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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RHINA BLANCO, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

AUTISM LEARNING PARTNERS, an
unknown business entity; AUTISM
LEARNING PARTNERS, LLC, a Delaware
limited liability company; PACIFIC CHILD
& FAMILY ASSOCIATES, LLC, an
unknown business entity; PROOF POSITIVE
ABA THERAPIES, LLC, a California
limited liability company; CHILDREN'S
LEARNING CONNECTION, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: **24STCV01979**

**CLASS ACTION COMPLAINT FOR
RESTITUTION & ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

- (1) Violation of California Business &
Professions Code §§ 17200, et seq.
- (2) Violation of California Labor Code
§ 2698, et seq. (California Labor
Code Private Attorneys General
Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff RHINA BLANCO (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff RHINA BLANCO is an individual residing in the State of California, County of Los Angeles.

6. Defendant AUTISM LEARNING PARTNERS, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. Defendant AUTISM LEARNING PARTNERS, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. Defendant PACIFIC CHILD & FAMILY ASSOCIATES, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. Defendant PROOF POSITIVE ABA THERAPIES, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

10. Defendant CHILDREN'S LEARNING CONNECTION, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

11. At all relevant times, Defendants AUTISM LEARNING PARTNERS, AUTISM LEARNING PARTNERS, LLC, PACIFIC CHILD & FAMILY ASSOCIATES, LLC, PROOF POSITIVE ABA THERAPIES, LLC, and CHILDREN'S LEARNING CONNECTION, INC., were the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

12. At all times herein relevant, Defendants AUTISM LEARNING PARTNERS, AUTISM LEARNING PARTNERS, LLC, PACIFIC CHILD & FAMILY ASSOCIATES, LLC, PROOF POSITIVE ABA THERAPIES, LLC, CHILDREN'S LEARNING CONNECTION, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or

omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

13. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

14. Defendants AUTISM LEARNING PARTNERS, AUTISM LEARNING PARTNERS, LLC, PACIFIC CHILD & FAMILY ASSOCIATES, LLC, PROOF POSITIVE ABA THERAPIES, LLC, CHILDREN'S LEARNING CONNECTION, INC., and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

15. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members and aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

16. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

17. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

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1 SUBCLASS A. All class members who earned shift differentials/non-
2 discretionary bonuses/non-discretionary performance pay that was not used to
3 calculate the amount of the meal break or rest break penalty/premium payment.
4 SUBCLASS B. All class members who were subject to Defendants' practice of
5 rounding time recorded for purposes of calculating compensation for time worked
6 or for calculating meal periods.
7 SUBCLASS C. All class members who were required by Defendants to stay on
8 Defendants' premises for rest breaks.

9 18. Plaintiff reserves the right to establish additional subclasses as appropriate.

10 19. The class is ascertainable and there is a well-defined community of interest in
11 the litigation:

- 12 a. Numerosity: The class members are so numerous that joinder of all class
13 members is impracticable. The membership of the entire class is
14 unknown to Plaintiff at this time; however, the class is estimated to be
15 greater than fifty (50) individuals and the identity of such membership is
16 readily ascertainable by inspection of Defendants' records.
- 17 b. Typicality: Plaintiff's claims are typical of all other class members' as
18 demonstrated herein. Plaintiff will fairly and adequately protect the
19 interests of the other class members with whom she has a well-defined
20 community of interest.
- 21 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
22 each class member, with whom she has a well-defined community of
23 interest and typicality of claims, as demonstrated herein. Plaintiff has no
24 interest that is antagonistic to the other class members. Plaintiff's
25 attorneys, the proposed class counsel, are versed in the rules governing
26 class action discovery, certification, and settlement. Plaintiff has
27 incurred, and during the pendency of this action will continue to incur,
28 costs and attorneys' fees, that have been, are, and will be necessarily

1 expended for the prosecution of this action for the substantial benefit of
2 each class member.

- 3 d. Superiority: A class action is superior to other available methods for the
4 fair and efficient adjudication of this litigation because individual joinder
5 of all class members is impractical.
- 6 e. Public Policy Considerations: Certification of this lawsuit as a class
7 action will advance public policy objectives. Employers of this great
8 state violate employment and labor laws every day. Current employees
9 are often afraid to assert their rights out of fear of direct or indirect
10 retaliation. However, class actions provide the class members who are
11 not named in the complaint anonymity that allows for the vindication of
12 their rights.

13 20. There are common questions of law and fact as to the class members that
14 predominate over questions affecting only individual members. The following common
15 questions of law or fact, among others, exist as to the members of the class:

- 16 a. Whether Defendants' failure to pay wages, without abatement or
17 reduction, in accordance with the California Labor Code, was willful;
- 18 b. Whether Defendants had a corporate policy and practice of failing to pay
19 their hourly-paid or non-exempt employees within the State of California
20 for all hours worked and missed (short, late, interrupted, and/or missed
21 altogether) meal periods and rest breaks in violation of California law;
- 22 c. Whether Defendants required Plaintiff and the other class members to
23 work over eight (8) hours per day and/or over forty (40) hours per week
24 and failed to pay the legally required overtime compensation to Plaintiff
25 and the other class members;
- 26 d. Whether Defendants deprived Plaintiff and the other class members of
27 meal and/or rest periods or required Plaintiff and the other class
28 members to work during meal and/or rest periods without compensation;

- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

21. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

22. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee

on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

23. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

24. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

25. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee's Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

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26. On November 20, 2023, Plaintiff provided written notice by online submission to the LWDA and by certified mail to Defendants AUTISM LEARNING PARTNERS, AUTISM LEARNING PARTNERS, LLC, PACIFIC CHILD & FAMILY ASSOCIATES, LLC, PROOF POSITIVE ABA THERAPIES, LLC, and CHILDREN'S LEARNING CONNECTION, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff's Notice.

27. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California Labor Code section 558 against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

GENERAL ALLEGATIONS

28. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, County of Los Angeles.

29. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately July 2020 to approximately October 2020, in the State of California, County of Los Angeles.

30. Defendants hired Plaintiff and the other class members and classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

31. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

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32. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

33. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

34. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

35. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed.

1 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
4 member's regular rate of pay when a rest period was missed, and they did not receive all rest
5 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
6 regular rate of pay when a rest period was missed.

7 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed to use the shift differentials/non-discretionary bonuses/non-discretionary performance pay
9 to calculate the regular rate of pay for the payment of meal or rest period premium wages where
10 Plaintiff and the other class members earned shift differential pay and meal or rest period
11 premium wages in the same workweek.

12 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 required Plaintiff and the other class members to remain on Defendants' premises during
14 purported rest periods, thereby failing to relieve them of all employer control.

15 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 at least minimum wages for compensation and that they were not receiving at least minimum
18 wages for all hours worked.

19 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 rounded the work time recorded by Plaintiff and the other class members in a manner that was
21 not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiff
22 and the other class members being underpaid for their time worked.

23 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 all wages owed to them upon discharge or resignation, including overtime and minimum
26 wages and meal and rest period premiums, and they did not, in fact, receive all such wages
27 owed to them at the time of their discharge or resignation.

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1 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all wages owed to them during their employment. Plaintiff and the other class members did
4 not receive payment of all wages, including overtime and minimum wages and meal and rest
5 period premiums, within any time permissible under California Labor Code section 204.

6 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other class members were entitled to receive
8 complete and accurate wage statements in accordance with California law, but, in fact, they
9 did not receive complete and accurate wage statements from Defendants. The deficiencies
10 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
11 other class members.

12 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Defendants had to keep complete and accurate payroll
14 records for Plaintiff and the other class members in accordance with California law, but, in
15 fact, did not keep complete and accurate payroll records.

16 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff and the other class members were entitled to
18 reimbursement for necessary business-related expenses.

19 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that they had a duty to compensate Plaintiff and the other class
21 members pursuant to California law, and that Defendants had the financial ability to pay such
22 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
23 represented to Plaintiff and the other class members that they were properly denied wages, all
24 in order to increase Defendants' profits.

25 51. During the relevant time period, Defendants failed to pay overtime wages to
26 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
27 class members were required to work more than eight (8) hours per day and/or forty (40) hours
28 per week without overtime compensation for all overtime hours worked.

52. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

53. During the relevant time period, Defendants failed to use the shift differentials/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay for the payment of meal or rest period premium wages where Plaintiff and the other class members earned shift differential pay and meal or rest period premium wages in the same workweek.

54. During the relevant time period, Defendants required Plaintiff and the other class members to remain on Defendants' premises during purported rest periods, thereby failing to relieve them of all employer control.

55. During the relevant time period, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

56. During the relevant time period, Defendants rounded the work time recorded by Plaintiff and the other class members in a manner that was not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiff and the other class members being underpaid for their time worked.

57. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

58. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

59. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

60. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

61. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

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62. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

63. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

**(Against AUTISM LEARNING PARTNERS, AUTISM LEARNING PARTNERS, LLC,
PACIFIC CHILD & FAMILY ASSOCIATES, LLC, PROOF POSITIVE ABA
THERAPIES, LLC, CHILDREN'S LEARNING CONNECTION, INC.,
and DOES 1 through 100)**

64. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 63, and each and every part thereof with the same force and effect as though fully set forth herein.

65. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

66. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

67. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their

meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

68. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

69. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

70. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

**(Against AUTISM LEARNING PARTNERS, AUTISM LEARNING PARTNERS, LLC,
PACIFIC CHILD & FAMILY ASSOCIATES, LLC, PROOF POSITIVE ABA
THERAPIES, LLC, CHILDREN'S LEARNING CONNECTION, INC.,
and DOES 1 through 100)**

71. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 70, and each and every part thereof with the same force and effect as though fully set forth herein.

72. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the

California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

73. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

74. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

75. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

76. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

77. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Minimum Wages

78. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197 and 1197.1.

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Failure to Timely Pay Wages Upon Termination

79. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

80. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

81. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

82. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

83. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

84. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the

1 initial violation, and two hundred dollars (\$200) for each aggrieved
2 employee per pay period for each subsequent violation;

3 b. Penalties under California Code of Regulations Title 8 section 11010, et
4 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
5 pay period for the initial violation, and one hundred dollars (\$100) for
6 each aggrieved employee per pay period for each subsequent violation;

7 c. Penalties under California Labor Code section 210 in addition to, and
8 entirely independent and apart from, any other penalty provided in the
9 California Labor Code in the amount of a hundred dollars (\$100) for each
10 aggrieved employee per pay period for the initial violation, and two
11 hundred dollars (\$200) for each aggrieved employee per pay period for
12 each subsequent violation; and

13 d. Any and all additional penalties and sums as provided by the California
14 Labor Code and/or other statutes.

15 85. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
16 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
17 and Workforce Development Agency for the enforcement of labor laws and education of
18 employers and employees about their rights and responsibilities and twenty-five percent (25%)
19 to the aggrieved employees.

20 86. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
21 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
22 statute.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff, individually, and on behalf of other members of the general public similarly
25 situated and on behalf of other aggrieved employees pursuant to the California Private
26 Attorney General Act, requests a trial by jury.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

6. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

7. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

9. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

10. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

11. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

12. For such other and further relief as the Court may deem equitable and appropriate.

Dated: January 24, 2024

LAWYERS for JUSTICE, PC

By: 
Arby Aiwan
Attorneys for Plaintiff