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David W. Slayton,
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By D. Jackson Aubry, Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 TIARA BALDWIN EKADI, an individual,
11 Plaintiff,

12 v.

13 DESERT VIEW HOSPICE, INC., a
14 corporation; and DOES 1 through 20, inclusive,
15 Defendants.

Case No. 23STCV13904

COMPLAINT FOR DAMAGES FOR:

1. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
2. **FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
3. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
4. **FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES (CAL. LABOR CODE §2802)**
5. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
6. **LATE PAYMENT PENALTIES (CAL. LABOR CODE §§204, 210);**
7. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
8. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ);**
9. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**

DEMAND OVER \$25,000

1 [DEMAND FOR JURY TRIAL]
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5 COMES NOW PLAINTIFF, TIARA BALDWIN EKADI, and for causes of action against
6 the Defendants and each of them, alleges as follows:
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8 **JURISDICTION**

9 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
10 because Defendants' obligations and liability arise therein, and because the work that is the subject of
11 this action was performed by Plaintiff in various counties including Los Angeles County.
12

13 **THE PARTIES**

14 2. Plaintiff, TIARA BALDWIN EKADI, is and at all times relevant hereto was a resident of
15 the County of San Bernardino, State of California.

16 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
17 hereto, Defendant DESERT VIEW HOSPICE INC. (hereinafter referred to as "Employer" or
18 "Defendant") was and is a California corporation doing business at 14388 Park Avenue, Suite 4,
19 Victorville, in the County of San Bernardino, State of California.

20 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
21 hereto, Employers owned and operated a private palliative and hospice care business.

22 5. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
23 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
24 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
25 persons and are therefore subject to the jurisdiction of this Court.

26 6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
27 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
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1 Commission Order No. 4-2001, and are each an "employer or other person acting on behalf of an
2 employer" as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

3 7. The true names and capacities, whether individual, corporate, associate, or otherwise, of
4 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
5 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
6 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
7 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
8 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
9 alleged hereinafter.

10 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
11 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
12 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
13 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
14 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
15 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

16 9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
17 of them, including those defendants named as DOES 1-20 acted in concert with one another to commit
18 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
19 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
20 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
21 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
22 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
23 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
24 actually causing Plaintiff harm.

25 10. Whenever and wherever reference is made in this complaint to any act or failure to act by
26 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
27 and/or failures to act by each Defendant acting individually, jointly and severally.

ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER

11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

12. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including, but not limited to because:

a. Employers are completely dominated and controlled by one another and DOES 1-20, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

b. Employers and DOES 1-20 derive actual and significant monetary benefits by and through one another's unlawful conduct, and by using one another as the funding source for their own personal expenditures.

c. Employers and DOES 1-20, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

d. Employers do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. The business affairs of Employers and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

13. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

15. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS

16. On or about May 24, 2021, Employers hired Plaintiff to work as a licensed vocational nurse. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before Plaintiff was wrongfully terminated on or about April 11, 2022.

Misclassification as Exempt

17. Even though Plaintiff was a laborer, Defendants misclassified Plaintiff as exempt, and paid Plaintiff only a daily wage rate via payroll check with itemized deductions and taxes withheld.

18. At all times relevant hereto, Plaintiff was not exempt pursuant to Labor Code §515, including because:

1 a. Plaintiff's duties and responsibilities did not involve the management of the
2 enterprise in which Plaintiff was employed or of a customarily recognized department or subdivision
3 thereof;

4 b. Plaintiff is and was not licensed or certified by the State of California nor was
5 Plaintiff primarily engaged in the practice of one of the following recognized professions: law, medicine,
6 dentistry, optometry, architecture, engineering, teaching, or accounting, nor was Plaintiff primarily
7 engaged in an occupation commonly recognized as a learned or artistic profession as such term is defined
8 by Wage Order 5;

9 c. Plaintiff's duties and responsibilities did not involve either the performance of
10 office or non-manual work directly related to management policies or general business operations of
11 Plaintiff's employer or Plaintiff's employer's customers, or the performance of functions in the
12 administration of a school system, or educational establishment or institution, or of a department or
13 subdivision thereof, in work directly related to the academic instruction or training carried on therein;

14 d. Plaintiff did not have the authority to hire or fire other employees, nor were
15 Plaintiff's suggestions and recommendations as to the advancement and promotion or any other change
16 of status of other employees given any weight;

17 e. Plaintiff did not customarily and regularly exercise discretion and independent
18 judgment in performing Plaintiff's work duties;

19 f. Plaintiff did not perform under only general supervision work along specialized or
20 technical lines requiring special training, experience, or knowledge;

21 g. Plaintiff did not perform under only general supervision special assignments and
22 tasks;

23 h. Plaintiff did not spend more than one-half of Plaintiff's work time engaged in
24 exempt work; and

25 i. Plaintiff did not earn a monthly salary equivalent to no less than two times the
26 statement minimum wage for full-time employment.

