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NOELLE STEINBERG**

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
UNLIMITED JURISDICTION**

NOELLE STEINBERG,	)	CASE NO.:
	)	
Plaintiff,	)	
vs.	)	
	)	COMPLAINT FOR DAMAGES
KADIANT LLC; and DOES 1 to 50,	)	
inclusive,	)	JURY DEMAND
	)	
Defendants.	)	
	)	
	)	
	)	

Plaintiff NOELLE STEINBERG (hereinafter "Plaintiff"), hereby submits claims against Defendant KADIANT LLC (hereinafter "Defendant"), alleges the following as and for a complaint against Defendant.

INTRODUCTION

1. This action is within the Court's jurisdiction pursuant to the provisions of California *Labor Code* §§ 201-204, 226, 226.7, 970 1194, 1194.2 and 1199, and 970 and California *Business and Professions Code* §§ 17200, *et seq.* Additionally, this action is brought pursuant to California's prohibition of Whistleblower Retaliation, Cal. Lab. Code §§ 1102.5 *et seq.* and 232.5(c), as well as California's prohibition of Wrongful Termination in Violation of Public Policy, Cal. Lab. Code § 1102.5(c) and Cal. Gov't Code § 12940(h).

1 2. This Complaint challenges systemic illegal employment practices resulting in
2 violations of the California *Labor Code, Business and Professions Code*, and applicable Industrial
3 Welfare Commission (“IWC”) wage order against employees of Defendants.

4 3. Plaintiff is informed and believes and based thereon alleges that Defendant has acted
5 intentionally and with deliberate indifference and conscious disregard of the rights of all employees
6 in, among other things, failing to provide the statutorily required meal and rest periods and failing to
7 pay the statutorily required meal period and rest period premium wages when not provided, failing to
8 pay all minimum, regular and overtime wages due, failing to pay wages in a timely fashion, including
9 at the end of employment, and failing to keep statutorily required payroll records.

10 4. Plaintiff is informed and believes and based thereon alleges that Defendant has engaged
11 in, among other things, a system of willful violations of the California *Labor Code, Business and*
12 *Professions Code*, and applicable IWC wage order, including, but not limited to, Labor Code §§ 201-
13 203, 221, 222.5, 223, 226.3, 226.7, 400-410, 450, 510, 512, 970, 1182, 1174, 1194, 1197, 1197.1, and
14 2802; California Code of Regulations, Title 8 §11050 section 3, 4, 5, 7, 11, & 12; California Wage
15 Order No. 5-2001 (8 Cal. Code Reg., § 11050); and Industrial Wage Commission Wage (hereinafter
16 “IWC”) Order No. 5. Specifically, Plaintiff challenges Defendant’s acts of creating and maintaining
17 policies, practices and customs of: (1) making deductions from Plaintiff’s wages; (2) failing to
18 provide, authorize, permit and/or make available meal and rest periods to Plaintiff as required by
19 California law; (3) denying Plaintiff full compensation for all hours worked; (4) failing to pay Plaintiff
20 minimum wage; (5) failing to pay Plaintiff overtime and double time; (6) failing to provide Plaintiff
21 with accurate, itemized wage statements; and (7) failing to timely pay Plaintiff full wages upon
22 termination or resignation.. Plaintiff seeks compensation, damages, penalties and interest to the full
23 extent permitted by the Labor Code and IWC Wage Orders.

24 5. Furthermore, Plaintiff alleges based upon her experience of being terminated from her
25 employment shortly after raising concerns with management over the aforementioned violations of
26 the California Labor Code and IWC wage order that Defendant terminated her in retaliation for raising
27 such concerns. Such conduct violates the Labor Code and Public Policy.

6. The policies, practices and customs of Defendant described above and below have resulted in the unjust enrichment of Defendant and an unfair business advantage over businesses that routinely adhere to the strictures of the California *Labor Code* and the *Business and Professions Code*.

JURISDICTION AND VENUE

7. This Court has jurisdiction over the alleged violations of the California *Labor Code* §§ 201-204, 226, 226.7, 512, 970, 1102.5, 1194, 1194.2, 1197.1, 1198 and 1199, California Government Code § 12940(h), and California *Business and Professions Code* §§ 17200, *et seq.*

8. This case is subject to the jurisdiction of this Court pursuant to California *Labor Code*, California *Business and Professions Code*, California *Code of Civil Procedure*, and the California Department of Industrial Relations. On information and belief, and at all times relevant, Defendant operates and is doing business under the brand name of KADIANT LLC. Defendant does business throughout the State of California and within this County.

