

FILED
Superior Court of California
County of Los Angeles

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10 ANNICA PALACIO, individually, and on behalf of
similarly situated employees
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE**
14

15 ANNICA B. BOWEN, a.k.a. ANNICA
16 PALACIO, individually, and on behalf of
similarly situated employees,

17 Plaintiff,

18 v.

19 JEA SENIOR LIVING HEALTH &
20 WELFARE BENEFIT PLAN, LLC, a
Washington Limited Liability Company,
21 WILLOW SPRINGS MANAGEMENT CA,
LLC, a Delaware Limited Liability Company,
22 Blossom Grove, CA, LLC, a Delaware
Limited Liability Company, Empire Ranch
23 Alzheimer's Special Care Center, a business
entity form unknown, and DOES 1 -100,
24 inclusive,

25
26 Defendants.
27
28

Case No.

20STCV16887

[CLASS ACTION-UNLIMITED CASE]

CLASS ACTION COMPLAINT FOR:
MEAL AND REST PERIOD
VIOLATIONS; WAITING TIME
PENALTIES; FAILURE TO
PROVIDE ITEMIZED WAGE
STATEMENTS; UNFAIR
COMPETITION; AND PRIVATE
ATTORNEY GENERAL CLAIM FOR
RELIEF BASED ON CALIFORNIA
LABOR CODE SECTIONS 2698,
et.seq. AND VIOLATIONS OF THE
CALIFORNIA LABOR CODE

DEMAND FOR JURY TRIAL

1
2 Plaintiff Annica B. Bowen a.k.a. Annica Palacio (referred to herein as "Plaintiff"),
3 individually and on behalf of a class of similarly situated individuals, alleges as follows:

4 **INTRODUCTION**

5 1. This is a class action, pursuant to Code of Civil Procedure § 382, on behalf of
6 Plaintiff and all individuals who work or worked as care givers and were employed as non-
7 exempt employees of Defendants JEA Senior Living Health & Welfare Benefit Plan, LLC,
8 a Washington Limited Liability Company, Willow Springs Management CA, LLC, a
9 Delaware Limited Liability Company, Blossom Grove, CA, LLC, a Delaware Limited
10 Liability Company, and Empire Ranch Alzheimer's Special Care Center, a business entity
11 form unknown, in the State of California.

12 2. This is also a representative action brought pursuant to California Labor Code
13 Section 2698, *et.seq.*, known as the Labor Code Private Attorneys General Act of 2004
14 (hereinafter "PAGA").

15 3. The monetary relief, monetary penalties and other relief sought by plaintiff
16 exceed the minimal jurisdiction limits of the superior court and will be established
17 according to proof at trial.

18 4. This Court has jurisdiction over all defendants because, upon information and
19 belief, each party has sufficient minimum contacts in California, or otherwise intentionally
20 avails itself of the California market so as to render the exercise of jurisdiction over it by
21 the California courts consistent with traditional notions of fair play and substantial justice.

22 5. Venue is proper in this Court because Defendants are all foreign business
23 entities (organized in the State of Washington, or Delaware) which have not designated an
24 office in California as their principal place of business, and thus may be sued in any County
25 in the State.

26 6. Defendants all uniformly apply the same policies addressed herein to all
27 members of the putative class of non-exempt care givers.

28 7. Class Members were not given valid rest or meal breaks, were not paid

1 premium wages for breaks not provided to them, were not furnished with statutorily
2 prescribed itemized wage statements, and were not paid all wages owed to them at the
3 conclusion of their employment.

