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individually and on behalf of other persons similarly
situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARIA CRISTINA ANGULO, individually
and on behalf of other persons similarly
situated and similarly aggrieved employees,

Plaintiff,

V.

BUENA VIDA LEARNING SERVICES,
INC.; JAIME RODRIGUEZ; MAGDALENA
MIRANDA; and DOES 1 through 50,

Defendants.

Case No.: 24STCV03136

Assigned to: Hon. Lawrence Riff
Department: SS-7
Complaint Filed: February 5, 2024

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

1. Failure to Pay Wages Owed.
2. Failure to Provide Meal Periods.
3. Failure to Provide Paid Rest Breaks.
4. Failure to Timely Pay Wages.
5. Wage Statement Violations.
6. Waiting Time Violations at Separation.
7. Vacation Time Violations.
8. Mandated Sick Time Violations.
9. Failure to Maintain and/or Produce Employee Records.
10. Failure to Reimburse Business Expenses.
11. Violation of Unfair Business Practices Act.
12. Penalties Pursuant to Private Attorneys General Act (“PAGA”).

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

1 Plaintiff MARIA CRISTINA ANGULO (“Plaintiff”), on behalf of herself and all others
2 similarly situated, based on information and belief, complains and alleges:

3 **GENERAL ALLEGATIONS**

4 1. This class and representative action lawsuit arises out of the following illegal employment
5 practices committed by Defendants, as defined below, with respect to their non-exempt
6 employees (including Plaintiff and the putative class members):

- 7 a. Failure to Pay Wages Owed.
8 b. Failure to Provide Meal Periods.
9 c. Failure to Provide Rest Breaks.
10 d. Failure to Timely Pay Wages.
11 e. Wage Statement Violations.
12 f. Waiting Time Violations at Separation.
13 g. Vacation Time Violations.
14 h. Mandated Sick Time Violations.
15 i. Failure to Maintain and/or Produce Employee Records.
16 j. Failure to Reimburse Business Expenses.

17 2. Defendants BUENA VIDA LEARNING SERVICES, INC.; JAIME RODRIGUEZ;
18 MAGDALENA MIRANDS; and DOES 1 through 50, inclusive, (collectively referred as
19 “Defendants” or “Employer”) have been involved/engaged in providing educational and
20 health care services throughout California, including, but not limited to assisting
21 individuals who have developmental disabilities including cerebral palsy, intellectual
22 disability, Down syndrome, autism, epilepsy, and related conditions. Defendants have
23 operated their business and services from various locations in the State of California,
24 including, but not limited to, the following locations: 630 Cornwall Street, Los Angeles,
25 CA 90033, 12331 Floral Ave., Whittier, CA 90033, 12347 Floral Drive, Whittier, CA
26 90033, 7215 Milton Ave., Unit B, Whittier, CA 90602, 9901 Paramount Blvd., Suite 212,
27 Downey, CA 90240, 621 W. Beverly Blvd., Montebello, CA 90640, and 8221 3rd Street,
28 #302, Downey, CA 90241. During the statutory period, Defendants have employed more

- 1 than 300 employees including Plaintiff and each member of the putative Class.
- 2 3. Plaintiff MARIA CRISTINA ANGULO is a female resident of the State of California and
- 3 was employed by Defendants in the County of Los Angeles.
- 4 4. From on or about 08/01/2020 through 07/05/2023, Ms. Angulo was hired by Defendants
- 5 to work as a non-exempt, hourly wage employee in the State of California. She assisted
- 6 clients with disabilities, cerebral palsy, Down syndrome, autism and like developmental
- 7 conditions. Defendants terminated the services of Ms. Angulo by taking her off the work
- 8 shifts/schedules. Going back for at least four years and continuing at the present time,
- 9 Defendants have engaged in the following employment practices in violation of
- 10 California employment laws.
- 11 5. At all times during their employment with Defendants, Plaintiff and all putative class
- 12 members were classified as non-exempt employees and worked from various locations for
- 13 Defendants.
- 14 6. The corporate defendants were active California legally organized business entities at all
- 15 times during the claims of Plaintiff and the putative class, were doing business in
- 16 California, and were headquartered in California.
- 17 7. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation
- 18 in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, but
- 19 Plaintiff is informed and believes and thereon alleges that said Defendants are legally
- 20 responsible for the wrongful conduct alleged herein and therefore sues these Defendants
- 21 by such fictitious names under Code of Civil Procedure § 474. Plaintiff will amend this
- 22 First Amended Complaint to allege the true name/capacities of said DOE Defendants
- 23 when ascertained.
- 24 8. Plaintiff is informed and believes and thereon alleges that all Defendants herein were
- 25 employers and joint employers and acted in all respects pertinent to this action as the
- 26 agent of the other Defendants. Defendants were engaged in a joint enterprise and carried
- 27 out a joint scheme, business plan and/or policy in all respects pertinent hereto, and the
- 28 acts of each Defendant are legally attributable to the other Defendants.

