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Attorneys for PLAINTIFF,
YASMINE GONZALEZ,
all those similarly situated, and the general public

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

YASMINE GONZALEZ, an Individual,
Individually and on behalf of all others
similarly situated, and the general public,

Plaintiff,

vs.

B. DANIEL SHABANI, INC., a California
Corporation; B. DANIEL SHABANI,
PH.D., PSYCHOLOGIST, INC., a
California Corporation; BAHRAM
DANIEL SHABANI, an Individual; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO: 24STCV06425

[CLASS ACTION]

COMPLAINT FOR:

- 1. Failure to Pay Overtime Compensation (Cal. Labor Code §§ 510, 1194);**
- 2. Failure to Pay Minimum Wages (Cal. Labor Code §§ 1194, 1997, 1197.1);**
- 3. Failure to Provide Meal Breaks (Labor Code §§ 226.7, 512);**
- 4. Failure to Provide Rest Breaks (Labor Code § 226.7);**
- 5. Failure to Indemnify for Necessary Expenditures (Labor Code § 2802);**
- 6. Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226);**
- 7. Waiting Time Penalties (Labor Code §§ 201-203);**
- 8. Unfair Business Practices (Bus. and Prof. Code §§ 17200, et seq.); and**
- 9. Remedies Under Private Attorneys General Act (PAGA Labor Code §§ 2698, 2699, et seq.)**

DEMAND FOR JURY TRIAL

GENERAL ALLEGATIONS

1 PLAINTIFF YASMINE GONZALEZ ("Plaintiff"), as an individual and on behalf of all
2 others similarly situated, and the general public (collectively, "Plaintiffs"), complains and alleges
3 on information and belief the following against DEFENDANTS, B. DANIEL SHABANI, INC., a
4 California Corporation; B. DANIEL SHABANI, PH.D., PSYCHOLOGIST, INC., a California
5 Corporation; BAHRAM DANIEL SHABANI, an Individual; and DOES 1 through 50, inclusive,
6 (collectively, "Defendants"):

INTRODUCTION

8 1. This is a proposed class action, under Code of Civil Procedure § 382, arising out of
9 the unlawful practice of Defendants of deliberately and unlawfully failing to provide meal and rest
10 periods, failing to pay minimum wages, failure to pay overtime wages, failure to provide wage
11 statements, and related violations committed against Plaintiff and all similarly situated Behavior
12 Technicians, or persons with the equivalent position, however titled, hereinafter referred to as
13 "Behavior Technicians."

JURISDICTION AND VENUE

15 2. This Court has subject matter jurisdiction over all causes of action asserted herein
16 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
17 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
18 of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the
19 State of California or is subject to adjudication in the courts of the State of California. No part of
20 this complaint is preempted by federal law or challenges conduct within any federal agency's
21 exclusive domain, and adjudication thereof has not been statutorily assigned to any other court or
22 jurisdiction.

23 3. This Court has personal jurisdiction over Defendants because Defendants have
24 caused injuries in the County of Los Angeles and State of California through their acts, and by their
25 violation of the California Labor Code, California state common law, and California Business &
26 Professions Code §§ 17200, *et seq.*

1 4. Venue as to Defendants is proper in this judicial district, pursuant to Code of Civil
2 Procedure § 395(a). Defendants either reside, maintain offices, transact business, and/or have agents
3 in Los Angeles County and Defendants are otherwise within this Court's jurisdiction for purposes
4 of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff, all those
5 similarly situated, and the general public throughout the State of California, including Los Angeles
6 County.

7 5. This case should be classified as complex according to Rule 3.400 of the California
8 Rules of Court and Local Rule 7.3(k) of the Los Angeles County Superior Court, and assigned to a
9 complex litigation judge and department, as it is a proposed class action, will involve substantial
10 documentary evidence, a large number of witnesses, and is likely to involve extensive motion
11 practice raising difficult or novel issues that will be time-consuming to resolve and would require
12 substantial post-judgment judicial supervision.

