

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (272020)
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

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David W. Slayton,
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Attorneys for Plaintiff Brenda Romero Aragon

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRENDA ROMERO ARAGON,

Plaintiff,

vs.

SOUTHERN CALIFORNIA
CONFERENCE OF SEVENTH-DAY
ADVENTISTS; and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.: 24STCV03746

COMPLAINT FOR DAMAGES FOR:

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) **FAILURE TO PROVIDE REST BREAKS;**
- 8) **FAILURE TO PROVIDE MEAL BREAKS;**
- 9) **FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 10) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 11) **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, BRENDA ROMERO ARAGON (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS and DOES 1 to 25, inclusive (hereinafter collectively "SCC" or "Defendant(s)") do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of

1 that information and belief, alleges that at all times herein mentioned, each of the remaining
2 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
3 under the authority of their agency, employment, or representative capacity, with the consent of
4 his/her codefendants.

5 **GENERAL ALLEGATIONS**

6 6. Plaintiff started working at SCC in the kitchen/housekeeping department on or
7 around July 2023. Plaintiff was classified as an hourly, non-exempt employee and her latest
8 rate of pay was \$17.00 per hour. Plaintiff's employment ended in January 2024.
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10 7. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
11 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
12 Security Services USA, Inc., an onsite security provider. After about a year of employment,
13 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
14 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
15 termination of employment and weekly payment of wages to temporary employees. The trial
16 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
17 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
18 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
19 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
20 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
21 PAGA representative to sue for violations that the representative has personally suffered. The
22 PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves
23 and others. The statute also states that an "aggrieved employee" is "any person who was
24 employed by the alleged violator and against whom one or more of the alleged violations was
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1 committed.” Because at least one of the violations that Huff had alleged had affected her
2 personally, the Court of Appeal denied Securitas’ motion.

3 8. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
4 other employees, it allows for suits broader than the specific violations the named employee
5 experienced. Therefore, even if the employee did not personally experience the Labor Code
6 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
7 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
8 other employees, including ALL hourly, non-exempt employees who worked for SCC at any of
9 their locations in the state of California during the relevant PAGA period.
10

11 9. It is Plaintiff’s position that SCC has violated the following Labor Code Sections
12 against Plaintiff and other similarly situated aggrieved employees, who include all non-exempt,
13 hourly employees who worked for SCC at ANY of their various locations in the State of
14 California during the relevant PAGA period.

15 10. SCC violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay
16 Plaintiff and other similarly situated aggrieved employees for all hours worked, including the
17 statutory minimum wage for all hours worked and for “off the clock” work. This is so because
18 SCC had a company policy wherein they would disproportionately round down the number of
19 hours worked, resulting in “time shaving” and further resulting in aggrieved employees not
20 being paid for all hours worked. In addition, there were occasions wherein Plaintiff would
21 perform work-related duties before or after clocking out and management was aware but failed
22 to compensate Plaintiff for all hours worked, including at the minimum wage rate.
23 Furthermore, and to the extent that Plaintiff and others worked through their meal periods
24 while “off the clock”, they were not compensated for all hours worked, which would be akin to
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1 a minimum wage violation. Moreover, SCC failed to compensate its employees the proper
2 reporting time pay.

3 11. Due to the above “off the clock” violations, SCC also violated Labor Code §510
4 because it failed to pay Plaintiff and other aggrieved employees overtime compensation, even
5 though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
6 throughout their employment. Plaintiff’s and other aggrieved employees’ actual work hours
7 entitled them to overtime compensation, however, SCC did not compensate its hourly, non-
8 exempt employees with the correct amount of overtime due to the “off the clock” work and
9 time shaving as described above. Furthermore, SCC failed to include bonuses/incentive
10 payments in calculating employees’ regular rate of pay for use in deciphering the correct
11 overtime rate of pay. Additionally, the incentive and bonus payments were also not factored
12 into employees’ regular rate for purposes of receiving meal and rest break premiums per the
13 Ferra v. Loews case.
14

15 12. SCC also violated Labor Code § 226.7 and the appropriate Industrial Welfare
16 Commission Wage Order no. 4/5 because it failed to provide Plaintiff and other similarly
17 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
18 majority portion thereof, throughout their employment. SCC did not completely relieve
19 Plaintiff and others of all duty during said rest periods. SCC did not pay to Plaintiff and others
20 one additional hour of pay at Plaintiff’s regular rate of compensation for each workday that one
21 or more statutory rest periods was not provided. It was not part of the company policy for
22 employees such as Plaintiff to consistently take at least two rest breaks per shift. The concept
23 of rest breaks was not consistently implemented. As such, the culture as well as the policies
24 and procedures of SCC did not lend itself to the employees receiving consistent statutory rest
25 breaks, including 2 rest breaks for an 8-hour shift, wherein they were relieved of all work
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1 duties. The environment at SCC was not conducive to receiving multiple statutory rest breaks
2 under California law and timely, statutory rest breaks were not authorized or enforced.

