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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By S. Ruiz, Deputy Clerk

Attorneys for Plaintiff,
STONISHA JACKIE STARNES

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

STONISHA JACKIE STARNES, an
individual,

Plaintiff,

vs.

GIANT STEPS TRAINING
PROGRAMS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24STCV32480

COMPLAINT FOR:

- 1. VIOLATION OF *Cal. Lab. Code* §1102.5 (WHISTLEBLOWER STATUTE);**
- 2. WRONGFUL TERMINATION IN VIOLATION OF CAL. LABOR CODE §98.6;**
- 3. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 4. FAILURE TO PAY OVERTIME WAGES DUE (*Cal. Labor Code* §§ 510, 1194, 1198; IWC Wage Order No. 15);**
- 5. FAILURE TO PAY MINIMUM WAGES (*Cal. Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 15);**
- 6. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (*Cal. Labor Code* §§ 226.7, 512; IWC Wage Order No. 15)**
- 7. FAILURE TO PROVIDE REST PERIODS (*Cal. Labor Code* § 226.7; IWC Wage Order No. 15);**
- 8. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (*Cal. Labor Code* §226; IWC Wage Order No. 15);**
- 9. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION (*Cal. Labor Code* §§201-203);**

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10. FAILURE TO REIMBURSE BUSINESS
EXPENSES (Cal. *Labor Code* §2802);
11. FAILURE TO PROVIDE UNIFORM
MAINTENANCE ALLOWANCE
12. FAILURE TO ALLOW INSPECTION
OF EMPLOYMENT RECORDS (Cal.
Labor Code §1198.5); and
13. UNFAIR COMPETITION (Cal. *Bus. &*
Prof. Code §§17200 *et seq.*)

DEMAND FOR A JURY TRIAL

Stonisha Jackie Starnes (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Labor Code §§ 98.6 and 1102.5, *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*, and the rules, regulations and directives implementing those statutes.

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in Los Angeles County and because Defendant Giant Steps Training Program, Inc. owned and operated their business in Los Angeles County.

II. PARTIES

3. At all times relevant hereto, Plaintiff Stonisha Jackie Starnes (hereinafter “Plaintiff”) was an individual over age 18 and a resident of Los Angeles County, California.

4. Plaintiff is informed and believes and thereon alleges that at all times material hereto, Defendant Giant Steps Training Programs, Inc. (“GSTP” or “Defendant”), has been, and is a California corporation, with a principal place of business at 2401 Lake Avenue, Altadena, CA 91001. At all times material hereto, GSTP has been, and is, a physical and mental disability services provider.

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1 5. Plaintiff was employed at GSTP as a Trainer, which is essentially a caregiver.
2 Plaintiff is informed and believes and thereon alleges that at all times material hereto GSTP has
3 been authorized to do business and has been doing business in the State of California.

4 6. Plaintiff is informed and believes and thereon alleges, that at all times relevant
5 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or
6 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
7 herein alleged, were acting within the course and scope of such agency or employment, and
8 with the approval and ratification of each of the other Defendants.

9 7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
10 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
11 fictitious names and capacities. Plaintiff will amend her Complaint to show their true names
12 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
13 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
14 individual person who owned, controlled, or managed the business for which Plaintiff worked
15 and/or who directly or indirectly exercised operational control over the working conditions of
16 Plaintiff. These DOE Defendants held ownership, officer, director and/or executive positions
17 with the remaining Defendants, and acted on behalf of the remaining Defendants, which
18 included decision-making responsibility for, and establishment of, retaliation and wage and
19 hour violations, for Defendants which have damaged Plaintiff. Therefore, Does 1 through 100,
20 in addition to the remaining Defendants, are “employers” as a matter of law and are liable on
21 the causes of action alleged herein.

22 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
23 through 100 are, and at all times relevant hereto were, persons, corporations or other business
24 entities organized and existing under and by virtue of the laws of the State of California, and
25 are/were qualified to transact and conduct business in the State of California, and did transact
26 and conduct business in the State of California, and are thus subject to the jurisdiction of the
27 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
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1 employ persons, conduct business and engage in retaliation and wage and hour violations in the
2 County of Los Angeles.