13 **THE PARTIES**

14 6. Plaintiff YASMINE GONZALEZ is, and at all relevant times herein mentioned
15 was, an individual residing in the County of Los Angeles, State of California.

16 7. Plaintiffs are informed and believe Defendant B. DANIEL SHABANI, INC. is, and
17 at all relevant times herein mentioned was, a California Corporation, doing business in the County
18 of Los Angeles, State of California.

19 8. Plaintiffs are informed and believe Defendant B. DANIEL SHABANI, PH.D.,
20 PSYCHOLOGIST, INC. is, and at all relevant times herein mentioned was, a California Corporation,
21 doing business in the County of Los Angeles, State of California.

22 9. Plaintiffs are informed and believe Defendant BAHRAM DANIEL SHABANI is,
23 and at all relevant times was, an individual residing in the County of Los Angeles, State of
24 California.

25 10. The true names and capacities, whether individual, corporate, associate, or
26 otherwise, of Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
27 Plaintiff, who therefore sues those Defendants by such fictitious names under Code of Civil
28 Procedure § 474. PLAINTIFF is informed and believes, and based thereon alleges, that each of the

1 Defendants designated herein as a Doe is legally responsible in some manner for the unlawful acts
2 referred to herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true
3 names and capacities of the Defendants designated hereinafter as Does when such identities become
4 known.

5 11. Plaintiff is informed and believes, and based thereon alleges that, at all times
6 material herein, each of the Defendants acted in all respects pertinent to this action as the agent of
7 the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent
8 hereto, and the acts of each Defendant are legally attributable to the other Defendants.

9 12. Plaintiff is informed and believes and based thereon alleges that, at all times
10 material herein, each Defendant was the agent, servant, co-venturer, co-conspirator employee and/or
11 working in concert with him, his, her and/or their co-Defendants, and was acting within the course
12 purpose, consent, knowledge, ratification, and authorization of such agency, employment, joint
13 venture, conspiracy, and/or concerted activity. To the extent that certain Defendants perpetrated
14 certain acts and omissions, the remaining Defendant or Defendants confirmed and ratified said acts
15 and omissions. Each Defendant was completely dominated and controlled by his, her, or their co-
16 Defendants, and each was the alter ego of the other. In doing the wrongful acts and omissions
17 alleged, each Defendant was the agent, servant, joint employer, employee or co-conspirator of each
18 other Defendant and each Defendant acted in the course and scope of the agency, service,
19 employment or conspiracy with ratification or approval of the principal, employer and fellow
20 conspirators. Further, the Defendants acted as alter egos of each other and/or operated as an
21 integrated enterprise, therefore making them liable for all debts incurred.

22 13. As a direct and proximate result of the unlawful acts of Defendants, Plaintiffs have
23 suffered damages in amounts not yet ascertained, but subject to proof at trial.

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CLASS ACTION ALLEGATIONS

14. Defendants conduct business in the state of California providing, *inter alia*, function-based services to individuals, including those with developmental disabilities and behavioral issues. Assessment and treatment services are provided to children, adolescents, and adults, including without limitation assessments, consultations, day treatment services, and school-based support.

15. In order to provide these services, Defendants utilize numerous "Behavior Technicians" (or persons with the equivalent position, however titled, hereinafter referred to as "Behavior Technicians") including Plaintiff, who work with individuals to, *inter alia*, assist clients in learning new skills and improving behavior via, *inter alia*, behavior analytic assessments and intervention strategies.

16. Defendants employed Plaintiff as a Behavior Technician from approximately August 2022 to February 23, 2024.

17. During all times relevant, Defendants employed Plaintiff and similarly situated and aggrieved employees as nonexempt employees, paid on an hourly basis.

18. The "Class Period" covers the time period beginning four years prior to the filing of this complaint and continuing to the present.