9. The unlawful acts alleged herein have a direct effect on Plaintiff and other employees similarly situated within the State of California. Plaintiff has suffered damages and will continue to suffer the same harm as a result of Defendant's wrongful conduct unless the relief requested herein is granted.

PARTIES

10. Plaintiff is informed and believes and based thereon alleges that Defendant KADIANT LLC is a Delaware corporation, which regularly does business throughout the State of California. Plaintiff is informed and believes and thereon alleges that Defendant, at all times herein mentioned, is and was doing business in the County of San Diego, State of California.

11. Defendant is a behavioral healthcare and therapy provider doing business in the County of San Diego, California that employs hundreds of people situated similarly to Plaintiff.

12. Whenever in this Complaint reference is made to “Defendant,” such allegations collectively mean and refer to Defendants KADIANT LLC, its subsidiaries and divisions, and DOES 1 through 50.

13. Plaintiff NOELLE STEINBERG (hereinafter, "Plaintiff") was, at all times relevant herein, employed by Defendant as a registered behavior technician and caseworker in one of

1 Defendant's locations within the County of San Diego. Others situated similarly to Plaintiff will
2 hereinafter be referred to as "Employees".

3 14. Plaintiff is informed and believes and based thereon alleges that at all times herein
4 mentioned Defendants are and were corporations, business entities, individuals, and partnerships,
5 licensed to do business and actually doing business in the State of California.

6 15. Plaintiff does not know the true names or capacities, whether individual, partner or
7 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
8 Defendants are sued under such fictitious names. Plaintiff prays for leave to amend this Complaint
9 when the true names and capacities of said Doe Defendants become known to Plaintiff. Plaintiff is
10 informed and believes and thereon alleges that each of said fictitious Defendants were responsible in
11 some way for the matters alleged herein, and proximately caused Plaintiff, as well as members of the
12 Class and members of the general public, damages as more specifically identified below.

13 16. At all times herein mentioned, each of said Defendants participated in the doing of the
14 acts hereinafter alleged to have been done by the named Defendants; and, furthermore, the Defendants,
15 and each of them, were the agents, servants and employees of each of the other Defendants, as well as
16 the agents of all Defendants, and at all times herein mentioned were acting within the course and scope
17 of said agency and employment.

18 17. Plaintiff is informed and believes and based thereon alleges that at all times material
19 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer
20 of, or working in concert with, each of the other co-Defendants and was acting within the course and
21 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,
22 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
23 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

24 18. At all times herein mentioned, Defendants, and each of them, were members of, and
25 engaged in, a joint venture, partnership and common enterprise, and acted within the course and scope
26 of, and in pursuance of, said joint venture, partnership and common enterprise.

27 19. Plaintiff is further informed and believes and based thereon alleges, at all times herein
28 material, each Defendants were completely dominated and controlled by its Co-Defendants, and each

was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any conduct by Defendants or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this Complaint, but were employees and/or agents of Defendants, such individuals at all relevant times acted on behalf of Defendants named in this Complaint within the scope of their respective employments.

20. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

FACTUAL ALLEGATIONS

21. At all times herein mentioned, Plaintiff was an employee of Defendants in the State of California, and Defendants were and are employers employing persons in the State of California. As such, Plaintiff was the type of person contemplated to be protected by the California *Labor Code* and the Wage Order, and said laws and regulations were intended to apply to Defendants and to prevent the type of injury and damage described herein.

22. Plaintiff is informed and believes and based thereon alleges that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and hour laws.

23. During the relevant time period of this action, Defendants have employed Plaintiff and other similarly situated individuals, and continues to employ said similarly situated individuals, Employee as hourly behavioral technicians tasked with performing various duties, including without limitation, consulting with and advising clients.

1 24. Defendant's control over Plaintiff's wages, hours, and working conditions begins with
2 Defendant's requirement that each Employee enter into an agreement with Defendants as to the terms
3 of their employment.

