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Attorneys for Plaintiff
SHOBNA NAIDU

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

SHOBNA NAIDU, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

YODITES & ASSOCIATES
MANAGEMENT LLC DBA BASIC
OCCUPATIONAL TRAINING
CENTER, a California limited liability
company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CVRI2405413

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT:**

- (1) **FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§ 1194,
1194.2, 1197);**
- (2) **FAILURE TO PROVIDE MEAL PERIODS
(LABOR CODE §§ 226.7, 512, 558);**
- (3) **FAILURE TO AUTHORIZE AND PERMIT
REST PERIODS (LABOR CODE §§ 226.7,
516);**
- (4) **FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS
(LABOR CODE § 226 *et seq.*);**
- (5) **UNFAIR COMPETITION (BUS & PROF
CODE § 17200 *et seq.*); and**
- (6) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Shobna Naidu (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“FAC”) against
3 Yodites & Associates Management LLC doing business as Basic Occupational Training Center, a
4 California limited liability company, and DOES 1 to 100, inclusive (collectively “Defendants”),
5 and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
9 § 17200 *et seq.*, Labor Code §§ 226 *et seq.*, 226.7, 512, 516, 558, 1194, 1194.2, 1197, 2698 *et*
10 *seq.*, and Industrial Welfare Commission Wage Order 4 (the “Wage Order 4”), in addition to
11 seeking declaratory relief and restitution. This FAC is brought pursuant to California Code of
12 Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
13 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
16 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
17 County of Riverside. Defendants own, maintain offices, transact business, have agent(s) within
18 the County of Riverside, and/or otherwise are found within the County of Riverside, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was a California resident. During the four years immediately preceding the filing of the
23 lawsuit in this action and within the statute of limitations periods applicable to each cause of
24 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
25 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
26 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 226 *et seq.*,
27 226.7, 512, 516, 558, 1194, 1194.2, 1197, 2698 *et seq.*; California Business and Professions Code
28 § 17200 *et seq.* (“Unfair Competition Law” or “UCL”); and Industrial Welfare Commission

1 Wage Order 4, which sets employment standards for professional, technical, clerical, mechanical
2 and similar occupational industries, which includes the industry in which Plaintiff worked for
3 Defendants.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and
6 continue to do) business as a daycare for adults with disabilities. Defendants employed Plaintiff
7 and other, similarly-situated non-exempt employees within Riverside County and the state of
8 California and, therefore, were (and are) doing business in Riverside County and the State of
9 California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and
14 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
16 and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the
17 unlawful employment practices, wrongs, injuries and damages complained of herein.

18 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
19 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

20 7. At all times herein mentioned, each of said Defendants participated in the doing
21 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
22 Defendants, and each of them, were the agents, servants, and employees of each and every one of
23 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
24 were acting within the course and scope of said agency and employment. Defendants, and each
25 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
26 omissions complained of herein.

27 8. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
3 members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff, a current non-exempt employee, has been employed by Defendants since
6 about May 2022. During her employment with Defendants, Plaintiff held the job title of Day
7 Care Staff. Her duties include, without limitation, conducting and assisting with classroom and
8 outdoor activities and general care of the clients.

9 10. During her employment with Defendants, Plaintiff was generally scheduled to
10 work Monday through Friday from 9:00 a.m. to 3:00 p.m. Defendants require Plaintiff to clock
11 in and out each day by inputting into a computer her employee number. Plaintiff often worked
12 shifts that exceeded 6 hours in length.

13 11. During her employment with Defendants, Plaintiff was not paid for all hours
14 worked. During her employment with Defendants, Defendants would keep track of Plaintiff's
15 time worked and would unlawfully shave Plaintiff's work time and/or round Plaintiff's work time
16 such that Plaintiff would not be fully paid for all time worked. This time-shaving and/or rounding
17 practice utilized by Defendants was not even-handed over time and would almost exclusively
18 round and shave in Defendants' favor such that Plaintiff was routinely unpaid for her time worked.
19 As a result, Defendants failed to pay Plaintiff all required minimum wages.

20 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
21 all legally required meal periods due to Defendants' meal period policies and practices, which
22 fail to provide 30-minute duty free first meal periods in violation of California law. As a result
23 of Defendants' policies and practices, Defendants often failed to provide a required meal period
24 altogether.

25 13. Although Plaintiff was not provided with all legally-compliant meal periods to
26 which she was entitled, Defendants failed to compensate Plaintiff with the required meal period
27 premium for each workday in which she experienced a meal period violation as mandated by
28 Labor Code § 226.7.

