

SANI LAW, APC

SAM SANI (SBN: 273993)
595 E. Colorado Blvd., Suite 522
Pasadena, California 91101
Telephone: (310) 935-0405
Facsimile: (310) 935-0409
ssani@sanilawfirm.com

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
phaines@haineslawgroup.com

Attorneys for Plaintiff
NANCI MCDANIEL

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/08/2024 11:54 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

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

NANCI MCDANIEL, individually and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act,

Plaintiff,

vs.

DONNESSTO HOME CARE LLC DBA
FIRSTLIGHT HOME CARE OF SANTA
CLARITA, a California Limited Liability
Company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: **24STCV00457**

**REPRESENTATIVE ACTION
COMPLAINT:**

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197)**
- (2) OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 510 1194, 1198)**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512)**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 516)**
- (5) FAILURE TO REIMBURSE
NECESSARY BUSINESS
EXPENSES (LABOR CODE §§
2802, 2804);**
- (6) WAGE STATEMENT
VIOLATIONS (LABOR CODE § 226
et seq.)**
- (7) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*)**
- (8) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Nanci McDaniel (“Plaintiff”) on behalf of herself, the State of California, and all
2 other aggrieved employees, hereby brings this Representative Action Complaint against
3 Defendant Donnessto Home Care LLC dba Firstlight Home Care of Santa Clarita, a California
4 Limited Liability Company, and DOES 1 through 100, inclusive (collectively, “Defendants”), and
5 on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself, hereby brings this action for recovery of unpaid
8 wages and penalties under California Business and Professions Code § 17200, *et. seq.*, Labor
9 Code §§ 226, 226.7, 510, 512, 516, 1194, 1198, 2698 et seq., 2802, and Industrial Welfare
10 Commission Wage Order No. 15 (“Wage Order 15”), in addition to seeking declaratory relief and
11 restitution. This Court has jurisdiction over Defendants’ violations of the California Labor Code
12 because the amount in controversy exceeds this Court’s jurisdictional minimum. The monetary
13 damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior
14 Court and will be established according to proof at trial.

15 **VENUE**

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

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was and currently is, a California resident. During the statute of limitations periods
25 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
26 exempt Caregiver employee. Plaintiff was, and is, a victim of Defendants’ policies and/or
27 practices complained of herein, lost money and/or property, and has been deprived of the rights
28 guaranteed by California Labor Code §§ 226, 226.7, 510, 512, 516, 1194, 1198, 2698 et seq.,

1 2802, California Business and Professions Code § 17200 et seq. (Unfair Competition), and Wage
2 Order 15, which sets employment standards for household occupations.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
5 do) business by in-home care services within Los Angeles County and the State of California and,
6 therefore, were (and are) doing business in Los Angeles County and the State of California.

7 5. Plaintiff does not know the true names or capacities, whether individual, partner,
8 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
10 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
11 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
12 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
13 and proximately caused Plaintiff to be subject to the unlawful employment practices, wrongs,
14 injuries and damages complained of herein.

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

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

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff.
28

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff is informed and believes, and based thereon alleges that Defendants are in the business of providing in-home care services for its customers.

10. Defendants have employed Plaintiff as a non-exempt Caregiver employee from at least approximately January 2023 through the present. At all relevant times set forth herein, Defendants assigned Plaintiff to work at the homes/sites of various clients.

11. At all relevant times set forth herein, Plaintiff generally worked 24-hour shifts approximately two to four days per week.

12. During the relevant time period, Defendants utilized a timekeeping policy/practice of requiring Plaintiff to clock-in and clock-out of Defendants' timekeeping system upon their arrival to work, and upon their departure from work using a phone application that Defendants required Plaintiff to use on her personal cell phone. However, on some occasions, Plaintiff was unable to clock-in and/or clock-out on the phone application despite performing work for Defendants because, Plaintiff is informed and believes and based thereon alleges, Defendants failed to program her scheduled shift in the phone application on such occasions.

