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6 Attorneys for Plaintiff HALLEAH GHAMRAWI

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF SANTA CLARA**

11 HALLEAH GHAMRAWI, an individual, on  
12 behalf of herself and all other aggrieved  
13 employees,

13 Plaintiff,

14 vs.

15 BOYS & GIRLS CLUBS OF SILICON  
16 VALLEY; and DOES 1 through 10 inclusive,

17 Defendants.  
18 ,

Case No. **23CV419591**

**REPRESENTATIVE ACTION  
COMPLAINT FOR VIOLATION OF  
THE PRIVATE ATTORNEYS  
GENERAL ACT OF 2004 (CAL. LAB.  
CODE §§ 2698, ET SEQ.)**

1 Plaintiff HALLEAH GHAMRAWI (“Plaintiff”), individually and on behalf of other aggrieved  
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys  
3 General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against BOYS &  
4 GIRLS CLUBS OF SILICON VALLEY (“BGCSV”), and DOES 1 through 10 inclusive (collectively,  
5 “Defendants”), and hereby alleges with knowledge with respect to her own acts and on information  
6 and belief as to other matters as follows:

### 7 **INTRODUCTION**

8 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is  
9 brought by Plaintiff on behalf of herself and all current and former employees of Defendants employed  
10 in California during the PAGA Period (collectively, “Aggrieved Employees”). The term “PAGA  
11 Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice of Labor  
12 Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants  
13 through the date of final judgment.

14 2. BGCSV is a youth development organization that provides after school programs and  
15 other learning services.

16 3. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by  
17 Defendants and performed work for Defendants in Santa Clara county, California.

18 4. Defendants have engaged in a systematic pattern of wage and hour violations under the  
19 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent  
20 practice and policy of violating state wage and hour laws by, among other things, failing to pay all  
21 wages (including minimum, regular, overtime, and double time wages), failing to provide compliant  
22 meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon  
23 separation of employment, failing to provide accurate itemized wage statements, failing to maintain  
24 accurate records of hours worked, and failing to reimburse business expenses.

25 5. Plaintiff’s representative PAGA action is brought under, *inter alia*, the California  
26 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California  
27 Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections  
28 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 510, 511, 512, 558, 558.1,

1 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802.

2 6. Plaintiff brings this representative action on behalf of herself and other Aggrieved  
3 Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2  
4 and 2698, *et seq.* against Defendants.

### 5 **JURISDICTION AND VENUE**

6 7. This Court has jurisdiction over all causes of action asserted herein pursuant to the  
7 California Constitution, Article VI, Section 10, which grants the superior courts original jurisdiction  
8 in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint  
9 arises under California law. Further, this is a representative PAGA action and the monetary damages,  
10 restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of  
11 this Court and will be established according to proof at trial. In addition, PAGA penalties cannot be  
12 aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

13 8. This Court has personal jurisdiction over all Defendants because each defendant has  
14 sufficient minimum contacts with California, having intentionally availed itself of the California forum  
15 so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of  
16 fair play and substantial justice.

17 9. Venue in Santa Clara County is proper under California Business & Professions Code  
18 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of  
19 Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County,  
20 Defendants conduct substantial business in this County, and/or Defendants' liability arose in this  
21 County.

### 22 **PARTIES**

23 10. Plaintiff HALLEAH GHAMRAWI is an individual residing in California. Defendants  
24 employed Plaintiff as a non-exempt employee during the PAGA Period and Plaintiff's employment  
25 with Defendants ended within one (1) year of the filing of this action. Plaintiff's job duties consisted  
26 of, *inter alia*, planning, implementing, supervising and evaluating activities provided in within the  
27 specific program area of education, providing guidance and role modeling to members, teaching  
28 members during the after-school program, and cleaning/maintaining the classroom

1           11. Defendant BGCSV is a non-profit corporation, doing business in the State of  
2 California, including Santa Clara County. BGCSV is, and at all relevant times was, an employer  
3 subject to California state wage and hour laws. BGCSV's practices and policies described in this  
4 Complaint were implemented and/or maintained during the PAGA Period.

