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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

IGBAL ABDALLA, individually and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act,

Plaintiff,

vs.

HALO UNLIMITED INC. DBA INFANT
HEARING SCREENING SPECIALISTS, a
Nevada corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **23STCV28810**

**REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197)**
- (2) **OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 510 1194, 1198)**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512)**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 516)**
- (5) **WAGE STATEMENT
VIOLATIONS (LABOR CODE § 226
et seq.)**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203)**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*)**
- (8) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Igbal Abdalla (“Plaintiff”), on behalf of herself, the State of California, and all
2 other aggrieved employees, hereby brings this Representative Action Complaint against
3 Defendant Halo Unlimited Inc. dba Infant Hearing Screening Specialists, a Nevada corporation,
4 and DOES 1 through 50, inclusive (collectively, “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself, the State of California, and all other aggrieved
8 employees, brings this representative action for recovery of unpaid wages and penalties under
9 California Business and Professions Code § 17200, *et. seq.*, Labor Code §§ 201-203, 226, 226.7,
10 510, 512, 516, 1194, 1198, 2698 *et seq.*, and Industrial Welfare Commission Wage Order No. 4
11 (“Wage Order 4”), in addition to seeking declaratory relief and restitution. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court’s jurisdictional minimum. The monetary damages and restitution
14 sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be
established according to proof at trial.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
19 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
20 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident. During the four years immediately preceding
24 the filing of the Complaint in this action and within the statute of limitations periods applicable
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
26 Newborn Hearing Screener. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
27 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
28

1 by California Labor Code §§ 201-203, 226, 226.7, 510, 512, 516, 1194, 1198, 2698 et seq.,
2 California Business and Professions Code § 17200 et seq. (Unfair Competition), and Wage Order
3 4, which sets employment standards for professional, technical, clerical, mechanical, and similar
4 occupations.

5 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
6 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
7 do) business by providing infant hearing screening services to over 100 facilities throughout
8 California, and employed Plaintiff and other similarly-situated non-exempt employees within Los
9 Angeles County and the State of California and, therefore, were (and are) doing business in Los
10 Angeles County and the State of California.

11 5. Plaintiff does not know the true names or capacities, whether individual, partner,
12 or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
13 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
14 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
15 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
16 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
17 and proximately caused Plaintiff to be subject to the unlawful employment practices, wrongs,
18 injuries and damages complained of herein.

19 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
20 herein, Defendants were and are the employers of Plaintiff.

21 7. At all times herein mentioned, each of said Defendants participated in the doing
22 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
23 Defendants, and each of them, were the agents, servants, and employees of each and every one of
24 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
25 were acting within the course and scope of said agency and employment. Defendants, and each
26 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
27 omissions complained of herein.

28 8. At all times mentioned herein, Defendants, and each of them, were members of

1 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
2 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
3 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants are
6 in the business of providing infant hearing screening services to over 100 facilities throughout
7 California.

8 10. Defendants employed Plaintiff as a non-exempt Newborn Hearing Screener from
9 approximately April 2022 through July 2023. Throughout her employment with Defendants,
10 Plaintiff's duties included the following: (1) reviewing census to identify infants who require
11 screening, (2) ensuring infants who missed hearing screens are accounted for, (3) locating
12 unreported babies, (4) gathering information from parents including baby's name and mother's
13 birthday, (5) sanitizing cart and equipment after each session and at end of day, (6) completing
14 paperwork and documenting in the hospital's system, (7) placing result copies in patients' hospital
15 files, (8) faxing paperwork to Defendants and organizing the same in binders, (9) scheduling
16 outpatient appointments for newborns who missed, refused in-patient, or did not pass the hearing
17 screening, (10) contacting parents about appointments, (11) communicating with parents
18 regarding their baby's results; (12) providing education to parents about hearing impairments,
19 and (13) submitting information to Defendants for payroll purposes ("Non-Screening Duties").

20 11. Plaintiff generally worked six days per week, during shifts that generally started
21 between 5:00 a.m. and 6:00 a.m. and generally ended at least eight hours after the start of the
22 shift. Plaintiff sometimes worked more than ten hours in a shift.