1 14. Plaintiff was also not authorized and permitted to take all legally required and
2 compliant rest periods due to Defendants' rest period policies and practices. Specifically, due to
3 the work demands imposed by Defendants, Defendants did not authorize and permit one rest
4 period for every four hours worked, or *major fraction thereof*. Indeed, Plaintiff has not been
5 authorized and permitted to take all rest periods during her employment with Defendants.

6 15. On those occasions when Plaintiff was not authorized and permitted to take all
7 legally-compliant rest periods to which she was entitled, Defendants failed to compensate
8 Plaintiff with the required rest period premium for each workday in which she experienced a rest
9 period violation as mandated by Labor Code § 226.7.

10 16. As a result of Defendants' failure to pay all minimum wages, as well as meal
11 period premium wages and rest period premium wages, Defendants maintained inaccurate payroll
12 records and issued inaccurate wage statements to Plaintiff. Furthermore, Defendants issued non-
13 compliant wage statements to Plaintiff and other non-exempt employees by failing to include all
14 information required by California law, including, but not limited to, the actual total hours worked
15 by the employee and gross wages earned.

16 **CLASS ACTION ALLEGATIONS**

17 17. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
18 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 19 a. The Minimum Wage Class: consists of all of Defendants' current and former non-
20 exempt employees in California who were subject to Defendants' timekeeping
21 policies/practices, during the four years preceding the filing of the lawsuit through
22 the present.
- 23 b. The Meal Period Class consists of all of Defendants' current and former non-
24 exempt employees who worked at least one shift in excess of 5.0 hours, during the
25 four years immediately preceding the filing of the lawsuit through the present.
- 26 c. The Rest Period Class consists of all of Defendants' current and former non-
27 exempt employees in California who worked at least one shift in excess of 3.5
28

hours during the four years immediately preceding the filing of the lawsuit through the present.

d. The Wage Statement Class consists of all members of the: (i) Minimum Wage Class; (ii) Meal Period Class; (iii) Rest Period Class; and/or all of Defendants' current and former employees who received a wage statement from Defendants during the one year immediately preceding the filing of the lawsuit through the present.

e. The UCL Class consists of members of (i) Minimum Wage Class; (ii) Meal Period Class, (iii) Rest Period; and/or (iv) Wage Statement Class during the four years immediately preceding the filing of the lawsuit through the present.

18. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants properly paid all minimum wages to members of the Minimum Wage Class pursuant to Labor Code §§ 204, 558, 1194, 1194.2, and 1197;

ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iii. Whether Defendants authorized and permitted all legally compliant rest periods to

- 1 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 2 iv. Whether Defendants furnished legally compliant wage statements to members of
- 3 the Wage Statement Class pursuant to Labor Code § 226; and
- 4 v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive
- 5 business practices by and through the wage and hour policies and practices
- 6 described above, and whether as a result Defendants owe the classes restitution.

7 21. **Predominance of Common Questions:** Common questions of law and fact

8 predominate over questions that affect only individual members of the Classes. The common

9 questions of law set forth above are numerous and substantial and stem from Defendants' policies

10 and/or practices applicable to each individual class member, such as Defendants' uniform

11 minimum wage, overtime wage, and meal and rest period policies/practices. As such, the

12 common questions predominate over individual questions concerning each individual class

13 member's showing as to their eligibility for recovery or as to the amount of their damages.

14 22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because

15 Plaintiff was employed by Defendants as a non-exempt employee in California during the

16 statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged

17 herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum

18 wages, was not provided with all required meal periods, was not authorized and permitted to take

19 all required rest periods, did not receive meal and rest period premium wages when she was not

20 provided compliant meal periods or not authorized or permitted to take compliant rest periods,

21 and was not provided accurate, itemized wage statements.

22 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps

23 to represent fairly and adequately the interests of the members of the Classes. Moreover,

24 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of

25 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-

26 and-hour class actions in state and federal courts in the past and are committed to vigorously

27 prosecuting this action on behalf of the members of the Classes.

28 //

24. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are maintainable as a Class under § 382 of the Code of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

3 **(AGAINST ALL DEFENDANTS)**

4 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 26. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194, 1197
6 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all
7 hours worked, and provide a private right of action for the failure to pay all minimum wage
8 compensation for all work performed.

