

1 **WORRELL LAW FIRM, APC**

2 Kyle C. Worrell (SBN 281287)
3 kcw@worrell-law.com
4 1717 Old Tustin Avenue, Unit E
5 Santa Ana, CA 92705
6 Telephone: (657) 232-1450
7 Facsimile: (657) 232-1430

8 Attorneys for Plaintiff
9 ADELINA MALDONADO

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David W. Slayton,
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 ADELINA MALDONADO, an individual,
13 on behalf of herself as an Aggrieved
14 Employee, and in her representative capacity
15 as a Private Attorney General,

16 Plaintiff,

17 vs.

18 AT HOME STORES LLC, a limited liability
19 company, and DOES 1 through 100,
20 inclusive,

21 Defendants.

Case No.: **24STCV13861**

**REPRESENTATIVE ACTION COMPLAINT
FOR:**

(1) VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") [Lab. Code § 2698 *et seq.*]

JURY TRIAL DEMANDED

22 COMES NOW Plaintiff Adelina Maldonado ("Plaintiff"), individually as an Aggrieved
23 Employee (defined below), and in a representative capacity for other Aggrieved Employees as a
24 private attorney general, based upon facts that either have evidentiary support or are likely to have
25 evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as
26 follows:

27 **INTRODUCTION**

28 1. Plaintiff was hired by Defendant At Home Stores LLC ("AT HOME" or
"Defendant"), in October 2021, as a Customer Support Associate at one of its store locations in
Southern California, as a non-exempt hourly employee. Plaintiff held that position until her

1 termination on August 15, 2023. AT HOME classified Plaintiff as a non-exempt employee and
2 paid her an hourly rate barely above the state minimum wage.

3 2. At all pertinent times during the applicable limitations period, Defendants have
4 implemented various wage and hour policies that fail to comply with the California Labor Code.
5 Among other things, Defendants would award non-discretionary bonuses or similar compensation
6 for non-exempt employees but failed to account for those bonuses or other compensation in
7 calculating their employees' regular rate of pay for purposes of determining and properly paying
8 overtime premiums, meal period violation premiums, or rest period violation premiums. During
9 the relevant time period, Plaintiff was exposed to these improper wage and hour practices,
10 including, but not limited to, specifically earning non-discretionary bonus pay during times when
11 Plaintiff also worked overtime and/or missed meal or rest periods, but was not provided appropriate
12 compensation at her regular rate of pay. These issues also lead to derivative penalties for failure to
13 provide accurate wage records and waiting time penalties, each of which is a separate labor code
14 violation suffered by Plaintiff. Plaintiff therefore qualifies as an Aggrieved Employee because she
15 is a "person who was employed by the alleged violator and against whom one or more of the alleged
16 violations was committed." (Labor Code § 2699, subd. (c).)

17 3. In addition to the regular rate payment issues, Defendants engaged in various other
18 improper payment practices, described more fully herein.

19 4. Accordingly, Defendants regularly failed to properly: (1) pay overtime pay; (2) pay
20 minimum wages; (3) provide uninterrupted off-duty meal periods and/or required premium wages;
21 (4) provide uninterrupted off-duty rest periods and/or required premium wages; (5) maintain
22 adequate records including tracking hours worked; (6) furnish proper and/or accurate wage
23 statements; (7) reimburse reasonable and necessary business expenditures; and (7) timely pay all
24 wages due upon termination, among other things. The Defendants' time records and policies will
25 confirm some of these violations including numerous violations of the PAGA and the California
26 Labor Code, as well as other laws, decisions, orders, or rulings that are enforceable through the
27 PAGA.

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5. For over 50 years, California's courts and legislature have recognized that this State's wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not ordinary debts. Because of the economic position of the average worker and his or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that employees are promptly paid the minimum wages that the Legislature has required for employees. So fundamental are California's wage-and-hour laws that the Legislature has criminalized certain types of violations.