27 19. Because Employers misclassified Plaintiff as exempt, Plaintiff was only paid a flat daily
28 wage rate of \$40.00, rather than for each hour worked. Pursuant to Labor Code § 515(d)(2), salary is

1 deemed to provide compensation only for the employee's regular, non-overtime hours, notwithstanding
2 any private agreement to the contrary. As a result, Plaintiff was paid no wages at all for hours beyond 8
3 in a day, or 40 in a week. Based upon Plaintiff's salary, pursuant to Labor Code §515(d)(1), Plaintiff's
4 hourly wage rate is 1/40th of the Plaintiff's weekly salary, or \$4.00.

5 20. Because Employers misclassified Plaintiff as an exempt employee, at no time during
6 Plaintiff's employment was Plaintiff paid minimum wage for all hours worked, paid overtime premiums,
7 nor was Plaintiff provided with uninterrupted 10-minute rest periods as required by law, with
8 uninterrupted meal periods as required by law, or with itemized wage statements as required by law.

9 21. Between May 24, 2021 and April 11, 2022, Plaintiff's was paid a daily wage rate of
10 \$40.00. During this time period, Plaintiff's fixed schedule was four days per week, Monday through
11 Thursday, for approximately 10 hours per day.

12 22. Throughout Plaintiff's employment, Plaintiff was not paid minimum wage for all hours
13 worked. Since Plaintiff worked 10 hours per day, and was paid a daily wage rate of \$40.00, Plaintiff was
14 only paid \$4.00 per hour, which is well below the statutory minimum wage.

15 23. Plaintiff worked approximately 8 overtime hours each week, but was not paid for these
16 hours at all.

17 24. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
18 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
19 thereof.

20 25. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
21 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
22 worked. One or more of Plaintiff's 30-minute meal periods were not provided or were interrupted
23 approximately 4 times per week.

24 26. Defendants have failed and refused to reimburse Plaintiff for all necessary business
25 expenditures, including: for miles travelled, sanitizing wipes, protective masks, gloves, and use of
26 Plaintiff's cellular phone, computer, and printer.

1 **FIRST CAUSE OF ACTION**
2 **FOR FAILURE TO PAY WAGES DUE**
3 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
4 **AGAINST ALL DEFENDANTS**

5 27. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
6 though set forth in full herein.

7 28. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
8 required by 8 Code of Regulations §11040, as set forth hereinabove. As alleged herein, Defendants
9 routinely failed to pay Plaintiff for hours worked beyond eight in a day or 40 per week.

10 29. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
11 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

12 30. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
13 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
14 recover such amounts, plus interest thereon, attorneys' fees and costs.

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16 **SECOND CAUSE OF ACTION**
17 **FOR FAILURE TO PAY MINIMUM WAGES**
18 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
19 **AGAINST ALL DEFENDANTS**

20 31. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
21 though set forth in full herein.

22 32. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
23 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
24 hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum
25 wage for every hour worked.

26 33. The historical minimum wage requirements in California are as follows:
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Schedule for California Minimum Wage rate 2017-2023.

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2017	\$10.00/hour	\$10.50/hour
January 1, 2018	\$10.50/hour	\$11.00/hour
January 1, 2019	\$11.00/hour	\$12.00/hour
January 1, 2020	\$12.00/hour	\$13.00/hour
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.00/hour	

34. In the four years immediately preceding the filing of this complaint, Employers failed and refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code §1182.12, in each of the following ways:

a. From approximately May 21, 2021 to December 31, 2022, Plaintiff worked approximately 8 hours per day, and was paid only \$4.00 per hour, which is less than the statutory minimum wage. Thus, Plaintiff is owed \$10,240.00, calculated at 32 hours per week, for 32 weeks, at \$10.00 per hour (\$14.00-\$4.00). During this same time period, Plaintiff worked approximately 2 hours per day without getting paid anything. Therefore, Plaintiff is owed \$3,584.00, calculated at 8 hours per week, for 32 weeks, at \$14.00 per hour.

b. From approximately January 1, 2022 to April 11, 2022 Plaintiff worked approximately 8 hours per day, and was paid only \$4.00 per hour, which is less than the statutory minimum wage. Thus, Plaintiff is owed \$4,928.00, calculated at 32 hours per week, for 14 weeks, at \$11.00 per hour (\$15.00-\$4.00). During this same time period, Plaintiff worked approximately 2 hours per day without getting paid anything. Therefore, Plaintiff is owed \$1,680.00, calculated at 8 hours per week, for 14 weeks, at \$15.00 per hour.

35. Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid minimum wages in the amount of \$20,432.00.

1 36. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is
2 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action
3 for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between
4 the straight time compensation paid and applicable minimum wage, including interest thereon.

5 37. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable
6 attorneys' fees and costs incurred by Plaintiff in this action.

7 38. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
8 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
9 additional \$20,432.00, plus interest thereon.

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11 **THIRD CAUSE OF ACTION**
12 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
13 **LABOR CODE §§510, 1194**
14 **AGAINST ALL DEFENDANTS**

15 39. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
16 though set forth in full herein.

17 40. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
18 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
19 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
20 hours in a single day. It also requires employers to pay their non-exempt employees overtime
21 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
22 work week, and double-time compensation for any work done beyond the first eight hours on the seventh
23 consecutive day of work.

24 41. At all relevant times, Defendants required Plaintiff to work more than eight hours per
25 day and/or more than 40 hours per workweek.

26 42. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
27 compensation required by Labor Code §510, 8 Code of Regulations §11400, and Industrial Welfare
28 Commission Order No. 4-2001.

1 43. In the four years last past, Plaintiff worked 8 hours of overtime each week, all of which
2 should have been paid at 1.5 times Plaintiff's regular hourly wage rate at that time. Defendants failed
3 to pay Plaintiff the requisite overtime wages in each of the following ways in the four years
4 immediately preceding the filing of this complaint:

5 a. From approximately May 24, 2021 to December 31, 2021, the statutory overtime
6 rate was \$21.00. During this time period, Plaintiff worked an average of 8 hours of overtime each week,
7 for 32 weeks, or 256 hours, but did not receive any wages for these hours at all. Therefore, less the
8 minimum wage portion of \$14.00 per hour which Plaintiff has already claimed in the preceding cause of
9 action, Plaintiff is owed \$7.00 for each of those hours, totaling \$1,792.00.

10 b. From approximately January 1, 2022 to April 11, 2022, Plaintiff's hourly overtime
11 rate was \$22.50. During this time period, Plaintiff worked an average of 8 hours of overtime each week,
12 for 14 weeks, or 112 hours, but did not receive any wages for these hours at all. Therefore, less the
13 minimum wage portion of \$15.00 per hour which Plaintiff has already claimed in the preceding cause of
14 action, Plaintiff is owed \$7.50 for each of those hours, totaling \$840.00.

15 44. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
16 Code §510, 8 Code Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

17 45. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
18 of \$2,632.00, above and beyond the minimum wages sought in the preceding cause of action for these
19 same hours.

20 46. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
21 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
22 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

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FOURTH CAUSE OF ACTION
FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES
LABOR CODE §2802
AGAINST ALL DEFENDANTS

47. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

48. Pursuant to Labor Code §450(a), "no employer...may compel or coerce any employee...to patronize his or her employer, or any other person, in the purchase of any thing of value."

49. Pursuant to Labor Code §2802(a), "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

50. Plaintiff was required by Defendants to expend Plaintiff's personal funds because of the duties required by Defendants, as alleged hereinabove.

51. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse Plaintiff for all necessary expenditures incurred in the performance of Plaintiff's duties.

52. Defendants have failed and refused to reimburse Plaintiff for all necessary business expenditures, including: for miles travelled, sanitizing wipes, protective masks, gloves, and use of Plaintiff's cellular phone, computer, and printer.

53. As a proximate result of the aforementioned violations of Labor Code §§450(a) and 2502(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary aforementioned expenditures.

54. As a proximate result of the aforementioned violations of Labor Code §§450(a) and 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial, but estimated as follows: \$391.65 for miles travelled by Plaintiff; \$1,500.00 for the cost of sanitizing wipes, protective masks and gloves; \$400.00 for the cost of the computer Plaintiff used to perform her job duties; \$1,000.00 for the use of Plaintiff's cellular phone, and \$315.00 for the use of Plaintiff's printer.

