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Attorneys for Plaintiff LAKEISHA FRANKLIN,
on behalf of herself and current and former aggrieved employees,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

LAKEISHA FRANKLIN, on behalf of herself
and current and former aggrieved employees

Plaintiff,

vs.

VALET LIVING, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **24CV062287**

PAGA ACTION

**PLAINTIFF LAKEISHA
FRANKLIN'S COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff LAKEISHA FRANKLIN ("Plaintiff"), who alleges and
complains against Defendants VALET LIVING, LLC; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' seeking indemnification for

1 all necessary expenditures or losses incurred by employees in direct consequence of discharging
2 their duties; and failure to timely pay earned wages during employment.. Plaintiff seeks on a
3 representative basis, following notice to the Labor and Workforce Development Agency, civil
4 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
5 on behalf of Plaintiff, the State of California, and others aggrieved.

6 **II. JURISDICTION AND VENUE**

7 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
8 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
9 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
10 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
11 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
12 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
13 aggrieved California-based hourly non-exempt employees occurred in locations throughout
14 California, including but not limited to Alameda County, at 540 39 St., Oakland, CA 94609.

15 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
16 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
17 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
18 tolled from April 6, 2020, until October 1, 2020.

19 **III. PARTIES**

20 4. Plaintiff brings this action as a representative of the Labor and Workforce
21 Development Agency on behalf of herself and other current and former employees subject to
22 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
23 filed include current, former and/or future employees of Defendants who work, worked, or will
24 work for Defendants as direct employees as well as temporary employees employed through temp
25 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
26 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
27 employed by Defendants in an hourly position at Defendants' location in Oakland from
28 approximately August 23, 2023, until on or about September 30, 2023.

1 5. Plaintiff is informed and believes and thereon alleges that Defendant VALET
2 LIVING, LLC is authorized to do business within the State of California and is doing business in
3 the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
4 were persons acting on behalf of Defendant VALET LIVING, LLC in the establishment of, or
5 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant VALET
6 LIVING, LLC operates in Alameda County and employed Plaintiff and aggrieved employees in
7 Alameda County, including but not limited to, at 540 39th St., Oakland CA 94609.

8 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
9 through 50 are corporations, or are other business entities or organizations of a nature unknown to
10 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
11 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
12 working conditions of employment of Plaintiff and aggrieved employees.

13 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
14 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
15 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
16 supervisor, independent contractor and/or employee of each defendant who violated or caused to
17 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
18 the Industrial Welfare Commission's wage orders regulating hours and days of work.

19 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
20 sues said defendants by said fictitious names, and will amend this complaint when the true names
21 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
22 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
23 named defendants is in some manner responsible for the events and allegations set forth in this
24 complaint.

25 9. Plaintiff makes the allegations in this complaint without any admission that, as to
26 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
27 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
3 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

4 **(Against all Defendants by Plaintiff)**

5 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
7 Defendants violated Labor Code sections 204, 2802, and the applicable Wage Orders.

8 12. Specifically, Defendants have committed the following violations of California
9 Labor Code:

10 13. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
11 **Employment:** California law requires that every employer must indemnify its employees for all
12 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
13 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
14 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
15 2802.)

16 14. Defendants have violated Labor Code Section 2802 by failing to indemnify
17 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
18 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
19 employed a policy, practice, and procedure included, but were not limited to, requiring Plaintiff
20 and other current and former aggrieved California-based non-exempt hourly employees to use or
21 purchase their own tools and/or resources in order to work for Defendants, including but not
22 limited to their cell phone (including both telephone use and cellular data use) for work-related
23 purposes – including but not limited to:

24 (a) using their personal cell phone to clock in and clock out;

25 (b) using their personal cell phone to take pictures to document presence of self at
26 their assigned worksite;

27 (c) using their personal cell phone to take pictures to document work performed; and

28 (d) using their personal cell phone to submit taken pictures to management.

1 15. Moreover, Defendants employed policies and procedures which ensured Plaintiff
2 and aggrieved employees would not receive indemnification for their employment related
3 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
4 indemnification in compliance with California law.

5 16. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
6 employment related expenses, including but not limited to costs related to use of their personal
7 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

8 17. **Failure to timely pay earned wages during employment:** In California, wages
9 must be paid at least twice during each calendar month on days designated in advance by the
10 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
11 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
12 16th and the 26th day of that month and wages earned between the 16th and the last day,
13 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
14 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
15 paid within seven (7) calendar days following the close of the payroll period in which wages were
16 earned. Labor Code section 204(d).

17 18. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
18 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
19 exempt employees' earned wages (including indemnification for losses and expenditures
20 incurred), in violation of Labor Code section 204. Defendants' aforementioned policies, practices,
21 and/or procedures resulted in their failure to pay Plaintiff's and other current and former aggrieved
22 California-based hourly non-exempt employees' their earned wages within the applicable time
23 frames outlined in Labor Code section 204.

24 19. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
25 employee, on behalf of himself or herself and other current or former employees, to bring a civil
26 action to recover civil penalties against all Defendants pursuant to the procedures specified in
27 Labor Code section 2699.3.

28 20. Plaintiff has complied with the procedures for bringing suit specified in Labor

1 Code section 2699.3. On November 27, 2023, Plaintiff filed a PAGA Claim Notice with the
2 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
3 provisions of the Labor Code alleged to have been violated, including the facts and theories to
4 support the violations alleged.

5 21. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
6 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
7 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
8 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
9 to investigate Plaintiff's claims.

10 22. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
11 penalties for Defendants' violations of Labor Code sections 204, and 2802, During Plaintiff's
12 employment and continuing through the present, preceding Plaintiff sending the initial PAGA
13 Claim Notice to the LWDA to the present, in the following amounts:

14 a. For violations of Labor Code sections 204 and 2802; one hundred dollars
15 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
16 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty
17 amounts established by Labor Code section 2699(f)(2)].

18 23. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
19 reasonable attorneys' fees and costs in connection with her claims for civil penalties.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER**
22 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

23 **ON THE FIRST CAUSE OF ACTION:**

24 1. That Defendants be found to have violated the provisions of the Labor Code and
25 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

26 2. For any and all legally applicable penalties during the relevant statute of limitations
27 subject to any permissible tolling, including but not limited to those recoverable under the
28 California Labor Code, including but not limited to section 2699(f);

1 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
2 under California Labor Code section 2699(g); and

3 4. For such and other further relief, in law and/or equity, as the Court deems just or
4 appropriate

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6 Dated: February 1, 2024

Respectfully submitted,
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