13. During the relevant time period, Defendants utilized a payroll policy/practice pursuant to which Defendants paid Plaintiff a fixed rate per 24-hour shift, the equivalent of which was below the applicable California minimum wage per hour. For example, Defendants paid Plaintiff a fixed "Live-in per day" rate of \$250.00 per 24-hour shift, the equivalent of \$10.42 per hour. As a result, Defendants, as a matter of policy and/or practice during the relevant period did not pay Plaintiff at least the California minimum wage for all hours she was under Defendants' control, and all overtime wages owed for all overtime hours she was under Defendants' control.

14. At all relevant times set forth herein, Defendants required, as a matter of policy of practice, Plaintiff to spend more than twenty percent of her total weekly hours worked performing duties other than supervising, feeding, or dressing persons who need such supervision. Such duties were not related to supervising, feeding, or dressing clients who need such supervision.

15. During the relevant time period, Defendants failed to provide Plaintiff with all statutorily-mandated meal periods due to Defendants' unlawful meal period policies and/or

1 practices, which required non-exempt employees to remain on-duty throughout their shifts,
2 including requiring Plaintiff to remain on-site and on-duty with the assigned client throughout her
3 shifts. Thus, Defendants failed to provide Plaintiff an uninterrupted off-duty 30-minute meal
4 period before the end of her fifth hour of work, and failed to provide Plaintiff a second
5 uninterrupted 30-minute meal period before the end of her tenth hour of work, or at all, during
6 shifts in which she worked in excess of ten hours. Nonetheless, in the event that a required meal
7 period was not in fact provided, Defendants never paid Plaintiff or, upon information and belief,
8 other non-exempt employees the meal period premiums required by Labor Code § 226.7.

9 16. During the relevant time period, Defendants implemented policies and practices
10 that prohibited Plaintiff from taking timely and duty-free rest periods, including Defendants'
11 policies and practices of requiring Plaintiff to remain on-duty with the assigned client throughout
12 her shifts, thus preventing Plaintiff from taking duty free rest periods. As such, Defendants
13 regularly failed to authorize and permit Plaintiff to take full, uninterrupted, off-duty rest periods
14 for every shift lasting three and one-half (3.5) to six (6) hours, and/or two full, uninterrupted, off-
15 duty rest periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted,
16 off-duty rest periods for every shift lasting more than ten (10) hours, and failed to make a good
17 faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.
18 Despite Defendants' failure to authorize and permit all required rest periods due to their uniform
19 and unlawful practices, Defendants never provided Plaintiff with an hour of pay at her regular
20 rate for each rest period violation as required by Labor Code § 226.7.

21 17. During the relevant time period, Defendants required Plaintiff to use her personal
22 cell phone to communicate with Defendants and to report her hours worked. Despite being
23 required to use her personal cell phones, Plaintiff was not reimbursed by Defendants for such
24 mandatory expenses, as mandated by Labor Code § 2802. *See Cochran v. Schwan's Home*
25 *Service, Inc.*, 228 Cal. App. 4th 1137 (2017).

26 18. As a result of Defendants' failure to pay Plaintiff all minimum wages, all overtime
27 wages, all meal premium wages, and all rest premium wages, Defendants maintained inaccurate
28 payroll records and issued inaccurate wage statements to Plaintiff during the relevant statutory

period. *See Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022).

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

20. Wage Order 15 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

21. As discussed in the factual allegations contained herein, Defendants failed to conform their timekeeping practices to the requirements of the law. Accordingly, Plaintiff was not compensated for all hours worked including, but not limited to, all hours she was subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 15.

22. Defendants' policy and practice of not paying all minimum wages violates California Labor Code §§ 204, 210, 216, 558, 1182.12, 1197.1, 1198, and Wage Order 15.