3 13. SCC violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare
4 Commission Wage Order no. 4/5 because it failed to provide hourly, non-exempt employees,
5 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every
6 five (5) hours of work throughout their employment. SCC did not completely relieve Plaintiff
7 and other employees of all duty during said meal periods. SCC did not pay to Plaintiff and its
8 hourly, non-exempt employees one additional hour of pay at their regular rate of compensation
9 for each workday that one or more statutory meal periods was not provided. If Plaintiff and
10 other aggrieved employees were able to take meal breaks, the meal breaks would be late and
11 after the 5th hour worked or they would be interrupted due to work obligations. The latter was
12 due to the workload and due to being in a fast-paced work environment. Like the rest breaks,
13 consistently receiving a thirty-minute uninterrupted and timely meal break was not part of the
14 company culture and was not enforced by SCC. Consequently, it was the normal practice and
15 custom of SCC not to authorize, permit, and enforce timely statutory meal periods. If SCC had
16 Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and
17 others generally worked more than a 6-hour shift. If SCC had Plaintiff sign an on-duty meal
18 period agreement wherein Plaintiff agreed to work through the meal periods, it would be
19 invalid and unenforceable because the nature of Plaintiff's job does not and did not prevent her
20 from taking a meal period and the company could have hired "breakers" to relieve Plaintiff of
21 her job duties so that she can actually take a timely, uninterrupted meal period. Moreover, any
22 such "on duty" meal period agreement did not allow for Plaintiff to revoke such an agreement
23 even if it was signed. As such, Plaintiff and others did not always receive statutory, timely
24 meal periods during their employment. To the extent that SCC argues that employees receive
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1 meal break premium pay for missed, short, or late meal periods, that argument is
2 inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations
3 themselves, irrespective of whether an employee received the premium payment for a missed,
4 short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,
5 “section 226.7 does not give employers a lawful choice between providing *either* meal and rest
6 breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53
7 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the
8 violation; the employer has still committed a violation even if the remedy for the violation has
9 been paid. See *Wert v. U.S. Bancorp.*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As
10 such, the work environment and culture at SCC was not conducive to receiving consistent,
11 timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums
12 paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or
13 incentive payments as well as overtime compensation.

14 14. Furthermore, during the relevant time period, and due to the above labor code
15 violations, SCC failed to pay Plaintiff and other similarly situated aggrieved employees all
16 wages due to them within any time period specified by California Labor Code section 204.
17 SCC was also in violation of California Labor Code section 226(a) by failing to include
18 pertinent information on the wage statements, including but not limited to, the correct or any
19 hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages
20 earned, net wages earned, premium pay for missed meal and rest breaks, all deductions, the
21 correct start and end of the pay period, all employee identifying information, the correct and
22 complete name and address of the legal employer, and reimbursement for business expenses,
23 among others. As such, SCC did not provide Plaintiff and other similarly situated aggrieved
24 employees with complete, accurate itemized wage statements.
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1 15. During the relevant time period, SCC also failed to keep accurate and complete payroll
2 records showing the actual hours worked per day and the wages paid to Plaintiff and others
3 pursuant to California Labor Code sections 1174(d).

4 16. SCC also violated Labor Code § 203 because it willfully failed to pay other similarly
5 situated aggrieved employees earned and due wages upon separation of employment, either
6 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
7 unpaid wages include compensation for all hours worked, including minimum wages, overtime
8 compensation, and premium pay for missed meal and rest breaks.
9

10 17. During the relevant time period, Plaintiff and other aggrieved employees incurred
11 necessary, business-related expenses and costs that were not reimbursed by SCC. These costs
12 include, but are not limited to, uniforms, and use of personal cell phones/computer for work
13 purposes. Accordingly, SCC was in violation of California Labor Code sections 2800 and
14 2802.