6. Plaintiff brings this action pursuant to PAGA and seeks to obtain all applicable relief for Defendants' violations, including all available relief under PAGA and the applicable Labor Code provisions or other law enforceable through PAGA. As a result of Defendants' unlawful conduct alleged herein, Defendants violated California Labor Code sections 201-203, 204, 204c, 206, 206.5, 207, 210, 216, 226, 226(a)-(f), 226.3, 226. 6, 226.7, 227.3, 233-234, 245-249, 432, 432.5, 510, 512(a), 558, 558.1, 1174(d), 1174.5, 1182.12, 1183, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198-1198.5, 2800, 2802, 2810.5, and all applicable Industrial Welfare Commission Wage Orders ("Wage Orders").

PAGA REPRESENTATIVE ACTION

7. Plaintiff is pursuing this specific action as a PAGA action, and not as a class action, for various important reasons, which were articulated by the California Supreme Court in its recent decision, *Estrada v. Royalty Carpet Mills, Inc.* (2024) 15 Cal.5th 582 (*Estrada*), quoted, in pertinent part, in sections a. through e. below:

a. In 2003, the Legislature enacted PAGA to remedy “systemic underenforcement” of the Labor Code. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 545 (*Williams*).) PAGA provides for civil penalties for various Labor Code violations and authorizes “aggrieved employees, acting as private attorneys general, to recover [those] penalties.” (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 379 (*Iskanian*) abrogated in part on other grounds in *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. ____ [142 S.Ct. 1906, 213 L.Ed.2d 179] (*Viking River*.) Under the statute, an “aggrieved employee” is “any person who was employed by the alleged violator and against whom one or more of the alleged violations was

1 committed.” (§ 2699, subd. (c).).

2 b. The term “[a]ggrieved employee’ . . . governs not just who has standing to
3 bring a PAGA claim, but also who may recover a share of penalties.” (*Kim v. Reins International*
4 *California, Inc.* (2020) 9 Cal.5th 73, 87 (*Kim*).) And a PAGA plaintiff may seek penalties for
5 violations involving aggrieved employees other than the PAGA plaintiff. (*ZB, N.A. v. Superior Court*
6 (2019) 8 Cal.5th 175, 185 (*ZB*).) We have sometimes referred to this as a “representative” (*Adolph*
7 *v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, 1118, italics omitted, quoting *Iskanian, supra*, 59
8 Cal.4th at p. 384) or “nonindividual” PAGA claim (*Adolph*, at p. 1114).

9 c. Civil penalties recovered on a PAGA claim are split between the state and
10 aggrieved employees. (*Iskanian, supra*, 59 Cal.4th at p. 382; see § 2699, subd. (i) [75 percent of civil
11 penalties go to state labor law enforcement agency, 25 percent go to aggrieved employees].) “[C]ivil
12 penalties recovered on the state’s behalf are intended to ‘remediate present violations and deter future
13 ones,’ not to redress employees’ injuries.” (*Kim, supra*, 9 Cal.5th at p. 86.).

14 d. “PAGA suits exhibit virtually none of the procedural characteristics of class
15 actions.” (*Viking River, supra*, ___ U.S. ___ [142 S.Ct. at p. 1920]; see also *Hamilton {v. Wal-Mart*
16 *Stores, Inc.* (9th Cir. 2022)}, *supra*, 39 F.4th {575} at pp. 583, 588 [summarizing distinctions].) “A
17 class-action plaintiff can raise a multitude of claims because he or she represents a multitude of absent
18 individuals; a PAGA plaintiff, by contrast, represents a single principal, the [Labor and Workforce
19 Development Agency] LWDA, that has a multitude of claims.” (*Viking River*, 142 S.Ct. at p. 1920.)
20 Thus, because PAGA actions do not adjudicate individually held claims, the due process rights of
21 third parties are not paramount. (*Viking River*, at p. 1921.) While “nonparty employees as well as
22 the government are bound by the judgment” in a PAGA action as to a claim for civil penalties,
23 nonparty employees are not bound with respect to “remedies other than civil penalties.” (*Arias v.*
24 *Superior Court* (2009) 46 Cal.4th 969, 986–987 (*Arias*).) Moreover, “PAGA does not make other
25 potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff
26 or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny
27 with respect to the ability to represent a large class.” (*Williams, supra*, 3 Cal.5th at pp. 546–547.).

