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Attorneys for Plaintiff Sarah Camarena

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

SARAH CAMARENA,

Plaintiff,

vs.

EDTHEORY, LLC; MARVEL PHILIP;
PRADEESH THOMAS; and DOES 1 to 25,
inclusive,

Defendants.

) CASE NO.: **24STCV06774**

) **COMPLAINT FOR DAMAGES FOR:**

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

) **DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, SARAH CAMARENA (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of LOS ANGELES in this judicial district because Defendants EDTHEORY, LLC, MARVEL PHILIP, PRADEESH THOMAS and DOES 1 to 25, inclusive, do business in the County of LOS ANGELES and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of LOS ANGELES is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant EDTHEORY, INC. is and a Delaware corporation doing business in Pleasanton, California, and which employed Plaintiff. Plaintiff is informed and believes and thereon alleges that MARVEL PHILIP, and PRADEESH THOMAS are individuals who reside in the state of California and who are the owners, directors, and/or managing agents of ED THEORY, LLC. Plaintiff alleges that the foregoing individuals are being included in this complaint pursuant to Labor Code Section 558.1 in that they were involved in the day-to-day operations of the business, were involved in the policymaking regarding wage and hour compliance, and controlled the wages, hours, and/or working conditions of Plaintiff and other hourly, non-exempt employees. EDTHEORY, LLC; MARVEL PHILIP; PRADEESH THOMAS and DOES 1 to 25, inclusive, are hereinafter collectively referred to as “Defendant(s)”, “or “EDTHEORY”.

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

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

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

5 **GENERAL ALLEGATIONS**

6 6. Plaintiff is currently working at EDTHEORY as a school aide. During her employment
7 tenure, Plaintiff was and is classified as an hourly, non-exempt employee and earned
8 approximately \$24.25 per hour.

9 7. EDTHEORY has committed numerous labor code violations against Plaintiff and other
10 similarly situated aggrieved employees.

11 8. EDTHEORY has committed the below labor code violations against Plaintiff and other
12 hourly, non-exempt employees. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal.
13 App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant
14 Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a
15 year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his
16 claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of
17 wages upon termination of employment and weekly payment of wages to temporary
18 employees. The trial court determined Huff was not a temporary employee, and therefore,
19 lacked standing to bring the claim. Thus, Securitas was granted a motion for summary
20 judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a
21 new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor
22 Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA
23 statute only allows the PAGA representative to sue for violations that the representative has
24 personally suffered. The PAGA statute states that an “aggrieved employee” is able to file suit
25 on behalf of themselves and others. The statute also states that an “aggrieved employee” is
26 “any person who was employed by the alleged violator and against whom one or more of the
27 alleged violations was committed.” Because at least one of the violations that Huff had alleged
28 had affected him personally, the Court of Appeal denied Securitas’ motion.

1 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
2 other employees, it allows for suits broader than the specific violations the named employee
3 experienced. Therefore, even if the employee did not personally experience the Labor Code
4 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff's
5 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
6 employees, including hourly non-exempt employees, irrespective of job title or job duties and
7 irrespective of location worked, as long as it was in the state of California.

8 10. EDTHEORY did not provide Plaintiff and other similarly situated aggrieved employees
9 with the minimum wages to which they were entitled for all work performed and did not
10 compensate her and others for all hours worked pursuant to California Labor Code sections 1194,
11 1197 and 1197.1. This is so because Plaintiff and others consistently worked "off the clock" in
12 that the company had a policy of rounding down hours to the detriment of employees who would
13 not be paid for all hours worked. In addition, since EDTHEORY manipulated Plaintiff's
14 timecard entries to input a meal break of 30 minutes that was NEVER taken, EDTHEORY was
15 essentially stealing wages from Plaintiff and not paying her for all hours worked, including the
16 minimum wage. Management was aware that Plaintiff was working "off the clock" and yet did
17 not compensate her for these work hours. Consequently, Plaintiff was not being paid for all hours
18 worked and was not being paid the minimum wage for all hours worked.

