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Attorneys for Plaintiff KAMINI N DALAL
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DIVISION**

KAMINI N DALAL, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

COMMUNICATION SERVICE FOR THE
DEAF, INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **24STCV12646**

PAGA ACTION

**PLAINTIFF KAMINI N DALAL'S
COMPLAINT FOR:**

**CIVIL PENALTIES PURSUANT TO
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA"),
LABOR CODE SECTIONS 2698, ET
SEQ.**

1 COMES NOW Plaintiff KAMINI N DALAL (“Plaintiff”), who alleges and complains on
2 information and belief except as to those allegations relating to Plaintiff herself, which are asserted
3 on personal knowledge, against Defendants COMMUNICATION SERVICE FOR THE DEAF,
4 INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

5 **I. INTRODUCTION**

6 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
7 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, herself and
8 other current and former aggrieved employees of Defendants who worked as hourly non-exempt
9 employees in California during the relevant time period seeking civil penalties associated with
10 Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all hours
11 worked at the employees’ minimum wage rate or overtime rate, failure to timely pay earned wages
12 during employment, failure to provide complete and accurate wage statements, failure to timely pay
13 all unpaid wages following separation of employment. Plaintiff seeks on a representative basis,
14 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
15 attorneys’ fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
16 the State of California, and others aggrieved.

17 **II. JURISDICTION AND VENUE**

18 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
19 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
20 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
21 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
22 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
23 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
24 aggrieved California-based hourly non-exempt employees occurred in locations throughout
25 California, including but not limited to Los Angeles County at 6825 Baird Ave. #101, Reseda, CA
26 91335.

27 **III. PARTIES**

28 3. Plaintiff brings this action as a representative of the Labor and Workforce

1 Development Agency on behalf of herself and other current and former employees subject to
2 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
3 filed include current, former and/or future employees of Defendants who work, worked, or will work
4 for Defendants as direct employees as well as temporary employees employed through temporary
5 agencies as hourly non-exempt employees in California (collectively, "PAGA EMPLOYEES"). At
6 all times mentioned herein, the currently named Plaintiff is and was domiciled and a resident and
7 citizen of California and was employed by Defendants in an hourly position at Defendants' location
8 in Reseda from approximately January 10, 2022 until on or about May 11, 2023.

9 4. Defendant COMMUNICATION SERVICE FOR THE DEAF, INC. ("CSD") is
10 authorized to do business within the State of California and is doing business in the State of
11 California. Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf
12 of Defendant CSD in the establishment of, or ratification of, the aforementioned illegal wage and
13 hour practices or policies. Defendant CSD operates in Los Angeles County and employed Plaintiff
14 and aggrieved employees in Los Angeles County, including but not limited to, at 6825 Baird Ave.
15 #101, Reseda, CA 91335.

16 5. Defendants DOES 1 through 50 are corporations or are other business entities or
17 organizations of a nature unknown to Plaintiff that employed PAGA EMPLOYEES, permitted them
18 to work, and exercised control over their wages, hours and working conditions.

19 6. Defendants DOES 51 through 100 are individuals unknown to Plaintiff. Each of the
20 individual defendants is sued individually and in his or her capacity as an agent, shareholder, owner,
21 representative, manager, supervisor, independent contractor and/or employee of each defendant who
22 violated or caused to be violated the minimum wage and overtime provisions of the Labor Code
23 and/or any provision of the Industrial Welfare Commission's wage orders regulating hours and days
24 of work.

25 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
26 sues said defendants by said fictitious names and will amend this complaint when the true names
27 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
28 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously

1 named defendants is in some manner responsible for the events and allegations set forth in this
2 complaint.

3 8. Plaintiff makes the allegations in this complaint without any admission that, as to
4 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
5 reserves all of Plaintiff's right to plead in the alternative.

6
7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
9 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

10 **(Against all Defendants by PAGA EMPLOYEES and the State of California)**

11 9. Plaintiff incorporates by reference and re-alleges each and every allegation contained
12 in this pleading as though fully set forth herein.