4 8. For at least four (4) years prior to the filing of this action and continuing to
5 the present, Defendants have had a consistent policy of requiring Class Members employed
6 within the State of California, including Plaintiff, to work (5) hours without an
7 uninterrupted meal period of at least thirty (30) minutes and failing to pay such employees
8 one (1) additional hour of pay at the employees' regular rate of compensation for each
9 workday that the meal period is not provided, or provided after five (5) hours, as required
10 by California law. Moreover, Defendants routinely refuse to furnish Class Members
11 statutorily prescribed rest breaks of ten minutes for each four hours worked and Defendants
12 fail and refuse to pay each employee one (1) additional hour of pay at the employee's
13 regular rate of pay for each workday that a rest break was not provided.

14 9. Defendants require Class Members to remain on site and in possession of
15 their communication devices during their breaks, thus establishing that all such meal and
16 rest breaks are unlawful.

17 10. For at least one (1) year prior to the filing of this action and continuing to the
18 present, Defendants failed to furnish to Class Members accurate itemized wage statements
19 reflecting the Class Members' earned wages, work periods, hours worked, and the hourly
20 value of their compensation.

21 11. For at least three (3) years prior to the filing of this action and continuing to
22 the present, Defendants failed to furnish to Class Members all wages due at the conclusion
23 of their employment.

24 12. Plaintiff, on behalf of herself and all Class Members, brings this action
25 seeking unpaid meal and rest period premiums, challenging the failure to furnish statutorily
26 prescribed meal and rest breaks, and seeking relief for wage statement related violations,
27 unpaid wages not paid at the conclusion of employment, penalties, injunctive and other
28 equitable relief, and reasonable attorneys' fees and costs.

1 13. Plaintiff was, at all times relevant herein, an employee of Defendants JEA
2 Senior Living Health & Welfare Benefit Plan, LLC, a Washington Limited Liability
3 Company, and Willow Springs Management CA, LLC, a Delaware Limited Liability
4 Company, and brings this action as a class action on behalf of herself and others similarly
5 situated, including those employed by all the named Defendants.

6 14. Defendants JEA Senior Living Health & Welfare Benefit Plan, LLC,
7 managed, owned, controlled and directed, at all times, Willow Springs Management CA,
8 LLC, and both defendants JEA Senior Living Health & Welfare Benefit Plan, LLC, and
9 Willow Springs Management CA, LLC, controlled the terms and conditions of Plaintiff's
10 employment and thus jointly employed Plaintiff.

11 15. Defendants Blossom Grove, CA, LLC, a Delaware Limited Liability
12 Company, and Empire Ranch Alzheimer's Special Care Center, a business entity form
13 unknown, are managed, owned, controlled and directed by defendant JEA Senior Living
14 Health & Welfare Benefit Plan, LLC, and all defendants are engaged in the same
15 misconduct challenged in this lawsuit.

16 16. Plaintiff, on behalf of herself, and all Class Members, pursuant to Business &
17 Professions Code §§ 17200-17208, and the other statutes referred to herein, in addition to
18 the other relief sought herein, also seeks injunctive relief, restitution, and disgorgement of
19 all benefits Defendants enjoyed from the unlawful conduct set forth in this Complaint.

20 **PARTIES**

21 17. Plaintiff is a resident of Redding, California.

22 18. Defendants JEA Senior Living Health & Welfare Benefit Plan, LLC, Willow
23 Springs Management CA, LLC, Blossom Grove, CA, LLC, and Empire Ranch Alzheimer's
24 Special Care Center, have not designed a principal place of business in California and
25 instead have their principal place of business in the State of Washington or Texas.

26 19. Defendants operate care centers at Folsom, Redding, and Redlands,
27 California.

28 20. Plaintiff and the Class Members are, and at all relevant times, were employed

1 by Defendants as non-exempt employees in connection with Defendants business
2 operations.

3 21. The true names and capacities of defendants sued as DOES 1 to 100,
4 inclusive, are unknown to Plaintiff at this time. Plaintiff will amend the Complaint when the
5 true names, identities, and/or capacities of said defendants become known to Plaintiff.