19 11. Due to the above, including the "off the clock" work, EDTHEORY also violated Labor
20 Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees
21 overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours
22 per week throughout their employment. This is so because EDTHEORY did not factor in the
23 "off the clock" hours for purposes of overtime payment in that the "off the clock" hours caused
24 employees to be entitled to overtime compensation, however, they were not paid any overtime
25 compensation. Moreover, any bonuses or incentive payments were not factored into Plaintiff's
26 and others' regular rate of pay for purposes of deciphering the correct overtime rate of pay.
27 Additionally, the incentive and bonus payments were also not factored into employees' regular
28 rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

1 12. EDTHEORY violated Labor Code §§ 512 and 226.7 along with the applicable Industrial
2 Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly
3 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
4 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
5 periods. EDTHEORY did not completely relieve Plaintiff of all duties during said meal periods.
6 EDTHEORY did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of
7 compensation for each workday that one or more statutory meal periods was not provided. It was
8 not part of the company culture for employees such as Plaintiff and others to consistently receive
9 a meal break before the 5th hour worked and for the meal break to be uninterrupted. In fact, and
10 as alluded to above, Plaintiff did not typically receive ANY type of meal break. What's worse is
11 that the company would still auto deduct 30 minutes from Plaintiff's work hours even though
12 she did not take a meal period whatsoever. As such, it was the normal practice and custom of
13 EDTHEORY not to authorize, permit, and enforce UNINTERRUPTED statutory meal periods.
14 As such, the environment and culture at EDTHEORY was not conducive to receiving statutory
15 meal breaks under California law. If EDTHEORY had Plaintiff sign a meal period waiver, it
16 would not be valid and enforceable since Plaintiff and others generally worked more than a 6-
17 hour shift. If EDTHEORY had Plaintiff sign an on-duty meal period agreement Plaintiff agreed
18 to work through the meal periods, it would be invalid and unenforceable because the nature of
19 Plaintiff's job does not and did not prevent her from taking a meal period and the company could
20 have hired "breakers" to relieve Plaintiff of her job duties so that she can actually take a timely,
21 uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not allow
22 for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and others did
23 not generally receive statutory, timely meal periods during their employment. To the extent that
24 EDTHEORY argues that employees receive meal break premium pay for missed meal periods,
25 that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for
26 the violations themselves, irrespective of whether an employee received the premium payment
27 for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the
28 Court stated, "section 226.7 does not give employers a lawful choice between

1 providing *either* meal and rest breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire*
2 *Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of
3 pay does not excuse the violation; the employer has still committed a violation even if the
4 remedy for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
5 2016 WL 1110302 at *4). As such, the work environment and culture at EDTHEORY was not
6 conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover,
7 any meal or rest break premiums paid were not compensated at the weighted average regular
8 rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

9 13. Similarly, EDTHEORY violated Labor Code § 226.7 along with the applicable Industrial
10 Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly
11 situated aggrieved employees 10-minute rest periods for every four hours of work, or majority
12 portion thereof, throughout their employment. EDTHEORY did not completely relieve Plaintiff
13 of all duty during said rest periods. EDTHEORY did not pay to Plaintiff one additional hour of
14 pay at Plaintiff’s regular rate of compensation for each workday that one or more statutory rest
15 periods was not provided. Like the situation involving meal breaks, it was not company policy
16 and not part of the company culture for employees such as Plaintiff and others to take timely,
17 uninterrupted rest breaks per day. As such, the culture at EDTHEORY did not lend itself to the
18 employees receiving timely and uninterrupted statutory breaks wherein they were relieved of all
19 work duties. It was the normal practice and custom of EDTHEORY not to authorize, permit, and
20 enforce statutory rest periods as rest periods simply did not exist.

21 14. Furthermore, during the relevant time period, and due to the violations as alleged above,
22 EDTHEORY failed to pay Plaintiff and other similarly situated aggrieved employees all wages
23 due to them within any time period specified by California Labor Code section 204. Additionally,
24 Plaintiff and others were not paid timely under Labor Code section 204 in that they received
25 their paychecks almost two weeks after the end of the pay period, which is a violation of
26 California law. EDTHEORY was also in violation of California Labor Code section 226(a) by
27 failing to include pertinent information on the wage statements, including but not limited to, all
28 hours worked, all hourly rates in effect, overtime hours worked, gross wages earned, premium

1 pay for missed meal and rest breaks, all deductions, net wages earned, gross wages earned, all
2 deductions, the correct name and address of the employing entity, the start and end of the pay
3 period, and reimbursement for business expenses, among others. As such, EDTHEORY did not
4 provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
5 itemized wage statements during the PAGA period.

