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David W. Slayton,
Executive Officer/Clerk of Court,
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Attorneys for Plaintiff,
LADWAN THOMPSON

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

LADWAN THOMPSON, an individual,
on her own behalf and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MEN'S HEALTH FOUNDATION, a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24STCV15779

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY OVERTIME (*Cal. Labor Code* §§ 1194, 2698 *et seq.*, IWC Wage Order No. 4)**
- 2. FAILURE TO PAY MINIMUM WAGES (*Cal. Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198, 2698 *et seq.*; IWC Wage Order No. 4)**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (*Cal. Labor Code* §§ 226.7, 512, 2698 *et seq.*; IWC Wage Order No. 4)**
- 4. FAILURE TO PROVIDE REST PERIODS (*Cal. Labor Code* § 226.7, 2698 *et seq.*; IWC Wage Order No. 4);**
- 5. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (*Cal. Labor Code* §226, 2698 *et seq.*; IWC Wage Order No. 4);**
- 6. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION (*Cal. Labor Code* §§201-203, 2698, *et seq.*); and**
- 7. UNFAIR COMPETITION (*Cal. Bus. & Prof. Code* §§17200 *et seq.*, 2698 *et seq.*)**

DEMAND FOR A JURY TRIAL

1 All allegations in this Complaint are based upon information and belief except for those
2 allegations which pertain to the Plaintiff named herein and her counsel. Each allegation has evi-
3 dentiary support or is likely to have evidentiary support after a reasonable opportunity for fur-
4 ther investigation and discovery.

5 Ladwan Thompson ("Plaintiff") alleges the following:

6 1. This is a class action brought under California law by an individual who was
7 employed by Men's Health Foundation ("MHF" or "Defendant") (along with DOES 1 through
8 100, collectively "Defendants"). Plaintiff brings this action on behalf of herself and others
9 similarly situated to recover wages from Defendant due to Defendant's systematic failure to
10 pay overtime rates and minimum wage, failure to provide meal and rest breaks (or pay the
11 statutory compensation due), and failure to issue accurate wage statements.

12 2. Plaintiffs have worked as hourly nonexempt employees at Defendant's facility.
13 While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions
14 created by Defendant's efforts to maximize revenue and tightly control labor costs.

15 3. Plaintiff, like her co-workers whom Defendant also employed during the
16 applicable limitations period, spend their workdays at MHF, under illegal and highly
17 regimented circumstances. That regimen results from Defendant's insistence to strictly monitor
18 and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing
19 to pay overtime rates, failing to pay minimum wages, refusing to provide meal periods,
20 refusing to provide rest breaks, not paying the required extra hour for missed meal and rest
21 breaks, by using other unlawful stratagems to ensure that labor costs remain artificially low.

22 4. Plaintiff brings this class action to recover, among other things, wages and
23 penalties from unpaid wages earned and due, including but not limited to, overtime wages,
24 minimum wages, late and missed rest break wages, wages due to discharged or quitting
25 employees, penalties for failure to provide accurate itemized wage statements, and interest,
26 attorneys' fees, costs, and expenses.

27 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
28 herself and all members of the class, to compensate these workers for the unpaid wages and to

1 protect current and future workers of Defendant from being subjected to similar wage theft and
2 otherwise unlawful working conditions.

3 6. Plaintiff also brings an action seeking relief for Defendant's violations of
4 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
5 disgorgement of all compensation retained by Defendant because of its unlawful and unfair
6 business practices, as well as injunctive relief.

7 JURISDICTION AND VENUE

8 7. This Court has jurisdiction over this Complaint under Code of Civil Procedure
9 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
10 *Professions Code* §§ 17200 *et seq.* Plaintiff brings this Complaint on her own behalf and on
11 behalf of all persons in the Class as defined in paragraph 16 below.

12 8. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
13 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
14 herein, occurred in the County of Los Angeles and because each of the Defendants owned and
15 operated their facility in the County of Los Angeles.