13 10. During Plaintiff's employment and continuing through the present, Defendants
14 violated Labor Code sections 201, 202, 203, 204, 223, 226, 510, 1194, 1197, and the applicable
15 Wage Orders.

16 11. Specifically, Defendants have committed the following violations of California
17 Labor Code:

18 12. **Failure to pay wages for all hours worked at the legal minimum wage:**
19 Defendants employed PAGA EMPLOYEES as hourly non-exempt employees. In California, an
20 employer is required to pay hourly employees for all "hours worked," which includes all time that
21 an employee is under control of the employer and all time the employee is suffered and permitted
22 to work. This includes the time an employee spends, either directly or indirectly, performing services
23 which inure to the benefit of the employer.

24 13. Labor Code sections 1194 and 1197 require an employer to compensate employees
25 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
26 Wage Orders.

27 14. In this case, PAGA EMPLOYEES worked more minutes per shift than Defendants
28 credited them with having worked. Specifically, Defendants failed to pay PAGA EMPLOYEES all

1 wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices,
2 and/or procedures including, but not limited to:

3 (a) Requiring PAGA EMPLOYEES who worked remotely in CA to set up their
4 employer-provided computer system without being paid for the time spent setting up their remote
5 workstations,

6 (b) Requiring PAGA EMPLOYEES who worked remotely in CA for each shift to
7 engage in unpaid boot-up and log in time before being able to perform their duties for Defendant
8 without being paid for the time spent.

9 15. Therefore, Defendants suffered, permitted, and required PAGA EMPLOYEES to be
10 subject to Defendants' control without paying wages for that time. This resulted in PAGA
11 EMPLOYEES working time for which they were not compensated any wages, in violation of Labor
12 Code sections 1194 and 1197 and the applicable Wage Order.

13 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
14 Defendants employed PAGA EMPLOYEES as hourly non-exempt employees. In California, an
15 employer is required to pay hourly employees for all "hours worked," which includes all time that
16 an employee is under control of the employer and all time the employee is suffered and permitted
17 to work. This includes the time an employee spends, either directly or indirectly, performing services
18 that inure to the benefit of the employer.'

19 17. Labor Code sections 510 and 1194 require an employer to compensate employees a
20 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
21 hours in a workweek, and on any seventh consecutive day of work in a workweek:

22 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
23 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
24 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
25 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
26 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
employee. Labor Code § 510.

27 18. In this case, Defendants failed to pay PAGA EMPLOYEES overtime wages for all
28 overtime hours worked due to Defendants' policies, practices, and/or procedures including, but not

1 limited to:

2 (a) Requiring PAGA EMPLOYEES who worked remotely in CA to set up their
3 employer-provided computer system without being paid for the time spent setting up their remote
4 workstations,

5 (b) Requiring PAGA EMPLOYEES who worked remotely in CA for each shift to
6 engage in unpaid boot-up and log in time before being able to perform their duties for Defendant
7 without being paid for the time spent.

8 i. Turn on or wake the computer provided by Defendants;

9 ii. Wait for the computer to complete initial booting and take the user to log in
10 screen;

11 iii. Configure and appropriately set up the employee's webcam, in anticipation
12 of immediately receiving video communications from clients;

13 iv. Configure and appropriately set up the employee's microphone and headset,
14 in anticipation of immediately receiving audio communication from clients;

15 v. Set up appropriate lighting in anticipation of immediately receiving video
16 communications from clients;

17 vi. Enter log in credentials into "Paylocity" application;

18 vii. Wait additional time to load after entering log in credentials into "Paylocity"
19 application;

20 viii. Authenticate that the user is human and not a robot by completing a
21 challenge-response (CAPTCHA) test or by other means;

22 ix. Finally, clock in for the start of the shift.

23 19. Overtime is based upon an employee's regular rate of pay. "The regular rate at which
24 an employee is employed shall be deemed to include all remuneration for employment paid to, or
25 on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies
26 and Interpretations Manual, § 49.1.2.

27 20. In this case, when PAGA EMPLOYEES who worked remotely in CA earned
28 overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay

1 due to Defendants' failure to include all remuneration when calculating the overtime rate of pay.
2 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
3 remuneration such as "reward pay," for example, when calculating PAGA EMPLOYEES' regular
4 rate of pay for the purpose of paying overtime.