19. Plaintiff brings this action on behalf of herself individually and all others similarly situated as a class action pursuant to Code of Civil Procedure § 382, on behalf of the class composed of and defined as follows (herein referred to as the "Class" and its putative members as the "Class Members"):

All persons who are or were employed by Defendants as nonexempt Behavior Technicians (including those who performed the same duties as Behavior Technicians but with a different job title) in the State of California at any time during the Class Period and who were not covered by a valid collective bargaining agreement.

20. This action has been brought and may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation and the proposed classes are easily ascertainable:

- 1 a. Numerosity: The potential members of the Class as defined are so numerous that
2 joinder of all the members of the Class is impracticable. While the precise number
3 of Class Members has not yet been determined, Plaintiff is informed and believes
4 that Defendants employ 55 or more Behavior Technicians in the State of California
5 who were not covered by a valid collective bargaining agreement and that
6 Defendants, as a matter of policy, failed to provide legally-compliant meal and rest
7 periods, failed to provide legally owed minimum and overtime wages, in addition
8 to the remaining causes of action alleged herein.
- 9 b. Commonality: There are questions of law and fact common to Plaintiff and the
10 Class that predominate over any questions affecting only individual members of the
11 Class. These common questions of law and fact include without limitation:
- 12 i. Whether Defendants violated the Wage Orders and Labor Code §§ 510,
13 1194 by failing to pay legally accrued overtime compensation to Behavior
14 Technicians;
 - 15 ii. Whether Defendants violated the Wage Orders and Labor Code §§ 1194,
16 1997, 1197.1 by failing to pay legally accrued minimum wages to Behavior
17 Technicians;
 - 18 iii. Whether Defendants violated the Wage Orders and Labor Code §§ 226.7
19 and 512 by failing to provide legally compliant meal periods to Behavior
20 Technicians, or compensation in lieu thereof;
 - 21 iv. Whether Defendants violated the Wage Orders and Labor Code § 226.7 by
22 failing to provide legally compliant rest periods to Behavior Technicians,
23 or compensation in lieu thereof;
 - 24 v. Whether Defendants violated Labor Code § 226 by failing to provide
25 accurate itemized wage statements for all Class Members;
 - 26 vi. Whether Defendants violated Labor Code § 2802 by failing indemnify and
27 reimburse all necessary expenditures or losses incurred by Behavior
28 Technicians in direct consequence of the discharge of their duties;

vii. Whether Defendants violated Labor Code §§ 201-203 by failing to pay Behavior Technicians all wages due and owing immediately upon termination or within 72 hours of resignation; and

viii. Whether Defendants violated Business and Professions Code § 17200, *et seq.* by violating the labor laws and regulations noted herein.

c. Typicality: Plaintiff's wage and hour claims are typical of the claims of the Class. Plaintiff and all Class Members sustained injuries arising out of actions or inactions of Defendants' common course of conduct in violation of law as alleged herein.

d. Adequacy of Representation: Plaintiff is qualified to, and will fairly and adequately protect the interests of each Class Member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is adverse to the interests of the other Class Members. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any Class Member. Plaintiff's attorneys and proposed Class counsel are well versed in the rules governing class action discovery, certification, and settlement, and have been repeatedly certified as class counsel in numerous state and federal courts. Plaintiff has incurred, and during the pendency of this action, will continue to incur, costs and attorney fees, that have been, are and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and common questions of law and fact affecting the Classes predominate over any questions affecting only individual members of the Class. Each Class Member has been damaged and is entitled to recover by reason of Defendants' illegal policies and/or practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. This is particularly

1 true given the challenges facing the California Superior Court and the statewide
2 reach of the Defendants.

- 3 f. Public Policy Consideration: Employers violate wage and hour laws every day.
4 Current employees are often afraid to assert their rights out of fear of direct or
5 indirect retaliation. Former employees are fearful of bringing actions because they
6 believe their former employers can damage their future endeavors through negative
7 references and other means. California has a stated public policy in favor of class
8 actions in this context for the vindication of employee rights and enforcement of
9 the Labor Code. Class actions provide the Class Members who are not named in
10 the Complaint with a type of anonymity that allows for the vindication of their
11 rights.