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1 e. Similar {to federal law}, under California law, in determining whether a class
2 action may be maintained, courts consider whether common issues predominate and whether a class
3 action is a superior method of adjudication. (See *Washington Mutual Bank v. Superior Court* (2001)
4 24 Cal.4th 906, 913–914 (*Washington Mutual*).) Manageability is considered in connection with
5 such inquiries. (See *Duran, supra*, 59 Cal.4th at p. 29 [“In considering whether a class action is a
6 superior device for resolving a controversy, the manageability of individual issues is just as important
7 as the existence of common questions uniting the proposed class”]; Civil Procedure Before Trial,
8 *supra*, ¶ 14:11.10 [“The proponent of class certification must demonstrate that the proposed class
9 action is manageable,” which “requires the trial court ‘to carefully weigh the respective benefits and
10 burdens of a class action, and to permit its maintenance only where substantial benefits will be
11 accrued by both litigants and the courts alike’ ”].) In contrast, “an employee’s representative action
12 against an employer . . . seeking civil penalties under [PAGA]” need not “satisfy class action
13 requirements.” (*Arias, supra*, 46 Cal.4th at p. 975.) Specifically, there is no requirement that a
14 plaintiff establish predominance of common issues to state a PAGA claim. (See *Wesson, supra*, 68
15 Cal.App.5th at p. 766.) Likewise, there is no authority suggesting that superiority is a requirement for
16 a representative PAGA action. On the contrary, PAGA is based on the Legislature’s intent to
17 maximize the enforcement of labor laws. (*ZB, supra*, 8 Cal.5th at p. 184.) PAGA’s legislative history
18 also reveals that the Legislature wanted to seek to “achieve maximum compliance with state labor
19 laws.” (*Arias, supra*, 46 Cal.4th at p. 980; see *Wood v. Kaiser Foundation Hospitals* (2023) 88
20 Cal.App.5th 742, 758 (*Wood*) [explaining that the Legislature was concerned with massive
21 underenforcement of labor laws causing state revenue losses].) A legislative intent to maximize the
22 enforcement of labor laws is in tension with the class action superiority requirement, which requires
23 a court to “‘carefully weigh respective benefits and burdens and to allow maintenance of the class
24 action only where substantial benefits accrue both to litigants and the courts.’” (*Linder v. Thrifty Oil*
25 *Co.* (2000) 23 Cal.4th 429, 435 (*Linder*)).

26 8. The California Supreme Court in *Estrada* further recognized various differences
27 between PAGA actions and Class Actions, which prevent class action manageability requirements
28 from being grafted onto PAGA claims, including: (1) structural differences between PAGA claims

and Class Action claims; and (2) differing jurisprudential histories, including, but not limited to: (a) differences in standing requirements; (b) differences with respect to the relevance of federal law, and (c) the lack of a federal PAGA analogue, in holding that the Court of Appeal properly concluded that a trial court “cannot dismiss a PAGA claim based on manageability.” *Estrada, supra*, generally, and at 620 (quoting language from the underlying Court of Appeal decision, *Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685 (*Estrada II*), 76 Cal.App.5th at p. 709.).)

