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 OZRA SAEIDI

FILED

Superior Court of California
 County of Los Angeles

05/20/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy**SUPERIOR COURT OF THE STATE OF CALIFORNIA****COUNTY OF LOS ANGELES**

OZRA SAEIDI, individually and on behalf of
 others similarly situated,

Plaintiff,

vs.

JASMIN LARIAN LLC DBA CULT GAIA;
 and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV31733

[Hon. Kenneth R. Freeman – Dept. 14]

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT**

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

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Ozra (“Plaintiff”), individually and on behalf of others similarly situated, hereby
2 brings this First Amended Class and Representative Action Complaint against Jasmin Larian,
3 LLC dba Cult Gaia, and DOES 1 through 100, inclusive (collectively, “Defendants”), and on
4 information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, individually and on behalf others similarly situated, hereby brings this
7 class action for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200, *et. seq.*, Labor Code §§ 226, 226.7, 512, 516, 558.1, 2698 *et seq.*, 2802, 2804, and
9 Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), in addition to seeking
10 declaratory relief and restitution. This class action is brought pursuant to California Code of Civil
11 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
12 Code because the amount in controversy exceeds this Court’s jurisdictional minimum. Plaintiff’s
13 First through Fifth Causes of Action are brought as a class action on behalf of herself and similarly
14 situated current and former employees of Defendants (hereinafter collectively referred to as the
15 “Class” or “Class Members,” as defined more fully in Paragraph 18, below) pursuant to California
16 Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceeds
17 the minimal jurisdiction limits of the Superior Court and will be established according to proof at
18 trial.

18 **VENUE**

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

25 **PARTIES**

26 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
27 Plaintiff was and currently is, a California resident. During the four years immediately preceding
28

1 the filing of the Complaint in this action and within the statute of limitations periods applicable
2 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
3 Designer and Sewer employee. Plaintiff was, and is, a victim of Defendants' policies and/or
4 practices complained of herein, lost money and/or property, and has been deprived of the rights
5 guaranteed by California Labor Code §§ 226, 226.7, 512, 516, 558.1, 2698 *et seq.*, 2802, 2804,
6 California Business and Professions Code § 17200 *et seq.* (Unfair Competition), and Wage Order
7 1, which sets employment standards for the manufacturing industry.

8 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
9 years preceding the filing of the Complaint and continuing to the present, Defendants hold
10 themselves out as doing business (and have done business) by designing, manufacturing, and
11 selling clothing, bags, shoes, and accessories, and employed Plaintiff and other similarly-situated
12 non-exempt employees within Los Angeles County and the State of California, including at and
13 8440 Melrose Avenue, West Hollywood, California 90069, and, therefore, were (and are) doing
14 business in Los Angeles County and the State of California.

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

23 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
24 herein, Defendants were and are the employers of Plaintiff and all members of the Classes (as
25 defined in Paragraph 18).

26 7. At all times herein mentioned, each of said Defendants participated in the doing
27 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
28 Defendants, and each of them, were the agents, servants, and employees of each and every one of

1 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
2 were acting within the course and scope of said agency and employment. Defendants, and each
3 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
4 omissions complained of herein.

5 8. At all times mentioned herein, Defendants, and each of them, were members of
6 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
7 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
8 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
9 Members, (as defined in Paragraph 18).

10 **GENERAL FACTUAL ALLEGATIONS**

11 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants hold
12 themselves out as doing business by designing, manufacturing, and selling clothing, bags, shoes,
13 and accessories in Los Angeles County, California and Escondido, California.

14 10. Defendants employed Plaintiff as a as a non-exempt Designer and Sewer employee
15 from approximately May 2021 through the present. Throughout her employment with
16 Defendants, Plaintiff was generally responsible for designing, pattern making, and sewing
17 clothes.

18 11. At all relevant times set forth herein, Defendants employed Plaintiff and Class
19 Members as hourly-paid or non-exempt employees.