23 12. During the relevant period, Defendants utilized a timekeeping policy/practice of
24 requiring Plaintiff and, on information and belief, other non-exempt employees to write down
25 their arrival time and departure time from work, and the number of babies screened each day on
26 a timesheet (Daily Activity Log), and the times from each workday would be treated as
27 employees' clock-in/out times.

28 13. During the relevant period, Defendants utilized a payroll policy/practice pursuant

1 to which Defendants paid Plaintiff and, on information and belief, other non-exempt employees
2 (1) an initial fixed rate per the number of babies screened in a shift up to a threshold number of
3 babies, and (2) a secondary fixed rate per the number of babies screened in a shift beyond the
4 threshold number of babies (“Piece Rate System”). For example, on a workday on or around
5 December 22, 2022 when Plaintiff screened about 16 babies, Defendants paid Plaintiff \$7.33 per
6 baby for the first 15 babies screened, and \$9.00 for the 16th baby screened that day.

7 14. Defendants, as a matter of policy and/or practice during the four years immediately
8 preceding the filing of the Complaint, did not pay Plaintiff and, on information and belief, other
9 non-exempt employees at least the California minimum wage for all hours they were under
10 Defendants’ control, and all overtime wages owed for all overtime hours they were under
11 Defendants’ control, including because Defendants’ Piece Rate System did not separately
12 compensate Plaintiff and other non-exempt employees for (1) time they spent performing required
13 Non-Screening Duties, and (2) for first, second, or third rest periods. *See* Cal. Labor Code § 226.2;
14 *Gonzalez v. Downtown LA Motors, LP* (215 Cal. App. 4th 36) (2013) (holding that mechanics
15 were owed unpaid wages because employer did not pay them a separate hourly minimum wage
16 for time spent during their work shifts performing non-repair tasks); *Bluford v. Safeway Stores,*
17 *Inc.*, 216 Cal. App. 4th 864, 872 (2013) (“a piece-rate compensation formula that does not
18 compensate separately for rest periods does not comply with California minimum wage law.”)

19 15. During the relevant period, Defendants utilized a payroll policy/practice pursuant
20 to which Defendants failed to correctly calculate Plaintiff’s and, on information and belief, other
21 non-exempt employees’ overtime rate of pay. Pursuant to Defendants’ policy and practice,
22 Defendants multiplied a fixed “Minimum Wage” by one-and-a-half to calculate the “OT Rate”
23 for each workday in which a non-exempt employee worked over eight hours. Defendants’ policy
24 and practice did not compute employees’ regular rate by dividing their total earnings for the week,
25 including earnings during overtime hours, by the total hours worked during the week, including
26 the overtime hours, and then multiplying that regular rate by one-and-a-half to compute the
27 overtime rate in each workweek. These payroll policies/practices resulted in Plaintiff and, on
28 information and belief, other non-exempt employees not being compensated all overtime wages

1 owed for all overtime hours that they worked.

2 16. Defendants also failed to provide Plaintiff and, on information and belief, other
3 non-exempt employees legally compliant meal breaks during their shifts. Specifically,
4 Defendants' unlawful meal period policies and/or practices failed to provide Plaintiff and, on
5 information and belief, other non-exempt employees an uninterrupted 30-minute meal period
6 before the end of their fifth hour of work, and/or a second uninterrupted 30-minute meal period
7 before the end of their tenth hour of work. Nonetheless, in the event that a required meal period
8 was not in fact provided, Defendants never paid Plaintiff or, on information and belief, other non-
9 exempt employees the meal period premiums required by Labor Code § 226.7.

10 17. As a result of Defendants' failure to pay all minimum wages, overtime wages,
11 meal premium wages, and rest premium wages, Defendants maintained inaccurate payroll records
12 and issued inaccurate wage statements to Plaintiff and, on information and belief, to other non-
13 exempt employees. In addition, Defendants failed to provide itemized wage statements in
14 compliance with Labor Code section 226 as they failed to identify, among other things, (1) gross
15 and net wages earned, (2) total hours worked by employees, (3) the number of piece-rate units
16 earned and any applicable piece rate if the employee is paid on a piece-rate basis, and (4) all
17 applicable hourly rates in effect during the pay period and corresponding number of hours worked
at each hourly rate.

