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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 YVETTE SANCEDO,

13 Plaintiff,

14 vs.

15 EMERGENCY TWENTY FOUR, INC.;
16 and DOES 1 to 25, inclusive,

17 Defendants.

) CASE NO.: **24STCV30621**

) **COMPLAINT FOR DAMAGES FOR:**

- 18) **1) FAILURE TO COMPENSATE FOR**
19) **ALL HOURS WORKED;**
20) **2) FAILURE TO PAY MINIMUM**
21) **WAGES;**
22) **3) FAILURE TO PAY OVERTIME;**
23) **4) FAILURE TO PROVIDE**
24) **ACCURATE ITEMIZED WAGE**
25) **STATEMENTS;**
26) **5) FAILURE TO PAY WAGES OWED**
27) **EVERY PAY PERIOD;**
28) **6) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **7) FAILURE TO PROVIDE REST**
) **BREAKS;**
) **8) FAILURE TO PROVIDE MEAL**
) **BREAKS;**
) **9) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **10) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA")**
) **11) VIOLATION OF BUSINESS AND**
) **PROFESSIONS CODE SECTION**
) **17200**

) **JURY TRIAL DEMANDED**

COMES NOW Plaintiff, YVETTE SANCEDO (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants EMERGENCY TWENTY FOUR, INC. and DOES 1 to 25, inclusive (hereinafter collectively “EMERGENCY24” or “Defendant(s)”) do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant EMERGENCY TWENTY FOUR, INC. is a corporation based in Des Plaines, IL, doing business in the County of Los Angeles, State of California, and which employed Plaintiff, who worked for the company remotely in Pico Rivera, CA.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of

1 that information and belief, alleges that at all times herein mentioned, each of the remaining
2 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
3 under the authority of their agency, employment, or representative capacity, with the consent of
4 his/her co-defendants.

5 **GENERAL ALLEGATIONS**

6 6. Plaintiff started working for EMERGENCY24 on or around early 2020 as an
7 emergency service dispatcher. Plaintiff was and is classified as an hourly, non-exempt
8 employee. Plaintiff's latest rate of pay is \$17.80 per hour. Plaintiff's typical schedule was 5
9 days per week from 4am to 12:30pm. Plaintiff's employment ended on or around July 2024.
10

11 7. It is Plaintiff's position that due to personally suffering the below violations, Plaintiff
12 can equivocally bring the following labor code violations on behalf of all other employees,
13 including ALL hourly, non-exempt employees who worked for EMERGENCY24 anywhere in
14 the state of California (at all different locations) during the relevant PAGA period.
15

16 8. It is Plaintiff's position that EMERGENCY24 has violated the following Labor Code
17 Sections against Plaintiff and other similarly situated aggrieved employees, who include all
18 non-exempt, hourly employees who worked for EMERGENCY24 at their various locations in
19 the State of California during the relevant PAGA period.

20 9. EMERGENCY24 violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
21 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
22 including the statutory minimum wage for all hours worked and for "off the clock" work. This
23 is so because EMERGENCY24 had a company policy wherein they would disproportionately
24 round down the number of hours worked for Plaintiff and others, resulting in "time shaving"
25 and further resulting in aggrieved employees not being paid for all hours worked. Moreover,
26 Plaintiff would consistently work "off the clock" in that her manager would call Plaintiff at all
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1 hours of the night and ask Plaintiff how to close out a call. Despite the latter, Plaintiff was not
2 paid for that time, including the minimum wage in contravention of California law. It is also
3 important to note that Plaintiff has also been called on her days off asking if she can log on for
4 a few hours. Moreover, EMERGENCY24 failed to provide its employees, including Plaintiff
5 and others, with proper and accurate reporting time pay.

