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FILED
Superior Court of California
County of Los Angeles
12/27/2024
David W. Slayton, Executive Officer / Clerk of Court
By: V. Ponce Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
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11 POUL BEDRI, an individual;
12 Plaintiff,
13 vs.
14 CITY OF HOPE NATIONAL MEDICAL
15 CENTER, a California non-profit corporation;
and DOES 1 through 50,
16 Defendants.
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Case No.: 23STCV23713
CLASS ACTION COMPLAINT
SECOND AMENDED COMPLAINT FOR DAMAGES AND PENALTIES:

(1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);
(2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 204, 510, 1194, 1198);
(3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
(4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
(5) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
(6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203); and
(7) **CIVIL PENALTIES UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT**
(LABOR CODE §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff POUL BEDRI (“Plaintiff”), on behalf of himself and all individuals similarly
2 situated, hereby brings this Second Amended Complaint for Damages and Penalties (“Complaint”)
3 against Defendants CITY OF HOPE NATIONAL MEDICAL CENTER, a California non-profit
4 corporation, and DOES 1 to 50 inclusive (collectively “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all individuals similarly situated, hereby brings
8 this Complaint for recovery of unpaid wages and penalties under California Labor Code §§ 201-
9 204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*,
10 Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage Order 5”), and applicable
11 sections of the Fair Labor Standards Act. This Court has jurisdiction over Defendants’ violations of
12 the Labor Code because the amount in controversy exceeds \$25,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have
14 agents, and/or transact business in the State of California, including Los Angeles County, and some
15 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,
16 Plaintiff was employed by Defendants within Los Angeles County.

17 **PARTIES**

18 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
21 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
22 herein and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226, 226.7, 246,
23 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, Wage Order 5, and applicable
24 sections of the Fair Labor Standards Act.

25 4. Plaintiff is informed and believes, and based thereon alleges, that during the
26 applicable statute of limitations for each cause of action pled herein and continuing to the present,
27 Defendants engage in and continue to engage in business, and employed Plaintiff and other,
28 similarly-situated non-exempt employees within Los Angeles County, and the State of California

1 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

2 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
3 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
5 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
6 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
7 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiff, the Classes (as defined below), and Aggrieved Employees (as
9 defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages
10 complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
13 Defendants, and each of them, were the agents, servants, and employees of each of the other
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendant City of Hope National Medical Center owns and operates its main
3 hospital campus in Duarte, California. Plaintiff began working for Defendants as a non-exempt
4 employee in the position of Sterile Processing Technician from approximately January 2022 to
5 approximately March 2023.

6 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
7 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
8 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
9 worked more than eight hours in a workday or 40 hours in a workweek. Because of shortages of
10 staffing at the hospital, Defendants required Plaintiff to perform work before his scheduled shifts,
11 after his scheduled shifts, and/or during off-the-clock meal breaks, and failed to compensate him for
12 this time. Upon information and belief, Defendants required other non-exempt employees to
13 perform work before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock
14 meal breaks, and failed to compensate employees for this time. As a result, Plaintiff and other non-
15 exempt employees were not compensated for all earned minimum and overtime wages.

16 12. Defendants also failed to accurately incorporate multiple rates of pay and/or all non-
17 discretionary remuneration into the regular rate of pay. For example, Plaintiff's wage statement for
18 pay period ending ("PPE") January 14, 2023 stated his overtime rate for workweek January 1 to
19 January 7, 2023 as \$32.607143 and for workweek January 8 to January 14, 2023 as \$32.615385.
20 However, the actual overtime rate for both weeks, factoring in Plaintiff's shift differentials, should
21 have been \$32.6225. Defendants also conceded the errors in their regular rate calculation as, on
22 December 16, 2022, they issued a wage statement to Plaintiff retroactively correcting his rates of
23 pay for all of 2022. As a result, Plaintiff and other non-exempt employees were issued wage
24 statements with inaccurate rates and hours worked and they were not compensated for all earned
25 wages.

26 13. Upon information and belief, Defendants also miscalculated the workday for
27 employees, such as Plaintiff, who worked overnight shifts on occasions by not utilizing a
28 consecutive 24-hour period beginning at the same time each calendar day as required by law, but

1 instead began calculating the workday based on when employees clocked in for their shifts. As a
2 result, Plaintiff and other non-exempt employees were issued wage statements with inaccurate rates
3 and hours worked and they were not compensated for all earned wages.

