

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

NEW DIRECTION SOLUTIONS, LLC, a Florida Limited Liability Company, and DOES 1 through 10, inclusive.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

EARLISHA NASH, on behalf of herself and all others similarly situated, and on behalf of the general public,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

03/04/2024

By: R. Fisher Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Gordon D. Schaber Downtown Crthouse

720 9th Street, Room 102

Sacramento, CA 95814

CASE NUMBER:
(Número del Caso):

24CV004011

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Roman Otkupman, Nidah Farishta: 5743 Corsa Ave, Suite 123, Westlake Village, CA 91362; (818)293-5623

DATE:

(Fecha)

03/04/2024

Clerk, by

(Secretario)

/s/ R. Fisher

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

Roman Otkupman, CSBN 249423

Roman@OLFLA.com

Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave., Suite 123,

Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Attorney for Plaintiff,

Earlisha Nash, on behalf of herself and all others similarly situated, and on behalf of the general public

ELECTRONICALLY FILED

Superior Court of California

County of Sacramento

03/01/2024

By: R. Fisher Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

EARLISHA NASH, on behalf of herself and
all others similarly situated, and on behalf of
the general public,

Plaintiff,

vs.

NEW DIRECTION SOLUTIONS, LLC, a
Florida Limited Liability Company, and
DOES 1 through 10, inclusive.

CASE NO. **24CV004011**

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- 1. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 and 558);**
- 2. FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 and 558);**
- 3. FAILURE TO PAY ALL WAGES IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2);**
- 4. KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e));**
- 5. FAILURE TO TIMELY PAY WAGES DUE AT TERMINATION (LABOR CODE §§ 201-203);**
- 6. FAILURE TO TIMELY PAY EMPLOYEES IN VIOLATION OF LABOR CODE § 204(a)(b);**
- 7. FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN VIOLATION OF (LABOR CODE § 2802);**

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8. **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF (LABOR CODE § 210, 218);**
9. **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200;**
10. **PENALTIES PURSUANT TO LABOR CODE SECTION 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a),(e), 201-203, 204(a)(b), 2802, 210, 218**

DEMAND FOR JURY TRIAL

PLAINTIFF, Earlisha Nash (“Plaintiff”), on behalf of herself and other “aggrieved employees” complains of Defendants as follows:

I. INTRODUCTION

1. This is a Class and Representative Action, pursuant to Code of Civil Procedure § 382 on behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by, New Direction Solutions, LLC. and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”) within California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”). Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s needs. Because of this, Plaintiff and Defendant’s California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to Plaintiff and Defendant’s California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

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1 3. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
2 exempt employees. As a result, employees are not properly compensated for work performance in
3 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
4 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
5 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
6 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
7 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for
8 all hours worked including all straight time wages, and overtime wages. These failures to pay all
9 overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

10 4. Defendants failed to issue Plaintiff and Defendant's California employees accurately
11 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
12 employees with all wages due, as detailed above, their wage statements failed to accurately state all
13 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
14 Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5). Moreover,
15 Plaintiff and the California employees wage statements' failed to accurately state the name and
16 address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all
17 applicable hourly rates during the pay period and the corresponding number of hours worked, in
18 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages
19 due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and
20 Defendants' California employees.

21 5. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
22 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
23 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
24 Defendant's California employees, and the records maintained by Defendants, have not accurately
25 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
26 premiums, and total hour worked.

27 6. Our client further alleges that Defendants paid her and Defendant's California
28 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As
they were not paid all wages due and owing throughout the course of their employment as a result
of Defendants' failure to pay all premium wages as detailed above, at the time of their separation,

1 they were not paid all final wages due and owing for the entirety of their employment. This violates
2 Labor Code §§ 201-203.

3 7. Defendant pays Plaintiff and its California employees on a weekly basis and has
4 failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be
5 paid no later than seven calendar days following the close of the payroll period. Due to the violations
6 described above, Plaintiff and Defendant's California employees did not receive all of their wages
7 earned in a timely manner as required by Labor Code § 204(a)(b).

8 8. Defendant failed to reimburse Plaintiff and Defendant's California employees for the
9 equipment they purchased to perform work for Defendant such as face masks. Defendant further
10 failed to reimburse its California employees for using their personal cell phones for the benefit of
11 Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
12 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
13 the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have
14 incurred reasonable and necessary expenses in the course of their job duties, which were not
15 reimbursed by Defendant, in violation of Labor Code § 2802.