9. In the underlying Court of Appeal decision, the *Estrada II* Court also provided reasons for distinguishing PAGA actions from class actions, including the trial court’s role as a quasi-LWDA. As part of its decision rejecting application of a class action type of manageability requirement to PAGA actions, the *Estrada II* court noted, for example, “where the LWDA has discretion to assess a civil penalty, the courts are to exercise the *same discretion*, subject to *the same limitations and conditions* as the LWDA.’ (*LaFace, supra*, 75 Cal.App.5th at p. 401, 290 Cal.Rptr.3d 447; § 2699, subd. (e)(1).) Imposing a manageability requirement would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions. This would undermine PAGA’s purpose as an ‘administrative enforcement action conducted in court on behalf of the state by an aggrieved employee.’ (See *LaFace*, at p. 397, 290 Cal.Rptr.3d 447; *Williams v. Superior Court, supra*, 3 Cal.5th at p. 548, 220 Cal.Rptr.3d 472, 398 P.3d 69 [“Hurdles that impede the effective prosecution of representative PAGA actions undermine the Legislature’s objectives”].).” *Estrada II, supra*, at 712-13.

10. In short, PAGA actions are materially different from class actions in numerous ways that make the adjudication of a PAGA action unique in its own right and largely orthogonal to class action litigation of similar claims.

JURISDICTION AND VENUE

11. Plaintiff brings this action against Defendants (defined below) and Does 1 through 100 for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants' failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure

1 to provide written notice of paid sick leave and supplemental paid sick leave, failure to provide
2 accurate wage statements, failure to maintain accurate time and payroll records, and failure to
3 reimburse necessary business-related expenses.

4 12. Plaintiff's First Cause of Action is brought as a representative action on behalf of
5 herself and certain other current and former employees of Defendant against whom one or more of
6 the alleged violations was committed (hereinafter collectively referred to as the "Aggrieved
7 Employees") pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved
8 employee against whom one or more of the alleged violations occurred. The civil penalties sought
9 by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
10 according to proof at trial.

11 13. Plaintiff brings this action as a Representative Action on behalf of the LWDA and
12 other Aggrieved Employees against Defendant AT HOME STORES LLC and DOES 1 to 100
13 ("Defendants") for PAGA penalties based on, among other things, Defendants': (a) failure to
14 properly pay all wages due and owing in a timely manner, including overtime pay and minimum
15 wages; (b) failure to properly provide uninterrupted off-duty meal periods and/or required premium
16 wages; (c) failure to properly provide uninterrupted off-duty rest periods and/or required premium
17 wages; (d) failure to properly maintain adequate records including tracking hours worked;
18 (e) failure to properly furnish proper and/or accurate wage statements; (f) failure to properly
19 reimburse reasonable and necessary business expenditures; and (g) failure to properly timely pay
20 all wages due upon termination, among other Labor Code violations.

21 14. The "PAGA Period" is designated as the period from the date the PAGA letter was
22 filed with the LWDA, plus applicable tolling, through the present.

23 15. The Court has jurisdiction over this action pursuant to the California Constitution,
24 Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes"
25 except those given by statute to other courts. The statutes under which this action is brought do not
26 specify any other basis for jurisdiction.

27 16. This Court has jurisdiction over Defendants because, upon information and belief,
28 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise

1 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
2 over them by the California courts consistent with traditional notions of fair play and substantial
3 justice.

4 17. Venue is proper in this county under section 395.5 of the California Code of Civil
5 Procedure as Defendants own and operate stores in Los Angeles, many of the allegations herein
6 took place within the County of Los Angeles. Further, Defendant owns and operates stores in Los
7 Angeles County including in Long Beach and Pasadena. Accordingly, many of the Aggrieved
8 Employees were employed and/or performed work during the PAGA Period by Defendant in Los
9 Angeles County. Finally, many of the acts alleged herein, including Defendant's failure to
10 reimburse Plaintiffs and Aggrieved Employees for a reasonable portion of their expenses, occurred
11 in Los Angeles County. Venue is therefore proper in Los Angeles County.

12 18. Venue is proper in any county in which any aggrieved employee worked, and Labor
13 Code violations allegedly occurred. (*Crestwood Behavioral Health, Inc. v. Superior Court*, 60
14 Cal.App.5th 1069, 1075.).

