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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 ZENEA HENDERSON,

11 Plaintiff,

12 vs.

13 NEW DIRECTIONS, INC.; LEONARDO
14 CUADRADO; and DOES 1 to 25, inclusive,

15 Defendants.

CASE NO.: **24STCV06197**

COMPLAINT FOR DAMAGES FOR:

**1) PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**

COMES NOW Plaintiff, ZENEA HENDERSON (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants NEW DIRECTIONS, INC.; LEONARDO CUADRADO; and DOES 1 to 25 (hereinafter collectively “NEW DIRECTIONS” or “Defendant(s)”) do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant NEW DIRECTIONS, INC. is a California corporation, doing business in the County of Los Angeles, State of California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendants LEONARDO CUADRADO is a resident of the State of California and the owner, director, and/or managing agent of NEW DIRECTIONS, INC. LEONARDO CUADRADO is being included in this lawsuit pursuant to Labor Code section 558.1 in that he was and is involved in the day-to-day operations of the business and each controlled Plaintiff’s and other employees’ wages, hours, and/or working conditions. Defendants NEW DIRECTIONS, INC. and LEONARDO CUADRADO are collectively referred to herein as “Defendant(s)” (unless otherwise noted) or “NEW DIRECTIONS”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE

defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

GENERAL ALLEGATIONS

7. Plaintiff started working at NEW DIRECTIONS as a Residence Service Coordinator on or around mid- 2023. Plaintiff was classified as an hourly, non-exempt employee and her latest rate of pay was \$21.00 per hour. Plaintiff resigned from her employment in early 2024.

8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary employees. The trial court determined Huff was not a temporary employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the PAGA representative to sue for violations that the representative has personally suffered. The PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves

1 and others. The statute also states that an “aggrieved employee” is “any person who was
2 employed by the alleged violator and against whom one or more of the alleged violations was
3 committed.” Because at least one of the violations that Huff had alleged had affected him
4 personally, the Court of Appeal denied Securitas’ motion.

5 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
6 other employees, it allows for suits broader than the specific violations the named employee
7 experienced. Therefore, even if the employee did not personally experience the Labor Code
8 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
9 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
10 other employees, including ALL hourly, non-exempt employees who worked for NEW
11 DIRECTIONS at any of their locations in the state of California during the relevant PAGA
12 period.

13 10. It is Plaintiff’s position that NEW DIRECTIONS has violated the following Labor Code
14 Sections against Plaintiff and other similarly situated aggrieved employees, who include all non-
15 exempt, hourly employees who worked for NEW DIRECTIONS at their various locations in the
16 State of California during the relevant PAGA period.

17 11. NEW DIRECTIONS violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
18 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
19 including the statutory minimum wage for all hours worked and for “off the clock” work. This
20 is so because NEW DIRECTIONS had a company policy wherein they would disproportionately
21 round down the number of hours worked, resulting in “time shaving” and further resulting in
22 aggrieved employees not being paid for all hours worked. Furthermore, and to the extent that
23 Plaintiff and others worked through their meal periods while “off the clock” or when their meal
24 periods were interrupted due to work obligations, they were not compensated for all hours
25 worked, which would be akin to a minimum wage violation. Moreover, NEW DIRECTIONS
26 failed to compensate its employees the proper reporting time pay.

27 12. Due to the above “off the clock” violations, NEW DIRECTIONS also violated Labor
28

Code §510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff's and other aggrieved employees' actual work hours entitled them to overtime compensation, however, NEW DIRECTIONS did not compensate its hourly, non-exempt employees with the correct amount of overtime due to the "off the clock" work and time shaving as described above. Furthermore, NEW DIRECTIONS failed to include bonuses/incentive payments in calculating employees' regular rate of pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into employees' regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

13. NEW DIRECTIONS also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and other similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. NEW DIRECTIONS did not completely relieve Plaintiff and others of all duty during said rest periods. NEW DIRECTIONS did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy for employees such as Plaintiff to consistently take at least two UNINTERRUPTED rest breaks per shift. The concept of rest breaks was not consistently implemented. Moreover, it would not have been possible for employees such as Plaintiff and others to take such rest breaks due to being understaffed and due to a heavy workload. In fact, Plaintiff's breaks would be interrupted because her boss needed to speak to her about work-related matters. As such, the culture as well as the policies and procedures of NEW DIRECTIONS did not lend itself to the employees receiving consistent statutory rest breaks, including 2 rest breaks for an 8-hour shift, wherein they were relieved of all work duties. The environment at NEW DIRECTIONS was not conducive to receiving multiple statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

