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ELECTRONICALLY FILED
3/18/2025 11:27 AM
Kern County Superior Court
By Alexandra Valles, Deputy

Attorneys for Plaintiff ALONDRA RAMIREZ CHAIDEZ,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF KERN

ALONDRA RAMIREZ CHAIDEZ, individually
and on behalf of all others similarly situated,

Case No. BCV-25-100982

COMPLAINT

Plaintiff(s),

**1. Failure to Provide Compliant Meal
Breaks**

v.

**2. Failure to Provide Complaint Rest
Breaks**

ABC PHONES OF NORTH CAROLINA INC;
and DOES 1 through 100,

3. Failure to Pay All Hours Worked

4. Failure to Pay All Overtime Owed

Defendant(s).

**5. Failure to Reimburse Work-Related
Expenses**

6. Wage Statement Violation

7. Waiting Time Penalties

8. Violation of Unfair Competition

9. Private Attorneys General Act

10. Wrongful Termination

RELEVANT PARTIES

1. Plaintiff Alondra Ramirez Chaidez ("Plaintiff") is an adult resident of Kern County, California, and was at all times relevant residing in Kern County, California.

2. Defendant ABC Phones of North Carolina Inc ("Defendant") is a North Carolina Corporation with its principal place of business located in Raleigh, North Carolina. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

1 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
2 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
3 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
4 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
5 informed and believes, and based on such information and belief alleges, that each of the fictitiously
6 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
7 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
8 and Doe Defendants are collectively referred to as “Defendants”.

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in Kern County because the acts and omissions that give rise to
11 Plaintiff’s claims took place in Kern County, and Defendants transact substantial business in this
12 County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
14 alleged herein occurred in Kern County, California and Plaintiff suffered damages from such
15 conduct within Kern County, California.

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants from October 2020 to July 16, 2024.

19 8. On or about June 1, 2024, Plaintiff experienced a family emergency and requested Paid
20 Time Off (PTO) from June 1, 2024, to June 16, 2024.

21 9. When Plaintiff’s manager, Morgan Chanel, was unavailable, Plaintiff contacted her district
22 manager, Thomas Edwards, who approved her PTO request. Plaintiff received messages and emails
23 from Thomas Edwards confirming the approval of her PTO.

24 10. When Plaintiff’s approved PTO period ended, she texted her manager, Morgan Chanel,
25 asking when her schedule would be updated so she could return to work. Morgan Chanel responded
26 that she was "working on it" without indicating any issues with Plaintiff’s employment status.

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1 11. On or about July 16, 2024, before Plaintiff could return to work, she received a call from
2 Kathy Harris from Human Resources informing her that she was "no longer needed in the
3 company" because Morgan Chanel was "not comfortable" with Plaintiff working with her anymore
4 due to Plaintiff not getting the PTO request directly from Morgan Chanel.

5 12. Despite being terminated, Defendant sent Plaintiff a "Notice to Employee as to Changing a
6 Relationship" document stating that Plaintiff had resigned, which was false as Plaintiff did not
7 resign.

8 13. Plaintiff did not sign this document.

9 14. Plaintiff is now being denied unemployment benefits because Defendant is falsely claiming
10 that she quit when in fact she was terminated.

11 15. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff was
12 required to remain on duty during meal breaks. Despite not being provided with compliant meal
13 breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of
14 pay.

15 16. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was
16 required to remain on call, on duty, and on premises during rest breaks. Despite not being provided
17 with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at
18 Plaintiff's regular rate of pay.

19 17. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to
20 clock-off for meal breaks, but were required to continue working due to understaffing. As a result,
21 Plaintiff is owed 30 minutes of unpaid time per worked per shift.

22 18. Defendants failed to pay Plaintiff all overtime owed because Plaintiffs usually worked 8
23 hours in a day and 40 hours in a week and thus any unpaid time was necessarily overtime.