- 1 9. Defendants employed Plaintiff and the putative class members during the applicable
2 statutory period and during that period, Defendants consistently utilized policies and
3 procedures in violation of California Labor Code Sections 201 – 204, 206.5, 210, 226,
4 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500, 510, 512, 516, 1174, 1194,
5 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California Business and Profession
6 Codes 17200 et. seq., the Orders of the Industrial Welfare Commission, and the Private
7 Attorneys General Act.
- 8 10. At all times within the applicable statutory period, Defendants have had a consistent
9 policy of not paying their employees (including Plaintiff and the putative class members)
10 all of the wages owed to them for all of the hours they worked (including regular and
11 overtime wages) and did not compensate employees for time worked off-the-clock.
12 Defendants also engaged in rounding practices and reporting time violations. Moreover,
13 Defendants failed to pay Plaintiff and the putative class regular rate of pay for the earned
14 overtime wages.
- 15 11. At all times within the applicable statutory period, Defendants have had a consistent
16 policy of failing to provide their employees (including Plaintiff and the putative class
17 members) with at least one 30-minute unrestricted and uninterrupted meal period within
18 the first 5 hours of their workday. To the extent Defendants' employees (including
19 Plaintiff and the putative class members) were provided with a so-called meal period, the
20 meal period was not legally compliant because the meal periods were interrupted/cut
21 short and because Defendants retained control over the employees during the meal period.
22 Defendants have also failed to pay Plaintiff and the putative class members who were
23 denied legally compliant meal periods, one (1) hour of pay at the employees' regular rate
24 of compensation for each workday that a legally compliant meal period was not provided.
- 25 12. At all times within the applicable statutory period, Defendants have had a consistent
26 policy of failing to allow their employees (including Plaintiff and the putative class
27 members) to take rest breaks of at least ten (10) minutes per four (4) hours, or a major
28 fraction, worked. To the extent rest breaks were provided, the breaks were not provided

- 1 in the middle of the shift even though it was practicable for such breaks to be provided.
2 Additionally, in violation of California rest break laws, Defendants retained control over
3 the employees during rest breaks and restricted the actions of employees during their rest
4 breaks. Defendants also failed to pay Plaintiff and the putative class members who were
5 denied legally compliant rest breaks, one (1) hour of pay at the employees' regular rate of
6 compensation for each workday that a legally compliant rest break was not provided.
- 7 13. At all times within the applicable statutory period, Defendants have had a consistent
8 policy of not paying their employees (including Plaintiff and the putative class members)
9 the wages due within the time frames under the law, including Labor Code § 204.
- 10 14. At all times within the applicable statutory period, Defendants have provided inaccurate
11 wage statements to their employees (including Plaintiff and the putative class members)
12 which Defendants knew were inaccurate because said wage statements did not include
13 regular and overtime wages that were due the employees for time worked off-the-clock
14 and due as a result of Defendants illegal rounding practices which consistently favored
15 Defendants. Defendants also knew that said wage statements did not include wages that
16 were owed for their failure to provide legally compliant meal periods and rest breaks.
- 17 15. At all times within the applicable statutory period, Defendants have had a consistent
18 policy of failing to pay their employees (including Plaintiff and the putative class
19 members), all the wages they were due at the time of their termination or separation from
20 employment with Defendants, in violation of California state wage and hour laws.
- 21 16. At all times within the applicable statutory period, Defendants have had a consistent
22 policy of failing to pay their employees (including Plaintiff and the putative class
23 members), their vested vacation pay at the time of separation. Defendants were required
24 to pay said employees their vacation pay as wages at the final rate.
- 25 17. At all times within the applicable statutory period, Defendants have had a consistent
26 policy of failure to allow their past and present employees (including Plaintiff and the
27 putative class members), to accrue sick time and Covid benefits in the amounts required
28 by law, and further failed to permit the employees from using accrued sick time.