3 9. Plaintiff is further informed and believes, and thereon alleges, that each of the
4 fictitiously named Defendants aided and assisted the named Defendants in committing the
5 wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each
6 Defendant.

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8 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
9 **ACTION**

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11 **Employment Information**

12 10. Plaintiff was an employee of GSTP since in or about June 2018 and was
13 wrongfully terminated in or about January 2024. Plaintiff helped disabled and mentally
14 patients in their homes with daily living activities.

15 11. Throughout her employment with GSTP, Plaintiff worked 4 days per week, 8 or
16 more hours per day. Plaintiff earned \$16.00 hour.

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18 **Whistleblowing Retaliation and Wrongful Termination**

19 12. Plaintiff worked as a caregiver in private residences.

20 13. On one occasion, Plaintiff went to pick up her patient from the day care program
21 and was forced to wait for 15 minutes, until she was told that the patient's mother picked him
22 up.

23 14. In or about 2021, Plaintiff had a dispute with GSTP concerning reporting time
24 pay and bypassed her manager, Valerie Valadez's, authority to get reporting time paid.

25 15. Thereafter, Valerie began targeting Plaintiff.

26 16. Also, Plaintiff had \$5.00 deducted from her paycheck and was told she would be
27 reimbursed. However, Plaintiff never saw the reimbursement included in her pay.

28 17. Further, Plaintiff complained at least 3 times about errors in her pay.

1 18. Additionally, Plaintiff reported errors of Valerie's concerning patients not
2 receiving needed medication and after the third report Plaintiff noticed the medication had
3 been doubled. Thereafter, Plaintiff emailed the Human Resources Department ("HR"), Valerie
4 and the CEO regarding the double dose.

5 19. Plaintiff was initially told that there was no medication error, but later in an in-
6 person meeting was informed there was a medication error. Nonetheless, Plaintiff was
7 removed from the care of that patient.

8 20. In or about 2022, after the pandemic, Plaintiff was required to drive her patient
9 from the day program to her home in her own vehicle. GSTP did not reimburse Plaintiff for
10 mileage. As a result, Plaintiff complained verbally to Valerie.

11 21. Thereafter, when Plaintiff had car trouble, Valerie wrote Plaintiff up and gave
12 her points for her absence based on GSTP's purported attendance policy.

13 22. Plaintiff bypassed Valerie and reported the issue to HR and was informed that
14 GSTP did not have an attendance policy.

15 23. Plaintiff asked Maria Doe to transfer her to another job at GSTP. Maria Doe
16 found a job in the office for Plaintiff, but Valerie objected.

17 24. Prior to December 2023, GSTP sent out a notice that there were going to be
18 layoffs due to the financial hardship of GSTP.

19 25. Valerie sent Plaintiff a text confirming that Plaintiff was not going to be laid off.

20 26. During the last week of December 2023, Maria assigned Plaintiff to a patient
21 who required total care and necessitated 2 caregivers.

22 27. Plaintiff complained when GSTP failed to assign a second caregiver and
23 Plaintiff was forced to care for the patient alone.

24 28. Thereafter, on or about January 7, 2024, Maria and Valerie wrongfully
25 terminated Plaintiff. No one else at GSTP was terminated at that time.

26 29. As a result of the wrongful retaliation, Plaintiff suffered emotional distress.

27 30. GSTP's wrongful termination of Plaintiff was in retaliation for her complaints
28 about wage and hour violations and patient safety issues.

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FIRST CAUSE OF ACTION

**(Violation of Cal. Lab. §1102.5 et seq.; Whistleblower Retaliation Statute– By Plaintiff
Against Defendant Does 1 through 100)**

44. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

45. During the entire period of Plaintiff’s employment, Plaintiff voiced numerous concerns about patient safety issues. Plaintiff had reasonable cause to believes he was reporting violations of law in each of these instances. In fact, they were actual violations of law as detailed above, so her reasonable belief was also true.