4 25. Defendants retain the right to terminate Employees without notice if they fail to adhere
5 to any part of the Agreement. Defendants require Employees to comply with their numerous policies
6 and procedures, or face possible termination

7 26. Defendants maintain exclusive control over the rates of pay that Employees will
8 receive, which is based on an hourly rate and other factors, determined at the sole discretion of
9 Defendants. Defendants reserve the right to make adjustments to their rates of pay, at any time,
10 without notice to Employees directly impacting the wages earned by Plaintiff.

11 27. Defendants determine where Employees are required to work, when they are required
12 to work, and how they are required to work. Specifically, Defendants will set Employee work
13 schedules, which instruct them where and when to work.

14 28. Defendants maintain attendance records, and have the ability to maintain accurate time
15 records for all hours worked by Employees.

16 29. Defendant routinely forces Employees to work through their meal and rest breaks
17 without proper compensation. E.g., Plaintiff, as an Employee of Defendant's employed as a behavioral
18 technician in one of Defendant's locations, would routinely be forced to work through most statutorily
19 required meal and rest breaks during her shifts, and Defendant would do so without properly
20 accounting for and compensating Plaintiff, as well as similarly situated Employees, for such routine
21 deprivations of meal and rest breaks.

22 30. Plaintiff estimates that, during her employment with Defendant, she missed over 200
23 meal and/or rest breaks.

24 31. Defendant fails to provide breaks, provides them late, does not provide breaks that are
25 duty free, and otherwise provides non-compliant breaks, such that a compliant meal break is the
26 exception rather than the norm. Further, Defendant fails to maintain accurate time records regarding
27 meal breaks for Employees despite clearly having the ability, resources, and technology to do so.
28

1 32. Plaintiff is informed and believes and based thereon alleges that Defendants know,
2 should know, knew or should have known that Plaintiff was entitled to receive duty-free meal periods
3 within the first five (5) hours of any shift of six (6) or more hours worked, and that any failure to do
4 so requires Defendants to pay Plaintiff one (1) hour of wages per day for untimely, missed, or on-duty
5 meal periods.

6 33. Plaintiff is informed and believe and based thereon allege that, during the relevant
7 period, Defendants had a consistent policy or practice of requiring Employees, including Plaintiff, to
8 continue working through meal periods, or were required to stay on the premises during their meal
9 periods, or were interrupted during their meal periods, or Defendants otherwise failing to provide a
10 duty-free meal period within the first five (5) hours of any shift of six (6) or more hours worked.

11 34. Plaintiff is informed and believes and based thereon alleges, during the relevant period,
12 Defendants had a consistent policy or practice of failing to compensate Employees, including Plaintiff,
13 for duty-free meal periods that were not provided within the first five (5) hours of any shift of six (6)
14 or more hours worked, and for on-duty meal periods.

15 35. Plaintiff is informed and believes and based thereon alleges that Defendants know,
16 should know, knew or should have known that Employees, including Plaintiff, were and are entitled
17 to one (1) ten (10) minute rest break for each shift of four (4) hours or more, and that any failure to
18 allow said breaks requires Defendants to pay Employees, including Plaintiff, one (1) hour of wages
19 per day for missed or on-duty rest breaks.

20 36. Plaintiff is informed and believes and based thereon alleges that during the relevant
21 period, Defendants had a consistent policy or practice of failing to provide to Employees, including
22 Plaintiff, one (1) ten (10) minute break for each shift of four (4) hours or more worked.

23 37. Plaintiff is informed and believes and based thereon alleges that, during the relevant
24 period, Defendants had a consistent policy or practice of failing to provide Employees, including
25 Plaintiff, with accurate wage statements reflecting the true number of hours worked due to Defendants'
26 failure to provide lawful, timely, and duty-free meal and rest periods and failure to document all hours
27 worked.

38. Following Plaintiff's termination, Defendant failed to pay her all due wages in a timely manner and failed to provide her with a due and proper accounting of all hours worked and wages owed to him.