4 13. Defendants failed to provide Plaintiff and other non-exempt employees with all
5 legally compliant meal periods due to Defendants' meal period policies/practices, which have
6 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
7 and/or missed meal periods. Plaintiff was unable to take compliant meal periods because of staffing
8 shortages, regularly took his meal periods after the end of the fifth hour of work, and was not
9 provided with a meal period after working more than 10 hours. Upon information and belief, other
10 non-exempt employees were not able to take their legally compliant meal breaks due to work
11 demands imposed by Defendants and Defendants do not keep accurate records of Plaintiff's and
12 other non-exempt employees' hours worked, including accurate time records showing when
13 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
14 employees were not provided with all legally compliant meal periods to which they were entitled,
15 Defendants failed to fully compensate Plaintiff and other non-exempt employees with the required
16 meal period premium(s) for each workday there was a meal period violation as mandated by Labor
17 Code § 226.7. Defendants also failed to accurately incorporate multiple rates of pay and/or all non-
18 discretionary remuneration into the regular rate of compensation for meal period premiums.

19 14. Plaintiff and other non-exempt employees were not authorized and permitted to take
20 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
21 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
22 thereof. Plaintiff was unable to take rest periods when he worked between 6.01 hours to 10 hours
23 because of staffing shortages and was not authorized and permitted to take a third rest period when
24 he worked more than 10 hours. Upon information belief, other non-exempt employees were not able
25 to take their legally compliant rest breaks due to work demands imposed by Defendants. On those
26 occasions when Plaintiff and other non-exempt employees were not authorized and permitted to
27 take all legally compliant rest periods to which they were entitled, Defendants failed to compensate
28 them with the required rest period premium(s) for each workday there was a rest period violation as

1 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no
2 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in
3 the event that a legally compliant rest period was not authorized and permitted to their non-exempt
4 employees. To extent such premiums were paid, Defendants also failed to accurately incorporate
5 multiple rates of pay and/or all non-discretionary remuneration into the regular rate of compensation
6 for rest period premiums.

7 15. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
8 failing to accurately incorporate multiple rates of pay and/or all non-discretionary remuneration into
9 the paid sick leave pay rate.

10 16. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
11 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
12 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
13 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to
14 pay all minimum and overtime wages, sick leave wages, and meal and rest period premium wages,
15 Defendants failed to timely pay all final wages to Plaintiff and other former non-exempt employees
16 upon their separation of employment from Defendants.

17 17. Additionally, upon information and belief, the only method Plaintiff and other non-
18 exempt employees had to receive their wages was via direct deposit and they were not provided the
19 option to receive their wages via a live paycheck as required by Labor Code §§ 212 and 213.

20 **CLASS ACTION ALLEGATIONS**

21 18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
22 Class pursuant to § 382 of the California Code of Civil Procedure: All current and former non-
23 exempt employees of Defendants in the State of California from June 22, 2022 through the present
24 (the "Non-Exempt Class"), including the following subclass:

- 25 a. Wage Statement Sub-Class: All current and former non-exempt employees of
26 Defendants in the State of California who received a wage statement, during the one
27 year immediately preceding the filing of this action through the present.
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1 14. **Numerosity/Ascertainability:** The members of the Class are so numerous that
2 joinder of all members would be impractical, if not impossible. The membership of the Class is
3 unknown to Plaintiff at this time; however, it is estimated that the members of the Class number
4 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
5 of Defendants' employment records, including payroll records.

6 15. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
7 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
8 the Class, which predominate over questions affecting only individual members including, without
9 limitation to:

- 10 a. Whether Defendants properly paid all overtime wages (including at correct rate) to
11 members of the Non-Exempt Class;
- 12 b. Whether Defendants paid at least the minimum wage for all hours worked to
13 members of the Non-Exempt Class;
- 14 c. Whether Defendants provided all legally compliant meal periods or paid meal period
15 premium wages (including at correct rate) due to members of the Non-Exempt Class
16 pursuant to Labor Code §§ 226.7 and 512;
- 17 d. Whether Defendants authorized and permitted all legally compliant rest periods or
18 paid all rest period premium wages (including at correct rate) due to members of the
19 Non-Exempt Class pursuant to Labor Code §§ 226.7 and 516;
- 20 e. Whether Defendants furnished legally compliant wage statements to members of the
21 Wage Statement Sub-Class pursuant to Labor Code § 226; and
- 22 f. Whether Defendants timely paid all final wages to members of the Non-Exempt
23 Class at the time of their separation of employment pursuant to Labor Code §§ 201
24 and 202.