55. In the four years preceding this action, therefore, Defendants have at the very least failed to reimburse Plaintiff for approximately \$3,606.65.

1 56. Pursuant to Labor Code §2802(b), Plaintiff requests that the Court award interest at the
2 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary
3 expenditure or loss.

4 57. Pursuant to Labor Code §2802(c), Plaintiff requests that the Court award Plaintiff
5 reasonable attorneys' fees and costs incurred in this action.

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7 **FIFTH CAUSE OF ACTION**
8 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
9 **LABOR CODE §§226.7, 512**
10 **AGAINST ALL DEFENDANTS**

11 58. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

13 59. Labor Code §512 requires employers to provide every employee with an uninterrupted
14 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

15 60. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
16 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
17 thereof.

18 61. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and
19 was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each
20 day of work.

21 62. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed
22 to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the
23 applicable sections of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-
24 2001, as follows:

25 a. From approximately May 24, 2021 to December 31, 2021, Plaintiff's statutory 30-
26 minute meal periods were missed, interrupted or cut short approximately 4 times per week for 32 weeks,
27 or on approximately 128 days. During this same time period, Plaintiff was deprived of one or more of
28 Plaintiff's statutory 10-minute rest periods on approximately 128 days (4 days per week for 32 weeks).

1 b. From approximately January 1, 2022 to April 11, 2022, Plaintiff's statutory 30-
2 minute meal periods were missed, interrupted or cut short approximately 4 times per week for 14 weeks,
3 or on approximately 56 days. During this same time period, Plaintiff was deprived of one or more of
4 Plaintiff's statutory 10-minute rest periods on approximately 56 days (4 days per week for 14 weeks).

5 63. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8
6 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently,
7 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
8 whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of
9 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
10 that Plaintiff was denied such rest periods, calculated as follows:

11 a. From approximately May 24, 2021 to December 31, 2021, Defendants failed to
12 provide Plaintiff with an uninterrupted statutory meal period on approximately 128 separate days.
13 Consequently, Plaintiff is owed one hour of pay at \$14.00 for each day, or \$1,792.00, plus interest
14 thereon, for unpaid missed or interrupted meal periods. During this same time period, Defendants failed
15 to provide Plaintiff with the statutory rest period on approximately 128 separate days. Consequently,
16 Plaintiff is owed one hour of pay at \$14.00 for each day, or \$1,792.00, plus interest thereon, for unpaid
17 rest periods. Thus, Plaintiff is owed a total of \$3,584.00, plus interest thereon, for unpaid meal and rest
18 periods for this time period.

19 b. From approximately January 1, 2022 to April 11, 2022, Defendants failed to
20 provide Plaintiff with an uninterrupted statutory meal period on approximately 56 separate days.
21 Consequently, Plaintiff is owed one hour of pay at \$15.00 for each day, or \$840.00, plus interest thereon,
22 for unpaid missed or interrupted meal periods. During this same time period, Defendants failed to provide
23 Plaintiff with the statutory rest period on approximately 56 separate days. Consequently, Plaintiff is owed
24 one hour of pay at \$15.00 for each day, or \$840.00, plus interest thereon, for unpaid rest periods. Thus,
25 Plaintiff is owed a total of \$1,680.00, plus interest thereon, for unpaid meal and rest periods for this time
26 period

27 64. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
28 period is \$5,264.00.

1 65. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
2 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

3 66. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
4 such amounts in the combined amount of \$5,264.00, pursuant to Labor Code §226.7(b), plus interest
5 thereon and costs of suit.

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7 **SIXTH CAUSE OF ACTION**
8 **FOR LATE PAYMENT PENALTIES**
9 **LABOR CODE §§ 204, 210**
10 **AGAINST ALL DEFENDANTS**

11 67. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

13 68. At all relevant times, Defendants knowingly, willfully, and intentionally failed to pay all
14 of the Plaintiff's accrued wages and other compensation due on the days designated in advance by the
15 employer as the regular paydays (or, for all wages earned in excess of the normal work period, no later
16 than the payday for the next regular payroll period), as required.

17 69. These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and
18 meal and rest period compensation that Defendants should have paid but did not pay to Plaintiff during
19 the term of Plaintiff's employment and which were due within the time restraints of Labor Code §§204.
20 (*Naranjo v Spectrum Security Services, Inc. (2022) 13 Cal.5th 93*)

21 70. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§ 204
22 and 210.