6 22. Plaintiff alleges that at all times mentioned herein, Defendants and the DOE
7 defendants, DOES 1 to 100, were the agents, employees, co-owners, or co-venturers of each
8 of their co-defendants, or are otherwise legally responsible for the acts alleged herein, and
9 in doing the things alleged in this Complaint, were acting within the course and scope of
10 that agency and employment, or other capacity, including, without limitation, as an
11 employer of Plaintiff and the Class Members.

12 23. At all times herein mentioned, defendants, and each of them, ratified each and
13 every act or omission complained of herein. At all times herein mentioned, defendants, and
14 each of them, aided and abetted the acts and omission of each and all the other defendants
15 in proximately causing the damages herein alleged.

16 24. Plaintiff is informed and believes, and thereon alleges, that each of said
17 defendants is in some manner intentionally, negligently, or otherwise responsible for the
18 acts, omissions, occurrences, and transactions alleged herein.

19 **FACTUAL BACKGROUND**

20 25. As stated above, Plaintiff and the Class who are no longer working for
21 Defendants, were not paid all wages owed, either within 72 hours after the end of their
22 employment, or for thirty (30) days after termination or resignation of their employment,
23 thus entitling them to premium wages under Labor Code § 203.

24 26. Plaintiff and the Class Members were regularly required to work in excess of
25 five (5) hours per day without being provided a thirty (30) minute meal period, and were
26 routinely required to work in excess of four (4) hours in each day without being provided
27 statutorily prescribed rest breaks.

28 27. Defendants require Class Members to remain on site and in possession of

1 their communication devices during their breaks, thus establishing that all such meal and
2 rest breaks are unlawful. Moreover, the communication devices which defendants furnished
3 (which Plaintiff and Class members were to monitor at all times) functioned on site and not
4 outside of the premises. Thus, as a practical matter Plaintiff and Class Members could not
5 leave the premises since their communication devices did not furnish outside the premises.

6 28. Defendants did not fully compensate Plaintiff and the Class for Defendants
7 failure to provide meal and rest periods during the liability period.

8 29. Defendants failed to pay one (1) hour of wages at the employee's regular rate
9 of compensation for each meal or rest period Defendants failed to provide. Defendants have
10 failed to comply with IWC Wage Order 4-2001 and/or 2-2001, and Labor Code Section 226
11 by failing to maintain time records showing when the employee begins and ends each work
12 period, meal periods, and total daily hours worked by itemizing in wage statements all
13 deductions from payment of wages and accurately reporting total hours worked and total
14 compensation earned as well as the rate of pay by Plaintiff and the members of the Class.

15 30. Plaintiff and the Class are covered by California Industrial Welfare Commission
16 Occupational Wage Order No. 2-2001, or 4-2001.

17 **CLASS ACTION ALLEGATIONS**

18 31. Plaintiff brings this action on her behalf, and on behalf of the class of all
19 persons similarly situated.

20 32. Plaintiff seeks to represent a class defined as follows: All persons who are
21 employed or have been employed by Defendants within the State of California as care
22 givers from four years prior to the filing of this action up to and including the entry of an
23 appropriate class certification order.

24 33. This action is maintainable by Plaintiff as a class action under Section 382 of
25 the Code of Civil Procedure because the questions of law and fact common to the Class
26 Members predominate over any questions affecting individual members and, on balance, a
27 class action is superior to other methods available for adjudicating the controversy. There
28 is a well-defined community of interest in the litigation and the Class is easily

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1 ascertainable.

2 a. Numerosity: The potential members of the Class as defined are so numerous that
3 the individual joinder of all members is impractical under the circumstances of this
4 case. Although the exact number of Class Members is unknown to Plaintiff at this
5 time, Plaintiff is informed and believes and thereon alleges that during the relevant
6 time period Defendant employed over 300 Class Members within the State of
7 California. Plaintiff alleges that Defendants' employment records will provide
8 information as to the precise number and location of all Class Members. Joinder of
9 all members of the Class is not practicable.