6 10. Due to the above “off the clock” violations, EMERGENCY24 also violated Labor Code
7 §510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation,
8 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per
9 week throughout their employment. Plaintiff’s and other aggrieved employees’ actual work
10 hours entitled them to overtime compensation, however, EMERGENCY24 did not compensate
11 its hourly, non-exempt employees with the correct amount of overtime due to the “off the
12 clock” work and time shaving as described above. Furthermore, EMERGENCY24 failed to
13 include bonuses/incentive payments/shift differentials in calculating Plaintiff’s and other
14 employees’ regular rate of pay for use in deciphering the correct overtime rate of pay.
15 Additionally, the incentive, shift differential, and bonus payments were also not factored into
16 Plaintiff’s and other employees’ regular rate for purposes of receiving meal and rest break
17 premiums per the Ferra v. Loews case.
18

19 11. EMERGENCY24 violated Labor Code §§ 512 and 226.7 and the appropriate Industrial
20 Welfare Commission Wage Order no. 4 because it failed to provide hourly, non-exempt
21 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
22 for every five (5) hours of work throughout their employment. EMERGENCY24 did not
23 completely relieve Plaintiff and other employees of all duty during said meal
24 periods. EMERGENCY24 did not pay to Plaintiff and its hourly, non-exempt employees one
25 additional hour of pay at their regular rate of compensation for each workday that one or more
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1 statutory meal periods was not provided. Receiving a consistent thirty-minute, uninterrupted
2 and timely meal break was not part of the company culture and was not enforced by
3 EMERGENCY24. In fact, there were numerous occasions wherein Plaintiff's meal break was
4 interrupted by a text message during her lunch hour with work-related directions or asking
5 Plaintiff to call in. Moreover, there were occasions wherein Plaintiff's meal breaks were late
6 and after the 5th hour worked. Consequently, it was the normal practice and custom of
7 EMERGENCY24 not to authorize, permit, and enforce timely statutory meal periods that were
8 actually fully uninterrupted. If EMERGENCY24 had Plaintiff sign a meal period waiver, it
9 would not be valid and enforceable since Plaintiff and others generally worked more than a 5-
10 hour shift. Furthermore, under California law, employees must make an affirmative decision
11 every day regarding whether to waive their meal periods. August 13, 2003 DLSE Opinion
12 Letter ("The decision to forego a meal period may not, therefore, be based on a specific
13 requirement of the employer or on a policy or practice which could reasonably be perceived to
14 be a condition of employment. Therefore, blanket "waivers" of meal periods ...whether written
15 or oral, will not be considered valid."). If EMERGENCY24 had Plaintiff sign an on-duty meal
16 period agreement wherein Plaintiff agreed to work through the meal periods, it would be
17 invalid and unenforceable because the nature of Plaintiff's job does not and did not prevent her
18 from taking a meal period and the company could have hired "breakers" to relieve Plaintiff of
19 her job duties so that she can actually take a timely, uninterrupted meal period. Moreover, any
20 such "on duty" meal period agreement did not allow for Plaintiff to revoke such an agreement
21 even if it was signed. As such, Plaintiff and others did not always receive statutory, timely
22 meal periods during their employment. To the extent that EMERGENCY24 argues that
23 employees receive meal break premium pay for missed meal periods, that argument is
24 inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations
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1 themselves, irrespective of whether an employee received the premium payment for a missed,
2 short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,
3 “section 226.7 does not give employers a lawful choice between providing *either* meal and rest
4 breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53
5 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the
6 violation; the employer has still committed a violation even if the remedy for the violation has
7 been paid. See *Wert v. U.S. Bancorp.*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As
8 such, the work environment and culture at EMERGENCY24 was not conducive to receiving
9 consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest
10 break premiums paid for Plaintiff and other employees were not compensated at the weighted
11 average regular rate, inclusive of bonuses and/or incentive payments as well as overtime
12 compensation.
13