16 THE PARTIES

17 PLAINTIFF

18 9. At all times relevant hereto, Plaintiff was:

- 19 (a) An individual over age 18 and a resident of San Bernardino County,
20 California;
- 21 (b) Employed as an hourly employee for Defendant in Los Angeles County,
22 California;
- 23 (c) Did not receive minimum wages in violation of *Labor Code* §§1194,
24 1194.2, 1997, 1197.1, 1198, 2698, *et seq.*, and the applicable Wage
25 Orders
- 26 (d) Did not receive overtime wages in violation of *Labor Code* §§1194,
27 1194.2, 1997, 1197.1, 1198, 2698, *et seq.*, and the applicable Wage
28 Orders:

- 1 (e) Did not receive the meal periods required by *Labor Code* §266.7, 2698,
2 et seq. and the applicable Wage Orders;
3 (f) Did not receive the rest periods required by *Labor Code* §266.7, 2698, et
4 seq. and the applicable Wage Orders;
5 (g) Did not receive accurate wage statements as mandated by *Labor Code*
6 §226 and 2698 et seq.;
7 (h) Did not receive all wages on termination and/or resignation in violation
8 of Labor Code §§201-203 and 2698 et seq.

9 **DEFENDANT**

10 10. Plaintiff is informed and believes, and based on that information and belief,
11 alleges, Defendant MHF is, and at all times mentioned herein was:

- 12 (a) A California corporation, with a principal place of business at 9220
13 Sunset Blvd, 100 West Hollywood, California, 90069. Defendant has
14 been authorized to do business and has been doing business in the
15 County of Los Angeles;
16 (b) The current employer of Plaintiff and the current and former employer of
17 the putative Class members;
18 (c) Paid Plaintiff and all Class members on an hourly basis;
19 (d) Failed to pay Plaintiff and all putative Class members overtime wages;
20 (e) Failed to pay minimum wage;
21 (f) Failed to provide Plaintiff and all putative Class members with meal and
22 rest periods, failed to provide Plaintiff and all putative Class members
23 with accurate itemized wage statements;
24 (g) Failed to pay wages on termination and/or resignation.

25 11. The true names and capacities, whether individual, corporate, subsidiary,
26 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
27 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
28

1 *Civil Procedure* § 474. Plaintiff will seek leave to amend her Complaint to allege the true
2 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

3 12. Plaintiff is informed and believes, and based on that information and belief
4 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
5 reside in or are authorized to do, or are otherwise doing, business in the State of California.
6 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
7 conduct business in the County of Los Angeles. Each of the Defendants DOES 1 through 100
8 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
9 alter ego, and/or representative of one or more of the other Defendants named herein, and
10 acting with permission, authorization, and/or ratification and consent of the other Defendants.

11 13. Plaintiff is informed and believes, and based on that information and belief
12 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
13 inclusive, are responsible in some manner for one or more of the events and happenings that
14 proximately caused the injuries and damages hereinafter alleged.

15 14. Plaintiff is informed and believes, and based on that information and belief
16 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
17 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
18 the other Defendants and that each Defendant was acting within the course and scope of his,
19 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
20 Consequently, all the Defendants are jointly and severally liable to the Plaintiff, and the Class,
21 for the damages sustained as a proximate result of their conduct.

22 15. Plaintiff is informed and believes, and based on that information and belief
23 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
24 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
25 themselves and entered into a combination and systemized campaign of activity to *inter alia*
26 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
27 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
28 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their

1 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
2 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
3 the actions of one Defendant were accomplished in concert with, and with the knowledge,
4 ratification, authorization and approval of each of the other Defendants.

5 16. At all times mentioned herein, Defendants were subject to the Labor Code and
6 Industrial Welfare Commission Wage Orders of the State of California, including, but not
7 limited to, California Labor Code section 2698 et seq.

8 **CLASS ALLEGATIONS**

9 **A. The Definition of the Class**

10 17. The Class ("the Class") is defined as follows:

11 (a) "All current and former employees who were hourly paid employees of
12 Defendant and worked for MHF in California at any time during the period
13 commencing on the date that is four years prior to the filing of this Complaint
14 and continuing through the present date (the "Class Period")."