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

SECOND CAUSE OF ACTION

OVERTIME WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

25. Wage Order 15 section 3, and California Labor Code section 510, 1194, and 1198

1 establish the right of employees to be paid one and one-half times the employee's regular rate of
2 pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday
3 or more than 40 hours in any workweek, and for the first eight (8) hours worked on the seventh
4 (7th) consecutive day of work in a workweek, in amounts set by state law. California Labor Code
5 section 1454 establishes the right of domestic work employees who are personal attendants to be
6 paid one and one-half times the employee's regular rate of pay for all hours worked in excess of
7 nine (9) hours in any workday or more than 45 hours in any workweek. Labor Code §§ 1194(a)
8 provides that an employee who has not been paid overtime wages as required by the Labor Code
9 may recover the unpaid balance together with interest accrued thereon, attorneys' fees, and costs
10 of suit.

11 26. As discussed in the factual allegations contained herein, at all relevant times
12 herein, Defendants failed to conform their pay practices to the requirements of the law by causing
13 Plaintiff to work 24-hour shifts approximately two to four times per workweek but failing to
14 compensate Plaintiff at one and one-half times her regular rate of pay for all overtime hours
15 worked.

16 27. As a direct and proximate result of Defendants' unlawful conduct as alleged
17 herein, Plaintiff has sustained economic damages, including but not limited to unpaid overtime
18 wages and lost interest, in an amount to be established at trial, and she is entitled to recover
19 economic and statutory damages and penalties and other appropriate relief as a result of
20 Defendants' violations of the California Labor Code and Wage Order 15.

21 28. Defendants' practice and uniform administration of corporate policy regarding
22 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff in
23 a civil action for the unpaid amount of overtime wages, including interest thereon, statutory
24 penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 510,
25 1194, 1198, and Code of Civil Procedure § 1021.5.

26 **THIRD CAUSE OF ACTION**
27 **MEAL PERIOD VIOLATIONS**
28 **(AGAINST ALL DEFENDANTS)**

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

2 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 failed in their affirmative obligation to provide all of their hourly non-exempt employees,
4 including Plaintiff, with all required first meal periods and second meal periods in accordance
5 with the mandates of the California Labor Code and Wage Order 15, for the reasons set forth in
6 the factual allegations of this Complaint. Despite Defendants' violations, Defendants did not pay
7 an additional hour of pay to Plaintiff at her regular rate of pay for each meal period violation, as
8 required by Labor Code § 226.7.

9 31. As a result, Defendants are responsible for paying premium compensation for meal
10 period violations, including interest thereon, statutory penalties, attorneys' fees, and costs of suit
11 pursuant to Wage Order 15, Labor Code §§218.5, 226.7, 512, and Civil Code §§ 3287(b) and
12 3289. *See Betancourt v. OS Restaurant Services, LLC*, 83 Cal. App. 5th 132 (2022).

13 **FOURTH CAUSE OF ACTION**

14 **REST PERIOD VIOLATIONS**

15 **(AGAINST ALL DEFENDANTS)**

16 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 33. Wage Order 15 and California Labor Code §§ 226.7 and 516 establish the right of
18 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
19 period worked, or major fraction thereof. "Employees are entitled to 10 minutes' rest for shifts
20 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
21 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on," and employers
22 have a "duty to make a good faith effort to authorize and permit rest breaks in the middle of each
23 work period[.]" *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1029, 1031
24 (2012). "In the context of an eight-hour shift, '[a]s a general matter,' one rest break should fall
25 on either side of the meal break." *Brinker*, 53 Cal. 4th at 1032.

26 34. Due to Defendants' unlawful rest period policies and/or practices as set forth in
27 the factual allegations section of this Complaint, Defendants did not authorize and permit Plaintiff
28 to take first, second, or third rest periods to which she was legally entitled. Despite Defendants'

violations, Defendants have not paid an additional hour of pay to Plaintiff at her regular rate of pay for each rest period violation, in accordance with California Labor Code § 226.7.

35. The foregoing violations create an entitlement to recovery by Plaintiff in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit pursuant to Wage Order 15, California Labor Code §§ 218.5, 226.7 and 516, and Civil Code §§ 3287(b) and 3289. *See Betancourt v. OS Restaurant Services, LLC*, 83 Cal. App. 5th 132 (2022).