15 18. Furthermore, Plaintiff believes Defendants have also violated Labor Code Section 558
16 and have engaged in business practices which violate Business and Professions Code Section
17 17200.
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19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

21 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
22 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

23 **(Plaintiff against all named defendants and all DOE defendants)**
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25 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

27 20. At all times relevant herein, Defendants were required to compensate its employees for
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1 all hours worked upon reporting for work at the appointed time stated by the employer
2 pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code of
3 Regulations, Title 8, Section 11040/11050.

4 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
5 Plaintiff for all hours worked.

6 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
7 compensation for all hours worked but not paid by Defendants for the three (3) years
8 preceding the filing of this Complaint.
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10 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
11 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
12 this Court.

13 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
14 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
15 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
16 reasonable attorney's fees and costs of suit.
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18 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
20 amount known to Plaintiff once she has obtained all of her payroll records from
21 Defendants.
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23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGES**

25 **(California Labor Code Sections 1194, 1194.2, 1197)**

26 **(Plaintiff against all named defendants and all DOE defendants)**

27 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

2 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
3 to suffer or permit a California employee to work without paying wages at the minimum wage
4 rate for all hours worked as required by the applicable Industrial Welfare Commission
5 (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of
6 Regulations, Title 8, Section 11040/11050, subdivision 4.

7 28. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant
8 times, "hours worked" included "the time during which an employee is subject to the control of
9 an employer, and includes all the time the employee is suffered or permitted to work, whether
10 or not required to do so..."

11 29. During her employment, Plaintiff was regularly required as a matter of uniform
12 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
13 was paid less than the minimum wage rate by Defendants for hours worked in violation of
14 California Labor Code Section 1197 and the applicable California Industrial Wage
15 Commission wage order(s).

16 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
17 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
18 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
19 to believe that their acts or omissions were not contrary to California law.

20 31. For all hours worked by Plaintiff for which she was paid less than the minimum wage
21 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
22 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
23 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
24 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.
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1 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME**

6 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
7 **Regulations Title 8 Section 11040/11050; California Labor Code Section 510)**

8 **(Plaintiff against all named defendants and all DOE defendants)**
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10 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

12 34. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, Cal. Code of
13 Regs., Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were
14 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
15 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
16 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
17 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
18 week.
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20 35. Plaintiff was a non-exempt employee entitled to the protections of the California
21 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
22 Title 8, Section 11040/11050.
23

24 36. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
25 single workday or forty (40) hours in a single workweek on numerous occasions.

26 37. Plaintiff was entitled to the above overtime premiums.

27 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
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1 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
2 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
3 twelve (12) in a day.

4 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
5 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

6 40. Plaintiff worked at least one pay period in which she was not properly paid overtime
7 within the three (3) years prior to the initiation of this lawsuit.

8 41. Defendants know or should know the actual dates of overtime worked, the amount of
9 overtime worked, and the amount of unpaid overtime due.

10 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
11 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
12 Court.

13 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
14 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the
15 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
16 reasonable attorney's fees and costs of suit.

17 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

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22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

24 **(California Labor Code Section 226)**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

2 46. Pursuant to California Labor Code Section 226, every employer must furnish each
3 employee an itemized statement of wages and deductions at the time of payment of wages.

4 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
5 accurately reflected all information required by Labor Code Section 226, including but not
6 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
7 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
8 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
9 statements to Plaintiff in accordance with California Labor Code Section 226(a).
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11 48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
12 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
13 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
14 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
15 reasonable attorney's fees.
16

17 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
18 sustained damages, including loss of earnings, in an amount to be established at trial. As a
19 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
20 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
21 and attorney's fees pursuant to statute.
22

23 50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
25 trial.

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FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

51. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

52. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

53. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

54. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

55. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent she was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

57. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

58. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

59. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

60. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

61. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

62. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

63. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set

1 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

2 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
4 trial.

5 **SEVENTH CAUSE OF ACTION**

6 **FAILURE TO GIVE REST BREAKS**

7 **(Plaintiff against all named defendants and all DOE defendants)**

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9 65. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

11 66. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 12 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which
13 provides that every employer shall authorize and permit all employees to take rest
14 periods, which insofar as practicable shall be in the middle of each work period.
15 The authorized rest period time shall be based on the total hours worked daily at the
16 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
17
18 b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which
19 provides that if an employer fails to provide an employee a rest period in
20 accordance with the applicable provisions of this order, the employer shall pay the
21 employee one (1) hour of pay at employee's regular rate of compensation for each
22 workday that the rest period is not provided;
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24 c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which
25 penalizes the employer \$50.00 for each initial violation, per employee, of any
26 provision of the Wage Order, and \$100.00 for each additional violation thereafter
27 per employee; and
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1 d. California Labor Code section 226.7, which states that (a) no employer shall require
2 any employee to work during any rest period mandated by an applicable order of
3 the Industrial Welfare Commission, and (b) if an employer fails to provide an
4 employee a rest period in accordance with an applicable order of the Industrial
5 Welfare Commission, the employer shall pay the employee one (1) additional hour
6 of pay at employee's regular rate of compensation for each work day that the rest
7 period is not provided.
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9 67. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute
10 rest break after every four (4) hours of work or major fraction thereof, as required by California
11 law.