14 12. Furthermore, during the relevant time period, and due to the above labor code
15 violations, EMERGENCY24 failed to pay Plaintiff and other similarly situated aggrieved
16 employees all wages due to them within any time period specified by California Labor Code
17 section 204. Since Plaintiff was not compensated for her “off the clock” work and overtime,
18 and since Plaintiff did not receive meal and rest break premiums, Plaintiff would still be owed
19 wages pursuant to Labor Code Section 204. EMERGENCY24 was also in violation of
20 California Labor Code section 226(a) by failing to include pertinent information on the wage
21 statements provided to Plaintiff and others, including but not limited to, the correct hourly rate,
22 all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages
23 earned, premium pay for missed meal and rest breaks, all deductions, the correct start and end
24 of the pay period, all employee identifying information, the correct and complete name and
25 address of the legal employer, and reimbursement for business expenses, among others. As
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1 such, EMERGENCY24 did not provide Plaintiff and other similarly situated aggrieved
2 employees with complete, accurate itemized wage statements.

3 13. During the relevant time period, EMERGENCY24 also failed to keep accurate and
4 complete payroll records showing the actual hours worked per day and the wages paid to
5 Plaintiff and others pursuant to California Labor Code sections 1174(d).

6 14. During the relevant time period, Plaintiff and other aggrieved employees incurred
7 necessary, business-related expenses and costs that were not reimbursed by EMERGENCY24.
8 These costs include, but are not limited to, use of personal equipment at home to effectuate job
9 duties as well as use of personal cell phone (when the network goes down and when Plaintiff
10 has to deal with IT) and mileage reimbursement for having to travel to a physical location at
11 times. Accordingly, EMERGENCY24 was in violation of California Labor Code sections 2800
12 and 2802.
13

14 15. Furthermore, EMERGENCY24 did not provide proper and correct/accurate sick pay
15 (inclusive of all bonuses/shift differentials/incentive payments) to Plaintiff and others that was
16 also delineated on employee pay stubs and also failed to provide proper sick leave in violation
17 of Labor Code sections 233 and 246.
18

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

21 **(California Industrial Welfare Commission Order 4-2001, California Code of**
22 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 16. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 15 inclusive, of this Complaint as though fully set forth herein.
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27 17. At all times relevant herein, Defendants were required to compensate its employees for
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all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations, Title 8, Section 11040.

18. For the three (3) years preceding filing of this action, Defendants failed to compensate Plaintiff for all hours worked.

19. Under the aforementioned wage order and regulations, Plaintiff is to recover compensation for all hours worked but not paid by Defendants for the three (3) years preceding the filing of this Complaint.

20. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

21. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable attorney's fees and costs of suit.

22. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs which will equal an amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all named defendants and all DOE defendants)

23. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.

2 24. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
3 to suffer or permit a California employee to work without paying wages at the minimum wage
4 rate for all hours worked as required by the applicable Industrial Welfare Commission
5 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of
6 Regulations, Title 8, Section 11040, subdivision 4.

7 25. Pursuant to IWC Wage Order no. 4-2001, subdivision 2(K)/(H), at all relevant
8 times, "hours worked" included "the time during which an employee is subject to the control of
9 an employer, and includes all the time the employee is suffered or permitted to work, whether
10 or not required to do so..."

11 26. During her employment, Plaintiff was regularly required as a matter of uniform
12 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
13 was paid less than the minimum wage rate by Defendants for hours worked in violation of
14 California Labor Code Section 1197 and the applicable California Industrial Wage
15 Commission wage order(s).

16 27. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
17 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
18 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
19 to believe that their acts or omissions were not contrary to California law.

20 28. For all hours worked by Plaintiff for which she was paid less than the minimum wage
21 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
22 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
23 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
24 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.
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1 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME**

6 **(California Industrial Welfare Commission Order 4-2001, California Code of**
7 **Regulations Title 8 Section 11040; California Labor Code Section 510)**
8 **(Plaintiff against all named defendants and all DOE defendants)**
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10 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

12 31. Pursuant to Industrial Welfare Commission Order No. 4-2001, Cal. Code of
13 Regs., Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were
14 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
15 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
16 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
17 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
18 week.
19

20 32. Plaintiff was a non-exempt employee entitled to the protections of the California
21 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations,
22 Title 8, Section 11040.
23

24 33. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
25 single workday or forty (40) hours in a single workweek on numerous occasions.