12 **FACTS COMMON TO ALL CAUSES OF ACTION**

13 21. Plaintiff YASMINE GONZALEZ was employed by Defendants in California
14 during the Class Period. She was not covered by a valid collective bargaining agreement during that
15 time. She is no longer employed by Defendants.

16 22. Defendants failed to maintain a policy that compensates Behavior Technicians an
17 amount equal to or greater than the minimum wage for all hours worked.

18 23. Plaintiff, and those others similarly situated, were denied compensation for all
19 hours worked, including both minimum and overtime wages.

20 24. Defendants inaccurately and unilaterally created time records, recording arbitrary
21 clock-in and clock-out times that denied Plaintiff's, and those others similarly situated, rightfully
22 owed minimum wages and overtime compensation.

23 25. Plaintiff, and those others similarly situated, routinely worked over eight (8) hours
24 per day and/or forty (40) hours per week but were not paid one and one half their regular rate of pay
25 for overtime worked.

26 26. Plaintiff, and those others similarly situated, regularly worked in excess of five (5)
27 hours a day without being provided meal periods before the end of the fifth hour of work.
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1 27. Defendants unilaterally modified Plaintiff, and those others similarly situated,
2 logged hours, recording meal breaks at arbitrary, preset times when in fact they were not taken at
3 said times.

4 28. Plaintiff, and those others similarly, were not, and are not, permitted and/or
5 afforded an opportunity to take uninterrupted, off-duty, 10-minute rest periods for every four (4)
6 hours worked or major fraction thereof.

7 29. Plaintiff, and those others similarly situated, were not paid meal period premium
8 compensation by Defendants, despite not being provided legally-compliant meal periods.

9 30. Plaintiff, and those others similarly situated, were not paid rest period premium
10 compensation by Defendants, despite not being provided legally-compliant rest periods.

11 31. Defendants failed to indemnify Plaintiff, and those others similarly, for all
12 necessary expenditures or losses incurred in direct consequence of the execution of their job duties.

13 32. On information and belief, as of the time of the filing of this Complaint, Defendants
14 have never paid any Class Members meal or rest period premium compensation during the Class
15 Period.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME COMPENSATION**

18 **(Cal. Labor Code §§ 510, 1194)**

19 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

20 33. As a separate and distinct cause of action, Plaintiff realleges and incorporates by
21 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs
22 of this Complaint, excepting those allegations which are inconsistent with this cause of action.

23 34. Defendants routinely required Plaintiff and Class Members to work more than eight
24 (8) hours in a workday.

25 35. Defendants failed to fully compensate Plaintiff and Class Members for all overtime
26 premium wages they earned, in particular, by failing to compensate Behavior Technicians who
27 worked more than eight (8) hours in a workday the premium pay required under California law,
28 including without limitation, Labor Code §§ 510 and 1194.

1 36. Plaintiff is informed and believes, and thereon alleges that the failure of Defendants
2 to fully compensate Plaintiff and Class Members for overtime work was willful, purposeful, and
3 unlawful and done in accordance with the policies and practices of Defendants' operations.

4 37. As a proximate cause of the aforementioned violations, Plaintiff and Class
5 Members have been damaged in an amount according to proof at time of trial. Plaintiff and Class
6 Members are entitled to recover the unpaid balance of wages owed, penalties, including penalties
7 available pursuant to California Labor Code section 558, plus interest, reasonable attorney fees and
8 costs of suit according to the mandate of California Labor Code §§ 1194, *et. seq.*

9 WHEREFORE, Plaintiff requests relief as hereafter provided.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Labor Code §§ 1194, 1197, 1197.1; Wage Orders)**

13 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

14 38. As a separate and distinct cause of action, Plaintiff realleges and incorporates by
15 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs
16 of this Complaint, excepting those allegations which are inconsistent with this cause of action.