15 **EXHAUSTION**

16 19. On or about March 15, 2023, Plaintiff complied with the notice requirements
17 pursuant to California Labor Code § 2699.3 and gave written notice via online filing and certified
18 mail of the specific provisions alleged to have been violated to the Labor and Workforce
19 Development Agency and Defendants. See, LWDA Case No.: LWDA-CM-1016751-24. The
20 notice sent to the LWDA and to Defendants is incorporated herein by reference.

21 20. The LWDA has not provided notice of its intention to investigate Defendant's
22 violations.

23 **PARTIES**

24 21. Plaintiff Adelina Maldonado ("Plaintiff") is an individual residing in the County of
25 Orange, State of California.

26 22. Plaintiff is informed, believes, and based thereon alleges that Defendant AT HOME
27 STORES LLC ("AT HOME" or "Defendant") is a limited liability company with multiple store
28 locations throughout California, including in Los Angeles County, Orange County, and in various

1 other California locations. Plaintiff is informed, believes, and based thereon alleges that Defendant
2 AT HOME is registered to transact business in the State of California.

3 23. The true names and capacities of the defendants named herein as Does 1 through
4 100, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who
5 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
6 section 474. Plaintiff is informed and believes that all of the Doe defendants are California
7 residents. Plaintiff will amend this Complaint to show such true names and capacities when they
8 have been determined.

9 24. Plaintiff is informed and believes that at all times relevant herein, each Defendant
10 designated, including Defendant and Does 1 through 100, was the agent, managing agent, principal,
11 owner, partner, joint venturer, representative, manager, servant, employee and/or co-conspirator of
12 each of the other defendants, and was at all times mentioned herein acting within the course and
13 scope of said agency and employment, and that all acts or omissions alleged herein were duly
14 committed with the ratification, knowledge, permission, encouragement, authorization and consent
15 of each Defendant designated herein. Defendants, if not separately noted, are collectively liable
16 under either a joint employer or a single enterprise theory, or in the alternative that each is an alter
17 ego of one another.

18 25. Defendant is, and at all times herein mentioned was conducting business in the
19 County of Los Angeles, State of California. Defendant also was the employer of Plaintiff from on
20 or about October 2021 through August 15, 2023, consistent with the California Labor Code and
21 Industrial Welfare Commission Wage Orders (the "Wage Orders").

22 26. Plaintiff further alleges that Defendant directly or indirectly controlled or affected
23 the working conditions, wages, working hours, and conditions of employment of Plaintiff and the
24 Aggrieved Employees, so as to make each of said Defendants employers jointly liable under the
25 statutory provisions set forth herein.

26 **GENERAL ALLEGATIONS**

27 27. Defendant is engaged in the business of selling home furnishings and decor.

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1 28. At all relevant times set forth herein, Defendant employed Plaintiff as an hourly-
2 paid non-exempt employee.

3 29. Throughout the time period involved in this case, Defendant had the authority to hire
4 and terminate Plaintiff and the Aggrieved Employees; to directly or indirectly control work rules,
5 working conditions, wages, working hours, and conditions of employment of Plaintiff and the
6 Aggrieved Employees; and to hire and terminate the employment of Plaintiff and the Aggrieved
7 Employees.

8 30. At all times herein mentioned, Defendant was subject to the Labor Code of the State
9 of California and the applicable IWC Orders.

10 31. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in an
11 ongoing and systematic scheme of wage abuse against their employees. As set forth in more detail
12 below, this scheme involved, *inter alia*, regularly requiring Plaintiff and the Aggrieved Employees
13 to work without compensation and/or without timely compensation, thereby failing to pay them for
14 all hours worked, including minimum and overtime wages. In addition, Defendant routinely failed
15 to permit Plaintiff and the Aggrieved Employees to take timely and duty-free meal periods and rest
16 periods in violation of California law. Defendant also failed to reimburse Plaintiff and the
17 Aggrieved Employees for all necessary business-related expenses.