26 34. Plaintiff was entitled to the above overtime premiums.

27 35. Defendants did not pay Plaintiff premium wages of at least one and one-half times
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1 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
2 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
3 twelve (12) in a day.

4 36. Defendants did not pay Plaintiff premium wages of at least one and one-half times
5 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

6 37. Plaintiff worked at least one pay period in which she was not properly paid overtime
7 within the three (3) years prior to the initiation of this lawsuit.

8 38. Defendants know or should know the actual dates of overtime worked, the amount of
9 overtime worked, and the amount of unpaid overtime due.

10 39. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
11 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
12 Court.

13 40. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
14 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
15 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
16 reasonable attorney's fees and costs of suit.

17 41. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

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22 **FOURTH CAUSE OF ACTION**

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

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25 **(California Labor Code Section 226)**

26 **(Plaintiff against all named defendants and all DOE defendants)**

27 42. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 41, inclusive, of this Complaint as though fully set forth herein.

2 43. Pursuant to California Labor Code Section 226, every employer must furnish each
3 employee an itemized statement of wages and deductions at the time of payment of wages.

4 44. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
5 accurately reflected all information required by Labor Code Section 226, including but not
6 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
7 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
8 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
9 statements to Plaintiff in accordance with California Labor Code Section 226(a).
10

11 45. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
12 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
13 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
14 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
15 reasonable attorney's fees.
16

17 46. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
18 sustained damages, including loss of earnings, in an amount to be established at trial. As a
19 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
20 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
21 and attorney's fees pursuant to statute.
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23 47. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
25 trial.

26 **FIFTH CAUSE OF ACTION**

27 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

48. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

49. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

50. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

51. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

52. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent she was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

53. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

1 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

3 55. Pursuant to California Labor Code Section 201(a), an employer who discharges an
4 employee must immediately pay for all compensation due and owing.

5 56. Pursuant to California Labor Code Section 202, when an employee resigns, the
6 employer must pay all compensation due and owing within 72 hours of resignation, or on the
7 employee's last day of work, if the employee gives more than 72 hours notice of resignation.
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9 57. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
10 without abatement or reduction, any wages of an employee whose employment ends, the wages
11 of the employee shall continue as a penalty from the due date at the same rate until paid or until
12 an action is commenced; however, the wages shall not continue for more than 30 days for
13 failure to pay an employee owed wages.

14 58. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
15 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.
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17 59. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
20 preceding the filing of this lawsuit.

21 60. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
22 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
23 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.
24

25 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
27 trial.
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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO GIVE REST BREAKS**

3 **(Plaintiff against all named defendants and all DOE defendants)**

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5 62. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

7 63. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 8 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which
9 provides that every employer shall authorize and permit all employees to take rest
10 periods, which insofar as practicable shall be in the middle of each work period.
11 The authorized rest period time shall be based on the total hours worked daily at the
12 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
13
14 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which
15 provides that if an employer fails to provide an employee a rest period in
16 accordance with the applicable provisions of this order, the employer shall pay the
17 employee one (1) hour of pay at employee's regular rate of compensation for each
18 workday that the rest period is not provided;
19
20 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which
21 penalizes the employer \$50.00 for each initial violation, per employee, of any
22 provision of the Wage Order, and \$100.00 for each additional violation thereafter
23 per employee; and
24
25 d. California Labor Code section 226.7, which states that (a) no employer shall require
26 any employee to work during any rest period mandated by an applicable order of
27 the Industrial Welfare Commission, and (b) if an employer fails to provide an
28 employee a rest period in accordance with an applicable order of the Industrial

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at employee's regular rate of compensation for each work day that the rest
3 period is not provided.