6 15. EDTHEORY violated Labor Code § 203 because it willfully failed to pay other similarly
7 situated aggrieved employees their earned and due wages upon separation of employment, either
8 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
9 unpaid wages include compensation for all hours worked, overtime compensation, premium pay
10 for missed meal and rest breaks, and business expense reimbursement, among others.

11 16. During the relevant time period, EDTHEORY also failed to keep accurate and complete
12 payroll records showing the hours worked by Plaintiff and other similarly situated aggrieved
13 employees as well as the correct wages paid to Plaintiff (for “off the clock” work wherein she
14 worked through lunch) and other aggrieved employees pursuant to California Labor Code
15 sections 1174(d).

16 17. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related
17 expenses and costs that were not reimbursed by EDTHEORY. These costs include, but are not
18 limited to, uniforms and use of her cell phone for work purposes. Accordingly, EDTHEORY
19 was in violation of California Labor Code sections 2800 and 2802.

20 18. Each of the aforementioned violations, except the Labor Code section 226(a) violations,
21 is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is
22 no statutory right to cure.

23
24 **FIRST CAUSE OF ACTION**

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

26 **(California Industrial Welfare Commission Order 4-2001, California Code of
27 Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

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

1 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

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

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

9 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
10 compensation for all hours worked but not paid by Defendants for the three (3) years preceding
11 the filing of this Complaint.

12 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
13 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
14 this Court.

15 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
16 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
17 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
18 reasonable attorney's fees and costs of suit.

19 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
21 amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

28 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
to suffer or permit a California employee to work without paying wages at the minimum wage

1 rate for all hours worked as required by the applicable Industrial Welfare Commission
2 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
3 8, Section 11040, subdivision 4.

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

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

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

17 31. For all hours worked by Plaintiff for which she was paid less than the minimum wage
18 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
19 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
20 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
21 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO PAY OVERTIME**

27 **(California Industrial Welfare Commission Order 4-2001, California Code of
28 Regulations Title 8 Section 11040; California Labor Code Section 510)**

(Plaintiff against all named defendants and all DOE defendants)

1 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

3 34. Pursuant to Industrial Welfare Commission Order No. 4-2001, Cal. Code of Regs., Title
4 8, Section 11040, for the period of Plaintiff's employment, Defendants were required to
5 compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the
6 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
7 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
8 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

9 35. Plaintiff was a non-exempt employee entitled to the protections of the California
10 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
11 Section 11040.

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

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

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

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

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

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

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

28 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the

1 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
2 reasonable attorney's fees and costs of suit.

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

6 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

14 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
15 accurately reflected all information required by Labor Code Section 226, including but not
16 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
17 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
18 employee, all deductions, all hourly rates, and business expense reimbursement. Therefore,
19 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
20 accordance with California Labor Code Section 226(a).

21 48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
22 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
24 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
25 reasonable attorney's fees.

26 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
27 sustained damages, including loss of earnings, in an amount to be established at trial. As a
28 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs

1 and attorney's fees pursuant to statute.

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

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

7 **(California Labor Code Section 204)**

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

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

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

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

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

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

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

25 **SIXTH CAUSE OF ACTION**

26 **FAILURE TO GIVE REST BREAKS**

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

28 57. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

2 58. Plaintiff brings this cause of action under the following laws, for the following reasons:

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

23 59. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest
24 break after every four (4) hours of work or major fraction thereof, as required by California law.

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

61. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's

1 fees as well as interest under Labor Code section 218.6.

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

5 **SEVENTH CAUSE OF ACTION**

6 **FAILURE TO GIVE MEAL BREAKS**

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

8 63. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 62, inclusive, of this Complaint as though fully set forth herein.

10 64. Plaintiff brings this cause of action under the following laws, for the following reasons:

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

- 1 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
2 codified under California Code of Regulations Section 11040 , which penalizes the
3 employer \$50.00 for each initial violation, per employee, of any provision of the
4 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
5 f. California Labor Code section 1171 and 1173, which have given the California Labor
6 Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4) as
7 enforceable law.

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

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

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

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

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

3 **(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

4 69. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.

6 70. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
7 employee for all necessary expenditures or losses incurred by the employee in direct
8 consequence of the discharge of his or her duties.”

9 71. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
10 his duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
11 of completing her job duties, which were not reimbursed by Defendants, including uniforms and
12 use of her cell phone for work purposes.

13 72. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
14 and attorney’s fees and costs, under Labor Code section 2802.