14. NEW DIRECTIONS violated Labor Code §§ 512 and 226.7 and the appropriate

1 Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide hourly, non-
2 exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal
3 periods for every five (5) hours of work throughout their employment. NEW DIRECTIONS did
4 not completely relieve Plaintiff and other employees of all duty during said meal periods. NEW
5 DIRECTIONS did not pay to Plaintiff and its hourly, non-exempt employees one additional hour
6 of pay at their regular rate of compensation for each workday that one or more statutory meal
7 periods was not provided. Plaintiff and others were simply not able to always take a meal period.
8 In fact, there were many times wherein Plaintiff didn't get a meal break at all because there was
9 an event that her boss needed Plaintiff to work. In these latter instances, Plaintiff's boss would
10 make her clock out and then continue performing work at the event, which would of course
11 constitute not only a meal period violation, but also a minimum wage violation as alluded to
12 above. If Plaintiff and other aggrieved employees were able to take meal breaks, the meal breaks
13 would be late and after the 5th hour worked or they would be interrupted due to work obligations
14 as mentioned above. The latter was due to the workload and due to being in a fast-paced work
15 environment. Like the rest breaks, consistently receiving a thirty-minute uninterrupted and
16 timely meal break was not part of the company culture and was not enforced by NEW
17 DIRECTIONS. Consequently, it was the normal practice and custom of NEW DIRECTIONS
18 not to authorize, permit, and enforce timely statutory meal periods. If NEW DIRECTIONS had
19 Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and
20 others generally worked more than a 6-hour shift. If NEW DIRECTIONS had Plaintiff sign an
21 on-duty meal period agreement wherein Plaintiff agreed to work through the meal periods, it
22 would be invalid and unenforceable because the nature of Plaintiff's job as a coordinator does
23 not and did not prevent her from taking a meal period and the company could have hired
24 "breakers" to relieve Plaintiff of her job duties so that she can actually take a timely,
25 uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not allow
26 for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and others did
27 not always receive statutory, timely meal periods during their employment. To the extent that
28 NEW DIRECTIONS argues that employees receive meal break premium pay for missed, short,
or late meal periods, that argument is inconsequential for PAGA penalty purposes since the

PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at NEW DIRECTIONS was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

15. Furthermore, during the relevant time period, and due to the above labor code violations, NEW DIRECTIONS failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. NEW DIRECTIONS was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start and end of the pay period, all employee identifying information, the correct and complete name and address of the legal employer, and reimbursement for business expenses, among others. As such, NEW DIRECTIONS did not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

16. During the relevant time period, NEW DIRECTIONS also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff and others pursuant to California Labor Code sections 1174(d).

17. NEW DIRECTIONS also violated Labor Code § 203 because it willfully failed to pay other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation.

1 These earned but unpaid wages include compensation for all hours worked, including minimum
2 wages, overtime compensation, and premium pay for missed meal and rest breaks.

3 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
4 necessary, business-related expenses and costs that were not reimbursed by NEW
5 DIRECTIONS. These costs include, but are not limited to, uniforms, and use of personal cell
6 phones/equipment for work purposes. Accordingly, NEW DIRECTIONS was in violation of
7 California Labor Code sections 2800 and 2802.

8 19. Each of the aforementioned violations, except the violations for inaccurate pay
9 statements under Labor Code section 226(a), is among the enumerated serious violations set
10 forth in Labor Code § 2699.5, for which there is no statutory right to cure.

11 **FIRST CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT**

13 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
14 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1,**
1198, 2802)

15 **(Plaintiff against All Named Defendants and all DOE defendants)**

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

18 21. Plaintiff has complied with the procedures for bringing suit specified in California
19 Labor Code § 2699.3. By letter dated December 20, 2023, Plaintiff gave written notice by
20 certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of
21 the specific provisions of the California Labor Code alleged to have been violated, including the
22 facts and theories to support the alleged violations.

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

25 23. Plaintiff therefore has exhausted all administrative remedies required of her under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
27 cause of action and pursue penalties in a representative action for Defendants’ violations of the
28 Labor Code.

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

7 25. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
8 violator and had one or more of the alleged violations committed against her, and therefore is
9 properly suited to represent the interests of other current and former employees, including all
10 current and former hourly, non-exempt employees who worked for NEW DIRECTIONS at the
11 as referenced above during the applicable PAGA Period.

12 26. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
13 under California Labor Code sections 2698 and 2699 because of Defendants’ violations of
14 numerous provisions of the California Labor Code as alleged in this Complaint.

15 27. Plaintiff therefore has exhausted all administrative remedies required of her under
16 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
17 this cause of action and pursue penalties in a representative action for Defendants’ violations of
18 the Labor Code.

19 28. California Labor Code section 2699 et seq. imposes penalties upon culpable
20 Defendants for violating the Labor Code.

21 29. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
22 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
23 seeking individual penalties/victim specific relief or underpaid wages for herself or other
24 employees under this specific PAGA cause of action.

25 30. Specifically, Plaintiff seeks penalties under California Labor Code
26 section 2699, for the following:

27 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
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226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802, and any other Labor Codes/Industrial Welfare Commission Order (No. 4/5) violated based on the facts alleged in this Complaint.

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

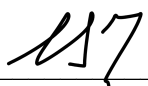
PRAYER FOR RELIEF

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

1. For the imposition of civil penalties;
2. For maximum civil penalties available under Labor Code Section 2699 against Defendants in a manner and amount authorized by that statute, as described more particularly in the Complaint and representative PAGA claims;
3. For all costs and disbursements incurred in this suit;
4. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and
5. For such other and further relief as this Court may deem proper.

DATED: March 13, 2024

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Zenea Henderson