16 9. Defendants failed to pay all wages earned to Plaintiff and Defendant's California
17 employees as a result of the unlawful employment policies and practices herein. As a result of these
18 practices, Plaintiff and Defendant's California employees were underpaid for hours worked,
19 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
20 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
21 to pay wages as required by law.

22 10. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business*
23 & *Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been
24 and continues to be unfair, unlawful, and harmful to Plaintiff and Defendants' California
25 employees.

26 11. Plaintiff, on behalf of herself and all proposed Plaintiff Class members (specifically,
27 the "California Class" as defined herein), brings this action pursuant to Labor Code §§ 226.7, 512,
28 and 558, Labor §§ 510, 1194, 1194.2, Labor § 226(a)(e), 1174(d), Labor Code § 201-203, Labor
Code § 204(a)(b), Labor Code § 2802, Labor Code § 210, 218, Business & Professions Code §
17200, et seq.

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12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts alleged herein took place in Sacramento, California.

II. PARTIES

A. PLAINTIFF

13. Plaintiff Earlisha Nash is a resident of Sacramento, California. At all times relevant herein, she was employed by Defendants in Sacramento County, California. Plaintiff was employed by Defendants as a non-exempt, hourly employee in California, including in and around the city of Sacramento, County of Sacramento. During Plaintiff's employment:

- A. Plaintiff did not receive final wages upon termination.
- B. Plaintiff and the Class were not paid in a timely manner pertaining to the waiting time penalties in accordance with Labor Code §§ 201-203.
- C. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in violation of Labor Code § 226(a).
- D. Plaintiff did not receive her compensation in accordance with Labor Code Section 204 in that Defendant failed to issues wages to its employees within seven (7) calendar days after the pay period ended.
- E. Plaintiff was required to work without meal and rest periods, nor compensation in lieu thereof, as required by the Labor Code and relevant Wage Orders.
- F. Plaintiff was required to work either in excess of eight hours per workday or in excess of forty hours per workweek without receiving compensation at a rate of one and one half the regular rate of pay.
- G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for reasonable and necessary expenses in the course of their job duties, in violation of Labor Code § 2802.

B. DEFENDANTS

14. Defendant New Direction Solutions, LLC is a Florida Limited Liability Company doing business in Sacramento, California. It operates within the State of California. Defendants employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Sacramento, California.

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15. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

16. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the proposed Class.

FACTUAL ALLEGATIONS

17. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

18. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

1 19. Defendants failed to issue Plaintiff and Defendant's California employees accurately
2 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
3 employees with all wages due, as detailed above, their wage statements failed to accurately state all
4 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
5 Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5). Moreover,
6 Plaintiff and the California employees wage statements' failed to accurately state the name and
7 address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all
8 applicable hourly rates during the pay period and the corresponding number of hours worked, in
9 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages
10 due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and
11 Defendants' California employees.

12 20. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
13 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
14 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
15 Defendant's California employees, and the records maintained by Defendants, have not accurately
16 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
17 premiums, and total hour worked.

18 21. Our client further alleges that Defendants paid her and Defendant's California
19 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As
20 they were not paid all wages due and owing throughout the course of their employment as a result
21 of Defendants' failure to pay all premium wages as detailed above, at the time of their separation,
22 they were not paid all final wages due and owing for the entirety of their employment. This violates
23 Labor Code §§ 201-203.

24 22. Defendant pays Plaintiff and it's California employees on a weekly basis and has
25 failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be
26 paid no later than seven calendar days following the close of the payroll period. Due to the violations
27 described above, Plaintiff and Defendant's California employees did not receive all of their wages
28 earned in a timely manner as required by Labor Code § 204(a)(b).

 23. Defendant failed to reimburse Plaintiff and Defendant's California employees for the
equipment they purchased to perform work for Defendant such as face masks. Defendant further
failed to reimburse its California employees for using their personal cell phones for the benefit of

1 Defendant. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
3 the discharge of his or her duties.” As such, Plaintiff and Defendant’s California employees have
4 incurred reasonable and necessary expenses in the course of their job duties, which were not
reimbursed by Defendant, in violation of Labor Code § 2802.

5 24. Defendants failed to pay all wages earned to Plaintiff and Defendant’s California
6 employees as a result of the unlawful employment policies and practices herein. As a result of these
7 practices, Plaintiff and Defendant’s California employees were underpaid for hours worked,
8 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
9 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
to pay wages as required by law.