17 39. At all relevant times, Plaintiff and Class Members were employees of Defendants
18 covered by Labor Code § 1197.

19 40. Pursuant to Labor Code §§ 1182.11-1182.13, 1197 and applicable Wage Order,
20 Plaintiff and Class Members were entitled to receive the prevailing minimum wages for all hours
21 worked.

22 41. Throughout the relevant time period, as a result of the Defendants' policies and
23 practices, Defendants failed to pay Plaintiff and Class Members minimum wages as required by law
24 for all hours worked.

25 42. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and
26 Class Members suffered damages in an amount, subject to proof, to the extent Plaintiff and Class
27 Members were not paid minimum wages for all hours actually worked.
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1 43. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and Class Members are
2 entitled to recover the full amount of unpaid minimum wages, prejudgment interest, liquidated
3 damages, reasonable attorney's fees and costs of suit.

4 44. Pursuant to California Labor Code § 1199, Defendants are subject to the civil
5 penalty of \$50.00 for the initial violation wherein Defendants underpaid Plaintiff and Class
6 Members, and \$100.00 for each subsequent pay period during which the Plaintiffs were underpaid.

7 45. Pursuant to California Labor Code § 1197.1, Defendants are subject to the civil
8 penalty of \$100.00 for the initial violation wherein Defendants underpaid Plaintiff and Class
9 Members, and \$250.00 for each subsequent pay period during which the Plaintiff and Class
10 Members were underpaid.

11 WHEREFORE, Plaintiff requests relief as hereafter provided.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE MEAL PERIODS**

14 **(Labor Code §§ 226.7 and 512; Wage Orders)**

15 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

16 46. As a separate and distinct cause of action, Plaintiff realleges and incorporates by
17 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs
18 of this Complaint, excepting those allegations which are inconsistent with this cause of action.

19 47. Defendants failed to provide Plaintiff and Class Members with meal periods for
20 shifts in excess of five (5) hours worked and failed to provide Plaintiff and Class Members
21 with meal period premium compensation in violation of Labor Code §§ 226.7 and 512; Industrial
22 Welfare Commission Wage Order 4-2001, § 11 (and any other applicable Industrial Welfare
23 Commission Wage Order).

24 48. Plaintiff is informed and believes, and based thereon alleges that the failure of
25 Defendants to provide meal periods, and the failure to provide premium compensation in lieu
26 thereof, was willful, purposeful, and unlawful and done in accordance with the policies and practices
27 of Defendants' operations.
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1 49. As a proximate cause of the aforementioned violations, Plaintiff and Class
2 Members have been damaged in an amount according to proof at time of trial, but in an amount in
3 excess of the jurisdiction of this Court. Plaintiff and Class Members are entitled to recover the
4 unpaid balance of wages owed, penalties, including penalties available pursuant to Labor Code §§
5 226, 226.7 and 558, plus interest, and reasonable attorneys' fees and costs of suit pursuant to
6 Labor Code §§ 218.5 and 1194, *et. seq.*

7 WHEREFORE, PLAINTIFF requests relief as hereafter provided.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST PERIODS**

10 **(Labor Code § 226.7; Wage Orders)**

11 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

12 50. As a separate and distinct cause of action, Plaintiff realleges and incorporates by
13 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs
14 of this Complaint, excepting those allegations which are inconsistent with this cause of action.