46. Plaintiff was a whistleblower pursuant to Cal. Labor Code § 1102.5, as Plaintiff engaged in protected activities, as alleged in this Complaint.

47. Defendant retaliated against Plaintiff for complaining about the foregoing violations of state law by wrongfully terminating her in violation of Cal. Lab. Code §1102.5. Plaintiff’s complaints about the patient safety issues were the basis for GSTP’s acts of retaliation.

48. By the acts herein alleged and in violation of Cal. Lab. Code §1102.5, Defendant GSTP adopted and enforced rules, regulations and policies preventing Plaintiff from disclosing information to government and law enforcement agencies, when Plaintiff had reasonable cause to believe that Defendant GSTP was in violation of California law.

49. The aforesaid acts and conduct of Defendant GSTP, has caused Plaintiff to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, attorneys’ fees, and other pecuniary loss according to proof at trial.

50. The aforesaid acts and conduct of Defendant GSTP have caused plaintiff to suffer special damages, including but not limited to, emotional distress, pain and suffering fear, stress, anxiety and humiliation.

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1 51. As a direct and proximate result of the conduct of the acts of Defendant GSTP,
2 Plaintiff has suffered emotional anguish and distress, loss of income and benefits, and other
3 special and general damages, according to proof at trial.

4 52. In doing the things herein alleged, the conduct of Defendant GSTP was
5 despicable and Defendant acted towards Plaintiff with malice, oppression, fraud, and with a
6 willful and conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive damages
7 according to proof at trial.

8 53. As a result of the retaliatory acts of Defendant GSTP, as alleged herein,
9 Plaintiff is entitled to reasonable attorneys' fees and costs of suit as specifically provided in
10 California Code of Civil Procedure § 1021.5.

11 **SECOND CAUSE OF ACTION**

12 **(Wrongful Termination in Violation of Cal. Lab. §98.6– By Plaintiff Against**
13 **Defendant Does 1 through 100)**

14 54. Plaintiff realleges and incorporates by reference all of the allegations set forth in
15 this Complaint.

16 55. Labor Code §98.6 prohibits retaliation against employees or job applicants from
17 filing a claim relating to rights under the jurisdiction of the Labor Commissioner or for
18 otherwise exercising rights under the Labor Code.

19 56. This cause of action is based upon California Labor Code §98.6 which provides
20 that no person shall discharge an employee or in any manner discriminate against any employee
21 or applicant for employment for a bona fide complaint or claim as covered by the California
22 Labor Code.

23 57. In accordance with California Labor Code § 1102.5, Plaintiff exercised her
24 rights to report various wage and hour violations.

25 58. As alleged above, Plaintiff is informed, believes and based thereon alleges that
26 Defendant GSTP retaliated against Plaintiff in violation of California Labor Code §98.6 (a)
27 because she exercised her right to report Defendant's wage and hour violations.
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1 59. Defendant subjected Plaintiff to an adverse employment action by terminating
2 her in or about January 2024, in retaliation for her complaints concerning wage and hour
3 violations.

4 60. As a direct, foreseeable, and proximate result of the conduct of Defendant,
5 Plaintiff has suffered, and continues to suffer loss of earnings, plus expenses incurred in
6 obtaining substitute employment, loss of job security, all to her damage in a sum to be
7 ascertained according to proof.

8 61. As a further direct and proximate result of Defendant's unlawful retaliation,
9 Plaintiff has suffered severe emotional distress, in a sum within the jurisdiction of this Court, to
10 be ascertained according to proof

11 62. Plaintiff is informed, believes, and based thereon, alleges that the outrageous
12 conduct of Defendant described above, in this cause of action, was done with oppression and
13 malice by Defendant and was ratified by those other individuals who were managing agents of
14 Defendant GSTP. These unlawful acts were further ratified by the Defendant GSTP and done
15 with a conscious disregard for Plaintiff's rights and with the intent, design and purpose of
16 injuring Plaintiff. By reason thereof, Plaintiff is entitled to punitive or exemplary damages
17 against Defendant for their acts as described in this cause of action in a sum to be determined at
18 the time of trial.