24 19. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
25 required to purchase work uniforms in order to perform their work duties, but Defendants did not
26 reimburse Plaintiff for these expenses.

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20. Defendants failed to provide Plaintiff with accurate wage statements because the wage statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other things.

21. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

PAGA ALLEGATIONS

22. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

23. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

24. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

25. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

26. On October 11, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

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1 27. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 28. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to October 11, 2024, through
6 final disposition of this action.”

7
8 **FIRST CAUSE OF ACTION**

9 **Failure to Provide Compliant Meal Periods**

10 **By Plaintiff Against All Defendants**

11 29. Plaintiff incorporates by reference the paragraphs above.

12 30. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
13 employee for a work period of more than five hours per day without providing the employee with a
14 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
15 without providing the employee with a second meal period of not less than 30 minutes”.

16 31. An employer provides compliant meal breaks to its employees “if it relieves its employees
17 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
18 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
19 1004, 1040 (2012)).

20 32. Not only must an employer affirmatively relieve its employees of all duty during their meal
21 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
(*Brinker*, supra).

22 33. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

23 34. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
24 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
25 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
26 11 Cal. 5th 858 (2021)).

27 35. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
28 break was missed.

1 36. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
2 penalties, attorney fees, and costs.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Compliant Rest Periods**

5 **By Plaintiff Against All Defendants**

6 37. Plaintiff incorporates by reference the paragraphs above.

7 38. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
8 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
9 per four hours or major fraction thereof.

10 39. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
11 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
12 5th 257, 269 (2016)).

13 40. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

14 41. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
15 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
16 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
17 11 Cal. 5th 858 (2021)).

18 42. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
19 break was missed.

20 43. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
21 penalties, attorney fees, and costs.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Pay for All Hours Worked**

24 **By Plaintiff Against All Defendants**

25 44. Plaintiff incorporates by reference the paragraphs above.

26 45. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
27 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
28 40 hours in a workweek.

1 46. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

2 47. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
3 penalties, attorney fees, and costs.

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay All Overtime Owed**

6 **By Plaintiff Against All Defendants**

7 48. Plaintiff incorporates by reference the paragraphs above.

8 49. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
9 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
10 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
11 one-half times the regular rate of pay for an employee.”

12 50. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

13 51. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
14 interest, penalties, attorney fees, and costs.

15 **FIFTH CAUSE OF ACTION**

16 **Failure To Reimburse Work-Related Expenses**

17 **By Plaintiff Against All Defendants**

18 52. Plaintiff incorporates by reference the paragraphs above.

19 53. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
20 all necessary expenditures or losses incurred by the employee in direct consequence of the
21 employee's discharge of his or her duties.

22 54. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

23 55. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
24 attorney fees, and costs.

25 **SIXTH CAUSE OF ACTION**

26 **Wage Statement Penalties**

27 **By Plaintiff Against All Defendants**

28 56. Plaintiff incorporates by reference the paragraphs above.

1 57. Labor Code section 226(a) requires employers to provide itemized wage statements to its
2 employees that identify accurate information regarding their compensation. Defendants, as a matter
3 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
4 statements to Plaintiff in violation of Labor Code section 226(a).

5 58. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
6 and incomplete.

7 59. Defendants knowingly and intentionally issued wage statements that were inaccurate and
8 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
9 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

10 60. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
11 costs.

12 **SEVENTH CAUSE OF ACTION**

13 **Waiting Time Penalties**

14 **By Plaintiff Against All Defendants**

15 61. Plaintiff incorporates by reference the paragraphs above.

16 62. Labor Code sections 201 and 202 require that an employer provide an employee with all
17 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
18 employee's resignation.

19 63. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
20 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
21 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
22 thirty days.

23 64. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
24 conclusion of employment.

25 65. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
26 and costs.

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1 **EIGHTH CAUSE OF ACTION**

2 **Violation of Unfair Competition Law**

3 **By Plaintiff Against All Defendants**

4 66. Plaintiff incorporates by reference the paragraphs above.