- 1 18. At all times within the applicable statutory period, Defendants have had a consistent
2 policy of neither maintaining nor producing the records of employees (including Plaintiff
3 and the putative class members). Defendants failed to have a record keeping practices as
4 required by the Labor Code. Upon receipt of a request for the production of the
5 employee's payroll record, Defendants should have afforded current and former
6 employees the right to inspect or receive a copy of records pertaining to their
7 employment. Defendants had an affirmative duty to comply with such requests as soon as
8 practicable, but no later than 21 calendar days from the date of the request, and failed to
9 comply with the applicable law.
- 10 19. At all times within the applicable statutory period, Defendants have had a consistent
11 policy of failing to reimburse their employees (including Plaintiff and the putative class
12 members) for business-related expenses as required under California law.
- 13 20. Plaintiff, on behalf of herself and the putative class members, brings this action pursuant
14 to Labor Code §§ 200, 201, 202, 203, 204, 204b, 204d, 210, 226, 226.7, 227.3, 245.5,
15 246, 246.5, 432, 500, 510, 512, 516, 1182.12, 1194, 1198, 1194.2, 1197, 1198, 1198.5,
16 2800, and 2802 as well as the applicable IWOs, seeking unpaid wages, penalties,
17 equitable relief, and reasonable attorneys' fees and costs to under California law.
- 18 21. Plaintiff, on behalf of herself and the putative class members, also brings this action
19 pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive relief, restitution, and
20 disgorgement of all benefits obtained by Defendants.
- 21 22. Plaintiff, on behalf of the State of California, herself, and other similarly aggrieved
22 employees, also brings this action pursuant to California Private Attorney General Act
23 ("PAGA"), Cal. Lab. Code § 2698, *et seq.* seeking penalties and reasonable attorneys' fees
24 and costs.

JURISDICTION AND VENUE

- 25
- 26 23. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil
27 Procedure § 395. The County of Los Angeles is the proper venue because work was
28 performed by Plaintiff and other class members for Defendants from, among other

locations, as described above. The principal place of business of Defendants is at 9901 Paramount Blvd., Suite 212, Downey, County of Los Angeles. The legal obligations owed by Defendants to Plaintiff and other class members were breached in the County of Los Angeles as well.

24. The California Superior Court has jurisdiction in this matter, because Plaintiff is a resident of the state of California, Defendants' principal place of business is in the state of California and Defendants are qualified to do business in California, and regularly conduct business in California.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action on behalf of herself and all other employees of Defendants who are similarly situated persons as a class action pursuant to California Code of Civil Procedure § 382. Plaintiff and all members of the putative class are described below with specificity and fall in several categories of subclasses whose rights have been violated under the law.

26. There is a well-defined common interest by and among Plaintiff and the putative class members, and it is impractical to bring all those individuals before the court under separate, different, and repetitive actions. Plaintiff also reserves the right to amend or modify the class descriptions set forth below in greater specificity or clarity if required in the future in accordance with California Rules of Court, rule 3.765 (b).

27. The Plaintiff Class (i.e., the class which Plaintiff seek to represent) is composed of and defined as follows: *All of Defendants' current and former non-exempt employees who worked for Defendants in California during the four years before the filing of the Complaint up through the time of class certification.*

28. Plaintiff seeks to certify the following subclasses of employees:

- a. "Unpaid Wage Subclass" – All members of the Plaintiff Class who were not paid the regular rate wages that were owed to them for time worked off-the-clock (including reporting time), as well as overtime wages for hours worked in excess of eight hours per day at the one and a half rate or at a double time rate.

- 1 b. “Meal Period Subclass” – All members of the Plaintiff Class who worked each
2 period exceeding five (5) hours without a legally compliant thirty (30) minute
3 meal period and/or periods in excess of ten (10) hours without a second legally
4 compliant thirty (30) minute meal periods; and, who were also not provided
5 compensation of one hour’s pay at the employee’s regular rate for each day that
6 a legally compliant meal period was not provided.
- 7 c. “Rest Break Subclass” – All members of the Plaintiff Class who worked periods
8 of four (4) hours or major fraction thereof without legally compliant rest breaks
9 of at least 10-minutes; and who were also not compensated one hour’s pay at the
10 employee’s regular rate for each unpaid legally compliant rest break.
- 11 d. “Untimely Paid Wage Subclass” – All members of the Plaintiff Class who were
12 not timely paid their wages in accordance with the Labor Code §204.
- 13 e. “Wage Statement Subclass” – All members of the Plaintiff Class to whom
14 Defendants failed to provide accurate and legally compliant itemized wage
15 statements under Labor Code § 226.
- 16 f. “Waiting Time Subclass” – All members of the Plaintiff Class who did not
17 receive all their wages upon separation under Labor Code §§ 201-203.
- 18 g. “Vacation Pay Subclass” – All members of the Plaintiff Class who did not
19 receive their vacation pay at the time of their separation per Labor Code §227.3.
- 20 h. “Sick Leave Pay & Covid Benefit Subclass” – All members of the Plaintiff
21 Class who did not receive sick leave benefits per Labor Code §§ 245.5, 246, and
22 246.6.
- 23 i. “Employee Records Subclass” - All members of the Plaintiff Class whose
24 employment records were not maintained pursuant to Labor Code §§ 1174 (c)
25 and (d) and/or produced per Labor Code §§ 226, 432 and 1198.5.
- 26 j. “Expense Reimbursement Subclass” – All members of the Plaintiff Class who
27 were not reimburse for their business expenses per Labor Code §2802.
- 28 k. “UCL Subclass” – All members of the foregoing subclasses, who were subject