10 25. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business*
11 *& Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been
12 and continues to be unfair, unlawful, and harmful to Plaintiff and Defendants’ California
13 employees.

14 **CLASS ACTION ALLEGATIONS**

15 26. Plaintiff brings this action on behalf of herself and all others similarly situated as a
Class Action pursuant to § 382 of the Code of Civil Procedure.

16 27. Plaintiff seeks to represent a class composed of and defined as follows:

17 **THE CALIFORNIA CLASS**

18 28. All current and former California employees of Defendants since the date
19 four (4) year prior to the filing of this complaint.

20 29. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to
21 amend or modify the class description with greater specificity or further division into
subclasses or limitation to particular issues.

22 30. This action has been brought and may properly be maintained as a class
23 action under the provisions of § 382 of the Code of Civil Procedure because there is a
24 well-defined community of interest in the litigation and the proposed Class is easily
25 ascertainable.

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1 **A. NUMEROSITY**

2 31. The potential members of the proposed Class as defined are so numerous that joinder
3 of all the members of the proposed Class is impracticable. While the precise number of proposed
4 Plaintiff Class members has not been determined at this time, Plaintiff is informed and believes that
5 Defendants currently employ, and during the relevant time periods employed, over seventy-five (75)
6 Class members in the State of California.

7 32. Accounting for employee turnover during the relevant periods necessarily increases
8 this number substantially. Plaintiff alleges that Defendants' employment records would provide
9 information as to the number and location of all proposed Plaintiff Class members. Joinder of all
10 members of the proposed Class is not practicable.

11 **B. COMMONALITY**

12 33. There are questions of law and fact common to the proposed Class that predominate
13 over any questions affecting only individual Class members. These common questions of law and
14 fact include, without limitation, whether Defendants failed to provide members of the Class with
15 wage statements that fully and accurately itemize the requirements set forth in Labor Code §226(a),
16 accurate final wages, and final wages on the day of termination and or within seventy-two (72) hours
17 of separation and whether the rest periods were timely made available.

18 **C. TYPICALITY**

19 34. The claims of the named Plaintiff are typical of the claims of the proposed Class.
20 Plaintiff and all members of the proposed Class sustained injuries and damages arising out of and
21 caused by Defendants' common course of conduct in violation of laws, regulations that have the
22 force and effect of law, and statutes as alleged herein.

23 **D. ADEQUACY OF REPRESENTATION**

24 35. Plaintiff will fairly and adequately represent and protect the interests of the members
25 of the proposed Class. Counsel who represents Plaintiff is competent and experienced in litigating
26 large employment class actions.

27 **E. SUPERIORITY OF CLASS ACTION**

28 36. A class action is superior to other available means for the fair and efficient
adjudication of this controversy. Individual joinder of all proposed Plaintiff Class members is not
practicable, and questions of law and fact common to the proposed Class predominate over any
questions affecting only individual members of the proposed Class. Each member of the proposed

1 Class has been damaged and is entitled to recovery by reason of Defendant's failure to comply with
2 Labor Code 226(a).

3 37. Class action treatment will allow those similarly situated persons to litigate their
4 claims in the manner that is most efficient and economical for the parties and the judicial system.
5 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this
6 action that would preclude its maintenance as a class action.

7 **CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**
10 **(LABOR CODE §§ 226.7, 512 and 558)**

11 38. Plaintiff incorporates paragraphs 1 through 37 of this Complaint as though fully set
12 forth herein.

13 39. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly
14 provide one or more meal periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7,
15 512 and 558.

16 40. Plaintiff and Defendants' California employees were routinely unable, and not
17 authorized to take an uninterrupted 30-minute meal break for every shift they worked. Specifically,
18 Plaintiff and Defendant's California employees were forced to continue working through their meal
19 breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendants' California
20 employees were unable to take their required meal breaks. Moreover, Defendants failed to pay
21 premium wages of one hour's pay for each missed meal break to Plaintiff and Defendants'
22 California employees who were denied timely meal breaks, in violation of Labor Code §§ 226.7,
23 512, and 558, and IWC Order No. 5-2001, Section 12.

24 41. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all meal
25 period compensations, which she was owed since she commenced to work for Defendant, according
26 to proof.

27 42. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and
28 prejudgment interest.