20 12. At all relevant times set forth herein, Plaintiff generally worked shifts lasting from
21 eight to ten hours per day on approximately three to six days per week. Plaintiff sometimes
22 worked more than ten hours in a shift and sometimes worked seven days per week.

23 13. During the relevant time period, Defendants utilized a timekeeping policy/practice
24 of requiring non-exempt employees to punch-in and punch-out of Defendants' timekeeping
25 system upon their arrival to work, upon the start and end of their meal periods, and upon their
26 departure from work using an electronic timekeeping application on employees' personal cell
27 phones, and the timestamp from each time-punch would be treated as the employee's clock-in/out
28 time.

1 14. During the relevant time period, Defendants failed to provide Plaintiff and, on
2 information and belief, other non-exempt employees with all statutorily-mandated meal periods,
3 due to Defendants' unlawful meal period policies and/or practices, which (1) failed to provide
4 Plaintiff and, on information and belief, other non-exempt employees an uninterrupted 30-minute
5 meal period before the end of their fifth hour of work, if at all, and (2) failed to provide Plaintiff
6 and, on information and belief, other non-exempt employees a second uninterrupted 30-minute
7 meal period before the end of their tenth hour of work, or at all, during shifts in which they worked
8 in excess of ten hours. For example, Defendants, as a policy and/or practice, required Plaintiff
9 and, on information and belief, other non-exempt employees to perform a large volume of back-
10 to-back time-sensitive assignments under time deadlines in a single day such that it was
11 impossible for Plaintiff and, on information and belief, other non-exempt employees to stop
12 working to take a 30-minute uninterrupted duty-free meal period before the end of their fifth hour
13 of work and/or a second 30-minute uninterrupted duty-free meal period before the end of their
14 tenth hour of work. For example, during shifts when Plaintiff began working at or around 8:00
15 a.m., Defendants did not relieve Plaintiff to take a meal period until after at or around 1:00 p.m.
16 and/or Defendants required Plaintiff to return to work before the 30-minute mark of her meal
17 period. Nonetheless, in the event that a legally compliant meal period was not timely provided,
18 Defendants generally did not pay Plaintiff or, on information and belief, other non-exempt
employees the meal period premiums required by Labor Code § 226.7.

19 15. During the relevant time period, Defendants also maintained a policy and/or
20 practice that failed to authorize and permit Plaintiff and, on information and belief, other non-
21 exempt employees to take full, uninterrupted, off-duty rest periods for every shift lasting three
22 and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every
23 shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for
24 every shift lasting more than ten (10) hours, and failed to make a good faith effort to authorize
25 and permit such rest periods in the middle of each work period. Specifically, Defendants policy
26 and/or practice discouraged Plaintiff and, on information and belief, other non-exempt employees
27 from taking legally compliant rest periods and pressured them to work through their rest periods.
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1 Despite Defendants' failure to authorize and permit all required rest periods due to their uniform
2 and unlawful practices, Defendants never provided Plaintiff and, on information and belief, other
3 non-exempt employees with an hour of pay at their regular rate for each rest period violation as
4 required by Labor Code § 226.7.

5 16. During the relevant period, Defendants required Plaintiff and, on information and
6 belief, other non-exempt employees to use their personal cell phones to perform their job duties
7 for Defendants, including, for example, to punch-in and punch-out from the timekeeping system
8 application, and to communicate with Defendants' management and staff. Although Plaintiff and,
9 on information and belief, other non-exempt employees incurred these expenses at the direction
10 of Defendants and/or in the direct discharge of their job duties, Defendants did not reimburse
11 Plaintiff and, on information and belief, other non-exempt employees for such necessary work
12 expenditures as mandated by Labor Code § 2802.

13 17. As a result of Defendants' failure to pay all meal premium wages and rest premium
14 wages owed to Plaintiff and other non-exempt employees, Defendants maintained inaccurate
15 payroll records and issued inaccurate wage statements to Plaintiff and, on information and belief,
16 to other non-exempt employees.