18 18. As a result of Defendants' failure to pay all minimum wages, overtime wages,
19 meal premium wages, and rest premium wages, Defendants failed to pay Plaintiff and, on
20 information and belief, other non-exempt employees all wages owed upon the end of
21 employment, in violation of Labor Code sections 201-202.

22 **FIRST CAUSE OF ACTION**

23 **MINIMUM WAGE VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 19. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 20. Wage Order 4 section 4 and California Labor Code §§ 1197 and 1182.12 establish
27 the right of employees to be paid minimum wages for all hours worked, in amounts set by state
28

1 law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
2 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
3 with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the
4 unpaid wages and interest accrued thereon.

5 21. As discussed in the factual allegations contained herein, Defendants failed to
6 conform their timekeeping practices to the requirements of the law. Accordingly, Plaintiff was
7 not compensated for all hours worked including, but not limited to, all hours she was subject to
8 the control of Defendants and/or suffered or permitted to work under the California Labor Code
9 and Wage Order 4.

10 22. Defendants' policy and practice of not paying all minimum wages violates
11 California Labor Code §§ 204, 210, 216, 558, 1182.12, 1197.1, 1198, and Wage Order 4.

12 23. Such a practice and uniform administration of corporate policy regarding illegal
13 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff in a civil
14 action for the unpaid amount of minimum wages, liquidated damages, including interest thereon,
15 statutory penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204,
16 210, 216, 558, 1194, 1198, and Code of Civil Procedure § 1021.5.

17 **SECOND CAUSE OF ACTION**

18 **OVERTIME WAGE VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 25. Wage Order 4 section 3 and California Labor Code §§ 510, 1194, and 1198
22 establish the right of employees to be paid one and one-half times the employee's regular rate of
23 pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday
24 or more than 40 hours in any workweek, and for the first eight (8) hours worked on the seventh
25 (7th) consecutive day of work in a workweek, in amounts set by state law. Labor Code §§ 1194(a)
26 provides that an employee who has not been paid overtime wages as required by Labor Code §
27 510 may recover the unpaid balance together with interest accrued thereon, attorneys' fees, and
28 costs of suit.

1 26. At all relevant times herein, Defendants failed to conform their pay practices to
2 the requirements of the law by, as alleged herein, causing Plaintiff to work in excess of 8 hours
3 per workday, and/or 40 hours per workweek, but failing to compensate Plaintiff at one and one-
4 half times her regular rate of pay for all overtime hours actually worked.

5 27. As a direct and proximate result of Defendants' unlawful conduct as alleged
6 herein, Plaintiff has sustained economic damages, including but not limited to unpaid overtime
7 wages and lost interest, in an amount to be established at trial, and they are entitled to recover
8 economic and statutory damages and penalties and other appropriate relief as a result of
9 Defendants' violations of the California Labor Code and Wage Order 4.

10 28. Defendants' practice and uniform administration of corporate policy regarding
11 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff in
12 a civil action for the unpaid amount of overtime wages, including interest thereon, statutory
13 penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 510,
14 1194, 1198, and Code of Civil Procedure § 1021.5.

15 **THIRD CAUSE OF ACTION**
16 **MEAL PERIOD VIOLATIONS**
17 **(AGAINST ALL DEFENDANTS)**

18 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 failed in their affirmative obligation to provide Plaintiff with all required first and second meal
21 periods in accordance with the mandates of the California Labor Code and Wage Order 4, for the
22 reasons set forth in the factual allegations of this Complaint. Despite Defendants' violations,
23 Defendants did not pay an additional hour of pay to Plaintiff at her regular rate of pay for each
24 meal period violation, as required by Labor Code § 226.7.