19 63. Pursuant to California Labor Code §98.6 (b)(3), GSTP is liable for civil
20 penalties up to \$10,000 per violation due to its violation of California Labor Code §98.6.

21 64. As a result of the retaliatory acts of Defendant, as alleged herein, Plaintiff is
22 entitled to reasonable attorneys' fees and costs of suit as specifically provided in California
23 Code of Civil Procedure § 1021.5.

24 **THIRD CAUSE OF ACTION**

25 **(Wrongful Termination in Violation of Public Policy– By Plaintiff Against**
26 **Defendant GSTP Does 1 through 100)**

27 65. Plaintiff realleges and incorporates by reference all of the allegations set forth in
28 this Complaint.

1 66. Pursuant to *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167 and *Hentzel*
2 *v. Singer Co.* (1982) 138 Cal. App. 3d 290, 301-02, 305, an employee or ex-employee may sue
3 his or her employer for wrongful termination in violation of public policy as a consequence of
4 that employee seeking to enforce California and federal laws, and when the employer, as a
5 consequence, terminates the employee from employment. Furthermore, Labor Code section
6 1102.5 and *Lujan v. Minagar* (2004) 124 Cal. App. 4th 1040, authorize Plaintiff to sue GSTP
7 for wrongful termination in violation of public policy as a result of the retaliatory conduct
8 undertaken by Defendant GSTP against Plaintiff.

9 67. Labor Code § 98.6 prohibits termination of employment in retaliation for
10 complaining about wage and hour violations.

11 68. Further, as alleged above, Plaintiff made numerous reports concerning patient
12 safety issues and was wrongfully terminated as a result thereof.

13 69. Plaintiff complained that GSTP was not properly dispensing medication to
14 patients and was terminated shortly thereafter.

15 70. GSTP wrongfully terminated Plaintiff's employment because of Plaintiff's
16 reports of patient safety issues and wage and hour violations, in violation of public policy
17 expressed in California law including, but not limited to, Cal. Lab. Code §§ 98.6 and 1102.5.

18 71. As a proximate result of this wrongful termination in violation of public policy,
19 Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe
20 emotional distress, worry, fear, and special damages (to include lost wages) all to Plaintiff's
21 special and general damage according to proof at the time of trial.

22 72. GSTP did the things hereinabove alleged, intentionally, oppressively, and
23 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in
24 Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought
25 not to be suffered by any member of the community.

26 73. All actions of GSTP were known, ratified and approved by the officers or
27 managing agents of GSTP. Therefore, Plaintiff is entitled to punitive or exemplary damages
28 against the GSTP, in an amount to be determined at the time of trial.

1 **FOURTH CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages Due in violation of Labor Code §§510, 1194, 1198 and**
3 **Wage Order No. 15 By Plaintiff Against Defendant and Does 1-100)**

4 74. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 75. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
7 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 15, Defendant was required to
8 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
9 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
10 hours on the seventh (7th) consecutive day of any work week.

11 76. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
12 who had not been paid overtime compensation could recover the unpaid balance of the full
13 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
14 fees and costs of suit.

15 77. California Labor Code section 1198 provides,

16 The maximum hours of work and the standard conditions of labor fixed by the
17 commission shall be the maximum hours of work and the standard conditions
18 of labor for employees. The employment of any employee for longer hours than
19 those fixed by the order or under conditions of labor prohibited by the order is
20 unlawful.

21 78. Pursuant to IWC Wage Order No. 15-2001, § 3, "Employment beyond eight (8)
22 hours in any workday is permissible provided the employee is compensated for such overtime
23 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
24 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
25 workday..."