5 67. Defendants' conduct described herein constitutes unfair competition.

6 68. Specifically, Defendants have gained an unfair advantage over other similarly situated
7 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
8 owed.

9 69. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
10 wrongfully withheld wages.

11 70. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

12 **NINTH CAUSE OF ACTION**

13 **Private Attorneys General Act**

14 **By Plaintiff and the Aggrieved Employees Against All Defendants**

15 71. Plaintiff incorporates by reference the paragraphs above.

16 72. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
17 violation(s) of the Labor Code.

18 73. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

19 74. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
20 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
21 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

22 75. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
23 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
24 the penalties in Labor Code section 2699 apply.

25 76. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
26 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
27 sections 1197.1 and 2699 apply.

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1 77. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
3 sections 558, 1197.1, and 2699 apply.

4 78. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
5 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
6 and 2699 apply.

7 79. With respect to violations of Labor Code section 203 for failure to pay all wages due to
8 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
9 Labor Code section 2699 apply.

10 80. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
11 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
12 apply.

13 81. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
14 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
15 the manner alleged herein.

16 82. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
17 to Labor Code section 2699(g).

18 **TWELFTH CAUSE OF ACTION**

19 **Wrongful Termination in Violation of Public Policy**

20 **By Plaintiff Against All Defendants**

21 83. Plaintiff incorporates by reference the paragraphs above.

22 84. At all times mentioned in this complaint, it was a fundamental policy of the State of
23 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
24 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
25 engagement in protected activity.

26 85. Based on the actions described above, Defendants terminated Plaintiff for engaging in
27 protected activity.

28 86. Defendants actions were in violation of California Public Policy.

1 87. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
2 will continues to suffer damages, as stated below.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

5 First Cause of Action

- 6 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 7 2. Interest
- 8 3. Attorneys' fees
- 9 4. Costs
- 10 5. Other relief the court deems proper

11 Second Cause of Action

- 12 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 13 2. Interest
- 14 3. Attorneys' fees
- 15 4. Costs
- 16 5. Other relief the court deems proper

17 Third Cause of Action

- 18 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
- 19 2. Liquidated damages
- 20 3. Interest
- 21 4. Attorneys' fees
- 22 5. Costs
- 23 6. Other relief the court deems proper

24 Fourth Cause of Action

- 25 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
- 26 2. Interest
- 27 3. Attorneys' fees
- 28 4. Costs

1 5. Other relief the court deems proper

2 Fifth Cause of Action

3 1. Reimbursement of all work-related expenses

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 Sixth Cause of Action

8 1. Penalties pursuant to Labor Code section 226

9 2. Attorneys' fees

10 3. Costs

11 4. Other relief the court deems proper

12 Seventh Cause of Action

13 1. Penalties pursuant to Labor Code section 203

14 2. Attorneys' fees

15 3. Costs

16 4. Other relief the court deems proper

17 Eighth Cause of Action

18 1. Restitution of all wrongfully withheld wages

19 2. Attorneys' fees

20 3. Costs

21 4. Other relief the court deems proper

22 Ninth Cause of Action

23 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

24 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
25 violate the California Labor Code in the manner alleged herein

26 3. Attorneys' fees

27 4. Costs

28 5. Other relief the court deems proper

1 Tenth Cause of Action

- 2 1. Back pay and front pay
- 3 2. Interest on the above amounts
- 4 3. Compensatory damages
- 5 4. Punitive damages
- 6 5. Attorneys' fees
- 7 6. Costs
- 8 7. Other relief the court deems proper
- 9

10 DATED: March 18, 2025

FRONTIER LAW CENTER

11 /s/ Daniel Ginzburg

DANIEL GINZBURG

12 Attorney for Plaintiff

13 ALONDRA RAMIREZ CHAIDEZ,

14 individually and on behalf of all

15 others similarly situated

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