43. Wherefore, Plaintiff seeks to represent request relief as described below.

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SECOND CAUSE OF ACTION

**FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 512 and 558)**

44. Plaintiff incorporates paragraphs 1 through 43 of this Complaint as though fully set forth herein.

45. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512 and 558.

46. Plaintiff and Defendants' California employees were routinely unable, and not authorized to take their 10-minute rest periods for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendants' California employees were unable to take their required rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed rest break to Plaintiff and Defendants' California employees who were denied timely rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

47. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all rest period compensations, which she was owed since she commenced to work for Defendant, according to proof.

48. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and prejudgment interest.

49. Wherefore, Plaintiff seeks to represent request relief as described below.

THIRD CAUSE OF ACTION

**FAILURE TO PAY ALL WAGES IN VIOLATION OF
(LABOR CODE §§ 510, 1194, 1194.2)**

50. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

51. During the liability period, Defendant failed to pay all wages to Plaintiff and Defendant's California employees.

52. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in

1 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
2 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
3 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
4 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
5 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for
6 all hours worked including all straight time wages, and overtime wages. These failures to pay all
overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

7 53. As a result, Plaintiff and Defendant's California employees were not paid for all
8 hours worked including all straight time wages, and overtime wages. These failures to pay wages
9 constitute violations of Labor Code § 510 and 1194.

10 54. As a result of the unlawful acts of Defendants in willfully failing to pay all alleges,
11 Plaintiff and Defendant's California employees have been deprived of wages in amounts to be
12 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
13 attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor
Code § 1194.2.

14 **FOURTH CAUSE OF ACTION**

15 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED** 16 **EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a),(e))**

17 55. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
18 forth herein.

19 56. Section 226(a) of the California Labor Code requires Defendants to provide wage
20 statements to employees. In those wage statements, Defendants must accurately set forth, among
21 other things, the total gross and net wages earned, and all hourly rates in effect, for Plaintiff.
22 Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

23 57. Defendants failed to issue Plaintiff and Defendant's California employees accurately
24 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
25 employees with all wages due, as detailed above, their wage statements failed to accurately state all
26 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
27 Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5). Moreover,
28 Plaintiff and the California employees wage statements' failed to accurately state the name and
address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all

1 applicable hourly rates during the pay period and the corresponding number of hours worked, in
2 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due.
3 These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and
4 Defendants' California employees.

5 58. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
6 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
7 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
8 Defendant's California employees, and the records maintained by Defendants, have not accurately
9 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
10 premiums, and total hour worked.

11 59. The wage statements provided to Plaintiff and members of the Class fail to accurately
12 itemize in wage statements total gross and net wages earned, and all hourly rates in effect for
13 Plaintiff. Defendants' violations of Labor Code § 226(a) are knowing and intentional, and Plaintiff
14 has suffered injury as a result of the receipt of defective wage statements, thereby entitling them to
15 penalties pursuant to Labor Code § 226(e).

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES DUE AT THE TIME OF DISCHARGE IN VIOLATION** 18 **OF LABOR CODE §§ 201-202, RESULTING IN SECTION 203 WAGES AND** 19 **PENALTIES (WAITING TIME PENALTIES)**

20 60. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though
21 fully set forth herein.

22 61. At all times material herein, the California Labor Code Sections 201, 202, and
23 203 were in effect and binding on Defendant.

24 62. California Labor Code § 202 requires employers to pay employees all wages due
25 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
26 part that "if an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately." California Labor Code § 203 provides that if an
28 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
pay the subject employee's wages until the back wages are paid in full or an action is
commenced. The penalty cannot exceed 30 days of wages.

63. Plaintiff was entitled to compensation for unpaid wages, but to date has not

1 received such compensation. Specifically, Defendant failed to pay Plaintiff all wages due to
2 Plaintiff at the time of her separation of employment from Defendant's. Thus, since Defendant
3 failed to promptly pay Plaintiff all wages due to Plaintiff at the time of her separation of
4 employment, Defendant violated Section 201 of the Labor Code and Plaintiff is therefore
entitled to wages and penalties pursuant to Labor Code Section 203.

5 64. More than 30 days have passed since Plaintiff's employment ended with
6 Defendant.

7 65. As a consequence of Defendant's willful conduct in not paying wages owed to
8 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
9 Defendant's failure to timely pay legal wages, together with attorney's fees and cost of suit,
and interest pursuant to California Labor Code Section 218.5.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO TIMELY PAY EMPLOYEES IN VIOLATION OF LABOR CODE § 204(a)(b)**

12 66. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
13 forth herein.