26 79. California Labor Code section 558 provides in pertinent part:

27 (a) Any employer or other person acting on behalf of an employer who
28 violates, or causes to be violated, a section of this chapter or any
provision regulating hours and days of work in any order of the

1 Industrial Welfare Commission shall be subject to a civil penalty as
2 follows:

3 (1) For any initial violation, fifty dollars (\$50) for each underpaid
4 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

5 (2) For each subsequent violation, one hundred dollars (\$100) for each
6 underpaid employee for each pay period for which the employee was
7 underpaid in addition to an amount sufficient to recover underpaid
wages.

8 (3) Wages recovered pursuant to this section shall be paid to the affected
9 employee...

10 (c) The civil penalties provided for in this section are in addition to any
other civil or criminal penalty provided by law.

11 80. Plaintiff worked 8 or more hours per day, 4 days per week. Throughout
12 Plaintiff's employment, Defendant failed and refused to properly pay overtime time
13 compensation to Plaintiff as required by law. Plaintiff engaged in pre-shift off the clock
14 activities. Defendant did not allow Plaintiff to clock in for her shift at the scheduled time she
15 arrived. Instead, Plaintiff was only able to clock in for her shift once her client got into her car.

16 81. Employers must compensate non-exempt employees for "off-the-clock" work
17 (before punching in or after punching out on a time clock) if the employers knew or should
18 have known that the employees were working those hours. *Morillion v. Royal Packing Co.*
19 (2000) 22 Cal. 4th 575, 585.

20 82. Plaintiff was not compensated for her pre-shift off the clock work.

21 83. The foregoing overtime compensation is owed and unpaid. As a direct and
22 proximate result of Defendant's failure and refusal to pay overtime time, Plaintiff suffered
23 damages in the amount of at least \$73,728.00, according to proof at trial.

24 84. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime wages
25 against employers and those individuals acting in their behalf. Plaintiff requests that this Court
26 assess said penalty against Defendant in an amount to be proven at trial.

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85. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover her attorneys' fees, costs and interest.

FIFTH CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order No. 15– By all Plaintiff Against Defendant Does 1 through 100)

86. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

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

88. Here, Plaintiff was not paid minimum wages due to Defendant's failure to afford Plaintiff meal/rest breaks.

89. *Labor Code* § 1194 provides, in part, that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

90. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for the time associated with the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*,

1 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
2 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
3 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
4 (N.D. Cal. 2016).

5 91. Plaintiff suffered and continued to suffer losses related to the use and
6 enjoyment of compensation due and owing to her as a direct result of Defendant's unlawful
7 acts and Labor Code violations in an amount to be shown according to proof at trial.

8 92. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
9 wages against employers and those individuals acting on their behalf. Plaintiff requests that
10 this Court assess said penalty against Defendant in an amount to be proven at trial.

11 93. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and
12 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendant
13 owes her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts
14 according to proof.

15 **SIXTH CAUSE OF ACTION**

16 **(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Wage Order** 17 **No. 15-- By Plaintiff Against Defendant and Does 1 through 100)**

18 94. Plaintiff realleges and incorporates by reference all of the allegations set forth in
19 this Complaint.

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

26 96. California Labor Code §1198 makes unlawful the employment of an employee
27 under conditions the IWC prohibits.
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1 97. IWC Wage Order No. 15 provides, in relevant part: "No employer shall employ
2 any person for a work period of more than five (5) hours without a meal period of not less than
3 30-minutes, except that when a work period of not more than six (6) hours will complete the
4 day's work the meal period may be waived by mutual consent of the employer and the
5 employee."

6 98. IWC Wage Order No. 15 further provides, in relevant part: "Unless the
7 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
8 considered an 'on duty' meal period and counted as time worked."

9 99. Section 512(a) of the California Labor Code provides, in relevant part, that:
10 An employer may not employ an employee for a work period of more than five
11 hours per day without providing the employee with a meal period of not less
12 than 30-minutes, except that if the total work period per day of the employee is
13 no more than six hours, the meal period may be waived by mutual consent of
14 both the employer and employee.

15 100. The Labor Code and Wage Order No. 15 provisions cited above require
16 California employers to provide employees with off-duty 30-minute meal periods on or before
17 the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make
18 employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their
19 shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on
20 or before the fifth hour of their shifts.