15 (b) "All persons who were hourly paid employees of Defendant and worked for
16 MHF in California and left the employ of Defendant at any time during the
17 period commencing on the date that is within one year prior to the filing of this
18 Complaint and continuing through the present date (the "Class Period")."

19 18. Plaintiff reserves her right under Rule 3.765 of the California Rules of Court to
20 amend or modify the Class description with greater specificity or further division into
21 subclasses or limitation to particular issues.

22 **B. Maintenance of the Action**

23 19. Plaintiff brings this action individually and on behalf of herself and as
24 representative of all similarly situated persons under *Labor Code* § 2699 and *Arias v. Superior*
25 *Court* (2009) 46 Cal. 4th 969, 980-981, *Business & Professions Code* §§ 17203 and 17204 and
26 *Code of Civil Procedure* § 382.

27 20. Plaintiff will exhaust her administrative remedies and pre-filing requirements
28 pursuant to California Labor Code section 2699.3 and will also fulfill all notice requirements

1 under the statute. Once completed, and the statutory time period has expired, Plaintiff will
2 amend this complaint accordingly.

3 **C. The Class Requisites**

4 21. At all material times, Plaintiff was a member of the Class.

5 22. The Class action meets the statutory prerequisites for maintaining a class action
6 under Code of Civil Procedure § 382 in that:

7 (a) The persons who comprise the Class are so numerous that the joinder of all
8 those persons is impracticable and the disposition of their claims as a Class
9 will benefit the parties and the Court;

10 (b) Nearly all factual, legal, statutory, declaratory, and injunctive relief issues
11 that are raised in this Complaint are common to the Class and will apply
12 uniformly to every Class member;

13 (c) The claims of the representative Plaintiff are typical of the claims of each
14 Class member. Plaintiff, like all Class members, has sustained damages
15 arising from Defendant's violations of the laws of the State of California.
16 Plaintiff, and the Class members, were and are similarly or identically
17 harmed by the same unlawful, deceptive, unfair, systematic, and pervasive
18 pattern of misconduct engaged in by the Defendant;

19 (d) The representative Plaintiff has, and will continue to, fairly and adequately
20 represent and protect the interests of the Class and has retained counsel
21 who are competent and experienced in class action litigation. There are no
22 material conflicts between the claims of the representative Plaintiff and the
23 Class members that would make class certification inappropriate. Counsel
24 for the Class will vigorously assert the claims of all Class members.

25 23. The people who comprise the Class are so numerous that joining all of them is
26 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
27 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
28 will fairly and adequately protect the interests of the Class she seeks to represent. Plaintiff does

1 not have any interests that are antagonistic to the Class she seeks to represent. Counsel for
2 Plaintiff are experienced, qualified, and generally able to conduct complex class action
3 litigation.

4 24. The Court should permit the action to be maintained as a class action under
5 *Code of Civil Procedure* § 382 because:

- 6 (a) The questions of law and fact common to the Class predominate over any
7 question affecting only individual members;
- 8 (b) A class action is superior to any other available method for fairly and
9 efficiently adjudicating the claims of the Class;
- 10 (c) The Class members are so numerous that it is impractical to bring all of
11 them before the Court;
- 12 (d) Plaintiff and other Class members will not be able to obtain effective and
13 economic legal redress unless the action is maintained as a class action;
- 14 (e) There is a community of interest in obtaining appropriate legal and
15 equitable relief for the statutory violations, and in obtaining adequate
16 compensation for the damages and injuries for which Defendant is
17 responsible in an amount sufficient to adequately compensate the Class
18 members;
- 19 (f) Without Class certification, the prosecution of separate actions by
20 individual Class members would create a risk of:
- 21 i. Inconsistent or varying adjudications for individual Class members
22 that would establish incompatible standards of conduct for
23 Defendant; and/or,
- 24 ii. Adjudication for individual Class members that would, as a
25 practical matter, dispose of other non-party members' interests, or
26 that would substantially impair or impede the non-parties' ability
27 to protect their interests, by, for example, potentially exhausting
28 the funds available from Defendant, and

1 (g) Defendant acted or refused to act on grounds generally applicable to the
2 Classes, making final injunctive relief appropriate for the Class, as a
3 whole.