12 68. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
13 regulations, and wage orders alleged in this cause of action along with any allowable interest,
14 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
15 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
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17 69. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
18 fees as well as interest under Labor Code section 218.6.

19 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
21 trial.

22 **EIGHTH CAUSE OF ACTION**

23 **FAILURE TO GIVE MEAL BREAKS**

24 **(Plaintiff against all named defendants and all DOE defendants)**

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26 71. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.
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1 72. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 2 a. California Labor Code section 512(a), which requires that employees be given a 30-
- 3 minute uninterrupted meal break after five (5) hours of work, and a second
- 4 uninterrupted meal break after ten (10) hours of work;
- 5 b. California Labor Code section 226.7, which states that (a) no employer shall require
- 6 any employee to work during any meal period mandated by an applicable order of
- 7 the Industrial Welfare Commission, and (b) if any employer fails to provide an
- 8 employee a meal period in accordance with an applicable order of the Industrial
- 9 Welfare Commission, the employer shall pay the employee one (1) additional hour
- 10 of pay at the employee's regular rate of compensation for each workday that the
- 11 meal period is not provided;
- 12 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
- 13 under Title 8 of the California Code of Regulations Section 11040/11050, which
- 14 states that if an employer fails to provide an employee a meal period in accordance
- 15 with the applicable provisions of the Wage Order, the employer shall pay the
- 16 employee one (1) hour of pay at the employee's regular rate of compensation for
- 17 each workday that the meal period is not provided;
- 18 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
- 19 codified under Title 8 of the California Code of Regulations Section 11040/11050,
- 20 which requires an employer to maintain records documenting its employees' meal
- 21 periods;
- 22 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
- 23 codified under California Code of Regulations Section 11040/11050, which
- 24 penalizes the employer \$50.00 for each initial violation, per employee, of any
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1 provision of the Wage Order, and \$100.00 for each additional violation thereafter
2 per employee; and

- 3 f. California Labor Code section 1171 and 1173, which have given the California
4 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4 or
5 7) as enforceable law.

6 73. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
7 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
8 to take a second relieved meal break after ten (10) hours of work, as required by California
9 law. California Labor Code section 512(a) and California Industrial Welfare Commission
10 Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq.
11 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
12 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
13 all work duty. California Labor Code section 226.7 provides that employers may not require
14 their employees to work through their meal periods. California Labor Code section 226.7 and
15 California Code of Regulations section 11040/11050 requires that if the employer fails to
16 provide the employee with an uninterrupted meal period, the employer must pay the employee
17 one (1) hour of pay for each work day that the meal period is not given.

18 74. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
19 regulations, and wage orders alleged in this cause of action along with any allowable interest,
20 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
21 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

22 75. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
23 fees as well as interest under Labor Code section 218.6.

24 76. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
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1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **NINTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

5 **(Plaintiff against All Named Defendants and all DOE defendants)**

6 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

8 78. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties."

11 79. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
12 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
13 of completing her job duties, which were not reimbursed by Defendant. These expenses
14 include, but are not limited to, uniforms, and use of personal cell phones/computer for work
15 purposes.
16

17 80. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
18 and attorney's fees and costs, under Labor Code section 2802.
19

20 **TENTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
23 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,**
1197, 1197.1, 1198, 2800, 2802)

24 **(Plaintiff against All Named Defendants and all DOE defendants)**

25 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

27 82. Plaintiff has complied with the procedures for bringing suit specified in California
28

1 Labor Code § 2699.3. By letter dated November 29, 2023, Plaintiff gave written notice by
2 certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of
3 the specific provisions of the California Labor Code alleged to have been violated, including the
4 facts and theories to support the alleged violations.

5 83. Pursuant to California Labor code section 2699.3, no response was received from
6 the LWDA within 65 days of the postmark date of the above-alleged letter.