21 101. Plaintiff was routinely not afforded any meal breaks. Plaintiff was required to
22 continually address the concerns of her patients and was not able to take any meal breaks.

23 102. Defendant further violated IWC Wage Order No. 15 and Labor Code § 226.7 by
24 failing to pay one hour of compensation to Plaintiff at her individual and regular rate of pay for
25 each work day that the meal period was not provided, in an amount according to proof. This
26 amount remains owed and unpaid.

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103. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to recover wages due based on the deprivation of meal periods under Cal. Labor Code § 226.7(b).

104. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and is 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 IWC Wage Order No. 15.

SEVENTH CAUSE OF ACTION

(Failure to Provide Rest Breaks in Violation of Labor Code §226.7; IWC Wage Order No. 15– By Plaintiff Against Defendant and Does 1 through 100)

105. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

106. Labor Code § 226.7 and IWC Wage Order No. 15 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.

107. Labor Code § 226.7 and Wage Order No. 15 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.

108. Defendant has intentionally and improperly failed to afford Plaintiff rest periods in violation of Labor Code § 226.7 and Wage Order No. 15. Plaintiff was not afforded any rest periods because her patients could not be left unsupervised.

109. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

110. At all times relevant hereto, Defendant failed to provide rest periods as required by Labor Code § 226.7 and IWC Wage Order No. 15.

111. By virtue of Defendant's unlawful failure to afford rest periods, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to

1 Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained
2 according to proof at trial.

3 **EIGHTH CAUSE OF ACTION**

4 **(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code**
5 **§226– By Plaintiff Against Defendant and Does 1 through 100)**

6 112. Plaintiff realleges and incorporates by reference all of the allegations set forth in
7 this Complaint.

8 113. At all times relevant herein, Defendant issued payroll statements to Plaintiff
9 which violated Cal. Lab. Code §226(a), in that Defendant failed to properly and accurately
10 itemize the number of hours she worked at the effective regular rates of pay.

11 114. Defendant knowingly and intentionally failed to comply with Cal. Lab. Code
12 §226(a), causing damage to Plaintiff. These damages, including but not limited to costs
13 expended calculating her true hours worked, and the amount of employment taxes which were
14 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
15 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
16 violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal.
17 Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and
18 costs.

19 115. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
20 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

21 **NINTH CAUSE OF ACTION**

22 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By**
23 **Plaintiff Against Defendant Does 1 through 100)**

24 116. Plaintiff realleges and incorporates by reference all of the allegations set forth in
25 this Complaint.

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

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

119. Plaintiff was wrongfully terminated from Defendant's employ and Defendant willfully failed to pay Plaintiff wages due to her.

120. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day she was not timely paid, not to exceed 30 days' wages.

121. By willfully failing to pay Plaintiff for overtime, minimum wages and separate amounts owed for meal/rest periods not provided, as set forth above, in a timely manner as required by Cal. Lab. Code §§ 201 & 202, Defendant is liable to her for penalties pursuant to Cal. Lab. Code § 203, in an amount equal to 30 days of her per diem wage rate in an amount according to proof.

TENTH CAUSE OF ACTION

**(Failure to Reimburse Business Expenses in violation of Cal. Labor Code §2802 By
Plaintiff Against Defendant and Does 1 through 100)**

122. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

123. Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of her duties.

124. At all times relevant herein, Defendant was aware that Plaintiff was using her personal vehicle, but failed to indemnify Plaintiff for all her business-related expenses, including wear and tear expenses, in accordance with Labor Code § 2802.

125. At times, Plaintiff was reimbursed for her vehicle usage. However, other times she was not reimbursed. Between the 1st and 3rd of the month the app she used to obtain reimbursement would glitch and she was not able to login to obtain her mileage for those times.

126. As a result of Defendant's conduct, Plaintiff suffered damages in an amount, subject to proof, to the extent she was not reimbursed for all of her business-related expenses incurred in the discharge of her duties.

1 127. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover the full amount of
2 her unreimbursed business expenses, reasonable attorneys' fees and costs of suit, in an amount
3 according to proof at trial.