14 67. At all times relevant herein, Labor Code § 204 was in full force and effect and
binding on Defendants.

15 68. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All
16 earned wages must be paid at least twice a month, on days designated in advance by the employer.
17 Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid
18 between the 16th and 26th day of the same month. Work performed between the 16th and the last
19 day of the month must be paid between the 1st and 10th day of the following month. (Labor Code §
20 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end
of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

21 69. Defendants pay Plaintiff and its California employees on a weekly basis and have
22 failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be
23 paid no later than seven calendar days following the close of the payroll period. Due to the violations
24 described above, Plaintiff and Defendant's California employees did not receive all of their wages
25 earned in a timely manner as required by Labor Code § 204(a)(b).

26 70. Defendants have failed to comply with the above-section because they waited longer
27 than seven days from the close of the pay period to pay its weekly paid employees.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN VIOLATION OF
CALIFORNIA LABOR CODE § 2802

71. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though fully set forth herein.

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

73. Defendant failed to reimburse Plaintiff and Defendant’s California employees for the equipment they purchased to perform work for Defendant such as face masks. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” As such, Plaintiff and Defendant’s California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

74. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorneys’ fees and cost, under Labor Code § 2802.

75. Plaintiff also requests relief as described below.

EIGHTH CAUSE OF ACTION
FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS
WORKED IN VIOLATION OF (LABOR CODES §§ 210, 218)

76. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

77. Section 2(K) or Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Labor Code §§ 1194 and 1197 required employers to compensate Plaintiff for all hours worked at least at a minimum wage as established by the Wage Order. Defendants did not pay for all hours worked and frequently required Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment

practices which resulted in underpayment for hours worked each pay period as more set forth below:

78. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a). Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

79. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

80. This is an Action for Unfair Business Practices. Plaintiff Earlisha Nash brings this claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees as a result of Defendant's failure to comply with the labor code sections as set out above. Plaintiff and Defendant's California employees seek to enforce important rights affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5.

81. Plaintiff is a "person" within the meaning of *Business & Professions Code* § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

82. *Business & Profession Code* § 17200 et. seq. prohibits unlawful and unfair business practices.

83. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the *Labor Code*, and have engaged in other unlawful and unfair business practices in violation of *Business & Professions Code* § 17200, et seq., depriving Plaintiff, of rights, benefits, and privileges guaranteed to Plaintiff under law.

84. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of § 17200 et. seq. of the *Business & Professions Code*.

1 85. As a proximate result of the above mentioned acts of Defendants, Plaintiff has been
2 damaged in a sum as may be proven.

3 86. Unless restrained by this Court, Defendants will continue to engage in the unlawful
4 conduct as alleged above. Pursuant to *Business & Professions Code*, this Court should make such
5 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use
6 or employment, by Defendants, their agents, or Plaintiff, of any unlawful or deceptive practice
7 prohibited by the *Business & Professions Code*, and/or, including but not limited to, disgorgement of
8 profits which may be necessary to restore Plaintiff to the money Defendants have unlawfully failed
9 to pay.

10 **TENTH CAUSE OF ACTION**

11 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR**
12 **CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218**

13 87. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
14 forth herein.

15 88. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §
16 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,
17 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218.

18 89. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties
19 in an amount to be shown at the time of trial subject to the following formula:

- 20 a. With respect to the violation of Labor Code § 2699(f) for violations of
21 Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203,
22 204(a)(b), 2802, 210, 218, \$100 for the initial violation per employee per
23 pay period and \$200 for each subsequent violation per employee per pay
24 period.

25 90. These penalties will be allocated 75% to the Labor Workforce Development Agency,
26 and 25% to the affected employees.

27 91. On December 26, 2023, Plaintiff sent a letter, by certified mail, return receipt
28 requested, to the LWDA and Defendants setting forth the facts and theories of the violations alleged
against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit "A"**). Pursuant to Labor
Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
calendar days of December 26, 2023. Plaintiff may therefore commence this action to seek penalties

1 pursuant to Labor Code § 2698 *et seq.*

2 92. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief
3 as described herein.