4 64. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute
5 rest break after every four (4) hours of work or major fraction thereof, as required by California
6 law.

7 65. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
8 regulations, and wage orders alleged in this cause of action along with any allowable interest,
9 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
10 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
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12 66. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
13 fees as well as interest under Labor Code section 218.6.

14 67. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.
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18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO GIVE MEAL BREAKS**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

23 69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 24 a. California Labor Code section 512(a), which requires that employees be given a 30-
25 minute uninterrupted meal break after five (5) hours of work, and a second
26 uninterrupted meal break after ten (10) hours of work;
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- 1 b. California Labor Code section 226.7, which states that (a) no employer shall require
2 any employee to work during any meal period mandated by an applicable order of
3 the Industrial Welfare Commission, and (b) if any employer fails to provide an
4 employee a meal period in accordance with an applicable order of the Industrial
5 Welfare Commission, the employer shall pay the employee one (1) additional hour
6 of pay at the employee's regular rate of compensation for each workday that the
7 meal period is not provided;
- 8 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
9 under Title 8 of the California Code of Regulations Section 11040, which states that
10 if an employer fails to provide an employee a meal period in accordance with the
11 applicable provisions of the Wage Order, the employer shall pay the employee one
12 (1) hour of pay at the employee's regular rate of compensation for each workday
13 that the meal period is not provided;
- 14 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
15 codified under Title 8 of the California Code of Regulations Section 11040, which
16 requires an employer to maintain records documenting its employees' meal periods;
- 17 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
18 codified under California Code of Regulations Section 11040, which penalizes the
19 employer \$50.00 for each initial violation, per employee, of any provision of the
20 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 21 f. California Labor Code section 1171 and 1173, which have given the California
22 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
23 as enforceable law.

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27 70. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
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1 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
2 to take a second relieved meal break after ten (10) hours of work, as required by California
3 law. California Labor Code section 512(a) and California Industrial Welfare Commission
4 Order No. 4, as codified under California Code of Regulations Sections 11040 et. seq. requires
5 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
6 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
7 work duty. California Labor Code section 226.7 provides that employers may not require their
8 employees to work through their meal periods. California Labor Code section 226.7 and
9 California Code of Regulations section 11040 requires that if the employer fails to provide the
10 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
11 of pay for each work day that the meal period is not given.
12

13 71. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
14 regulations, and wage orders alleged in this cause of action along with any allowable interest,
15 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
16 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
17

18 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
19 fees as well as interest under Labor Code section 218.6.
20

21 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.
24

25 **NINTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

28 74. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

2 75. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
3 employee for all necessary expenditures or losses incurred by the employee in direct
4 consequence of the discharge of his or her duties.”

5 76. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
6 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
7 of completing her job duties, which were not reimbursed by Defendant. These expenses
8 include, but are not limited to, use of personal equipment at home to effectuate job duties as
9 well as use of personal cell phone (when the network goes down and when Plaintiff has to
10 deal with IT) and mileage reimbursement for having to travel to a physical location at times.

11 77. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
12 and attorney’s fees and costs, under Labor Code section 2802.
13

14 **TENTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
17 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5,**
18 **1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and IWC Wage Order 4-2001)**

19 **(Plaintiff against EMERGENCY24 and all DOE defendants)**

20 78. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

22 79. Plaintiff has complied with the procedures for bringing suit specified in California
23 Labor Code § 2699.3. By letter dated June 28, 2024, Plaintiff gave written notice by certified
24 mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the
25 specific provisions of the California Labor Code alleged to have been violated, including the
26 facts and theories to support the alleged violations.

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

1 81. Plaintiff therefore has exhausted all administrative remedies required of her under
2 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
3 cause of action and pursue penalties in a representative action for Defendants' violations of the
4 Labor Code.

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

11 83. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
12 violator and had one or more of the alleged violations committed against her, and therefore is
13 properly suited to represent the interests of other current and former employees, including all
14 current and former hourly, non-exempt employees who worked for EMERGENCY24 in the
15 State of California during the applicable PAGA Period.