4 **ELEVENTH CAUSE OF ACTION**

5 **(Failure to Pay Uniform Maintenance Allowance in violation of Cal. Labor Code §2802**
6 **By Plaintiff Against Defendant and Does 1 through 100)**

7 128. Plaintiff realleges and incorporates by reference all of the allegations set forth in
8 this Complaint.

9 129. Under California law, if an employer requires non-exempt employees to wear a
10 uniform, the employer must pay for and maintain the uniform for the employee. Labor Code
11 §2802.

12 130. In addition to the cost of the uniform, the employer must provide non-exempt
13 employees with reasonable maintenance of the uniforms. The employer can either maintain the
14 uniform itself, or pay the employee a weekly maintenance allowance.

15 131. An employer may never impose a financial burden on employees, with respect
16 to purchasing or maintaining clothing, which would reduce the employees' wage rate below the
17 minimum wage.

18 132. Here, Plaintiff purchased clothing for her work, but was not reimbursed
19 therefor.

20 133. Defendant failed to reimburse Plaintiff for the necessary clothing she purchased
21 for work nor pay Plaintiff a weekly maintenance allowance.

22 134. As a proximate result of the aforementioned violations of § 2802, Plaintiff is
23 entitled to recovery from Defendant for reimbursement of necessary expenditures including
24 interest and attorneys' fees.

25 135. As a proximate result of the aforementioned violations of Labor Code § 2802,
26 Plaintiff has been damaged in an amount according to proof at the time of trial.

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28 //

1 **TWELFTH CAUSE OF ACTION**

2 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

3 **(Cal. Labor Code §1198.5 By Plaintiff Against Defendant and Does 1 through 100)**

4 136. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 137. California Labor Code Section 1198.5 provides:

7 (a) Every current and former employee, or his or her representative, has the right
8 to inspect and receive a copy of the personnel records that the employer
9 maintains relating to the employee's performance or to any grievance concerning
10 the employee.

11 (b) The employer shall make the contents of those personnel records available
12 for inspection to the current or former employee, or his or her representative, at
13 reasonable intervals and at reasonable times, but not later than 30 calendar days
14 from the date the employer receives a written request, unless the current or
15 former employee, or his or her representative, and the employer agree in writing
16 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
17 date does not exceed 35 calendar days from the employer's receipt of the written
18 request to inspect the records. Upon a written request from a current or former
19 employee, or his or her representative, the employer shall also provide a copy of
20 the personnel records,... later than 30 calendar days from the date the employer
21 receives the request...

22 (k) If an employer fails to permit a current or former employee, or his or her
23 representative, to inspect or copy personnel records within the times specified I
24 this section... the current or former employee may recover a penalty of seven
25 hundred fifty dollars (\$750) from the employer.

26 (l) A current or former employee may also bring an action for injunctive relief
27 to obtain compliance with this section, and may recover costs and reasonable
28 attorney's fees in such an action.

138. Additionally, pursuant to IWC Wage Order No. 15, at section 7 re: Records, employers are required to keep accurate payroll records on each employee, and such records must be made readily available for inspection by the employee upon reasonable request. The employer must also maintain accurate production records.

139. On or about December 9, 2024, Plaintiff 's counsel issued a written request to Defendant for copies of her personnel records.

140. Under California Labor Code Sections 226, 432 and 1198.5, such records were to include all records relating to Plaintiff's hours worked, wage statements and compensation. Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of her records.

141. As a direct result and consequence of Defendant's failure and refusal to permit Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750 based upon Defendant's violation of §1198.5.

THIRTEENTH CAUSE OF ACTION

(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code §17200 et seq.— By Plaintiff Against Defendant Does 1 through 100)

142. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

143. California Business & Professions Code § 17200 et seq. prohibits acts of unfair competition, which shall mean and include any "unlawful and unfair business practices."

144. Defendant's conduct as alleged herein has been and continues to be unfair, unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this suit for restitution.