4 **RELIEF REQUESTED**

5 WHEREFORE, Plaintiff prays for the following relief:

6 1. For a money judgment representing compensatory damages including lost
7 wages, earnings, retirement benefits and other employee benefits, and all other sums of money,
8 together with interest on these amounts, according to proof;

9 2. That Defendants are found to have violated the requirements of Labor Code § 203 for
10 failure to timely pay wages due at termination;

11 3. That Defendants are found to have violated the requirements of Labor Code § 226(e)
12 for failure to comply with itemized employee wage statement provisions;

13 4. That Defendants are found to have violated the requirements of Labor Code §
14 1174(d) for failure to comply with itemized employee wage statement provisions;

15 5. That Defendants are found to have violated the requirements of Labor Code § 1174.5
16 for failure to comply with itemized employee wage statement provisions;

17 6. That Defendants are found to have violated the requirements of Labor Code § 226.7
18 for failure to provide meal and rest periods or compensation in lieu thereof;

19 7. That Defendants are found to have violated the requirements of Labor Code § 510 for
20 failure to pay all wages;

21 8. That Defendants are found to have violated the requirements of Labor Code § 1194.2
22 for failure to pay all wages;

23 9. That Defendants are found to have violated the requirements of Labor Code § 204(b)
24 for failure to timely pay employees;

25 10. That Defendants are found to have violated the requirements of Labor Code § 2802
26 for failure to reimburse for business expenses;

27 11. That Defendants are found to have violated the requirements of Labor Code § 210 for
28 failure to pay all hours worked, including overtime hours worked;

12. That Defendants are found to have violated the requirements of Business and
Professions Code § 17200 *et seq.*;

13. For penalties and other relief pursuant to Labor Code § 2698 *et seq.* for Plaintiff and

all other aggrieved employees;

14. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1);

15. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);

16. An award of prejudgment and post-judgment interest;

17. An award providing for payment of costs of suit;

18. An award of attorneys' fees; and

19. Such other and further relief as this Court may deem just and proper.

Dated: March 1, 2024

OTKUPMAN LAW FIRM,
A Law Corporation

By: 

ROMAN OTKUPMAN
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: March 1, 2024

OTKUPMAN LAW FIRM,
A Law Corporation

By: 

ROMAN OTKUPMAN
Attorneys for Plaintiff

EXHIBIT “A”

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

December 26, 2023

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

New Direction Solutions, LLC
5550 Peachtree Parkway, Ste 500
Peachtree Corners, GA 30092
Defendant certified mail # 9589 0710 5270 0943 9665 69

VIA CERTIFIED MAIL

Agent for Service of Process
Amanda Garcia
330 N Brand Blvd
Glendale, CA 91203
Agent certified mail # 9589 0710 5270 0943 9665 76

VIA CERTIFIED MAIL

Pro Care Therapy
5550 Peachtree Parkway, Ste 500
Peachtree Corners, GA 30092
Defendant certified mail # 9589 0710 5270 0943 9665 83

Re: ***Earlisha Nash v. New Direction Solutions, LLC, ProCare Therapy – Labor Code Violations of New Direction Solutions, LLC, ProCare Therapy – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Earlisha Nash (“Plaintiff”), a former California employee of New Direction Solutions, LLC, ProCare Therapy (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non – exempt employees.

Plaintiff began working for Defendants in or around September 29, 2023. While working for Defendant as a Paraeducator, Plaintiff was earning (\$28.00) dollars per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and its California employees on a weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

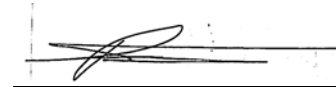
We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Labor & Workforce Development Agency
New Direction Solutions, LLC
Pro Care Home Therapy
December 26, 2023
Page 4

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in dark ink, appearing to be 'Roman Otkupman', is written over a horizontal line. The signature is stylized with a large, sweeping 'R' and a long horizontal stroke.

ROMAN OTKUPMAN

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roman Otkupman, Esq. Bar No. 249423; Nidah Farishta, Esq. Bar No. 312360 Otkupman Law Firm, ALC: 5743 Corsa Ave Ste 123, Westlake Village, CA 91362 TELEPHONE NO.: (818) 293-5623 FAX NO.: (888) 850-1310 EMAIL ADDRESS: roman@olfla.com; nidah@olfla.com ATTORNEY FOR (Name): Plaintiff, Earlisha Nash	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Sacramento 03/01/2024 By: <u>R. Fisher</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 9th Street, Room 102 MAILING ADDRESS: CITY AND ZIP CODE: Sacramento, CA 95814 BRANCH NAME: Gordon D. Schaber Downtown Courthouse	CASE NUMBER: 24CV004011
CASE NAME: Earlisha Nash v. New Direction Solutions, LLC	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000) ☐ Limited (Amount demanded is \$35,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
JUDGE: DEPT.:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|---|
| a. ☐ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|---|---|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (*specify*): Ten (10)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: March 1, 2024