4 25. Plaintiff contemplates eventually issuing notice to the proposed Class members
5 that would set forth the subject and nature of the action. The Defendant's own business records
6 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
7 any further notice may be required, Plaintiff would contemplate using additional media and/or
8 mailing.

9 **GENERAL ALLEGATIONS**

10 26. At all times material hereto, Defendant has been and is, a health care facility.

11 27. Plaintiff and members of the Class were employed as medical assistants and
12 other nonexempt hourly employees by Defendant in California at various times during the
13 Class Period.

14 **THE CONDUCT**

15 28. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
16 Plaintiff and members of the Class overtime wages and compensation owed under California
17 law.

18 29. Starting on or about April 1, 2023, and continuing to July 7, 2023, Defendant
19 employed Plaintiff on an hourly basis as a medical assistant at its facility.

20 30. While employed with Defendant, Plaintiff was paid approximately \$25 per hour.

21 31. The employment by Defendant of the Class members, and each of them, is
22 governed by Industrial Welfare Commission Wage Order No. 4, which covers those persons
23 employed in the public housekeeping industry.

24 **FAILURE TO PAY OVERTIME WAGES**

25 32. Under California law, non-exempt employees as defined by the applicable Wage
26 Order are entitled to overtime wages at the rate of one and one half times their hourly rate for
27 all time worked more than eight hours in a 24-hour day and/or in excess of 40 hours in a week.
28 Labor Code Section 1194 states the California requirement that employees must be paid this

1 differential wage fixed by the Commission or by any applicable state or local law, and any
2 payment of less than that amount is unlawful. Similarly, Labor Code Section 1194 entitles “any
3 employee receiving less than the ... legal overtime compensation ... is entitled to recover in a
4 civil action the unpaid balance of the full amount of this ... overtime compensation.” The
5 applicable IWC Wage Order(s), including IWC Wage Order No. 4-2001, obligates employers
6 to pay each employee overtime compensation for all hours worked more than eight hours in a
7 24-hour day and/or more than 40 hours in a week.

8 33. These wage standards apply to each hour employees worked or were subject to
9 control by the employer for which they were not paid.

10 34. At all times during the relevant time period, Plaintiff and the Class were not paid
11 overtime wages due to the failure of Defendant to provide meal/rest breaks.

12 35. During this period, it was the practice and policy of Defendant to not pay
13 employees’ overtime wages. Monies for these wages remain due and owing.

14 **FAILURE TO PAY MINIMUM WAGES**

15 36. Under California law, non-exempt employees as defined by the applicable Wage
16 Order are entitled to minimum wages. Labor Code Section 1197 states the California
17 requirement that employees must be paid at least the minimum wage fixed by the Commission
18 or by any applicable state or local law, and any payment of less than the minimum wage is
19 unlawful. Similarly, Labor Code Section 1194 entitles “any employee receiving less than the
20 legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full
21 amount of this minimum wage.” The applicable IWC Wage Order(s), including IWC Wage
22 Order No. 5-2001, obligates employers to pay each employee minimum wages for all hours
23 worked.

24 37. These minimum wage standards apply to each hour employees worked or were
25 subject to control by the employer for which they were not paid. Therefore, an employer’s
26 failure to pay for any particular hour of time worked by an employee or subject to the
27 employer’s control is unlawful, even if averaging an employee’s total pay over all hours
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1 worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v.*
2 *Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

3 38. At all times during the relevant time period, Plaintiff and the Class were not paid
4 minimum wages due to the failure of Defendant to provide meal/rest breaks.

5 39. During this period, it was the practice and policy of Defendant to not pay
6 employees' minimum wages. Monies for minimum wages remain due and owing.

7 **FAILURE TO AFFORD MEAL/REST BREAKS**

8 40. Plaintiff and the Class members were routinely not afforded rest breaks. Further,
9 Plaintiff and Class members were not afforded meal breaks.