15 51. Labor Code sections 226.7 and applicable IWC Wage Order 4-2001 (and any other
16 applicable Industrial Welfare Commission Wage Order) provides that each employee is entitled to
17 appropriate rest breaks for any and all work days of more than four hours in duration, or major
18 fraction thereof. California Labor Code section 226.7(a) prohibits an employer from requiring an
19 employee to work during any rest period mandated by an applicable Industrial Wage Orders. IWC
20 Wage Order 4-2001, ¶ 12 (and any other applicable Industrial Welfare Commission Wage Order)
21 requires employers to permit employees to take a paid rest period of at least ten (10) minutes for
22 every four (4) hours worked or major fraction thereof. Under both California Labor Code section
23 226.7(c) and IWC Wage Order 4-2001, ¶ 12 (and any other applicable Industrial Welfare
24 Commission Wage Order), if an employer fails to provide an employee a rest period as required,
25 the employer must pay the employee one hour of pay at the employee's regular rate of compensation
26 for each workday that a rest period is not provided as required.

1 52. Throughout Plaintiff's employment, Defendants failed to provide Plaintiff and
2 Class Members any rest periods and failed to provide Plaintiff and Class Members with rest period
3 premium compensation.

4 53. Plaintiff is informed and believes, and based thereon alleges that the failure of
5 Defendants to provide rest periods, and the failure to provide premium compensation in lieu thereof,
6 was willful, purposeful, and unlawful and done in accordance with the policies and practices of
7 Defendants' operations.

8 54. As a proximate cause of the aforementioned violations, Plaintiff and Class
9 Members have been damaged in an amount according to proof at time of trial, but in an amount in
10 excess of the jurisdiction of this Court. Plaintiff and Class Members are entitled to recover the
11 unpaid balance of wages owed, penalties, including penalties available pursuant to Labor Code §§
12 226, 226.7 and 558, plus interest, and reasonable attorneys' fees and costs of suit pursuant to
13 Labor Code §§ 218.5 and 1194, *et. seq.*

14 WHEREFORE, Plaintiff requests relief as hereafter provided.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

17 **(Violation of Labor Code § 2802)**

18 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

19 55. As a separate and distinct cause of action, Plaintiff realleges and incorporates by
20 reference, as though fully set forth herein, all the allegations contained in the preceding
21 paragraphs of this Complaint, excepting those allegations which are inconsistent with this cause
22 of action.

23 56. Defendants failed to reimburse Plaintiff and Class Members for expenses incurred
24 in the execution of their job duties including, without limitation, utilizing their personal phones
25 and/or personal vehicles in the execution of their job duties.

26 57. Defendants violated Labor Code § 2802 by failing to indemnify and reimburse all
27 necessary expenditures or losses incurred by Plaintiff and Class Members in direct consequence
28 of the discharge of their duties for Defendants.

1 58. Plaintiff and Class Members are entitled to recover all reasonable costs, including
2 attorneys' fees, incurred in enforcing his rights by Labor Code § 2802(c).

3 WHEREFORE, Plaintiff requests relief as hereafter provided.

4 **SIXTH CAUSE OF ACTION**

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

6 **(Labor Code § 226)**

7 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

8 59. As a separate and distinct cause of action, Plaintiff realleges and incorporates by
9 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs
10 of this Complaint, excepting those allegations which are inconsistent with this cause of action.

11 60. Labor Code § 226 requires all employers to provide accurate itemized wage
12 statements to each employee for wages earned during that pay period.

13 61. Defendants failed to provide Plaintiff and Class Members with accurate itemized
14 wage statements as required by Labor Code§ 226. In particular, by virtue of the foregoing policies
15 and practices, Defendants knowingly and intentionally did not state on Plaintiff's and Class
16 Members' payroll records the meal and rest period premium pay they had earned, as well as any
17 overtime accrued.

18 62. Plaintiff and Class Members are entitled to recover the greater of all actual damages
19 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
20 (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate
21 penalty of four thousand dollars (\$4,000) per employee, and are entitled to an award of costs and
22 reasonable attorney fees.

23 WHEREFORE, Plaintiff requests relief as hereafter provided.

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SEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Labor Code §§ 201-203)

By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS

63. As a separate and distinct cause of action, Plaintiff realleges and incorporates by reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs of this Complaint, excepting those allegations which are inconsistent with this cause of action.