18 32. Throughout the time period involved in this case, Defendant implemented policies
19 and/or practices which failed to provide Plaintiff and the Aggrieved Employees with timely and
20 duty-free meal periods. Defendant routinely failed to relieve Plaintiff and the Aggrieved Employees
21 of all duties during their meal periods, regularly failed to relinquish control over Plaintiff and the
22 Aggrieved Employees during their meal periods, regularly failed to provide Plaintiff and the
23 Aggrieved Employees with a reasonable opportunity to take their meal periods, and regularly
24 impeded or discouraged Plaintiff and the Aggrieved Employees from taking thirty (30) minute
25 uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a
26 second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts
27 lasting more than ten (10) hours. Defendant also failed to maintain accurate records of meal periods
28 taken by Plaintiff.

1 33. Throughout the time period involved in this case, Defendant did not adequately
2 inform Plaintiff and the Aggrieved Employees of their right to take meal periods under California
3 law. Moreover, Defendant systematically disregarded its own written policies regarding the
4 provision and timing of meal periods for Plaintiff and the Aggrieved Employees. Instead,
5 Defendant's actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in a
6 way that prohibited them from taking timely and duty-free meal periods, and to require Plaintiff
7 and the Aggrieved Employees to work through their meal periods, for which they were not
8 compensated.

9 34. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
10 and the Aggrieved Employees premium wages for meal periods that were missed, late, interrupted,
11 or shortened in violation of California law. Defendant knew or should have known that Plaintiff
12 and the Aggrieved Employees were entitled to receive all meal periods or payment of one additional
13 hour of pay at their regular rate of pay when a meal period was missed, short, late, and/or
14 interrupted. Notwithstanding this knowledge, Defendant routinely failed to provide legally
15 compliant meal periods to Plaintiff and the Aggrieved Employees, and routinely failed to pay one
16 additional hour of pay to Plaintiff and the Aggrieved Employees at their regular rate of pay when a
17 meal period was missed, short, late, and/or interrupted.

18 35. Throughout the time period involved in this case, Defendant has implemented
19 policies and practices which prohibited Plaintiff and the Aggrieved Employees from taking timely
20 and duty-free rest periods. Defendant regularly failed to provide, authorize, and permit Plaintiff and
21 the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting
22 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
23 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
24 permit, and provide such rest breaks in the middle of each work period.

25 36. Throughout the time period involved in this case, Defendant did not adequately
26 inform Plaintiff and the Aggrieved Employees of their right to take rest periods under California
27 law. Moreover, Defendant systematically disregarded its own written policies regarding the
28 provision and timing of rest periods for Plaintiff and the Aggrieved Employees. Instead,

1 Defendant's actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in a
2 way that regularly prohibited them from taking timely and duty-free rest periods, and to regularly
3 require Plaintiff and the Aggrieved Employees to work through their rest periods.

4 37. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
5 and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted,
6 or shortened in violation of California law. Defendant knew or should have known that Plaintiff
7 and the Aggrieved Employees were entitled to receive all rest periods or payment of one additional
8 hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or interrupted.
9 Notwithstanding this knowledge, Defendant routinely failed to authorize and permit Plaintiff and
10 the Aggrieved Employees to take duty-free rest periods, and failed to pay one additional hour of
11 pay to Plaintiff and the Aggrieved Employees at their regular rate of pay when a rest period was
12 missed, short, late and/or interrupted.

13 38. Throughout the time period involved in this case, Defendant paid Plaintiff and the
14 Aggrieved Employees with paychecks that would bounce, or delay the issuance of payments, so
15 that payment would not be received by Plaintiff and the Aggrieved Employees until after the time
16 period designated and required by the California Labor Code.

17 39. Throughout the time period involved in this case, Defendant implemented policies
18 that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time
19 worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

20 40. Throughout the time period involved in this case, Plaintiff and the Aggrieved
21 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

22 41. Throughout the time period involved in this case, Defendant regularly failed to pay
23 all overtime compensation owed to Plaintiff and the Aggrieved Employees when they worked in
24 excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in
25 excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week.
26 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
27 to receive certain wages for overtime compensation and that they were not receiving wages for
28 overtime compensation.