- 1 to unlawful, illegal, unfair and/or deceptive business practices by Defendants.
- 2 29. There is a well-defined community of interest among many persons who comprise a
- 3 readily ascertainable class:
- 4 a. Numerosity: The potential members of the Class and Subclasses as defined here
- 5 are so numerous that the individual joinder of all of them as named Plaintiff is
- 6 impracticable. The number of members of the Class and Subclasses is unknown
- 7 to Plaintiff but their estimated number is more than 300 individuals, and their
- 8 identities may readily be ascertained from Defendants' records.
- 9 b. Typicality: The claims of Plaintiff is typical of the claims of all members of the
- 10 Class and Subclasses, who sustained similar damages arising out of Defendants'
- 11 common course of conduct in violation of law as alleged.
- 12 c. Ascertainable Class: The proposed Class and Subclasses are ascertainable as the
- 13 members can readily be identified and located based on the Defendants' payroll
- 14 and personnel records.
- 15 d. Adequacy: Plaintiff is adequate representatives of the Class and Subclasses.
- 16 Plaintiff will fairly protect the interests of the members, Plaintiff has no interest
- 17 that is adverse to the members, and Plaintiff will vigorously pursue this lawsuit
- 18 on behalf of all the members of the Class and Subclasses. Plaintiff's attorneys
- 19 are competent, skilled, and experienced in employment law litigation.
- 20 e. Superiority: Class action treatment will allow a large number of similarly
- 21 situated persons to prosecute their common claims in a single forum
- 22 simultaneously, efficiently, and without the unnecessary duplication of effort
- 23 and expense that numerous individual actions would require. Further, the
- 24 monetary amounts due to the Class and Subclasses are likely to be relatively
- 25 small, and the burden and expense of individual litigation would make it
- 26 difficult or impossible for the members to seek and obtain relief. A class action
- 27 will serve an important public interest by permitting employees harmed by
- 28 Defendants' unlawful practices to effectively pursue recovery of the sums owed.

- 1 f. Common Questions of Law and Fact: There are common questions of law and
2 fact as to the members of the Class and Subclasses which are superior to
3 questions affecting only individual members of the Class and Subclasses. The
4 common questions of law and fact may be summarized as follows and, if
5 necessary, will be refined with the progress of formal discovery in the case:
- 6 i. Whether Defendants violated California law, including the applicable
7 wage orders by failing to properly compensate Plaintiff Class members
8 for all hours worked, including reporting and overtime hours.
 - 9 ii. Whether Defendants violated California law and applicable Wage Orders
10 by failing to provide Plaintiff Class members with an off-duty thirty-
11 minute (30) meal period for more than five hours of work.
 - 12 iii. Whether Defendants violated California law and applicable Wage Orders
13 by failing to provide Plaintiff Class members with a second meal period.
 - 14 iv. Whether the remedy for an employer's failure to provide meal period(s)
15 is a premium wage for hardship of missing a lawful meal period.
 - 16 v. Whether Defendants violated California law and applicable Wage Orders
17 by failing to provide Plaintiff Class members with ten-minute (10) rest
18 breaks for each four hours worked.
 - 19 vi. Whether the remedy for an employer's failure to provide rest break(s) is
20 a premium wage for hardship of missing a lawful rest break.
 - 21 vii. Whether Defendants failed to pay all the owed wages in a timely manner
22 as required by law, within the designated time periods.
 - 23 viii. Whether Plaintiff Class members are entitled to recover penalties of
24 \$100 per employee for each initial violation of Section 204 and \$200
25 plus 25% of the amount unpaid for each subsequent violation.
 - 26 ix. Whether Defendants violated California law by their failure to provide
27 Plaintiff Class members with legally compliant wage statements, and
28 whether penalties of up to \$4,000 per employee are recoverable.