5           12. Defendants continue to employ non-exempt employees within California.

6           13. Plaintiff is unaware of the true names and capacities of those Defendants identified as  
7 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE  
8 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or  
9 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of  
10 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and  
11 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the  
12 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way  
13 responsible for one or more of the wrongful acts and omissions and some portion of the damages  
14 alleged herein.

15           14. At all times relevant hereto, each defendant acted in all respects pertinent to this action  
16 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects  
17 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.  
18 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and  
19 the Aggrieved Employees.

20           15. Defendants, each and all of them, at all times relevant, were the joint employers, parent  
21 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint  
22 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining  
23 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and  
24 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause  
25 of Plaintiff's damages alleged herein.

26           16. There exists a unity of interest in ownership between Defendants and DOES 1 through  
27 10, inclusive, such that any individuality and separateness between the individual and the corporation  
28 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants

are and at all times mentioned herein were mere shells, instrumentalities and conduits through which DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete control and dominance over such business; (b) that Defendants were conceived, intended and used by DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10, inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a principal-agency relationship between and among Defendants.

17. At all relevant times, Defendants were agents of each other and acting within the course and scope of their agency.

#### **GENERAL ALLEGATIONS**

18. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees as non-exempt employees.

19. At all relevant times, Defendants were advised by skilled lawyers, employees and other professionals who were knowledgeable about California wage and hour law, employment and personnel practices, and the requirements of California.

20. Through this action, Plaintiff alleges Defendants have consistently maintained and enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees which violate the Labor Code and IWC Wage Orders.

21. Defendants knew or should have known they had a duty to compensate Plaintiff and/or other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

22. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of pay, overtime and double time wages, and that they were not receiving minimum, regular, overtime, and double time wages for all work that was required to be performed. On information and belief, during the PAGA Period, Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or

1 12 hours per workday and/or over 40 hours per workweek. In violation of the Labor Code, Defendants  
2 failed to pay the minimum, regular, overtime, and double time rate of pay to Plaintiff and/or other  
3 Aggrieved Employees for all hours worked. Defendants required Plaintiff and/or other Aggrieved  
4 Employees to complete work-related tasks off the clock. For example, Plaintiff was specifically  
5 required to perform numerous work-related activities off the clock, including attending work meetings,  
6 communicating with Defendants, and creating and preparing assignments and lesson plans. Despite  
7 requiring off-the-clock remote work, Defendants' time clock practice and policy (via the Paylocity  
8 application) prevented Plaintiff and/or Aggrieved Employees from clocking in when they performed  
9 work from home or a location other than the physical jobsite. Defendants did not compensate Plaintiff  
10 and/or other Aggrieved Employees for all hours worked because Plaintiff and/or other Aggrieved  
11 Employees were regularly on-duty during their meal and/or rest periods. Defendants also failed to  
12 accurately calculate the regular rate of pay, and thereby the proper overtime and double time rate of  
13 pay, for Plaintiff and/or other Aggrieved Employees. Furthermore, Defendants failed to accurately  
14 calculate and pay Plaintiff and/or other Aggrieved Employees' sick pay at the regular rate of pay for  
15 the workweek in which Plaintiff and/or other Aggrieved Employees used paid sick time, or by dividing  
16 the Plaintiff and/or other Aggrieved Employees' total wages, not including overtime premium pay, by  
17 the Plaintiff and/or other Aggrieved Employees' total hours worked in the full pay periods of the prior  
18 90 days of employment. Finally, Defendants failed to accurately calculate and pay the proper rate of  
19 pay for Plaintiff and/or other Aggrieved Employees' accrued vacation wages.