1 42. Throughout the time period involved in this case, Defendant failed to pay overtime
2 to Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular rates of
3 pay correctly calculated to include all applicable remuneration.

4 43. Throughout the time period involved in this case, Defendant regularly failed to pay
5 Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked. Defendant
6 knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive at
7 least minimum wages for all hours worked and that they were not receiving at least minimum wages
8 for all hours worked. Defendant's failure to pay minimum wages included, *inter alia*, failing to
9 pay Plaintiff and the Aggrieved Employees at the required minimum wage pursuant to California
10 law.

11 44. Throughout the time period involved in this case, Defendant regularly failed to pay
12 Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
13 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
14 to receive all wages owed to them upon termination within the time permissible under California
15 Labor Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all
16 final wages owed to them upon discharge or resignation, including overtime compensation and
17 minimum wages within any time permissible under California Labor Code section 202.

18 45. Throughout the time period involved in this case, Defendant regularly failed to pay
19 Plaintiff and the Aggrieved Employees all wages within any time permissible under California law,
20 including, *inter alia*, California Labor Code section 204. Defendant knew or should have known
21 that Plaintiff and the Aggrieved Employees were entitled to receive all wages owed to them during
22 their employment. Plaintiff and the Aggrieved Employees did not receive payment of all wages,
23 including overtime compensation, minimum wages, and meal and rest period premiums.

24 46. Throughout the time period involved in this case, Defendant regularly failed to
25 provide complete or accurate wage statements to Plaintiff and the Aggrieved Employees. Defendant
26 knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive
27 complete and accurate wage statements in accordance with California law, but, in fact, they did not
28 receive complete and accurate wage statements from Defendant. The deficiencies included, *inter*

1 *alia*, the failure to include the total number of hours worked, the actual gross wages earned, the
2 correct rates of pay, and the address of the legal entity of the employer.

3 47. California Labor Code section 246(I) states that an “employer shall provide an
4 employee with written notice that sets forth the amount of paid sick leave available, or paid time
5 off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage
6 statement as described in Section 226 or in a separate writing provided on the designated pay date
7 with the employee's payment of wages.” Defendant knowingly and intentionally failed to provide
8 timely, accurate, itemized wage statements to Plaintiff and the Aggrieved Employees in accordance
9 with Labor Code sections 226(a) and 246(i), and to keep accurate records as required by § 1174(d).
10 The wage statements provided to Plaintiff and the Aggrieved Employees, and the records
11 maintained by Defendant, have not accurately reflected the amounts of available paid sick leave,
12 vacation, or paid time off. Such failures caused injury to Plaintiff and the Aggrieved Employees,
13 by, among other things, depriving them of the rights afforded them by the 2021 and/or 2022
14 COVID-19 Supplemental Paid Sick Leave laws, and by impeding them from knowing the accurate
15 amounts of available paid sick leave, vacation, or paid time off.

16 48. Throughout the time period involved in this case, Defendant regularly failed to keep
17 complete or accurate payroll records for Plaintiff and the Aggrieved Employees. Defendant knew
18 or should have known that Defendant was required to keep complete and accurate payroll records
19 for Plaintiff and the Aggrieved Employees in accordance with California law, but, in fact, did not
20 keep complete and accurate payroll records.

21 49. Throughout the time period involved in this case, Defendant regularly failed to
22 maintain accurate records relating to Plaintiff's 's work periods, meal periods, total daily hours,
23 hours per pay period, and applicable pay rates.

24 50. Throughout the time period involved in this case, Defendant failed to reimburse
25 Plaintiff and the Aggrieved Employees for all necessary business-related expenses, including but
26 not limited to cell phone usage. Defendant knew or should have known that Defendant was required
27 to reimburse Plaintiff and the Aggrieved Employees for all necessary business-related expenses
28 and costs, but, in fact, failed to do so in violation of California law.

51. Throughout the time period involved in this case, Defendant knew or should have known that they had a duty to compensate Plaintiff and the Aggrieved Employees pursuant to California law. Defendant had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendant's profits.

52. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION
(Violation of California Labor Code § 2699, *et seq.*)
(Against All Defendants)

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

54. Plaintiff brings her first cause of action as a representative action on behalf of herself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

55. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

56. Plaintiff was employed by Defendant and the Labor Code violations alleged above were committed against her during her time of employment. Plaintiff is therefore, an “aggrieved employee” under PAGA.

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1 57. As set forth in detail above, during all times relevant to this Action, Defendant has
2 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes
3 by:

- 4 (a) Failing to pay Plaintiff and the Aggrieved Employees all earned minimum
5 wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 6 (b) Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
7 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 8 (c) Failing to provide legally required meal periods to Plaintiff and the Aggrieved
9 Employees and failing to pay Plaintiff and the Aggrieved Employees an
10 additional hour of premium pay at the employee's regular rate of pay for meal
11 period violations in violation of Labor Code §§ 226.7 and 512.
- 12 (d) Failing to provide authorize and permit Plaintiff and the Aggrieved Employees
13 to take duty-free rest periods and failing to pay Plaintiff and the Aggrieved
14 Employees an additional hour of premium pay at the employee's regular rate
15 of pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- 16 (e) Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the
17 end of their employment in violation of Labor Code § 203.
- 18 (f) Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
19 during employment in violation of Labor Code § 204.
- 20 (g) Failing to furnish Plaintiff and the Aggrieved Employees with complete,
21 accurate, itemized wage statements in violation of Labor Code § 226.
- 22 (h) Failing to maintain accurate records relating to Plaintiff and the Aggrieved
23 Employees' work periods, meal periods, total daily hours, hours per pay
24 period, total wages and compensation, and applicable pay rates in violation of
25 Labor Code § 1174(d) and the applicable IWC Wage Order.
- 26 (i) Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
27 business- related expenses in violation of Labor Code §§ 2800 and 2802.

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1 58. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually
2 and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to
3 recover penalties against Defendant for the Labor Code violations described above, including but
4 not limited to penalties under California Code of Regulations Title 8 section 11010, penalties under
5 California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and
6 any and all additional penalties and sums as provided by the California Labor Code and/or other
7 statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according
8 to proof at trial.

9 59. Plaintiff has exhausted her administrative remedies pursuant to Labor Code §
10 2699.3. On March 15, 2024, Plaintiff, through her counsel of record, by online filing with the
11 Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendant,
12 notified Defendant and the LWDA of the specific provisions of the Labor Code and IWC Wage
13 Orders that Defendant has violated, including the facts and theories to support the violations, and
14 of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing
15 fee required under Labor Code § 2699.3.

16 60. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since
17 the mailing of Plaintiff’s March 15, 2024, notice, and the Labor and Workforce Development
18 Agency has not indicated that it intends to investigate the violations discussed in the notice.
19 Accordingly, Plaintiff may commence a civil action to recover penalties for herself and other
20 Aggrieved Employees pursuant to Labor Code § 2699.3.

21 61. Plaintiff was compelled to retain the services of counsel to file this court action to
22 protect her interests and the interests of the Aggrieved Employees, and to assess and collect the
23 civil penalties owed by Defendant. Plaintiff therefore seeks an award of reasonable attorneys’ fees
24 and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

25 62. Plaintiff may amend this complaint as a matter of right pursuant to California Labor
26 Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in
27 Labor Code §2699.3.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
3 public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as
4 follows:

5 **As to the First Cause of Action**

- 6 1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
7 Code;
8 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
9 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
10 other applicable statutes; and
11 3. For such other relief as the Court deems just and proper.

12
13 Dated: June 4, 2024

WORRELL LAW FIRM, APC

14
15 By: 
16 KYLE C. WORRELL
17 Attorneys for Plaintiff
18 Adelina Maldonado
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: June 4, 2024

WORRELL LAW FIRM, APC

By: 

KYLE C. WORRELL
Attorneys for Plaintiff
Adelina Maldonado