5 21. The foregoing policies, practices, and/or procedures resulted in time during each
6 workday that PAGA EMPLOYEES were under the control of Defendants but were not
7 compensated. To the extent that the foregoing uncompensated time occurred when PAGA
8 EMPLOYEES worked more than eight (8) hours in a workday, more than forty (40) hours in a
9 workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime
10 rate of pay for overtime hours worked, in violation of Labor Code sections 510, 1194 and 1198, and
11 the applicable Wage Order.

12 22. **Failure to timely pay earned wages during employment:** In California, wages
13 must be paid at least twice during each calendar month on days designated in advance by the
14 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
15 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
16 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
17 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
18 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
19 calendar days following the close of the payroll period in which wages were earned. Labor Code §
20 204(d).

21 23. As a derivative of Plaintiff's claims above, Defendants failed to timely pay PAGA
22 EMPLOYEES' earned wages (including minimum wages, and/or overtime wages) in violation of
23 Labor Code section 204. Defendants' aforementioned policies, practices, and/or procedures resulted
24 in their failure to pay PAGA EMPLOYEES their earned wages within the applicable time frames
25 outlined in Labor Code section 204.

26 24. **Secret payment of lower wages than designated by statute:** Labor Code section
27 223 provides that, where any statute or contract requires an employer to maintain the designated
28 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage

1 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
2 failing to: pay overtime wages at the applicable minimum wage and legal overtime rate, as
3 established by Labor Code sections 510 and 1194, the Defendant secretly paid a lower wage than
4 designated by statute while purporting to pay the wages designated by statute, in violation of Labor
5 Code section 223.

6 25. **Failure to provide complete and accurate wage statements:** Labor Code section
7 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must
8 “furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages
9 earned, (2) total hours worked by the employee, except for any employee whose compensation is
10 solely based on a salary and who is exempt from payment of overtime under subdivision (a) of
11 Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-
12 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
13 deductions, provided, that all deductions made on written orders of the employee may be aggregated
14 and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the
15 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
16 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
17 the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

18 26. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay PAGA
19 EMPLOYEES all wages earned (including minimum wages, and/or overtime wages) rendered
20 PAGA EMPLOYEES’ wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2,
21 5 & 9).

22 27. **Failure to pay employees all wages due at time of termination/resignation:** An
23 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
24 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
25 hours of resignation (Labor Code section 202).

26 28. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
27 PAGA EMPLOYEES all their earned wages (including minimum wages, and/or overtime wages),
28 Defendants failed to pay those employees timely after each employee’s termination and/or

1 resignation, in violation of Labor Code sections 201, 202, and 203.

2 29. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
3 on behalf of themselves and other current or former employees, to bring a civil action to recover
4 civil penalties against all Defendants pursuant to the procedures specified in Labor Code section
5 2699.3.

6 30. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
7 section 2699.3. On March 15, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
8 provided notice to Defendants by certified mail which provided notice of the specific provisions of
9 the Labor Code alleged to have been violated, including the facts and theories to support the
10 violations alleged.

11 31. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
12 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
13 within 60 days of the date of the complainant's written notice. If no such notice is received within
14 65 days, the aggrieved employee may commence a civil action. Labor Code § 2699.3(a)(2)(A).
15 Here, the LWDA failed to provide the parties notice within 65 days of the date of Plaintiff's PAGA
16 Claim Notice, permitting Plaintiff to file the instant action..

17 32. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
18 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 510,
19 and 1194, During Plaintiff's employment and continuing through the present, preceding Plaintiff
20 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

21 a. For violations of Labor Code sections 201, 202, 203, and 226(a); one hundred
22 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
23 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty
24 amounts established by Labor Code section 2699(f)(2)].

25 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
26 dollars (\$250) for each employee for each pay period for the initial violation, and for each
27 subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period
28 [penalty amounts established by Labor Code section 226.3].

1 appropriate.

2 Dated: May 20, 2024

Respectfully submitted,
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4 By: 

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12 aggrieved employees

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