Roman Otkupman

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO		Court Use Only
COURTHOUSE ADDRESS: Gordon D. Schaber Superior Court 720 9th Street, Sacramento, CA 95814		
PLAINTIFF/PETITIONER: Earlisha Nash		
DEFENDANT/RESPONDENT: NEW DIRECTION SOLUTIONS, LLC		
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (UNLIMITED CIVIL CASE)		CASE NUMBER: 24CV004011

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

NOTICE OF CASE ASSIGNMENT

Pursuant to rule 3.734 of the California Rules of Court, this action is hereby assigned for limited purposes to the judicial officers indicated below:

PURPOSE	ASSIGNED JUDGE	COURT LOCATION	DEPARTMENT
LAW & MOTION	Christopher E. Krueger	Hall of Justice	54
CASE MANAGEMENT PROGRAM	Kenneth C. Mennemeier	Gordon D. Schaber Superior Court	38

Please refer to Chapter Two – Parts 3 and 4 of the Sacramento Superior Court Local Rules and the Court’s website for additional filing instructions and hearing reservation information.

NOTICE OF CASE MANAGEMENT CONFERENCE

Hearing Date

The above entitled action has been set for a case management conference at **8:30 AM** on **February 14, 2025** in **Department 38** in accordance with California Rules of Court 3.722. You must be familiar with the case and fully prepared to participate effectively in the case management conference.

Case Management Statement

All parties must file and serve a case management statement at least 15 calendar days before the case management conference. Parties are encouraged to file a single joint case management statement.

Minimum Requirements

Prior to the filing of the case management statement, the parties should have done the following:

- Served all parties named in the complaint within 60 days after the summons has been issued
- Ensured that all defendants and cross-defendants have answered, been dismissed, or had their defaults entered
- Met and conferred with all parties as required by CRC 3.724 to discuss and resolve issues set forth therein.

**NOTICE OF CASE ASSIGNMENT
AND CASE MANAGEMENT CONFERENCE
(UNLIMITED CIVIL CASE)**

Tentative Ruling

Following its review of the case management statement(s), the court may determine that a case management conference is not necessary. To determine whether an appearance is required, the parties must check the court's tentative rulings after 2:00 p.m. on the Court day before the Friday calendar by accessing the court's internet website at www.saccourt.ca.gov

Remote Appearances

Unless ordered to appear in person by the court, parties may appear remotely either telephonically or by video conference via the Zoom video/audio conference platform with notice to the court and all other parties in accordance with Code of Civil Procedure 367.75. If appearing remotely, parties are required to participate in their hearing using a device that has video and/or audio capability (i.e. computer, smartphone, or tablet). Although remote participation is not required, the court will presume all parties are appearing remotely for non-evidentiary civil hearings.

Certification Filed in Lieu of Case Management Statement

If parties in the action file a certification on a form provided by the court at least 15 calendar days prior to the date of the case management conference that the case is short cause (five hours or less of trial time), that the pleading stage is complete and that the case will be ready for trial within 60 days, the case will be exempted from any further case management requirements and will be set for trial within 60-120 days. The certification shall be filed in lieu of a case management statement.

Case Management Orders

At the case management conference, the court will consider whether the case should be ordered to judicial arbitration or referred to other forms of Alternative Dispute Resolution. Whether or not a case management conference is held, the court will issue a case management order shortly after the scheduled conference date.

Service of Notice of Case Assignment and Case Management Conference

Unless otherwise ordered by the court, plaintiff shall serve a copy of this notice on any party to the complaint appearing after the court issued this notice. The cross-complainant shall have the same obligation with respect to the cross-complaint.

Compliance

Failure to comply with this notice or to appear at the case management conference may result in the imposition of sanctions (including dismissal of the case, striking of the answer, or payment of money).

Continuances

Case management conference(s) will not be continued except on a showing of good cause. If your case management conference is continued on motion or by the court on its own motion all parties shall file and serve a new case management statement at least 15 calendar days before the continued case management conference.

Dated: 03/04/2024

By:

/s/ R. Fisher

R. Fisher, Deputy Clerk