23 71. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
24 is entitled pursuant to Labor Code 210 to late payment statutory penalties of one hundred dollars (\$100)
25 plus 25% of the amount of wages unlawfully withheld for the initial failure to pay wages due, and two
26 hundred dollars (\$200) plus 25% of the amount of wages unlawfully withheld for each subsequent,
27 willful, or intentional violation.

1 72. Based on Defendants' conduct as alleged herein, Defendants are liable for \$8,010 in
2 statutory penalties pursuant to Labor Code §210 and other applicable provisions, as well as attorneys'
3 fees and costs.

4 **SEVENTH CAUSE OF ACTION**
5 **FOR WAITING TIME PENALTIES**
6 **LABOR CODE §§201-203**
7 **AGAINST ALL DEFENDANTS**

8 73. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
9 though set forth in full herein.

10 74. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
11 other compensation due immediately upon termination or within 72 hours of resignation, as required.
12 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
13 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
14 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
15 203.

16 75. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
17 203.

18 76. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
19 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
20 more than \$4,950.00 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of
21 \$165.00.

22 77. Based on Defendants' conduct as alleged herein, Defendants are liable for \$4,950.00 in
23 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
24 fees and costs.

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EIGHTH CAUSE OF ACTION
FOR PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
AGAINST ALL DEFENDANTS

78. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

79. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

80. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

81. On April 11, 2023, more than 65 calendar days before filing this Complaint, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency and to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201, 202, 204, 226.7, 510, 512, 1182.12, 1194, and 1197 each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

82. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

83. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for initial violation of each Labor Code section pleaded above and occurring within the year immediately preceding the filing of the Complaint, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty (201-202, 204, 1174/226, 226.7, 510, 512, 1194/1197, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

1 84. These penalties recoverable for Plaintiff alone, for each of the violations occurring within
2 the calendar year immediately preceding the filing of this Complaint, total approximately \$20,400.00.
3 Plaintiff may also seek these same penalties on behalf of all other aggrieved employees.

4 85. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
5 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

6
7 **NINTH CAUSE OF ACTION**
8 **FOR UNFAIR COMPETITION**
9 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
10 **AGAINST ALL DEFENDANTS**

11 86. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

13 87. Defendants' violations of 8 Code of Regulations §11040, Industrial Welfare Commission
14 Order No. 4-2001, Labor Code §§201-203, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 2699, and other
15 applicable provisions, as alleged herein, including Defendants' failure and refusal to pay minimum
16 wages, overtime wages, Defendants' failure to provide meal and rest breaks, and Defendants' failure to
17 pay compensation due in a timely manner upon termination or resignation constitute unfair business
18 practices in violation of Business & Professions Code §§17200, et seq.

19 88. As a result of Defendants' unfair business practices, Defendants have reaped unfair
20 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
21 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

22 89. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
23 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
24 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
25 Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof as follows:

90. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12, 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 4-2001, in the amount of no less than \$20,432.00;

91. For liquidated damages pursuant to Labor Code §1194.2 in the amount of \$20,432.00, plus interest;

92. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194, Industrial Welfare Commission Order No. 4-2001, and 8 Code of Regulations §11040, in the amount of no less than \$2,632.00;

93. For reimbursement of necessary business expenses pursuant to Labor Code §2802, in the amount of no less than \$3,606.65, plus interest;

94. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512, in the amount of no less than \$5,264.00;

95. For statutory penalties pursuant to Labor Code §210 in the amount of no less than \$8,010.00;

96. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less than \$4,950.00;

97. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than \$20,400.00 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved employees;

98. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter.

WHEREFORE, Plaintiff further seeks judgment against Defendants, and each of them, in an amount according to proof, as follows:

99. For injunctive relief barring Defendants' discriminatory employment policies and practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

1 100. For injunctive relief compelling Defendants to report to federal and state authorities wages
2 earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching
3 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
4 this in an amount according to the proof;

5 101. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
6 conduct, misclassification of Plaintiff as an independent contractor, and failure to pay wages and other
7 compensation in accordance with the law;

8 102. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or
9 any other basis;

10 103. For post-judgment interest; and

11 104. For any other relief that is just and proper.

12 DATED: June 15, 2023

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

14
15 By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiff
TIARA BALDWIN EKADI

17 **JURY TRIAL DEMANDED**

18 Plaintiff demands trial of all issues by jury.
19

20 DATED: June 15, 2023

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

21
22 By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiff
TIARA BALDWIN EKADI