25 31. As a result, Defendants are responsible for paying premium compensation for meal
26 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to
27 Wage Order 4, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.
28

(AGAINST ALL DEFENDANTS)

33. Wage Order 4 section 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four-hour period worked, or major fraction thereof. “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on,” and employers have a “duty to make a good faith effort to authorize and permit rest breaks in the middle of each work period[.]” *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1031 (2012). “In the context of an eight-hour shift, ‘[a]s a general matter,’ one rest break should fall on either side of the meal break.” *Brinker*, 53 Cal. 4th at 1032.

34. Due to Defendants' unlawful rest period policies and/or practices as set forth in the factual allegations section of this Complaint, Defendants did not authorize and permit Plaintiff to take legally compliant first, second, or third rest periods to which she was legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff at her regular rate of pay for each rest period violation, in accordance with California Labor Code § 226.7.

35. The foregoing violations create an entitlement to recovery by Plaintiff in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to Wage Order 4, California Labor Code §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

(AGAINST ALL DEFENDANTS)

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knowingly and intentionally, as a matter of uniform policy and/or practice, failed to furnish
2 Plaintiff with accurate and complete itemized wage statements that included, among other
3 requirements, total gross and net wages earned, the total hours worked, and all applicable hourly
4 rates in effect during the applicable pay period, in violation of Labor Code § 226.

5 38. Defendants' failure to furnish Plaintiff with complete and accurate itemized wage
6 statements resulted in actual injury, as said failures led to, among other things, the non-payment
7 of all their minimum wages, overtime wages, meal and rest period premium wages, and deprived
8 them of the information necessary to identify the discrepancies in Defendants' reported data.

9 39. Defendants' failures create an entitlement to recovery by Plaintiff in a civil action
10 for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil
11 penalties, reasonable attorney's fees, and costs of suit according to Labor Code §§ 226 and 226.3.

12 **SIXTH CAUSE OF ACTION**

13 **WAITING TIME PENALTIES**

14 **(AGAINST ALL DEFENDANTS)**

15 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 41. This cause of action is brought pursuant to Labor Code sections 201-203, which
17 require an employer to pay all wages earned immediately at the time of termination of
18 employment in the event the employer discharges the employee or the employee provides at least
19 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours
20 of notice of his/her intent to quit, said employee's wages become due and payable not later than
21 72 hours upon said employee's last date of employment.

22 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 failed to timely pay Plaintiff all final wages due to them at the time of her separation which
24 includes, among other things, unpaid minimum wages, unpaid overtime wages, unpaid meal
25 premium wages, and unpaid rest premium wages. Defendants' failure to pay all final wages was
26 willful within the meaning of Labor Code § 203.

27 43. Defendants' willful failure to timely pay Plaintiff earned wages upon separation
28 from employment results in a continued payment of wages up to thirty (30) days from the time

1 the wages were due. Therefore, Plaintiff and members of the Waiting Time Penalty Class are
2 entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs
3 of suit.

4 **SEVENTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **(AGAINST ALL DEFENDANTS)**

7 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 45. Defendants have engaged and continue to engage in unfair and/or unlawful
9 business practices in California in violation of California Business and Professions Code § 17200
10 *et seq.* by engaging in the unlawful conduct described above, including failing to pay Plaintiff all
11 minimum wages and overtime wages; failing to provide all legally required meal periods or pay
12 legally compliant premium payments in lieu thereof; failing to authorize and permit legally
13 required reset periods or pay legally compliant premium payments in lieu thereof; knowingly and
14 intentionally failing to provide legally compliant accurate itemized wage statements; and willfully
15 failing to pay all final wages upon termination of employment in violation of Labor Code sections
16 201-202.

17 46. Defendants' utilization of these unfair and/or unlawful business practices deprived
18 Plaintiff of compensation to which she was legally entitled, constitutes unfair and/or unlawful
19 competition, and provides an unfair advantage over Defendants' competitors who have been
20 and/or are currently employing workers and attempting to do so in honest compliance with
21 applicable wage and hour laws.

22 47. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
23 herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore
24 any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and
25 Professions Code §§ 17203 and 17208.

26 48. The acts complained of herein occurred within the last four years immediately
27 preceding the filing of the Complaint in this action.