10 b. Commonality: The common questions are such that proof of a statement of facts
11 common to the members of the Class will entitle each member of the Class to the
12 relief requested in this Complaint. There are questions of law and fact presented
13 herein which are common to the entire Class of persons represented by Plaintiff, and
14 which predominate over any individual issues, including, but not limited to:

15 (i) Whether Defendants failed to furnish meal and rest periods to Class Members in
16 violation of California law, and whether Defendants unlawfully failed to pay Class
17 Members one (1) hour of wages for each meal and rest period not provided;

18 (ii) Whether Defendants unlawfully failed to provide Class Members with accurate
19 itemized wage statements;

20 (iii) Whether Defendants violated §§ 201-203 of the Labor Code by failing to pay
21 compensation due and owing at the time that any Class Member's employment with
22 Defendants terminated;

23 (iv) Whether Defendants violated § 17200 et seq. of the Business & Professions
24 Code by engaging in the acts previously alleged;

25 (v) Whether Plaintiff and the members of the Class are entitled to equitable relief
26 pursuant to Business & Professions Code § 17200, et seq.

27 c. Typicality: Plaintiff's claims are typical of the claims of the Class Members.
28 Plaintiff and the members of the Class sustained damages arising out of Defendants

1 common practices set forth above. Plaintiff and the Class Members performed
2 similar duties and were subject to uniform policies and practices.

3 d. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the
4 interests of each Class Member. Plaintiff has no interests that are adverse to the
5 interests of the other Class Members. Counsel representing Plaintiff is competent
6 and experienced in litigating wage and hour and employment class actions.

7 e. Superiority: Class action adjudication is superior to the other available
8 methods because a class action will achieve economics of time, effort and expense as
9 compared to separate lawsuits, and will avoid inconsistent outcomes because the
10 same issues can be adjudicated in the same manner for the entire Class.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **(By Plaintiff Against All Defendants)**

14 34. Plaintiff hereby incorporates the preceding paragraphs of this Complaint and re-
15 alleges said allegations as though fully set forth herein.

16 35. During all times relevant herein, Defendants unlawfully required Plaintiff and
17 the Class Members to work for more than five (5) hours without providing them a valid
18 meal period of at least thirty (30) minutes, in violation of Labor Code §§ 226.7 and 512.
19 Therefore, Plaintiff prays for the relief provided by Labor Code § 226.7 in the amount equal
20 to an additional one (1) hour of pay at the employee's regular rate of compensation for each
21 day that a meal period was not provided, on her behalf and on behalf of all those similarly
22 situated

23 36. Plaintiff is also entitled to costs and attorneys' fees pursuant to the private
24 attorney general theory and any other applicable statute or law.

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PROVIDE REST PERIODS**

27 **(By Plaintiff Against All Defendants)**

28 37. Plaintiff incorporates by reference and re-alleges as if fully stated herein the

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1 preceding allegations of the complaint.

2 38. At all relevant times herein, the applicable IWC Wage Order and California
3 Labor Code section 226.7 were applicable to Plaintiff's employment, and the similarly
4 situated class members, by Defendants.

5 39. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any rest period mandated by an
7 applicable order of the California IWC.

8 40. At all relevant times, the applicable IWC Wage Order provides that "[e]very
9 employer shall authorize and permit all employees to take rest periods, which insofar as
10 practicable shall be in the middle of each work period" and that the "rest period time shall
11 be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
12 four (4) hours or major fraction thereof" unless the total daily work time is less than three
13 and one-half (3½) hours.

14 41. During the relevant time period, Defendants required Plaintiff and the Class to
15 work four (4) or more hours without authorizing or permitting a valid ten (10) minute rest
16 period per each four (4) hour period worked.

17 42. During the relevant time period, Defendants failed to pay Plaintiff and the Class
18 the full rest period premium due pursuant to California Labor Code section 226.7.