10 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

11 41. As a result of Defendant's failure to pay employees required minimum wages
12 and failure to afford meal/rest breaks, the wage statements issued to the employees did not
13 comply with *Labor Code* § 226 and California Industrial Welfare Commission ("IWC") Wage
14 Order No. 4 in that they did not accurately reflect all wages earned and due and owing.

15 **FAILURE TO PAY ALL WAGES OWED UPON EMPLOYEE RESIGNATION OR**
16 **TERMINATION**

17 42. Defendant failed to pay employees all wages that were due and owing at the
18 time the employee resigned or was terminated from employment with Defendant.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME**

21 **(IWC Wage Order No. 4; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs**
22 **Against Defendant and Does 1 through 100)**

23 43. Plaintiff and the Class reallege and incorporate by reference all the allegations
24 set forth in this Complaint.

25 44. Labor Code §§ 1194(a) states: "Notwithstanding any agreement to work for a
26 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
27 compensation applicable to the employee is entitled to recover in a civil action the unpaid
28

1 balance of the full amount of this minimum wage or overtime compensation, including interest
2 thereon, reasonable attorney's fees, and costs of suit.”

3 45. Defendant’s pattern, practice and uniform administration of corporate policy
4 regarding illegal employee compensation as described herein is unlawful and creates an
5 entitlement, pursuant to Labor Code § 218, to recovery by Plaintiff and the members of the
6 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
7 the appropriate rate.

8 46. Where an employee, such as Plaintiff and the other Class members, are not
9 paid their overtime rate as required under *Labor Code* § 1194, the employee may recover
10 wages for the time associated with the overtime for which they received no compensation.

11 47. Plaintiff and the other Class members suffered and continue to suffer losses
12 related to the use and enjoyment of compensation due and owing to them as a direct result of
13 Defendant’s unlawful acts and Labor Code violations in an amount to be shown according to
14 proof at trial and within the jurisdictional limitations of this Court.

15 48. As California Labor Code Section 2699 provides for civil penalties recoverable
16 by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code
17 section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may
18 recover these penalties pursuant to Labor Code section 2699.

19 49. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, 2698, et seq.
20 Plaintiff and the Class are entitled to recover the unpaid balances of the overtime wages
21 Defendant owes them, plus interest, penalties, attorneys’ fees, expenses, and costs of suit, in
22 amounts according to proof.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGES**

25 **(IWC Wage Order No. 4; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs**
26 **Against Defendant and Does 1 through 100)**

27 50. Plaintiff and the Class reallege and incorporate by reference all the allegations
28 set forth in this Complaint.

1 51. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a
2 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
3 compensation applicable to the employee is entitled to recover in a civil action the unpaid
4 balance of the full amount of this minimum wage or overtime compensation, including interest
5 thereon, reasonable attorney's fees, and costs of suit.”

6 52. *Labor Code* § 1197 states the California requirement that employees must be
7 paid at least the minimum wage fixed by the Commission, and any payment of less than the
8 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving
9 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
10 the full amount of this minimum wage.” IWC Wage Order No. 4-2001 also obligates
11 employers to pay each employee minimum wages for all hours worked. These minimum wage
12 standards apply to each hour employees worked for which they were not paid. Therefore, an
13 employer’s failure to pay for any particular hour of time worked by an employee is unlawful,
14 even if averaging an employee’s total pay over all hours worked, paid or not, results in an
15 average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314,
16 324 (2005).

17 53. Pursuant to Wage Order No. 4, Defendant is required to pay the members of the
18 Class for all hours worked, meaning the time during which an employee is subject to the
19 control of an employer, including all the time the employee is suffered or permitted to work,
20 whether or not required to do so.

21 54. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work
22 and the standard conditions of labor fixed by the commission shall be the maximum hours of
23 work and the standard conditions of labor for employees. The employment of any employee for
24 longer hours than those fixed by the order or under conditions of labor prohibited by the order
25 is unlawful.”

