labor Code violations set forth herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* In addition, Defendants frequently paid Plaintiff and Aggrieved Employees with paychecks that were subsequently refused payment as Defendants had insufficient funds in their account upon which the paychecks were drawn at the time of its payment, in violation of Labor Code § 203.1.

63. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 203.1, 226(a), 226.7, 226.8, 510, 512, 1174, 1174.5, 1194, and 2802; and

b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 226.3, 558, and 558.1.

64. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

65. On April 24, 2023, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of April 24, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

### **RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages and liquidated damages pursuant to Labor Code §§ 1194 and 1194.2, respectively, in the amount of all unpaid wages due to Plaintiff and Class I and II Members;
2. For compensatory damages in the amount of one hour of wages for each day on which a rest period was not properly provided to Plaintiff and Class I and II Members pursuant to Labor Code § 226.7;
3. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class I and II Members pursuant to Labor Code §§ 226.7 and 512;
4. For reimbursement of all expenses incurred by Plaintiffs and Class I and II Members pursuant to Labor Code § 2802;
5. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class I and II Members;
6. For penalties pursuant to Labor Code § 203 for Plaintiff and Class I and II Members;

7. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class I and II Members;
8. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
9. An award of prejudgment and post-judgment interest;
10. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), 2802, and other applicable law;
11. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), 2802, and other applicable law; and
12. Such other and further relief as this Court may deem just and proper.

Dated: July 11, 2023

Respectfully submitted,

GAINES & GAINES  
A Professional Law Corporation

By: *Daniel F. Gaines*  
DANIEL F. GAINES  
ALEX P. KATOFISKY  
Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: July 11, 2023

Respectfully submitted,

GAINES & GAINES  
A Professional Law Corporation

By: *Daniel F. Gaines*  
DANIEL F. GAINES  
ALEX P. KATOFISKY  
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