1 145. The payment of overtime, minimum wages, affording of meal/rest breaks,
2 paying all wages due on termination, issuing accurate wage statements, reimbursing business
3 expenses, providing a uniform maintenance allowance, and providing employment records are
4 fundamental public policies of the State of California. It is also the public policy of this State to
5 enforce minimum labor standards, to ensure that employees are not required or permitted to
6 work under substandard and unlawful conditions, and to protect those employers who comply
7 with the law from losing competitive advantage to other employers who fail to comply with
8 labor standards and requirements.

9 146. Defendant failed to pay Plaintiff for overtime, minimum wages, allow Plaintiff
10 to take meal/rest breaks, to pay all wages due on termination, to issue accurate wage
11 statements, reimburse business expenses, provide a uniform maintenance allowance and to
12 provide her employment records.

13 147. During the applicable limitations period, Defendant violated Plaintiff's rights
14 under the above-referenced Labor Code sections by failing to pay for overtime, minimum
15 wages, meal/rest breaks not afforded in violation of *Labor Code* §§ 226.7 and 203, 226, as a
16 result of not correctly calculating her regular rate of pay to include all applicable remuneration,
17 including, but not limited to, overtime, minimum wages and premium pay for improper
18 meal/rest break.

19 148. Through the conduct alleged herein, Defendant acted contrary to these public
20 policies and has thus engaged in unlawful and/or unfair business practices in violation of
21 Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and
22 privileges guaranteed to employees under California law.

23 149. Defendant regularly and routinely violated the following statutes and regulations
24 with respect to Plaintiff:

25 *Cal. Labor Code* §§ 510, 511, 558, 1198 and 1194 and IWC Wage Order No. 15
26 as amended (failure to pay overtime);

27 *Cal. Labor Code* § 1197 and IWC Wage Order No. 15 (failure to pay minimum
28 wages);

1 6. For compensatory damages in the amount of Plaintiff's out of pocket vehicle
2 expenses and/or reimbursement of monies incurred while performing Defendant's business-
3 related duties plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.*
4 §2802(c), in an amount according to proof;

5 7. For compensatory damages in the amount of Plaintiff's out of pocket expenses
6 for purchase of uniforms, plus interest, costs and attorneys' fees pursuant to *Cal. Code Civ.*
7 *Proc.* §2802(c);

8 8. For payment of unpaid wages in accordance with California labor and
9 employment law, in the amount of \$73,728.00;

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

11 10. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8,
12 according to proof;

13 11. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
14 § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the
15 total amount of days elapsed between the date of involuntary termination, and/or 72 hours after
16 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

17 12. For specific relief enforcing waiting time penalties of 30 days of per diem wages
18 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;

19 13. For injunctive relief requiring Defendant to comply with Labor Code
20 1198.5(b)(1);

21 14. For an award of restitution of wages to Plaintiff in an amount equal to the
22 amount of wages owed and unpaid, according to proof;

23 15. For prejudgment interest accrued on all due and unpaid overtime and minimum
24 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
25 1194(a), according to proof;

26 16. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2, to
27 Plaintiff in an amount equal to the wages unlawfully unpaid and interest thereon;

28

17. For compensatory damages for physical and emotional distress, according to proof:

18. For an award of consequential damages, according to proof;

19. For statutory penalties pursuant to *Cal. Lab. Code* §1102.5(f)(1) in the amount of at least \$10,000;

20. For statutory penalties pursuant to *Cal. Lab. Code* §98.6(b)(3) in the amount of at least \$10,000 per each violation;

21. For punitive and exemplary damages in a sum to be determined at trial;

22. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to Cal. *Labor Code* §1102.5(j) and Cal. Code of Civ. Proc. §1021.5;

23. For prejudgment interest, according to proof; and

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

DEMAND FOR JURY TRIAL

Plaintiff Stonisha Jackie Starnes hereby respectfully requests a trial by jury for all claims and issues raised in her Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: December 10, 2024

By:

Thomas H. Schelly
Attorneys for Plaintiff
Stonisha Jackie Starnes