FIRST CAUSE OF ACTION
Penalties Pursuant to Labor Code Private Attorneys General Act of 2004
Violation of Cal. Lab. Code §§ 2698, *et seq.*, 558

39. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs as if fully alleged herein. Plaintiff is an aggrieved employee as defined by Cal. Lab. Code § 2699(c) as she was employed by Defendant during the applicable statutory period and suffered injury as a result of Defendant's Labor Code violations. Accordingly, Plaintiff seeks to recover on behalf of the State of California, as well as herself and all other current and former aggrieved employees of Defendant who has worked in California, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

40. Defendant's employees are entitled to penalties for Defendant's violations of Cal. Lab. Code §§ 201-204, 216, 218, 218.5, 218.6, 225.5, 223, 226, 226.7, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197.1, and 1199, *et seq.* Plaintiff seeks civil penalties pursuant to PAGA for: (1) failure to provide proper itemized wage statements in violation of Cal. Lab. Code § 226(a), 226.3, and Wage Order 4-2001; (2) failure to pay the appropriate minimum wage for all hours worked in violation of Cal. Lab. Code §§ 1197, 1194, 1194.2, 1197.1, 1199 and Wage Order 4-2001; (3) failure to pay for rest periods in violation of Cal. Lab. Code §§ 226.7, 512, 558, and 1198; (4) failure to timely pay all earned wages during employment and upon termination and failing to conspicuously post notice of regular pay days in violation of Cal. Lab. Code §§ 201-204, 207 and 208; (5) secretly paying wages lower than required by statute in violation of Cal. Lab. Code § 223; (6) failure to keep accurate records of hours worked and technicians' personal information in violation of Cal. Lab. Code § 1174, 1174.5, and 1175; and (7) willfully refusing to pay wages in violation of Cal. Labor Code §§ 216, 218, 218.5, 218.6, and 225.5.

41. Cal. Lab. Code § 2699(f) provides for civil penalties for violation of all Labor Code provisions for which no civil penalty is specifically provided. There is no specified civil penalty for violations of Cal. Lab. Code §§ 206.5, 351, 353, 2802, 2810.5. With respect to minimum wage

1 violations under Cal. Lab. Code §§ 1197 and 1194, § 1197.1 imposes a civil penalty in addition to any
2 other penalty provided by law of one hundred (\$100) for each underpaid employee for each pay period
3 for which the employee is underpaid in addition to an amount sufficient to recover underpaid wages
4 and liquidated damages, and, for each subsequent violation of Labor Code §§1197 and 1194, two
5 hundred and fifty dollars (\$250) for each underpaid employee for each pay period for which the
6 employee is underpaid in addition to an amount sufficient to recover underpaid wages and liquidated
7 damages. With respect to violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil
8 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
9 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee
10 for each subsequent violation of Labor Code § 226(a). With respect to violations of Labor Code §
11 226.8, Labor Code § 226.8(b) imposes a civil penalty of not less than five thousand dollars (\$5,000)
12 and not more than fifteen thousand dollars (\$15,000) for each violation. With respect to violations of
13 Labor Code § 204, the statute imposes a civil penalty in addition to any other penalty of one hundred
14 dollars (\$100) for initial violations for each underpaid employee and two hundred dollars (\$200) for
15 subsequent violations for each underpaid employee, plus 25% of the amount unlawfully withheld. With
16 respect to violations of Labor Code §§ 221, 223, the statute imposes a civil penalty in addition to any
17 other penalty of one hundred dollars (\$100) for initial violations for each underpaid employee and two
18 hundred dollars (\$200) for subsequent violations for each underpaid employee, plus 25% of the amount
19 unlawfully withheld. With respect to violations of Labor Code § 1174, the statute imposes a civil
20 penalty of five hundred dollars (\$500).

21 42. Plaintiff complied with the notice requirement of Cal. Lab. Code §2699.3 and served a
22 written notice to the California Labor & Workforce Development Agency (“LWDA”) through its
23 website’s online filing portal, and on Defendant via Certified Mail, return receipt requested, on [date].
24 It has been 65 days or more since the LWDA was notified of the Labor Code violations asserted in this
25 Complaint, and the LWDA has not provided any notice that it will or will not investigate the alleged
26 violations.

27 43.
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for themselves and all others on whose behalf this
3 suit is brought against Defendants, jointly and severally, as follows:

- 4 a. For civil penalties pursuant to PAGA;
5 b. For reasonable costs and attorneys' fees; and
6 c. Any other and further relief the Court deems just and proper.

7 **DEMAND FOR JURY TRIAL**

8 44. Plaintiff requests a trial by jury on all applicable claims.

9
10 Dated: June 25, 2026

By: _____

11 Law Offices of Todd M. Friedman, P.C.

12 Todd M. Friedman

13 Adrian R. Bacon, Esq.
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