15 **NINTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
18 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,**
19 **1198, 2802 and IWC Wage Order Nos. 4)**

20 **(Plaintiff Against all Named Defendants and all DOE Defendants)**

21 73. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
22 1 through 72, inclusive, of this Complaint as though fully set forth herein.

23 74. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
24 Defendants of the specific violations of the California Labor Code that Defendants and DOE
25 defendants have violated and continue to violate.

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

28 76. Plaintiff therefore has exhausted all administrative remedies required of her under

1 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
2 cause of action and pursue penalties in a representative action for Defendants' violations of the
3 Labor Code.

4 77. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
5 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
6 divisions, commissions, boards, agencies, or employees for violation of the code may, as an
7 alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of
8 himself or herself and other current or formal employees pursuant to the procedures specified in
9 California Labor Code section 2699.3.

10 78. Plaintiff is an "Aggrieved Employee" because Plaintiff was employed by the alleged
11 violator and had one or more of the alleged violations committed against her, and therefore is
12 properly suited to represent the interests of other current and former employees, including all
13 hourly, non-exempt employees, who worked for EDTHEORY anywhere in the state of
14 California locations during the applicable PAGA period.

15 79. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks penalties
16 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
17 numerous provisions of the California Labor Code as alleged in this Complaint.

18 80. Plaintiff therefore has exhausted all administrative remedies required of her under
19 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
20 cause of action and pursue penalties in a representative action for Defendants' violations of the
21 Labor Code.

22 81. California Labor Code section 2699 et seq. imposes penalties upon culpable
23 Defendants for violating the Labor Code.

24 82. California Labor Code section 558 establishes a civil penalty as follows: Any
25 employer or other person action on behalf of an employer who violates, or causes to be violated,
26 a section of this chapter or any provision regulating hours and days of work in any order of the
27 Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage
28 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for
each underpaid employee for each pay period for which the employee was underpaid ...; (2) for

1 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
2 period for which the employee was underpaid ...;

3 83. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
4 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
5 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

6 84. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
7 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
8 the following:

9 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
10 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802 via 2698 and 2699, and
11 any other Labor Codes and Industrial Welfare Commission Wage Order (Order
12 Nos. 4) violated based on the facts alleged in this Complaint.

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

17 **TENTH CAUSE OF ACTION**

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

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

20 **(Plaintiff against Edtheory, LLC and all DOE defendants)**

21 86. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 85, inclusive, of this Complaint as though fully set forth herein.

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

26 88. Defendant's violations of the California labor laws and the Labor Code
27 constitutes a business practice because it was done repeatedly over a significant period of time
28 in a systematic manner that was detrimental to Plaintiff and other employees.

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

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

8 91. For the four years preceding the filing of this action, Plaintiff requests
9 restitution of all monies and profits to be disgorged from Defendants in an amount according to
10 proof at time of trial, but in excess of the jurisdiction of this Court.

11 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
12 follows:

- 13 1. For compensatory damages including lost past and future wages, regular wages,
14 overtime, and all other sums of money, together with interest on said amounts, and any
15 other economic injury to Plaintiff, according to proof;
- 16 2. For special and consequential damages to Plaintiff in an amount subject to proof at
17 trial;
- 18 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
19 at trial;
- 20 4. For damages and penalties under Labor Code Section 204, 210, and 226 for Plaintiff in
21 an amount subject to proof at trial;
- 22 5. For restitution and disgorgement for all unfair business practices by EDTHEORY, LLC
23 against Plaintiff in an amount subject to proof at trial;
- 24 6. For an order enjoining EDTHEORY, LLC from further unfair and unlawful business
25 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 26 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
27 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 28 8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major

fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

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

10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of attorney's fees, costs, interest, and penalties according to proof to the extent permitted by law;

11. For restitution and/or damages for all amounts unlawfully withheld from the wages of Plaintiff, as may be proven;

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

13. For all interest as allowed by law;

14. For all costs and disbursements incurred in this suit;

15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, the California Labor Code; and/or other applicable laws; and

16. For such other and further relief as this Court may deem proper.

DATED: March 18, 2024

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Sarah Camarena

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2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
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5 DATED: March 18, 2024

MESSRELIAN LAW INC.

6
7 By 
8 Harout Messrelian, Esq.
9 Attorneys for Plaintiff Sarah Camarena
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