26 55. Defendant failed to satisfy minimum wage requirements because Defendant
27 failed to afford meal/rest breaks. Plaintiff and Class members did not receive minimum wages.
28

1 56. Defendant's pattern, practice and uniform administration of corporate policy
2 regarding illegal employee compensation as described herein is unlawful and creates an
3 entitlement, pursuant to Labor Code § 218, to recovery by Plaintiff and the members of the
4 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
5 the appropriate rate.

6 57. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
7 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
8 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
9 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
10 the time associated with the overtime for which they received no compensation. *See Sillah v.*
11 *Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
12 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
13 showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*,
14 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

15 58. Plaintiff and the other Class members suffered and continue to suffer losses
16 related to the use and enjoyment of compensation due and owing to them as a direct result of
17 Defendant's unlawful acts and Labor Code violations in an amount to be shown according to
18 proof at trial and within the jurisdictional limitations of this Court.

19 59. As California Labor Code Section 2699 provides for civil penalties recoverable
20 by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code
21 section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may
22 recover these penalties pursuant to Labor Code section 2699.

23 60. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, 2698, et seq.
24 Plaintiff and the Class are entitled to recover the unpaid balances of the minimum wages
25 Defendant owes them, plus interest, penalties, attorneys' fees, expenses, and costs of suit, in
26 amounts according to proof.

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THIRD CAUSE OF ACTION
FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS
(IWC Wage Order No. 4; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and Does 1 through 100)

61. Plaintiff and the Class reallege and incorporate by reference all the allegations set forth in this Complaint.

62. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

63. California Labor Code §1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

64. IWC Order No. 4-2001(11)(A) provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

65. IWC Order No. 4-2001 (11)(c) further provides, in relevant part: "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

66. Section 512(a) of the California Labor Code provides, in relevant part, that:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30-minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30-minutes, except that if the total hours worked is no more than 12 hours, the second meal period may

1 be waived by mutual consent of the employer and the employee only if the first
2 meal period was not waived.

3 67. The Labor Code and Wage Order provisions cited above require California
4 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
5 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
6 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
7 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
8 the fifth hour of their shifts.

9 68. As alleged herein, Defendant failed to relieve employees of duties for timely
10 meal breaks throughout the Class Period. Plaintiff and the members of the Class were at times
11 required to work through their meal periods at the fifth and sixth hour of their shifts at the
12 direction of Defendant and/or with their endorsement, encouragement, knowledge, and
13 acquiescence.

14 69. Defendant has a policy or practice of failing to ensure that Plaintiff and
15 members of the Class take the meal periods required by California Labor Code §226.7 and
16 IWC Wage Order No. 4-2001 §11.

17 70. By their actions in not affording Plaintiff and Class members meal periods,
18 Defendant violated Cal. Lab. Code § 226.7(b) and section 11 of the Wage Order in the amount
19 of one additional hour of pay at the employee's regular rate of compensation for each work
20 period during each day in which Defendant failed to provide employees with statutory timely
21 off-duty meal periods.

22 71. Defendant also has a policy or practice of failing to pay each of their employees
23 who was not provided with a meal period as required an additional one hour of compensation at
24 each employee's regular rate of pay.

25 72. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
26 bring a private right of action to recover wages due based on the deprivation of timely meal
27 periods under Cal. Labor Code § 226.7(b).
28

73. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699.

74. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff and members of the Class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant's violations of the California Labor Code and the applicable IWC Wage Orders.

FOURTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST PERIODS

(Labor Code § 226.7 and IWC Wage Order No. 4 By Plaintiffs Against Defendant and Does 1 through 100)

75. Plaintiff and the Class reallege and incorporate by reference all the allegations set forth in this Complaint.

76. Labor Code § 226.7 and the applicable Wage Order provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

77. Labor Code § 226.7 and the applicable Wage Order provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

78. Defendant has intentionally and improperly denied rest periods to Plaintiff and the Class in violation of Labor Code § 226.7 and the applicable Wage Order.