25 These common questions of law and fact set forth above are numerous and substantial and
26 stem from Defendants' policies and/or practices applicable to each individual class member. As
27 such, the common questions predominate over individual questions concerning each individual
28 class member's showing as to their eligibility for recovery or as to the amount of their damages.

1 16. **Typicality:** The claims of Plaintiff are typical of the claims of the Class because
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
3 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
4 Plaintiff, like the members of the Class, was not paid all minimum and overtime wages owed due to
5 Defendants' timekeeping and payroll policies/practices, not provided all required meal periods, not
6 authorized and permitted all rest periods, did not receive premium pay for non-compliant meal and
7 rest periods, not paid all final wages upon separation of employment, and not provided with
8 accurate, compliant, itemized wage statements.

9 17. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
10 to represent fairly and adequately the interests of the members of the Class. Moreover, Plaintiff's
11 attorneys are ready, willing and able to fully and adequately represent the members of the Class and
12 Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
13 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
14 members of the Class.

15 18. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
16 public interest in establishing minimum working conditions and standards in California. These laws
17 and labor standards protect the average working employee from exploitation by employers who
18 have the responsibility to follow the laws and who may seek to take advantage of superior economic
19 and bargaining power in setting onerous terms and conditions of employment. The nature of this
20 action and the format of laws available to Plaintiff and members of the Class make the class action
21 format a particularly efficient and appropriate procedure to redress the violations alleged herein. If
22 each employee were required to file an individual lawsuit, Defendants would necessarily gain an
23 unconscionable advantage since they would be able to exploit and overwhelm the limited resources
24 of each individual plaintiff with their vastly superior financial and legal resources.

25 19. Moreover, requiring each member of the Class to pursue an individual remedy would
26 also discourage the assertion of lawful claims by employees who would be disinclined to file an
27 action against their former and/or current employer for real and justifiable fear of retaliation and
28 permanent damages to their careers at subsequent employment. The claims of the individual

1 members of the Class are not sufficiently large to warrant vigorous individual prosecution
2 considering all of the concomitant costs and expenses attending hereto.

3 20. Furthermore, the prosecution of separate actions by the individual class members,
4 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
5 with respect to the individual class members against Defendants herein; and which would establish
6 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
7 respect to individual class members which would, as a practical matter, be dispositive of the interest
8 of the other class members not parties to adjudications or which would substantially impair or
9 impede the ability of the class members to protect their interests. As such, the Class identified
10 hereinabove is maintainable as a class under § 382 of the Code of Civil Procedure.

11 **FIRST CAUSE OF ACTION**

12 **MINIMUM WAGE VIOLATIONS**

13 **(Against All Defendants)**

14 21. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
15 fully set forth herein.

16 22. Labor Code §§ 1182.12, 1197, and Wage Order 5, § 4 establish the right of
17 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
18 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
19 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
20 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
21 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
22 pay practices to the requirements of the law by failing to pay Plaintiff and members of the Non-
23 Exempt Class for all hours worked, including, but not limited to, all hours they were subject to the
24 control of Defendants and/or suffered or permitted to work under the Labor Code and Wage Order
25 5.

26 23. Labor Code § 1198 makes unlawful the employment of an employee under
27 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
28 employer who has failed to pay its employees the legal minimum wage is liable to pay those

1 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
2 equal to the wages due and interest thereon.

3 24. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
4 members of the Non-Exempt Class seek recovery of the balance of unpaid wages, including interest
5 thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 218.6,
6 558, 1194, 1194.2, 1199, and Civil Code §§ 3287 and 3289.

7 **SECOND CAUSE OF ACTION**
8 **OVERTIME WAGE VIOLATIONS**
9 **(Against All Defendants)**

10 25. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
11 fully set forth herein.

12 26. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
13 Wage Order 5, § 3, and applicable sections of the Fair Labor Standards Act, which provide that
14 non-exempt employees are entitled to all overtime wages and compensation for all overtime hours
15 worked and provide a private right of action for the failure to pay all overtime compensation for
16 overtime work performed.