7 84. Plaintiff therefore has exhausted all administrative remedies required of her under
8 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
9 cause of action and pursue penalties in a representative action for Defendants’ violations of the
10 Labor Code.

11 85. Pursuant to California Labor Code section 2699, any provisions of the Labor
12 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
13 departments, divisions, commissions, boards, agencies, or employees for violation of the code
14 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
15 on behalf of himself or herself and other current or former employees pursuant to the procedures
16 specified in California Labor Code section 2699.3.

17 86. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
18 violator and had one or more of the alleged violations committed against her, and therefore is
19 properly suited to represent the interests of other current and former employees, including all
20 current and former hourly, non-exempt employees who worked for SCC in the State of California
21 during the applicable PAGA Period.

22 87. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
23 under California Labor Code sections 2698 and 2699 because of Defendants’ violations of
24 numerous provisions of the California Labor Code as alleged in this Complaint.

25 88. Plaintiff therefore has exhausted all administrative remedies required of her under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
27 this cause of action and pursue penalties in a representative action for Defendants’ violations of
28 the Labor Code.

89. California Labor Code section 2699 et seq. imposes penalties upon culpable

1 Defendants for violating the Labor Code.

2 90. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
3 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
4 seeking individual penalties/victim specific relief or underpaid wages for herself or other
5 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
6 this Complaint for individual wages but is not seeking wages through the PAGA action.

7 91. Specifically, Plaintiff seeks penalties under California Labor Code
8 section 2699, for the following:

9 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
10 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802,
11 and any other Labor Codes/Industrial Welfare Commission Order (No. 4/5) violated based
12 on the facts alleged in this Complaint.

13 92. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
14 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
15 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
16 limits of this Court.

17 **ELEVENTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

19 **(California Business and Professions Code Section 17200)**

20 **(Plaintiff against All Named Defendants and all DOE defendants)**

21 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

23 94. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
24 constitutes unfair and unlawful business practices under California Business and Professions
25 Code Section 17200, et seq.
26

27 95. Defendant's violations of the California labor laws and the Labor Code
28

1 constitutes a business practice because it was done repeatedly over a significant period of time
2 in a systematic manner that was detrimental to Plaintiff and other employees.

3 96. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
4 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
5 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
6 seq.

7 97. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
8 multiple damages as specifically provided in California Business and Professions Code section
9 17200 et seq.
10

11 98. For the four years preceding the filing of this action, Plaintiff requests
12 restitution of all monies and profits to be disgorged from Defendants in an amount according to
13 proof at time of trial, but in excess of the jurisdiction of this Court.
14

15 **PRAYER FOR RELIEF**

- 16 1. For compensatory damages including lost past and future wages, overtime,
17 commissions, and all other sums of money, including employment benefits, together
18 with interest on said amounts, and any other economic injury to Plaintiff, according to
19 proof;
20 2. For special and consequential damages to the extent allowed by law;
21 3. For restitution and disgorgement for all unfair business practices by corporate
22 Defendants against Plaintiff in an amount according to proof;
23 4. For an order enjoining corporate Defendants from further unfair and unlawful business
24 practices in violation of Business and Professions Code section 17200, et seq.;
25 5. For damages and penalties against Defendants under Labor Code section
26 226 for Plaintiff in an amount subject to proof at trial;
27 6. For damages and penalties pursuant to Labor Code section 203 against Defendants in
28

1 an amount subject to proof at trial;

2 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
3 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.

4 8. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
5 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.

6 9. For maximum civil penalties available under the Labor Code and applicable Wage Order
7 against Defendant as described more particularly in the Complaint and Representative
8 PAGA claim/action;

9 10. For all remedies available to Plaintiff under the applicable Wage Order and the
10 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
11 liquidated damages, damages, penalties, and waiting time penalties according to proof
12 to the extent permitted by law;

13 11. For the imposition of civil penalties and/or statutory penalties;

14 12. Reasonable attorney's fees where available by law, including but not limited to,
15 pursuant to the California Labor Code, including section 2698, and/or other
16 applicable laws; and

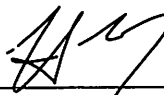
17 13. Costs and expenses of suit incurred herein;

18 14. For all interest as allowed by law;

19 15. For such other and further relief as the Court deems just and proper.

20 DATED: February 14, 2024

MESSRELIAN LAW INC.

21 By 

22 Harout Messrelian, Esq.

Attorneys for Plaintiff Brenda Romero Aragon

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DATED: February 14, 2024

By _____

Attorneys for Plaintiff Brenda Romero Aragon