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

37. It was necessary for Plaintiff to use her personal cell phone to perform her job duties, without reimbursement. Although Plaintiff incurred such expenses at the direction of Defendants and/or in the direct discharge of her job duties, Defendants did not reimburse Plaintiff for such necessary work expenditures during the relevant statutory period.

38. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

39. At all relevant times herein, Defendants were subject to Labor Code § 2804, which states that "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

40. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff was damaged in sums, which will be shown according to proof.

41. Plaintiff is entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

1 42. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
2 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
3 Plaintiff is entitled to interest, which shall accrue from the date on which they incurred the initial
4 necessary expenditure.

5 **SIXTH CAUSE OF ACTION**

6 **WAGE STATEMENT VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

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

9 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knowingly and intentionally, as a matter of uniform policy and/or practice, failed to furnish
11 Plaintiff with accurate and complete itemized wage statements that included, among other
12 requirements, all gross and net wages earned and all applicable hourly rates in effect during the
13 pay period and corresponding number of hours worked at each hourly rate, in violation of Labor
14 Code § 226.

15 45. Defendants' failure to furnish Plaintiff with complete and accurate itemized wage
16 statements resulted in actual injury, as said failures led to, among other things, the non-payment
17 of all minimum wages, overtime wages, meal premium and rest premium wages, and deprived
18 Plaintiff of the information necessary to identify the discrepancies in Defendants' reported data.

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

22 **SEVENTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION**

24 **(AGAINST ALL DEFENDANTS)**

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

26 48. Defendants have engaged and continue to engage in unfair and/or unlawful
27 business practices in California in violation of California Business and Professions Code § 17200
28 et seq. by engaging in the unlawful conduct described above, including failing to pay Plaintiff all

1 minimum wages and overtime wages; failing to provide all legally required meal and rest periods
2 or pay legally compliant premium payments in lieu thereof; failing to reimburse for necessary
3 business expenses; and knowingly failing to furnish accurate and complete itemized wage
4 statements in violation of Labor Code § 226.

5 49. Defendants' utilization of these unfair and/or unlawful business practices deprived
6 Plaintiff of compensation to which she is legally entitled, constitutes unfair and/or unlawful
7 competition, and provides an unfair advantage over Defendants' competitors who have been
8 and/or are currently employing workers and attempting to do so in honest compliance with
9 applicable wage and hour laws.

10 50. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
11 herein, Plaintiff for herself, seeks full restitution of monies, as necessary and according to proof,
12 to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to
13 Business and Professions Code §§ 17203 and 17208.

14 51. The acts complained of herein occurred within the last four years immediately
15 preceding the filing of the Complaint in this action.

16 52. Plaintiff was compelled to retain the services of counsel to file this court action to
17 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
18 of Defendants' current hourly non-exempt employees and to enforce important rights affecting
19 the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
20 which she is entitled to recover under Code of Civil Procedure § 1021.5.

21 **EIGHTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **(AGAINST ALL DEFENDANTS)**

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

25 54. Defendants have committed several Labor Code violations against Plaintiff and
26 other similarly aggrieved employees. Plaintiff, as an "aggrieved employee" within the meaning
27 of Labor Code § 2698 et seq., acting on behalf of herself, the State of California, and other
28 similarly aggrieved employees, brings this representative action against Defendants to recover

1 the civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California
2 according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to \$100.00
3 for each initial violation and \$200 for each subsequent violation per employee per pay period for
4 the following Labor Code violations:

- 5 a. Failing to compensate at least the California minimum wage for all hours worked
6 to Plaintiff and other similarly aggrieved employees in violation of Labor Code §§
7 1182.12, 1194, 1194.2, 1197;
- 8 b. Failing to compensate overtime wages for all overtime hours worked in a
9 workweek under applicable California law to Plaintiff and other similarly
10 aggrieved employees in violation of Labor Code §§ 510, 1194, 1198;
- 11 c. Failing to provide all legally required meal periods, or to pay premium pay in lieu
12 thereof, to Plaintiff and other similarly aggrieved employees in violation of Labor
13 Code §§ 226.7, 512, and 558;
- 14 d. Failing to authorize and permit all legally required rest periods, or to pay premium
15 pay in lieu thereof, to Plaintiff and other similarly aggrieved employees in violation
16 of Labor Code §§ 226.7, 516, and 558;
- 17 e. Failure to reimburse Plaintiff and other similarly aggrieved employees for business
18 expenses incurred at the direct of Defendants and/or in the direct discharge of their
19 job duties in violation of Labor Code § 2802;
- 20 f. Failing to furnish Plaintiff and other similarly aggrieved employees with complete,
21 accurate, itemized wage statements in violation of Labor Code § 226;
- 22 g. Failing to pay Plaintiff and other similarly aggrieved employees all earned wages
23 at least twice during each calendar month in violation of Labor Code § 204; and
- 24 h. Failing to maintain accurate records on behalf of Plaintiff and other similarly
25 aggrieved employees in violation of Labor Code § 1174.

26 55. Plaintiff notified Defendants via certified mail and filed an online PAGA claim
27 notice with the California Labor and Workforce Development Agency (“LWDA”) identifying
28 Defendants’ violations of the California Labor Code identified in this Complaint and Plaintiff’s

1 intent to bring a claim for civil penalties under California Labor Code section 2698 et seq.
2 Plaintiff also submitted a filing fee of seventy-five (\$75.00) to the LWDA in accordance with
3 Labor Code section 2699.3(a)(1)(B). Sixty-five days have passed from the date of Plaintiff's
4 notice to the LWDA, and thus Plaintiff has exhausted her administrative remedies, thereby
5 allowing Plaintiff to commence a civil action against Defendants pursuant to Labor Code section
6 2699.

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

11 **PRAYER**

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

13 1. Upon the First Cause of Action, for payment of minimum wages, liquidated
14 damages, and penalties according to proof pursuant to Labor Code § 558, 1194, 1194.2 and 1199;

15 2. Upon the Second Cause of Action, for payment of unpaid overtime wages, and
16 penalties according to proof pursuant to Labor Code §§ 510, 1194, 1198, and 1454;

17 3. Upon the Third Cause of Action, compensatory, consequential, general and
18 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

19 4. Upon the Fourth Cause of Action, for compensatory, consequential, general and
20 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;

21 5. Upon the Fifth Cause of Action, for compensatory, consequential, general and
22 special damages according to proof pursuant to Labor Code §§ 2802, 2804;

23 6. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
24 226;

25 7. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or
26 property unlawfully acquired by Defendants by means of any acts or practices declared by this
27 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

28 8. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other

1 similarly aggrieved employees, and the State of California according to proof pursuant to Labor
2 Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$50.00 for each initial
3 violation and \$100 for each subsequent violation of Labor Code § 558 per employee per pay
4 period and; (2) \$100.00 for each initial violation and \$200 for each subsequent violation per
5 employee per pay period for the violations of the Labor Code Sections cited in Labor Code §
6 2699.5;

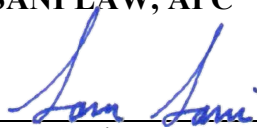
7 9. Prejudgment interest on all due and unpaid wages pursuant to California Labor
8 Code § 218.6 and Civil Code §§ 3287 and 3289;

9 10. On all causes of action, for attorneys' fees and costs as provided by California
10 Law, including Labor Code §§ 218.5, 226, 1194 *et seq.*, 2699(g), and Code of Civil Procedure §
11 1021.5; and

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

13 Dated: January 8, 2024

SANI LAW, APC

14
15 By: 

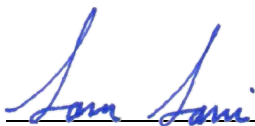
16 Sam Sani
17 Attorney for Plaintiff
18 Nanci MCDaniel
19
20
21
22
23
24
25
26
27
28

DEMAND FOR TRIAL BY JURY

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

Dated: January 8, 2024

SANI LAW, APC

By: 

Sam Sani
Attorney for Plaintiff
NANCI MCDANIEL