28 49. Plaintiff was compelled to retain the services of counsel to file this court action to

1 protect her interests, to obtain restitution and injunctive relief on behalf of Defendants' current
2 hourly non-exempt employees and to enforce important rights affecting the public interest.
3 Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is
4 entitled to recover under Code of Civil Procedure § 1021.5.

5 **EIGHTH CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT**

7 **(AGAINST ALL DEFENDANTS)**

8 50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 51. Defendants have committed several Labor Code violations against Plaintiff and
10 other similarly aggrieved employees. Plaintiff, as an "aggrieved employee" within the meaning
11 of Labor Code § 2698 et seq., acting on behalf of herself and other similarly aggrieved employees,
12 brings this representative action against Defendants to recover the civil penalties due to Plaintiff,
13 other similarly aggrieved employees, and the State of California according to proof pursuant to
14 Labor Code § 2699 (a) and (f) including, but not limited to \$100.00 for each initial violation and
15 \$200 for each subsequent violation per employee per pay period for the following Labor Code
violations:

- 16 a. Failing to compensate at least the California minimum wage for all hours worked
17 to Plaintiff and other similarly aggrieved employees in violation of Labor Code §§
18 1182.12, 1194, 1194.2, 1197;
- 19 b. Failing to compensate overtime wages for all hours worked over eight-hours in a
20 workday or over forty-hours in a workweek to Plaintiff and other similarly
21 aggrieved employees in violation of Labor Code §§ 510, 1194, 1198;
- 22 c. Failing to provide all legally required meal periods, or to pay premium pay in lieu
23 thereof, to Plaintiff and other similarly aggrieved employees in violation of Labor
24 Code §§ 226.7, 512, and 558;
- 25 d. Failing to authorize and permit all legally required rest periods, or to pay premium
26 pay in lieu thereof, to Plaintiff and other similarly aggrieved employees in violation
27 of Labor Code §§ 226.7, 516, and 558;
- 28

- e. Failing to furnish Plaintiff and other similarly aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to pay Plaintiff and other similarly aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to pay Plaintiff and other similarly aggrieved employees all earned wages due at the end of their employments in violation of Labor Code §§ 201-202; and
- h. Failing to maintain accurate records on behalf of Plaintiff and other similarly aggrieved employees in violation of Labor Code § 1174.

52. Plaintiff notified Defendants via certified mail and filed an online PAGA claim notice with the California Labor and Workforce Development Agency (“LWDA”) identifying Defendants’ violations of the California Labor Code identified in this Complaint and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code section 2698 et seq. Plaintiff also submitted a filing fee of seventy-five (\$75.00) to the LWDA in accordance with Labor Code section 2699.3(a)(1)(B). Sixty-five days have passed from the date of Plaintiff’s notice to the LWDA, and thus Plaintiff has exhausted her administrative remedies, thereby allowing Plaintiff to commence a civil action against Defendants pursuant to Labor Code section 2699.

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code § 558, 1194, 1194.2 and 1199;
2. Upon the Second Cause of Action, for payment of unpaid overtime wages, and penalties according to proof pursuant to Labor Code §§ 510, 1194, and 1198;

3. Upon the Third Cause of Action, compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
4. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
5. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
6. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 203;
7. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Class of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
8. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$50.00 for each initial violation and \$100 for each subsequent violation of Labor Code § 558 per employee per pay period and; (2) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for the violations of the Labor Code Sections cited in Labor Code § 2699.5;
9. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;
10. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

1 11. For such other and further relief the Court may deem just and proper.
2

3 Dated: November 27, 2023

SANI LAW, APC

4
5 By:



6 Sam Sani
7 Attorney for Plaintiff
8 IGBAL ABDALLA
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1 **DEMAND FOR TRIAL BY JURY**

2 Plaintiff demands a trial by jury as to all causes of action triable by a jury.

3
4 Dated: November 27, 2023

5 **SANI LAW, APC**

6 By: 

7 Sam Sani
8 Attorney for Plaintiff
9 IGBAL ABDALLA