- x. Whether Defendants failed to provide members of the Plaintiff Class who ceased employment with Defendants all wages owed at the time of the cessation of the employee-employer relationship.
- xi. Whether Plaintiff Class members are entitled to waiting time penalties under Labor Code § 203.
- xii. Whether Defendants have violated Labor Code §227.3 by failing to pay Plaintiff Class members their vacation pay at the time of their separation, and corresponding penalties.
- xiii. Whether Defendants have violated Labor Code §§ 245.5, 246 and 246.5 by failing to pay Plaintiff Class members their sick leave and Covid benefits and pay.
- xiv. Whether Plaintiff Class members are entitled to the sick leave pay wages owed under Labor Code §§ 245.5, 246 and 246.5 and corresponding penalties under Labor Code § 203.
- xv. Whether Defendants have violated Labor Code §§ 1174 (c) and (d), 226, 432 and 1198.5 by failing to maintain and/or produce employment records Plaintiff Class members, and whether infraction penalties as a result are due.
- xvi. Whether Defendants have violated Labor Code §2802 by failing to reimburse Plaintiff and the Plaintiff Class for all business expenses incurred by them in direct consequence of the discharge of their duties.
- xvii. Whether Defendants violated Business and Professions Code §§ 17200 et. seq., Labor Code §§ 200, 201, 202, 203, 204, 204b, 204d, 210, 226, 226.7, 227.3, 245.5, 246, 246.5, 432, 500, 510, 512, 516, 1182.12, 1194, 1198, 1194.2, 1197, 1198, 1198.5, 2800, and 2802 as well as the applicable IWOs, which constitute violations of public policy under California law, and whether remedies are due as a consequence.
- xviii. Whether the Plaintiff Class is entitled to an equitable relief in accordance

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- with Business and Professions Code §§ 17200 et. seq.
- xix. Whether Plaintiff Class and Subclasses are entitled to attorney’s fees, costs and other relief as deemed appropriate for the foregoing violations.
- xx. Whether Defendants’ affirmative defenses, if any, raise common issues of law and fact as to the Plaintiff Class as a whole and/or Subclasses.

FIRST CAUSE OF ACTION

**FAILURE TO PAY WAGES
(Labor Code §§ 204, 210, 510, 1194, 1194.2 and IWOs)
(By Plaintiff and the Unpaid Wage Subclass against Defendants)**

30. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint.
31. At all times during the applicable statutory period, Plaintiff and members of the Unpaid Wage Class were employees of Defendants covered by Labor Code §§ 204, 210, 510, 1194, 1194.2, 1198 and applicable Wage Orders, and they were entitled to receive regular (including at least the minimum wage) and overtime wages for all hours worked as well as liquidated damages equal to unlawfully unpaid minimum wages with interest.
32. Defendants have violated California law and the specified provisions of the Labor Code and applicable Wage Orders by their failure to pay all wages due their employees, including payment of regular and overtime wages for time worked off-the-clock and/or due to Defendants unfair and illegal rounding practices which consistently worked to the advantage of Defendants. Failure to compensate Plaintiff and the putative class based on regular rate of pay for the overtime shifts as well as unpaid reporting time wages are included here as well.
33. As a result, Plaintiff and members of the Unpaid Wage Subclass are entitled to recover wages, damages, losses, statutory penalties, attorneys’ fees, costs and/or other remedies, set forth in the Prayer for Relief, incorporated here.
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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS OR
COMPENSATION IN LIEU THEREOF
(Labor Code §§ 226.7, 512 and IWOs)
(By Plaintiff and the Meal Period Subclass against Defendants)

34. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint.
35. By their failure to provide legally compliant thirty-minute (30) meal periods to Plaintiff and members of the Meal Period Subclass, Defendants willfully violated the provisions of Labor Code §§ 226.7, 512 and applicable IWC Wage Orders.
36. As a result of Defendants' unlawful conduct, Plaintiff and members of the Meal Period Subclass are entitled to recover wages, damages, losses, statutory penalties, attorneys' fees, costs and/or other remedies, set forth in the Prayer for Relief, incorporated here.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST BREAKS OR
COMPENSATION IN LIEU THEREOF
(Labor Code § 226.7 and IWOs)
(By Plaintiff and the Rest Break Subclass against Defendants)

37. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint.
38. By their failure to provide legally compliant ten-minute rest breaks periods for every four (4) hours of work or major fraction thereof per day to Plaintiff and the Rest Break Subclass, Defendants willfully violated Labor Code § 226.7 and IWOs.
39. As a result of Defendants' unlawful conduct, Plaintiff and members of the Rest Break Subclass are entitled to recover wages, damages, losses, statutory penalties, attorneys' fees, costs and/or other remedies, set forth in the Prayer for Relief, incorporated here.

FOURTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES
(Labor Code § 204 and IWOs)
(By Plaintiff and the Untimely Paid Wage Subclass against Defendants)

40. Plaintiff incorporates paragraphs 1 through 38 of this First Amended Complaint, except for paragraphs 30, 33, 34, 36, and 37.
41. In accordance with Labor Code § 204b and IWOs, labor performed by a weekly-paid

employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week. Labor performed by a weekly-paid employee during any calendar week and subsequent to the regular payday shall be paid for not later than seven days after the regular payday of the employer for such weekly-paid employee falling during the following calendar week. Defendants failed to comply therewith and have untimely paid the wages or have not paid at all.

42. As a result, Plaintiff and members of the Untimely Paid Wage Subclass are entitled to recover wages, damages, losses, statutory penalties, attorneys' fees, costs and/or other remedies, set forth in the Prayer for Relief, incorporated here.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT ITEMIZED WAGE STATEMENTS

(Labor Code §226 and IWOs)

(By Plaintiff and the Wage Statement Subclass against Defendants)

43. Plaintiff incorporates paragraphs 1 through 41 of this First Amended Complaint, except for paragraphs 30, 33, 34, 36, 37, 39 and 40.

44. By their failure to provide accurate itemized wage statements to Plaintiff and members of the Wage Statement Subclass, Defendants willfully violated the provisions of Labor Code §226 and applicable Industrial Wage Orders.

45. As a result, Plaintiff and members of the Wage Statement Subclass are entitled to recover wages, damages, losses, statutory penalties, attorneys' fees, costs and/or other remedies, set forth in the Prayer for Relief, incorporated here.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES DUE AT TERMINATION

(Labor Code §§ 201, 202, 203 and IWOs)

(By Plaintiff and the Waiting Time Subclass against Defendants)

46. Plaintiff incorporates paragraphs 1 through 44 of this First Amended Complaint, except for paragraphs 30, 33, 34, 36, 37, 39, 40, 42 and 43.

47. By their failure to timely pay Plaintiff and members of the Waiting Time Subclass the final wages due upon the employees' separation (termination or resignation),

- 1 Defendants willfully violated Labor Code §§ 201, 202, 203 and Wage Orders.
- 2 48. In violation of Labor Code § 203, Defendants have also failed to pay the continuing
- 3 wages owed (up to a maximum of thirty days).
- 4 49. As a direct and proximate result, Plaintiff and Waiting Time Subclass members are
- 5 entitled to recover wages, damages, losses, statutory penalties, attorneys' fees, costs
- 6 and/or other remedies, set forth in the Prayer for Relief, incorporated here.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO PAY VESTED VACATION PAY**
9 **(Labor Code §227.3 and IWOs)**

10 **(By Plaintiff and the Vacation Pay Subclass against Defendants)**

- 11 50. Plaintiff incorporates paragraphs 1 through 48 of this First Amended Complaint, except
- 12 for paragraphs 30, 33, 34, 36, 37, 39 and 40, 42, 43, 45 and 46.
- 13 51. By their failure to compensate Plaintiff and members of the Vacation Pay Subclass for
- 14 their vested vacation pay at the time of their separation, Defendants violated the
- 15 provisions of Labor Code §227.3 and applicable Industrial Wage Orders.
- 16 52. As a result of Defendants' unlawful conduct, Plaintiff and members of the Vacation Pay
- 17 Subclass are entitled to recover wages, damages, losses, statutory penalties, attorneys'
- 18 fees, costs and/or other remedies, set forth in the Prayer for Relief, incorporated here.

19 **EIGHTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE &/OR PAY FOR ACCRUED SICK LEAVE TIME**
21 **&/OR COVID BENEFITS**

22 **(Labor Code §§ 224.5, 246 and 246.5 and IWOs)**

23 **(By Plaintiff and the Sick Pay Subclass against Defendants)**

- 24 53. Plaintiff incorporates paragraphs 1 through 48 of this First Amended Complaint, except
- 25 for paragraphs 30, 33, 34, 36, 37, 39 and 40, 42, 43, 45 and 46.
- 26 54. By their failure to compensate Plaintiff and members of the Sick Leave Time Subclass
- 27 their sick leave benefits, Defendants violated the provisions of Labor Code §§ 224.5,
- 28 246 and 246.5 and applicable Industrial Wage Orders. Furthermore, a covered
- employee, who is considered full-time or who worked or was scheduled to work an
- average of at least 40 hours per week in the two weeks before the leave is taken, is

entitled to up to 80 hours of medical leave, comprised of 40 hours of COVID-19 Supplemental Paid Sick Leave and an additional 40 hours if the covered employee or the qualifying family member tests positive for COVID-19. Plaintiff and the putative class were deprived of said benefits as well.