64. At the time of resignation or termination of Plaintiff and all other former employee Class Members, Defendants owed Plaintiff and all other former-employee Class Members wages that had not been paid to them when they became due.

65. Defendants willfully failed to pay Plaintiff and all other former-employee Class Members all wages due and owing them immediately upon termination or resignation, or within 72 hours of resignation, in violation of Labor Code §§ 201 and 202.

66. Defendants failed to timely tender payment of all wages due and owing to Plaintiff and other former-employee Class Members. Based on Defendants' conduct as alleged herein, Plaintiff and all other former-employee Class Members are entitled to recover waiting-time penalties at their daily rate of pay multiplied by the number of days the wages went unpaid, up to a maximum of 30 days in an amount to be proven at trial.

WHEREFORE, Plaintiff requests relief as hereafter provided.

EIGHTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(Bus. & Prof. Code §§ 17200, et seq.)

By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS

67. As a separate and distinct cause of action, Plaintiff realleges and incorporates by reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs of this Complaint, excepting those allegations which are inconsistent with this cause of action.

1 68. The Unfair Competition Law, Business & Professions Code §§ 17200 et seq.,
2 defines unfair competition to include any "unfair," "unlawful" or "deceptive" business practice, and
3 provides for injunctive and restitutionary relief for violations.

4 69. Defendants have committed numerous unfair, unlawful, or deceptive business
5 practices including but not limited to failing to pay legally accrued overtime compensation; failing
6 to pay minimum wages; failing to provide legally compliant meal periods and failing to compensate
7 Plaintiff and Class Members with premium compensation in lieu thereof; failing to provide legally
8 compliant rest periods and failing to compensate Plaintiff and Class Members with premium
9 compensation in lieu thereof; and knowingly and intentionally providing inaccurate payroll records
10 to Plaintiff and other Class Members.

11 70. The actions of Defendants detailed herein against Plaintiff and Class Members
12 constitute unfair, unlawful and deceptive business practices, and further, constitute actions for
13 which restitutionary relief is available.

14 71. Under Business and Professions Code§ 17200, et seq., Plaintiff and Class Members
15 are entitled to restitution of all funds, which lawfully should have been paid as premium wages but
16 which were wrongfully withheld by Defendants, together with interest thereon, civil penalties, or
17 other penalties to any and all Class Members, as well as costs and reasonable attorneys' fees pursuant
18 to statute.

19 WHEREFORE, Plaintiff requests relief as hereafter provided.

20 **NINTH CAUSE OF ACTION**

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

22 **(LABOR Code§ 2698, et seq.)**

23 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

24 72. As a separate and distinct cause of action, Plaintiff realleges and incorporates by
25 reference, as though fully set forth herein, all the allegations contained in the preceding paragraphs
26 of this Complaint, excepting those allegations which are inconsistent with this cause of action.
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1 73. Plaintiff is an aggrieved employee as defined in Labor Code § 2699(a). Plaintiff
2 brings this cause on behalf of herself and other current and former Behavior Technician employees
3 (also aggrieved employees) affected by the Labor Code violations described in this complaint.

4 74. Defendants, at all relevant times, were employers or persons acting on behalf of an
5 employer who violated Plaintiff's and other current and former aggrieved employees' rights by
6 violating the Labor Code, and are subject to civil penalties.

7 75. Defendants committed the following violations of the Labor Code against Plaintiff,
8 and, on information and belief, other current and former aggrieved employees while they were
9 employed by Defendants:

- 10 a. Defendants violated Labor Code §§ 1194, 1197, 1197.1 for failing to maintain
11 policies that compensate employees an amount equal to or greater than the
12 minimum wage for all hours worked.
- 13 b. Defendants violated Labor Code § 510 for failing to maintain a policy that
14 compensates employees for all hours worked.
- 15 c. Defendants violated Labor Code §§ 226.7 and 512 by failing to provide meal
16 periods compliant with California law.
- 17 d. Defendants violated Labor Code § 226.7 by failing to provide rest periods
18 compliant with California law.
- 19 e. Defendants violated Labor Code § 2802 for failing to indemnify employees for
20 all necessary expenditures or losses incurred by employees in direct
21 consequence of the discharge their duties.
- 22 f. Defendants violated Labor Code § 226 by failing to provide accurate itemized
23 wage statements.
- 24 g. Defendants violated Labor Code § 1174(d) by failing to keep accurate payroll
25 records showing total hours worked and earned.
- 26 h. Defendants violated Labor Code §§ 558 and 1199 by requiring or causing Class
27 Members, including Plaintiff, to work under conditions of labor prohibited by
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1 the applicable IWC Wage Order, or by violating or refusing or neglecting to
2 comply with the provisions of the Labor Code or the applicable Wage Order.

- 3 i. Defendants violated Labor Code §§ 201-203 by failing to pay all wages due on
4 the date of the employee's involuntary termination or within 72 hours of the
5 employee's voluntary termination.

6 76. Pursuant to law, Plaintiffs provided written notices to the Labor and Workforce
7 Development Agency ("LWDA") and Defendants of the specific violations of the California Labor
8 Code Defendants have violated and continue to violate.

9 77. Pursuant to Labor Code § 2699.3, no response will be received from the
10 LWDA within 65 days of the postmark date of the above-alleged notice.

11 78. Plaintiffs therefore will have exhausted all administrative procedures required of
12 them under Labor Code §§ 2698, 2699, and 2699.3, and, as a result, are justified as a matter of right
13 in bringing forward this cause of action and are entitled to pursue penalties in a representative action
14 for Defendants' violations of the Labor Code.

15 79. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for
16 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
17 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
18 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
19 and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

20 80. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the
21 alleged violators and had one or more of the alleged violations committed against Plaintiffs, and
22 therefore is properly suited to represent the interests of other current and former Represented
23 Employees.

24 81. Because of the acts alleged above, Plaintiffs, on behalf of themselves and others,
25 seek penalties under Labor Code §§ 2698 and 2699 because of Defendants' violation of the
26 provisions of the California Labor Code as alleged in this Complaint.

27 82. Labor Code § 2699, et seq. imposes upon culpable Defendants penalties for
28 violating the Labor Code.

83. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the “Hours and Days of Work” section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

84. Plaintiffs seek penalties for Defendants' misconduct as alleged herein as permitted by law.

85. Pursuant to Labor Code § 2698, et seq., Plaintiffs seek to recover attorneys' fees, costs, civil penalties, and wages on behalf of Plaintiffs and other current and former Represented 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 relief and judgment against all Defendants, jointly and severally, as follows:

1. For an order determining that this action may be maintained as a class action under Code of Civil Procedure § 382;

2. For an order appointing Plaintiff as the representative of the Class as indicated and defined herein;

3. For an order determining that this action may be maintained as a representative action under Labor Code § 2698, et seq. (PAGA);

4. For an order appointing Plaintiff as the PAGA representative of the aggrieved employees as indicated and defined herein;

5. For an order appointing counsel for Plaintiff as Class Counsel;

- 1 6. For general and compensatory damages according to proof;
- 2 7. For restitution of all monies due to Plaintiff and the Class from the unlawful
- 3 business practices;
- 4 8. For exemplary and punitive damages due to Plaintiff and the Class due to the
- 5 unlawful conversion;
- 6 9. For interest accrued to date;
- 7 10. For costs of the suit incurred;
- 8 11. For all penalties allowed by law;
- 9 12. For attorneys' fees and costs pursuant to statute and all other applicable law; and
- 10 13. For such other and further relief as this Court may deem appropriate.

11 Dated: March 14, 2024

LIGHT LAW GROUP, APC



Azad M. Marvazy
Brea Violette
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in this action against Defendants.

20 Dated: March 14, 2024

LIGHT LAW GROUP, APC



Azad M. Marvazy
Brea Violette
Attorneys for Plaintiffs