9 27. At all times relevant herein, Defendants were required to properly compensate
10 Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to
11 California Labor Code §§ 1194, 1197 and 1198, and the Wage Order 4. The Wage Order 4,
12 Section 4 requires an employer to pay to every employee on the established payday for the period
13 involved not less than the applicable minimum wage for all hours worked in the payroll period.
14 Defendants caused Plaintiff and the members of the Minimum Wage Class to work hours in a
15 workweek but did not properly compensate Plaintiff and the members of the Minimum Wage
16 Class at least minimum wages for such hours.

17 28. At all times relevant herein, Defendants lacked good faith and had no reasonable
18 grounds for believing that their practices in failing to pay all minimum wages owed at the
19 applicable rate was not a violation of any provision of the Labor Code relating to minimum wage,
20 or an order of the Industrial Welfare Commission. Defendants, therefore, in addition to owing
21 minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated
22 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to
23 Labor Code § 1194.2.

24 29. The foregoing practices and policies are unlawful and create entitlement to
25 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
26 amount of minimum wages owing, including interest thereon, as well as statutory penalties,
27 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code
28 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, the Wage Order 4, California

Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and the Wage Order 4, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

32. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 4, including interest thereon, statutory penalties, civil penalties, and costs of suit.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(AGAINST ALL DEFENDANTS)

33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

34. The Wage Order 4, Section 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

35. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

36. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

3 **(AGAINST ALL DEFENDANTS)**

4 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
7 and members of the Wage Statement Class with complete and accurate wage statements with
8 respect to their hours worked at each rate of pay, total gross wages earned, total net wages earned,
9 and meal and rest period premium wages owed, in violation of Labor Code § 226 *et seq.*

10 39. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
11 Class with complete and accurate itemized wage statements resulted in actual injury, as said
12 failures led to, among other things, the non-payment of all earned minimum wages as well as
13 meal and rest period premium wages, and deprived them of the information necessary to identify
14 the discrepancies in Defendants' reported data.

15 40. Defendants' failures create an entitlement to recovery by Plaintiff and members of
16 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
17 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
18 costs of suit according to California Labor Code § 226 *et seq.*

19 **FIFTH CAUSE OF ACTION**

20 **UNFAIR COMPETITION**

21 **(AGAINST ALL DEFENDANTS)**

22 41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 42. Defendants have engaged and continue to engage in unfair and/or unlawful
24 business practices in California in violation of California Business and Professions Code § 17200
25 *et seq.*, by failing to pay all minimum wages owed, failing to provide all required meal periods
26 and failing to authorize and permit all required rest periods, and failing to pay meal and rest period
27 premium wage payments.

28 43. Defendants' utilization of these unfair and/or unlawful business practices deprived

1 Plaintiff and continues to deprive members of the Classes of compensation to which they are
2 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
3 over Defendants' competitors who have been and/or are currently employing workers and
4 attempting to do so in honest compliance with applicable wage and hour laws.

5 44. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
6 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
7 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
8 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

9 45. The acts complained of herein occurred within the last four years immediately
10 preceding the filing of the lawsuit in this action.

11 46. Plaintiff was compelled to retain the services of counsel to file this court action to
12 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
13 of Defendants' current non-exempt employees, and to enforce important rights affecting the
14 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
15 which he is entitled to recover under Code of Civil Procedure § 1021.5.

16 **SIXTH CAUSE OF ACTION**

17 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

18 **(AGAINST ALL DEFENDANTS)**

19 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 48. Defendants have committed several Labor Code violations against Plaintiff and
21 other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor
22 Code § 2698 et seq., acting on behalf of herself and other Aggrieved Employees, brings this
23 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
24 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
25 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
26 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or
27 (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per
28 pay period for those violations of the Labor Code for which no civil penalty is specifically

provided, based on the following Labor Code violations:

- a. Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;
- c. Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;
- d. Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

49. On September 23, 2024, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 48 (a)-(e). Attached hereto as **Exhibit 1** is a true and correct copy of the September 23, 2024, correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

50. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

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1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
3 this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198.
- 9 5. Upon the Second Cause of Action, for compensatory, consequential, general and
10 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 11 6. Upon the Third Cause of Action, for compensatory, consequential, general and
12 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 13 7. Upon the Fourth Cause of Action, for statutory wage statement penalties pursuant
14 to Labor Code § 226 *et seq.*;
- 15 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
16 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
17 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
18 *seq.*;
- 19 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
20 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
21 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
22 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
23 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
24 unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent
25 violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial
26 violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee
27 per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to
28 Labor Code § 226.8(b) and (c); and/or (5) \$100.00 for each initial violation and \$200.00 for each

subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 48 (a)-(e) above.

10. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

11. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

12. For such other and further relief the Court may deem just and proper.

Dated: December 16, 2024

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
SHOBNA NAIDU

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: December 16, 2024

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
SHOBNA NAIDU

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

September 23, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Yodites & Associates Management LLC, a California limited liability company

c/o Matt Bauer, Agent for Service of Process

1323 Jet Way

Perris, CA 92571

Re: *Shobna Naidu v. Yodites & Associates Management LLC, a California limited liability company*

To Whom It May Concern:

Please be advised that this law firm represents Shobna Naidu in claims arising from her employment with Yodites & Associates Management LLC, a California limited liability company (“Defendant”). Ms. Naidu is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Ms. Naidu, a current non-exempt employee, has been employed by Defendant since about May 2022. During her employment with Defendant, Ms. Naidu has held the job title of Day Care Staff. Her duties include, without limitation, conducting and assisting with classroom and outdoor activities and general care of the clients.

During her employment with Defendant, Ms. Naidu was generally scheduled to work Monday through Friday from 9:00 a.m. to 3:00 p.m. Defendant requires Ms. Naidu and other hourly, non-exempt employees to clock in and out each day by into a computer her employee number. Ms. Naidu often works shifts that exceeded six (6) hours in length.

During her employment with Defendant, Ms. Naidu and other hourly, non-exempt employees have not been paid for all time worked. Specifically, Defendant keeps track of Ms. Naidu's and other hourly non-exempt employees' time worked and unlawfully shave their work time and/or round their work time such that they are not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant has not been even-handed over time and almost exclusively rounds and shaves in Defendant's favor such that Ms. Naidu and other hourly, non-exempt employees are routinely unpaid for their time worked. As a result, Defendant failed to pay Ms. Naidu and other hourly, non-exempt employees all required minimum wages.

Throughout Ms. Naidu's employment with Defendant, Ms. Naidu and other hourly, non-exempt employees have not been provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. As a result of Defendant's policies and practices, Defendant often fails to provide a required meal period.

Although Ms. Naidu and other hourly, non-exempt employees are not provided with all legally-compliant meal periods to which they were entitled, Defendant fails to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Naidu and other hourly, non-exempt employees are also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, due to the work demands imposed by Defendant, Defendant does not authorize and permit one rest period for every four hours worked, or *major fraction thereof*. Indeed, Ms. Naidu and other hourly, non-exempt employees have not been authorized and permitted to take all rest periods during their employment with Defendant.

On those occasions when Ms. Naidu and other hourly, non-exempt employees are not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant fails to compensate them with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendant maintains inaccurate payroll records and issues inaccurate wage statements to Ms. Naidu and other hourly, non-exempt employees.

As described above, Defendant committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”):

Minimum Wage Violations

Defendant is required to pay Ms. Naidu and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 5, § 4. Ms. Naidu and other aggrieved employees are not paid for all hours worked due to Defendant’s timekeeping and compensation practices.

Meal Period Violations

As alleged above, Defendant fails to provide Ms. Naidu and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. Specifically, due to Defendant’s policies and practices, Ms. Naidu and other Aggrieved Employees did not take a duty-free 30-minute meal period. As a result, Ms. Naidu and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experience a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although Ms. Naidu and other Aggrieved Employees are not provided with all legally-compliant meal periods to which they are entitled, Defendant fails to compensate Ms. Naidu and other Aggrieved Employees with the required meal period premium for each workday in which they experience a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also fails to authorize and permit Ms. Naidu and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As alleged above, Defendant’s rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, as a result of the work demands imposed by Defendant, Defendant does not authorize and permit all rest periods. As a result, Ms. Naidu and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they are not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

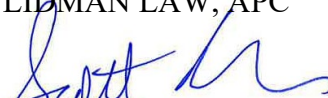
Defendant knowingly and intentionally, as a matter of uniform practice and policy, fails to furnish Ms. Naidu and other Aggrieved Employees with accurate and complete, itemized wage statements that include, among other requirements, all minimum and overtime wages earned, meal and rest period premiums, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Ms. Naidu and other aggrieved employees with complete and accurate, itemized wage statements results in actual injury, as said failures lead to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Ms. Naidu will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Naidu's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Naidu and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Naidu and other aggrieved employees;
- c) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Naidu and other aggrieved employees;
- d) Defendant violated Labor Code § 226 by failing to furnish Ms. Naidu and other aggrieved employees with accurate and compliant itemized wage statements;
- e) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Naidu and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC


Scott M. Lidman