55. As a result of Defendants' unlawful conduct, Plaintiff and members of the Sick Leave Subclass are entitled to recover wages, damages, losses, statutory penalties, attorneys' fees, costs and/or other remedies, set forth in the Prayer for Relief, incorporated here.

NINTH CAUSE OF ACTION

FAILURE TO MAINTAIN AND/OR PRODUCE EMPLOYEE RECORDS (Labor Code §226 and IWOs)

(By Plaintiff and the Employee Records' Subclass against Defendants)

56. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint.

57. By their failure to maintain and/or produce employee records of Plaintiff and the records of the Employee Records Subclass when request(s) were made to Defendants, Defendants violated Labor Code §§ 1174(c) and (d), 226, 432 and 1198.5 and applicable Industrial Wage Orders.

58. As a result, Plaintiff and members of the Employee Records Subclass are entitled to recover wages, damages, losses, statutory penalties, attorneys' fees, costs and/or other remedies, set forth in the Prayer for Relief, incorporated here.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE ALL BUSINESS EXPENSES

(Labor Code §§ 2800, 2802 and IWOs)

(By Plaintiff and the Expense Reimbursement Subclass against Defendants)

59. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint.

60. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases indemnify his employee for losses caused by the employer's want of ordinary care." Labor Code § 2802 provides, in pertinent part, "[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..."

61. At all times during the applicable statutory period, Defendants required Plaintiff and

Expense Reimbursement Subclass Members to incur expenses for the Defendants during the scope of their employment, including, but not limited to, cellular phone usage, milage and purchase of supplies for the facilities where Plaintiff and putative class members were placed at to care for and educate the developmentally challenged clients. Plaintiff and the putative class have not yet been reimbursed for said expenses.

62. As a direct and proximate result, Plaintiff and Expense Reimbursement Subclass Members are entitled to recover damages, losses, statutory penalties, attorneys' fees, costs and/or other remedies, set forth in the Prayer for Relief, incorporated here.

ELEVENTH CAUSE OF ACTION

VIOLATION OF UNFAIR BUSINESS PRACTICES ACT (Bus. & Prof. Code §§ 17200, *et seq.*) (By Plaintiff, Plaintiff Class, and All Subclasses against Defendants)

63. Plaintiff incorporates paragraphs 1 through 61, except for paragraphs 30, 33, 34, 36, 37, 39 and 40, 42, 43, 45, 46, 49, 50, 52, 53, 55, 56, 58, and 59.
64. The alleged unlawful and/or unfair conduct of Defendants constitutes unfair competition pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for the time period starting four (4) years before the filing of the Complaint.
65. Plaintiff Class and Subclasses have suffered injury in fact and lost money or property, including, but not limited to, payment of minimum and/or actual wages owed.
66. Pursuant to Business and Professions Code § 17203, Plaintiff and members of the Plaintiff Class and Subclasses are entitled to restitution of all wages and out-of-pocket losses owed to them under the Labor Code, and interest to prevent unjust enrichment.
67. Plaintiff and members of the Plaintiff Class and Subclasses are entitled to recover reasonable attorney's fees for the unfair competition claims pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.
68. Plaintiff requests the court to issue a preliminary and permanent injunction prohibiting defendants from committing the Labor Code and applicable Wage Orders

TWELFTH CAUSE OF ACTION

**VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT
(LABOR CODE § 2699 et seq.)**

(By Plaintiff and Aggrieved Employees Against Defendants)

69. Plaintiff incorporates paragraphs 1 through 68 of this First Amended Complaint as if fully alleged herein.
70. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"), private parties may recover civil penalties for violations of the California Labor Code. PAGA penalties are in addition to any other relief available under the Labor Code.
71. As set forth above, Defendants violated the California Labor Code by consistently failing to employ Plaintiff and other similarly situated employees in compliance with California law.
72. Plaintiff provided written notice by certified mail to Defendants on February 5, 2024, and electronic notice to the State Labor & Workforce Development Agency ("LWDA"), of the legal claims and theories of this case. To date, and after 65 days from the date of mailing of notice, the LWDA has not notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim for civil penalties under the PAGA. Accordingly, Plaintiff exhausted administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA claim was assigned case number LWDA-CM-1009154-24 by the LWDA.
73. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to recover the maximum civil penalties permitted by law from Defendants for the violations of Labor Code alleged in this First Amended Complaint and the written notice communicated by Plaintiff to the LWDA.
74. Plaintiff and all other aggrieved employees are also entitled to recover their attorneys' fees and costs under Labor Code § 2699.