16 84. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
17 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
18 numerous provisions of the California Labor Code as alleged in this Complaint.

19 85. Plaintiff therefore has exhausted all administrative remedies required of her under
20 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
21 this cause of action and pursue penalties in a representative action for Defendants' violations of
22 the Labor Code.

23 86. California Labor Code section 2699 et seq. imposes penalties upon culpable
24 Defendants for violating the Labor Code.

25 87. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
26 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
27 seeking individual penalties/victim specific relief or underpaid wages for herself or other
28 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
this Complaint for individual wages but is not seeking wages through the PAGA action.

1 88. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the
2 following:

3 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
4 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
5 2800, 2802, and any other Labor Codes/Industrial Welfare Commission Order (No. 4)
6 violated based on the facts alleged in this Complaint.

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

11 **ELEVENTH CAUSE OF ACTION**

12 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

13 **(California Business and Professions Code Section 17200)**

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

15 90. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 89, inclusive, of this Complaint as though fully set forth herein.

17 91. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
18 constitutes unfair and unlawful business practices under California Business and Professions
19 Code Section 17200, et seq.

20 92. Defendant's violations of the California labor laws and the Labor Code
21 constitutes a business practice because it was done repeatedly over a significant period of time
22 in a systematic manner that was detrimental to Plaintiff and other employees.

23 93. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
24 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
25 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
26 seq.
27
28

1 94. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
2 multiple damages as specifically provided in California Business and Professions Code section
3 17200 et seq.
4

5 95. For the four years preceding the filing of this action, Plaintiff requests
6 restitution of all monies and profits to be disgorged from Defendants in an amount according to
7 proof at time of trial, but in excess of the jurisdiction of this Court.

8 **PRAYER FOR RELIEF**

- 9
- 10 1. For compensatory damages including lost past and future wages, overtime,
11 commissions, and all other sums of money, including employment benefits, together
12 with interest on said amounts, and any other economic injury to Plaintiff, according to
13 proof;
 - 14 2. For special and consequential damages to the extent allowed by law;
 - 15 3. For restitution and disgorgement for all unfair business practices by corporate
16 Defendants against Plaintiff in an amount according to proof;
 - 17 4. For an order enjoining corporate Defendants from further unfair and unlawful business
18 practices in violation of Business and Professions Code section 17200, et seq.;
 - 19 5. For damages and penalties against Defendants under Labor Code section
20 226 for Plaintiff in an amount subject to proof at trial;
 - 21 6. For damages and penalties pursuant to Labor Code section 203/204/210 against
22 Defendants in an amount subject to proof at trial;
 - 23 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
24 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
 - 25 8. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
26 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
 - 27 9. For maximum civil penalties available under the Labor Code and applicable Wage Order
28 against Defendant as described more particularly in the Complaint and Representative
PAGA claim/action;

- 1 10. For all remedies available to Plaintiff under the applicable Wage Order and the
2 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
3 liquidated damages, damages, penalties, and waiting time penalties according to proof
4 to the extent permitted by law;
5 11. For the imposition of civil penalties and/or statutory penalties;
6 12. Reasonable attorney's fees where available by law, including but not limited to,
7 pursuant to the California Labor Code, including section 2698, and/or other
8 applicable laws; and
9 13. Costs and expenses of suit incurred herein;
10 14. For all interest as allowed by law;
11 15. For such other and further relief as the Court deems just and proper.

12 DATED: November 20, 2024

MESSRELIAN LAW INC.

13
14 By 
15 Harout Messrelian, Esq.
16 Attorneys for Plaintiff Yvette Sancedo

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

19
20 DATED: November 20, 2024

MESSRELIAN LAW INC.

21
22 By 
23 Harout Messrelian, Esq.
24 Attorneys for Plaintiff Yvette Sancedo
25
26
27
28