17 **CLASS ACTION ALLEGATIONS**

18 18. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
19 following Classes pursuant to section 382 of the Code of Civil Procedure:

- 20 a. The Meal Period Class consists of all of Defendants' current and former non-
21 exempt employees in California (1) who worked at least one shift in excess of 5.0
22 hours and who did not receive an uninterrupted meal period of at least thirty
23 minutes before the start of the employee's sixth hour of work as reflected in the
24 employee's timekeeping records, during the four years immediately preceding the
25 filing of this Complaint through the present, and (2) who worked at least one shift
26 in excess of 10.0 hours and who did not receive a second uninterrupted meal period
27 of at least thirty minutes before the start of the employee's eleventh hour of work
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as reflected in the employee's timekeeping records, during the four years immediately preceding the filing of this Complaint through the present.

b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees who (1) worked at least one shift in excess of 3.5 hours and who were not authorized and permitted to take a first rest period of at least ten minutes, during the four years immediately preceding the filing of this Complaint through the present, and/or (2) worked at least one shift in excess of 6.0 hours and who were not authorized and permitted to take a second rest period of at least ten minutes, during the four years immediately preceding the filing of this Complaint through the present, and/or (3) worked at least one shift in excess of 10.0 hours and who were not authorized and permitted to take a third rest period of at least ten minutes, during the four years immediately preceding the filing of this Complaint through the present.

c. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees who were required to use their personal cell phones to perform their job duties for Defendants without reasonable reimbursement during the four years immediately preceding the filing of this Complaint through the present.

d. The Wage Statement Class consists of all members of the Meal Period Class, and Rest Period Wage Class who received a wage statement during the one year immediately preceding the filing of the Complaint through the present.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members

including, without limitation to:

- a. Whether Defendants' policies and/or practices provided legally compliant first and/or second meal periods to members of the Meal Period Class;
- b. Whether Defendants' policies and/or practices authorized and permitted legally compliant first and/or second and/or third rest periods to members of the Rest Period Class;
- c. Whether Defendants' policies and/or practices reimbursed necessary business expenses incurred by members of the Reimbursement Class;
- d. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

21. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' failure to provide legally compliant meal and rest periods or pay premium pay in lieu thereof, failure to reimburse necessary business expenses, and failure to provide accurate itemized wage statements. Thus, common questions predominate over individual questions concerning each individual class member's showing as to her or her eligibility for recovery or as to the amount of her or her damages.

22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of legally compliant meal and rest periods, was deprived of reasonable reimbursement for necessary business expenses, and was furnished inaccurate and incomplete wage statements.

23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of

the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the classes.

24. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 18 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 1, for the reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay for each meal period violation, as required by Labor Code § 226.7.

27. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, attorneys' fees and costs of suit pursuant to Wage Order 1, Labor Code §§ 218.5, 226.7, 512, 558.1, and Civil Code §§ 3287(b) and 3289. *See Betancourt v. OS Restaurant Services, LLC*, 83 Cal. App. 5th 132 (2022).

SECOND CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

29. Wage Order 1 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on," and employers have a "duty to make a good faith effort to authorize and permit rest breaks in the middle of each work period[.]" *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1029, 1031 (2012). "In the context of an eight-hour shift, '[a]s a general matter,' one rest break should fall

on either side of the meal break.” *Brinker*, 53 Cal. 4th at 1032.

30. Due to Defendants’ unlawful rest period policies and/or practices as set forth in the factual allegations section of this Complaint, Defendants did not authorize and permit members of the Rest Period Class to take first, second, and/or third rest periods to which they were legally entitled. Despite Defendants’ violations, Defendants have not paid an additional hour of pay to Plaintiff and members of the Rest Period Class at their respective regular rates of pay for each rest period violation, in accordance with California Labor Code § 226.7.

31. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class 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 1, California Labor Code §§ 218.5, 226.7 516, 558.1, and Civil Code §§ 3287(b) and 3289. *See Betancourt v. OS Restaurant Services, LLC*, 83 Cal. App. 5th 132 (2022).