19 43. Defendant's conduct violates the applicable IWC Wage Orders and California
20 Labor Code section 226.7.

21 44. Pursuant to the applicable IWC Wage Order and California Labor Code section
22 226.7(b), Plaintiff and each class member are entitled to recover from Defendants one
23 additional hour of pay at his or her regular hourly rate of compensation for each work day
24 that any rest period was not provided.

25 45. Plaintiff is also entitled to costs and attorneys' fees pursuant to the private
26 attorney general theory and any other applicable statute or law.

27 **THIRD CAUSE OF ACTION**

28 **WAITING TIME PENALTIES**

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(By Plaintiff Against All Defendants)

46. Plaintiff hereby incorporates the preceding paragraphs of this Complaint and re-alleges said allegations as though fully set forth herein.

47. California Labor Code § 203 states, in pertinent part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202 and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

48. Numerous members of the Class, including Plaintiff, are no longer employed by Defendants. They were either fired or quit Defendants employ.

49. Defendants failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them, thus entitling Plaintiff and the Class to penalties under Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

50. Defendants have failed to pay Plaintiff and other Class Members all wages owed at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and the members of the Class are entitled to a penalty in the amount of Plaintiff's and other Class members' daily wage multiplied by thirty (30) days.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS

(By Plaintiff Against All Defendants)

51. Plaintiff hereby incorporates the preceding paragraphs of this Complaint and re-alleges said allegations as though fully set forth herein.

52. California Labor Code § 226(a)(2) states, in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the

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1 employee's wages, or separately when wages are paid by personal
2 check or cash, an accurate itemized statement in writing showing
3 (1) gross wages earned, (2) total hours worked by the employee,
4 except for any employee whose compensation is solely based on a
5 salary and who is exempt from payment of overtime under
subdivision (a) of Section 515 or any applicable order of the
Industrial Welfare Commission.

6 53. At all relevant times herein, Defendants violated Labor Code § 226(a) (2) by not
7 providing accurate itemized statement(s) to Plaintiff and the Class Members.

8 54. Plaintiff prays for the greater of actual damages or the civil penalty of fifty
9 dollars (\$50) for each aggrieved employee within the Class per pay period for the initial
10 violation and one hundred dollars (\$100) for each aggrieved employee within the Class per
11 pay period for each subsequent violation as provided for in Labor Code § 226, as well as
12 attorneys' fees, costs, and appropriate injunctive relief.

13 **FIFTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(By Plaintiff Against All Defendants)**

16 55. Plaintiff hereby incorporates the preceding paragraphs of this Complaint and re-
17 alleges said allegations as though fully set forth herein.

18 56. At all times relevant herein, Defendants violated the above-cited provisions of
19 the California Labor Code and the applicable IWC Wage Orders. Defendants conduct, as
20 alleged in this Complaint, constitutes an unlawful, unfair and fraudulent business act or
21 practice in violation of the provisions of Business & Professions Code § 17200, et seq.

22 57. Therefore, Plaintiff demands restitution of all sums due and owing to her and
23 the Class. Plaintiff also demands injunctive relief to prevent the continuing violations of
24 the wage and hour violations identified in this Complaint.

25 **SIXTH CAUSE OF ACTION**

26 **(By Plaintiff Against All Defendants)**

27 **(Violation of California Labor Code §§ 201, 202, 203-204, 210, 221, 226, 226.3, 226.7,**
28 **510, 512, 551, 558, 1183(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2698 et seq.)**

1 58. Plaintiff incorporates by reference and realleges as if fully stated herein the
2 allegations set forth in the paragraphs above.

3 59. At all times herein set forth PAGA was applicable to plaintiff's employment
4 by defendants.

5 60. At all times herein set forth, PAGA provides that any provision of law under
6 the California Labor Code that provides for civil penalty to be assessed and collected by the
7 LWDA for violations of the California Labor Code may, as an alternative, be recovered
8 through a civil action brought by an aggrieved employee on behalf of himself and other
9 current or former employees pursuant to procedures outlined in California Labor Code
10 section 2699.3.