20       23.     **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or  
21 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal  
22 period for every five hours of work, or payment of one additional hour of pay at their regular rate of  
23 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees  
24 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to  
25 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks.  
26 For example, Plaintiff and/or other Aggrieved Employees were required to use a cell phone, pager, or  
27 walkie-talkie (which Defendants refer to as "Radar") for work purposes during meal periods. This  
28 employment practice and policy is evidenced by, among other things, written correspondence from

1 Defendants. In addition, Defendants failed to authorize and permit and/or make available to Plaintiff  
2 and/or other Aggrieved Employees second meal periods when they worked more than 10 hours.  
3 Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other  
4 Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they  
5 worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff  
6 and/or other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every  
7 day in which they were denied a compliant meal period.

8         **24. Rest Period Violations:** Defendants knew or should have known that Plaintiff and  
9 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period  
10 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay  
11 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff  
12 and/or other Aggrieved Employees missed their rest breaks or had them interrupted or governed by  
13 Defendants' practices and policies. For example, Plaintiff and/or other Aggrieved Employees were  
14 required to use a cell phone, pager, or walkie-talkie (which Defendants refer to as "Radar") for work  
15 purposes during meal periods. This employment practice and policy is evidenced by, among other  
16 things, written correspondence from Defendants. Plaintiff and/or other Aggrieved Employees also  
17 failed to adopt and implement a practice of providing third rest breaks when Plaintiff and/or other  
18 Aggrieved Employees worked over 10 hours. Notwithstanding the above rest break violations,  
19 Defendants failed to compensate Plaintiff and/or other Aggrieved Employees with an additional hour  
20 of pay at their regular rate of pay for every day in which they suffered a rest period violation.

21         **25. Unreimbursed Business Expenses:** Defendants knew or should have known that  
22 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-  
23 related business expenses. Plaintiff and other Aggrieved Employees incurred out-of-pocket expenses  
24 to perform their job duties without reimbursement. First, Plaintiff and/or other Aggrieved Employees  
25 were required to use their personal cell phones to download the Paylocity application for clocking in  
26 and out and to discuss work-related matters with Defendants' representatives without any  
27 reimbursement. Second, Plaintiff and/or Aggrieved Employees were required to clean, wash, and iron  
28 their uniforms without any reimbursement for the costs of cleaning, washing, and ironing. Third,

1 Plaintiff and/or other Aggrieved Employees were required to purchase books for Defendants' learning  
2 programs to carry out their job duties as Youth Development Professionals without reimbursement.  
3 Fourth, Plaintiff was required to use her personal computer in the workplace, but Defendants failed to  
4 reimburse her for repair costs after the computer was damaged by another employee during work  
5 hours. Fifth, Plaintiff and/or Aggrieved Employees were required to work remotely, but Defendants  
6 failed to reimburse Plaintiff and/or Aggrieved Employees for Internet/Wi-Fi and costs related to  
7 working from home.

8         **26. Failure to Permit Aggrieved Employees to Use Accrued and Available Sick Leave:**  
9 During the PAGA Period, Defendants failed to permit Plaintiff and/or Aggrieved Employees to use  
10 their accrued and available sick leave entitlement.

11         **27. Failure to Pay Vacation Wages:** During the PAGA Period, Defendants failed to  
12 provide to Plaintiff and/or Aggrieved Employees accrual of vacation wages and failed to pay to  
13 Plaintiff and/or Aggrieved Employees vested vacation wages.

14         **28. Failure to Provide Suitable Seating:** During the PAGA Period, Defendants failed to  
15 provide to Plaintiff and other Aggrieved Employees suitable seating during working hours when the  
16 nature of their work reasonably permitted the use of seats.

17         **29. Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and  
18 other Aggrieved Employees who separated from their employment with Defendants during the  
19 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,  
20 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation  
21 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and  
22 rest period premiums, and reimburse expenses.

23         **30. Wage Statement Violations:** Defendants knew or should have known that Plaintiff  
24 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.  
25 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were  
26 not furnished with complete and accurate wage statements that show all information required by Labor  
27 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,  
28 all applicable hourly rates in effect during the pay period, and the corresponding number of hours

1 worked at each hourly rate.