THIRD CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

33. It was necessary for Plaintiff and members of the Reimbursement Class to use their personal cell phones to perform their job duties. Although Plaintiff and members of the Reimbursement Class incurred these expenses at the direction of Defendants and/or in the direct discharge of their job duties, Defendants did not reasonably reimburse these employees for such necessary work expenditures during the four years preceding the filing of the Complaint as alleged herein.

34. 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.”

35. 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.”

36. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Reimbursement Class were damaged in sums, which will be shown according to proof.

37. Plaintiff and members of the Reimbursement Class are entitled to attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

38. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

FOURTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and/or practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, the gross and net wages earned, in violation of Labor Code § 226.

41. Defendants’ failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all meal period premium wages and rest period premium wages and reimbursements, and deprived them of the information necessary to identify the discrepancies in Defendants’ reported data.

42. Defendants’ failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor

Code § 226, including statutory penalties, civil penalties, reasonable attorney's fees, and costs of suit according to Labor Code §§ 226 and 226.3.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

44. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 et seq. by engaging in the unlawful conduct described above, including failing to provide all legally required meal and rest periods or make premium payments in lieu thereof; failing to reimburse all necessary business expenditures; and knowingly failing to furnish accurate and complete itemized wage statements in violation of Labor Code § 226.

45. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

46. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

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

SIXTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

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

50. Defendants have committed several Labor Code violations against Plaintiff and other similarly aggrieved employees. Plaintiff, as an “aggrieved employee” within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other similarly aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for the following Labor Code violations:

- a. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and other similarly aggrieved employees in violation of Labor Code §§ 226.7, 512, and 558;
- b. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other similarly aggrieved employees in violation of Labor Code §§ 226.7, 516, and 558;
- c. Failing to reimburse Plaintiff and other similarly aggrieved employees for necessary business expenses in violation of Labor Code § 2802;
- d. Failing to furnish Plaintiff and other similarly aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to pay Plaintiff and other similarly aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- f. Failing to pay Plaintiff and other similarly aggrieved employees all earned wages due at the end of their employments in violation of Labor Code §§ 201-202; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other similarly aggrieved employees in violation of Labor Code § 1174.

51. Plaintiff notified Defendants via certified mail and filed an online PAGA claim notice with the California Labor and Workforce Development Agency (“LWDA”) identifying Defendants’ violations of the California Labor Code identified in this Complaint and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code section 2698 *et seq.* Plaintiff also submitted a filing fee of seventy-five (\$75.00) to the LWDA in accordance with Labor Code section 2699.3(a)(1)(B). Sixty-five days have passed from the date of Plaintiff’s notice to the LWDA, and thus Plaintiff has exhausted her administrative remedies, thereby allowing Plaintiff to commence a civil action against Defendants pursuant to Labor Code section 2699.

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

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, 558.1;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558.1;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the

1 Class of all money and/or property unlawfully acquired by Defendants by means
2 of any acts or practices declared by this Court to be in violation of Business and
3 Professions Code § 17200 *et seq.*;

4 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other similarly
5 aggrieved employees, and the State of California according to proof pursuant to
6 Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$50.00
7 for each initial violation and \$100 for each subsequent violation of Labor Code §
8 558 per employee per pay period and; (2) \$100.00 for each initial violation and
9 \$200 for each subsequent violation per employee per pay period for the violations
10 of the Labor Code Sections cited in Labor Code § 2699.5;

11 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor
12 Code § 218.6 and Civil Code §§ 3287 and 3289;

13 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code
14 §§ 218.5, 226, 1194 *et seq.*, 2699(g); and Code of Civil Procedure § 1021.5; and

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

16 Dated: March 1, 2024

SANI LAW, APC

17 By:



18 Sam Sani
19 Attorneys for Plaintiff
20 OZRA SAEIDI
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Dated: March 1, 2024

By: 

 Sam Sani
 Attorneys for Plaintiff
 OZRA SAEIDI