17 27. At all times relevant herein, Defendants were required to properly compensate non-
18 exempt employees, including Plaintiff and members of the Non-Exempt Class, for all overtime
19 hours worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an
20 employer to pay an employee one and one-half (1½) times and two times the employee's regular
21 rate of pay for overtime and double time hours work. Defendants caused Plaintiff and members of
22 the Non-Exempt Class to work overtime hours but failed to compensate them for all overtime hours
23 actually worked.

24 28. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
25 members of the Non-Exempt Class seek recovery of the balance of unpaid overtime wages,
26 including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor
27 Code §§ 204, 210, 216, 218.6, 510, 1194, 1198, Civil Code §§ 3287 and 3289, and applicable
28 sections of the Fair Labor Standards Act..

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1 35. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
2 members of the Non-Exempt Class seek recovery of unpaid premium wages for rest period
3 violations including interest thereon, statutory penalties, and costs of suit, statutory penalties,
4 attorneys' fees, and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 5, and
5 Civil Code §§ 3287 and 3289.

6 **FIFTH CAUSE OF ACTION**
7 **WAGE STATEMENT PENALTIES**
8 **(Against All Defendants)**

9 36. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 and members of the Wage Statement Sub-Class with accurate and complete, itemized wage
14 statements that included, among other requirements, all hours worked, total gross wages earned, all
15 rates of pay and corresponding number of hours worked, total net wages earned, and/or the correct
16 name and address of the legal entity that is the employer in violation of Labor Code § 226.

17 38. Defendants' failure to furnish Plaintiff and members of the Wage Statement Sub-
18 Class with accurate and complete, itemized wage statements resulted in actual injury, as said
19 failures led to, among other things, the non-payment of minimum and overtime wages and meal and
20 rest period premium wages owed and deprived them of the information necessary to identify the
21 discrepancies in Defendants' reported payroll data.

22 39. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
23 members of the Wage Statement Sub-Class seek damages and/or statutory penalties, reasonable
24 attorneys' fees, and costs of suit according to California Labor Code § 226.

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1 46. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698, *et*
2 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
3 Employees”), brings this representative action against Defendants to recover the civil penalties due
4 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
5 to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
6 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
7 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
8 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each
9 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each
10 initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per
11 employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent
12 violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code
13 section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting
14 time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for
15 each subsequent violation per employee per pay period for those violations of the Labor Code for
16 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 17 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
18 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 19 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of
20 Labor Code §§ 204, 510, 558, 1194, and 1198;
- 21 c. Failing to provide all legally required meal periods, and failure to pay meal period
22 premium wages, to Aggrieved Employees at the regular rate of compensation in
23 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 24 d. Failing to authorize and permit all legally required rest periods, and failure to pay rest
25 period premium wages, to Aggrieved Employees at the regular rate of compensation in
26 violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 27 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
28 statements in violation of Labor Code § 226;

- f. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
- g. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- h. Failing to pay all paid sick leave wages in violation of Labor Code § 246;
- i. Requiring Aggrieved Employees to receive their wages via direct deposit in violation of Labor Code §§ 212 and 213; and
- j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

47. On or about August 17, 2023, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that sixty-five (65) days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

48. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all Aggrieved Employees, as follows:

1. For an order certifying the proposed Class and Sub Class;
2. For an order appointing Plaintiff as representative of the Class;
3. For an order appointing Counsel for Plaintiff as Counsel for the Class;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and applicable sections of the Fair Labor Standards Act;

1 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
2 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

3 6. Upon the Third Cause of Action, for meal period premium wages according to proof
4 pursuant to Labor Code §§ 226.7, 512, and 558;

5 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
6 pursuant to Labor Code §§ 226.7, 516, and 558;

7 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
8 226;

9 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
10 203;

11 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
12 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§
13 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
14 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
15 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
16 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
17 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
18 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
19 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
20 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section
21 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under
22 the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
23 subsequent violation per employee per pay period for those violations of the Labor Code for which
24 no civil penalty is specifically provided;

25 11. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
26 and Civil Code §§ 3287 and 3289;

27 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
28 218.5, 226, 1194, and 2699(g); and

1 13. For such other and further relief, the Court may deem just and proper.

2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands a trial by jury on all claims.

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5 DATED: December 27, 2024

JUSTICE FOR WORKERS, P.C.

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By: 

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William C. Sung

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Tiffany L. Luu

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Attorneys for Plaintiff POUL BEDRI

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