79. At all times herein, Plaintiff and the Class members have worked 7 or more hours daily.

1 80. At all times relevant hereto, Defendant failed to provide rest periods as required
2 by Labor Code § 226.7 and the applicable Wage Order. Plaintiff and Class members never took
3 any rest breaks. There was no one to cover Plaintiff so Plaintiff was not able to take rest breaks.
4 Additionally, Defendant failed to instruct Plaintiff to take rest breaks.

5 81. As California Labor Code Section 2699 provides for civil penalties recoverable
6 by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code
7 section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may
8 recover these penalties pursuant to Labor Code section 2699.

9 82. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff
10 and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in
11 amounts which are presently unknown to Plaintiff and the Class, but which exceed the
12 jurisdictional limits of the Court and which will be ascertained according to proof at trial.

13 83. Plaintiff also seeks an award of reasonable attorney's fees and costs pursuant to
14 Labor Code section 2699(g)(1).

15 **FIFTH CAUSE OF ACTION**

16 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

17 **ITEMIZED STATEMENTS**

18 **(Labor Code § 226 By Plaintiffs Against Defendant and Does 1 through 100)**

19 84. Plaintiff and the Class reallege and incorporate by reference all the allegations
20 set forth in this Complaint.

21 85. Pursuant to the applicable IWC Wage Orders, Defendant was the employer of
22 Plaintiff and the Class.

23 86. Pursuant to California Labor Code sections 226 and 1174, and Wage Order 5-
24 2001 section 7, Defendant is required to maintain and provide accurate records relating to
25 employee compensation including all formulas and production records used to calculate wages
26 due.

27 87. Defendant is further required to provide, *inter alia*, semimonthly or at the time
28 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)

1 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
2 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
3 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

4 88. Section 226(e) provides that an employee is entitled to recover \$50 for the
5 initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay
6 period, not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay
7 periods in which the employer knowingly and intentionally failed to provide accurate itemized
8 statements to the employee causing the employee to suffer injury.

9 89. Notwithstanding these provisions. Defendant has engaged in a uniform practice
10 of refusing to maintain and provide the accurate records and wage statements required by
11 California law.

12 90. Throughout the Class Period, Defendant intentionally and knowingly provided
13 Plaintiff and other members of the Class with weekly itemized wage statements containing
14 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
15 that the payments owed to Plaintiff and the members of the Class for minimum wages,
16 untimely or missed meal and rest periods, were not included in gross wages earned by Plaintiff
17 and members of the Class.

18 91. As a result, Plaintiff and members of the Class have been injured by having been
19 deprived of the true facts pertaining to their compensation and employment.

20 92. Plaintiff and members of the Class were damaged by these failures because,
21 among other things, the failures led them to believe that they were not entitled to minimum
22 wages, pay for meal and rest periods not provided, even though they were so entitled and these
23 failures hindered them from determining the amounts of wages owed to them.

24 93. Plaintiff and members of the Class are entitled to the amounts provided in Labor
25 Code §226(e), plus attorneys' fees and costs.

26 94. As California Labor Code Section 2699 provides for civil penalties recoverable
27 by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code
28

1 section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may
2 recover these penalties pursuant to Labor Code section 2699.

3 95. As result, Plaintiff and Class members seek recovery of the penalties authorized
4 by Labor Code sections 226(e) and 558, and such other penalties and legal and equitable
5 remedies as are provided by law for Defendant's improper conduct.

6 96. Plaintiff also seeks an award of reasonable attorney's fees and costs pursuant to
7 Labor Code section 2699(g)(1).

8 **SIXTH CAUSE OF ACTION**
9 **FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION**

10 **(Labor Code §§201-203 By Plaintiff Against Defendant and Does 1 through 100)**

11 97. Plaintiff and the Class reallege and incorporate by reference all the allegations
12 set forth in this Complaint.

13 98. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
14 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
15 from employment, unpaid wages are due and payable within 72 hours of resignation.

16 99. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
17 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
18 paid, not to exceed thirty days.