2 31. **Failure to Keep Accurate Records:** Defendants knew or should have known that  
3 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other  
4 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records  
5 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,  
6 and/or omissions described throughout this Complaint.

7 32. Defendants' conduct, acts, and/or omissions described throughout this Complaint were  
8 willful.

9 **FIRST CAUSE OF ACTION**

10 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

11 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

12 **(Against All Defendants)**

13 33. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though  
14 fully set forth herein.

15 34. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for  
16 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,  
17 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be  
18 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and  
19 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

20 35. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under  
21 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to  
22 have been violated, and after receiving notice from the LWDA of its intention not to investigate or  
23 after 65 days have passed without notice from the LWDA.

24 36. On May 9, 2023, Plaintiff gave written notice of the specified provisions alleged to  
25 have been violated, including the facts and theories to support the alleged violations, as required by  
26 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to  
27 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.  
28 More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice

1 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code  
2 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of  
3 herself and all other Aggrieved Employees under PAGA.

4 37. For all provisions of the Labor Code except those for which a civil penalty is  
5 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred  
6 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred  
7 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which  
8 Defendants violated these provisions of the Labor Code.

9 38. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties  
10 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,  
11 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,  
12 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs  
13 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,  
14 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of  
15 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,  
16 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,  
17 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,  
18 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision  
19 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,  
20 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,  
21 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,  
22 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,  
23 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,  
24 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,  
25 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

26 39. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf  
27 of an employer who violates, or causes to be violated, a section of this chapter or any provision  
28 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject

1 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid  
2 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent  
3 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the  
4 employee was underpaid.”

5 40. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either  
6 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to  
7 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order  
8 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is  
9 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period  
10 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific  
11 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which  
12 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

13 41. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of  
14 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per  
15 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each  
16 violation in a subsequent citation, for which the employer fails to provide the employee a wage  
17 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil  
18 penalties provided for in this section are in addition to any other penalty provided by law.”

19 42. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to  
20 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid  
21 to employees.

22 43. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates  
23 numerous Labor Code sections including, but not limited to, the following:

24 (a) Violation of Labor Code Sections 201-204, 206, 210, 227.3, 246, 510, 558,  
25 1194, 1197, 1197.1, and 1198 for failure to timely and unconditionally pay all earned wages (including  
26 minimum, regular, overtime, and double time wages), sick pay, and vacation pay owed to Plaintiff and  
27 other Aggrieved Employees during employment and upon separation of employment;

28 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal

1 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed  
2 meal periods;

3 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to  
4 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

5 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate  
6 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

7 (e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to  
8 calculate and pay sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other  
9 Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved  
10 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved  
11 Employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation  
12 of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy  
13 Families Act of 2014;

14 (f) Violation of Labor Code Sections 233 and 234 for failure to permit Plaintiff  
15 and/or Aggrieved Employees to use their accrued and available sick leave entitlement;

16 (g) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or  
17 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved  
18 Employees vested vacation wages;

19 (h) Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiff  
20 and/or Aggrieved Employees less than the statutory or contractual rate;

21 (i) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain  
22 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

23 (j) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse  
24 business expenses to Plaintiff and other Aggrieved Employees;

25 (k) Violation of Labor Code Sections 1198 and 1199 and the applicable IWC Wage  
26 Order for failure to provide to Plaintiff and other Aggrieved Employees suitable seating during  
27 working hours when the nature of their work reasonably permitted the use of seats; and

28 (l) Violation of Labor Code Section 1199 for the foregoing Labor Code violations.

44. As set forth above, Defendants have violated numerous provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.

45. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited above.

46. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil Procedure Section 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

## **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, on behalf of herself and the other Aggrieved Employees, prays for judgment and the following specific relief against Defendants, jointly and severally, as follows:

1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section 1021.5; and

3. For such other relief the Court deems just and proper.

Dated: July 17, 2023

**ALAMI LAW GROUP**

By: 

David Alami  
Shaheen Anthony Etemadi

Attorneys for Plaintiff HALLEAH GHAMRAWI