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FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

PRAYER FOR RELIEF

WHEREFORE, on behalf of herself, Plaintiff's Class and Subclasses, Plaintiff prays:

- A. An order certifying that Plaintiff may pursue her claims as a class action under Section 382 of the Code of Civil Procedure; and it is further requested that Plaintiff Class and each Plaintiff Subclass be certified.
- B. An order appointing Plaintiff as Class representative.
- C. An order appointing Plaintiff's counsel as Class counsel.
- D. Recovery of unpaid/underpaid wages (including, but not limited to, regular, overtime, minimum, reporting time, vacation and sick leave pay and wages) owed under the Labor Code and/or applicable Industrial Wage Orders per proof.
- E. All premium pay/wages owed to under the Labor Code, applicable Industrial Wage Order(s) and/or local law/ordinance for legally non-compliant meal periods and/or rest breaks, according to proof.
- F. All liquidated damages for Defendants' violation(s) of the Labor Code, Industrial Wage Order(s) and/or local ordinances, including Labor Code § 1194.2, per proof.
- G. All statutory penalties to the fullest extent permitted under California Law, including but not limited to applicable Labor Code provisions such as Labor Code §§ 203, 210 and § 226(e), according to proof.
- H. Reimbursement of business expenses under Labor Code § 2802.
- I. Disgorgement of Defendants' wrongfully obtained profits and restitution of unpaid wages under Business and Professions Code §§ 17203, 17204.
- J. All remedies (including damages, penalties, fees, costs, interest, etc.) under the Labor Code §§ 200, 201, 202, 203, 204, 204b, 204d, 210, 226, 226.7, 227.3, 245.5, 246, 246.5, 432, 500, 510, 512, 516, 1182.12, 1194, 1198, 1198.5, 1194.2, 1197, 1198, 1198.5, 2800, and 2802 and applicable Industrial Wage Orders.
- K. Civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to aggrieved employees).

- 1 L. Reasonable attorney's fees and costs as permitted under California law, including,
2 but not limited to, Labor Code §§ 218.5, 1194 and Code of Civ. Proc. § 1021.5.
3 M. Enjoinment of Defendants from further acts of unfair competition and continuous
4 violations of the Labor Code and applicable Wage Orders.
5 N. Prejudgment interest to the fullest extent permitted under California law.
6 O. Post-judgment interest to the fullest extent permitted under California law.
7 P. For such other relief that the Court may deem just and proper.
8

9 DATED: Apr. 2, 2025

MOORADIAN LAW, APC

10 By:

_____

11 **Zorik Mooradian,**

12 **Haik Hacopian,**

13 Attorneys for Plaintiff MARIA CRISTINA ANGULO,
14 individually and on behalf of all similarly situated and
15 similarly aggrieved employees

16 **DEMAND FOR A JURY TRIAL**

17 Plaintiff MARIA CRISTINA ANGULO hereby demands a jury trial.

18 DATED: Apr. 2, 2025

MOORADIAN LAW, APC

19 By:

_____

20 **Zorik Mooradian,**

21 **Haik Hacopian,**

22 Attorneys for Plaintiff MARIA CRISTINA ANGULO,
23 individually and on behalf of all similarly situated and
24 similarly aggrieved employees
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On **April 2, 2025**, I served on the parties of record in this action the foregoing document(s) described as:

FIRST AMENDED COMPLAINT – CLASS AND REPRESENTATIVE ACTION

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Lawrence Segal, Esq.
lawrence@legalsegal.com
 Andrew Shupe, Esq.
andrew@legalsegal.com
 Tabitha Chan, Esq.
tabitha@legalsegal.com
SEGAL LAW GROUP
 9100 Wilshire Boulevard, Suite 616E
 Beverly Hills, California 90212-3557
 Telephone: (310) 550-4840
 Fax: (310) 550-4848

☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission through the CaseAnywhere platform, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses.

Executed on **April 2, 2025** at Calabasas, California.

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/s/Haik Hacopian
Haik Hacopian