19 100. Plaintiff and/or the Class were discharged and/or resigned from Defendant's
20 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

21 101. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
22 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

23 **SEVENTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(Business & Professions Code §§ 17200 *et seq.* By Plaintiff Against Defendant and Does 1**
26 **through 100)**

27 102. Plaintiff and the Class reallege and incorporate by reference all the allegations
28 set forth in this Complaint.

1 103. Pursuant to applicable IWC Wage Orders, Defendant was the employer of
2 Plaintiff and the Class. Defendant is also a "person" as that term is defined in Business &
3 Professions Code §17021.

4 104. The Business & Professions Code defines unfair competition as any unlawful,
5 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
6 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
7 minimum wages; (2) pay Plaintiff and the Class meal periods not provided, (3) pay Plaintiff
8 and the Class rest periods not provided, (4) furnish Plaintiff and the Class with accurate
9 itemized wage statements, as mandated by the applicable Labor Code and Industrial Welfare
10 Commission requirements, (5) provide uniforms and a maintenance allowance and (6) allow
11 inspection of employment records, all in violation of Business & Professions Code §§ 17200 *et*
12 *seq.*

13 105. By and through the unfair and unlawful business practices described herein,
14 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
15 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
16 Plaintiff and the Class.

17 106. All the acts described herein are violations of, among other things, the Labor
18 Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of
19 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
20 thereby constitute unfair and unlawful business practices in violation of Business & Professions
21 Code §§ 17200 *et seq.*

22 107. Plaintiff and the Class are entitled to, and do, seek such relief as may be
23 necessary to restore to them the money and property which Defendant has acquired, or of
24 which Plaintiff and the Class have been deprived by means of the above-described unfair and
25 unlawful business practices.

26 108. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
27 above-described business practices are unfair and unlawful, and that injunctive relief should be
28

1 issued restraining Defendant from engaging in any of the above described unfair and unlawful
2 business practices in the future.

3 109. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
4 redress the injuries which they have suffered because of the unfair and unlawful business
5 practices of Defendant. As a result of the unfair and unlawful business practices described
6 above, Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless
7 Defendants are restrained from continuing to engage in these unfair and unlawful business
8 practices. In addition, Defendant should be required to disgorge the unpaid moneys to Plaintiff
9 and the Class.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
12 and against Defendant as follows:

13 1. For compensatory damages due to Plaintiff and Class members, according to
14 proof;

15 2. For one hour of pay at the regular rate of compensation for Plaintiff and Class
16 members for each workday that a meal and/or rest period was not provided;

17 3. For an award of consequential damages in Plaintiff and Class members' favor
18 and against Defendant, in an amount to be proven at trial;

19 4. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;

20 5. For specific relief enforcing waiting time penalties of 30 days of per diem
21 wages, according to proof;

22 6. For prejudgment interest accrued on all due minimum wages from the date that
23 wages were due and payable, pursuant to *Cal. Lab. Code* §§ 218.6 and 1194(a), according to
24 proof;

25 7. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5, 2699,
26 according to proof;

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1 8. For reasonable costs, including attorneys' fees, in an amount according to proof
2 pursuant to, *inter alia*, Cal. Labor Code §§ 1194, 1198.5(1), 218.5, 2802, 2699, and/or Cal.
3 Code of Civ. Proc. §1021.5;

4 9. For an award of restitution of wages to Plaintiff and Class members in an
5 amount equal to the amount of wages owed and unpaid, according to proof;

6 10. For injunctive relief requiring Defendant to comply with Labor Code §§
7 1198.5(b)(1);

8 11. For injunctive relief ordering the continuing unfair business acts and practices to
9 cease, as the Court deems just and proper;

10 12. For other injunctive relief ordering Defendant to notify Plaintiff and Class
11 members that they have not been paid the proper amounts in accordance with California law;

12 13. For such other and further relief as the Court deems just and proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff Ladwan Thompson hereby respectfully requests a trial by jury for all claims
15 and issues raised in her Complaint that may be entitled to a jury trial.

16
17 LIPELES LAW GROUP, APC

18 Date: June 24, 2024

19 By:  _____

20 Kevin A. Lipeles
21 Attorneys for Plaintiff
22 LADWAN THOMPSON
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