11 61. Pursuant to PAGA, an "aggrieved employee," is any person who was
12 employed by the alleged violator and against whom one or more of the alleged violations
13 was committed.

14 62. Plaintiff was employed by defendants, and the alleged violations were
15 committed against her during her time of employment. Plaintiff is therefore an aggrieved
16 employee. Plaintiff and other employees are "aggrieved employees" as defined by
17 California Labor Code section 2699(c) in that they are all current or former employees of
18 defendants, and one or more of the alleged violations were committed against them.

19 63. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
20 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
21 following requirements have been met.

22 (a) The aggrieved employee shall give written notice ("Employee Notice")
23 to the LWDA and by certified mail to the employer of the specific provisions of the
24 California Labor Code alleged to have been violated, including the facts and theories to
25 support the alleged violations.

26 (b) The LWDA shall provide notice ("LWDA Notice") to the employer
27 and the aggrieved employee that it does not intend to investigate the alleged violation
28 within sixty-five calendar days of the date of the Employee Notice. Upon receipt of the

1 LWDA Notice, or if the LWDA Notice is not provided within sixty-five calendar days of
2 the Employee Notice, the aggrieved employee may commence a civil action pursuant to
3 California Labor section 2699 to recover civil penalties in addition to any other penalties to
4 which the employee may be entitled.

5 64. On January 29, 2020, plaintiff provided written notice to the LWDA and by
6 certified mail to the employer defendants of the specific provisions of the California Labor
7 Code alleged to have been violated, including the facts and theories to support the alleged
8 violations, pursuant to California Labor Code section 2699.3.

9 65. As of the date of this complaint, the LWDA has not stated that it intends to
10 investigate plaintiff's claims and, thus, plaintiff has satisfied the administrative
11 prerequisites under California Labor Code section 2699.3(a) to recover civil penalties
12 against defendants, in addition to other remedies, for violations of California Labor Code
13 sections 201, 202, 203-204, 210, 221, 226, 226.3, 226.7, 510, 512, 551, 558, 1183(d), 1194,
14 1194.2, 1197, 1197.1, 1198, and 2698 et seq.

15 66. Defendants' conduct, as alleged herein, violates numerous sections of the
16 California Labor Code, including, but not limited to, violations of California Labor Code
17 California Labor Code sections 201, 202, 203-204, 210, 221, 226, 226.3, 226.7, 510, 512,
18 551, 558, 1183(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2698 et seq, based on the
19 following:

20 (a) Denial of wages owed to Plaintiff and aggrieved employees, including
21 minimum wages and overtime compensation, as a result of defendants' time
22 rounding policy which operates to systematically deny employees' wages
23 otherwise owed to them. Defendants administered a uniform company policy
24 and practice as to the rounding policies regarding the aggrieved employees.
25 Defendants rounded the actual time worked and recorded by the aggrieved
26 employees, usually down, so that during the course of their employment, the
27 aggrieved employees were paid far less than they would have been paid had
28 they been paid for actual recorded time rather than "rounded" time. Because

1 Defendants required the aggrieved employees to remain under Defendants'
2 control without paying therefore, this resulted in the aggrieved employees
3 earning less than the legal minimum wage in the State of California or the full
4 amount of overtime compensation for overtime hours worked;

5 (b) Meal and Rest Period violations, as fully alleged herein;

6 (c) Failing to provide statutorily prescribed wage statements to employees,
7 as fully alleged herein; and,

8 (d) Failure to pay all employees' wages owed to them upon termination of
9 their employment, as alleged herein.

10 67. Defendants, at all times relevant to this complaint, were employers or persons
11 acting on behalf of an employer(s) who violated plaintiff's and other aggrieved employees'
12 rights by violating various sections of the California Labor Code as set forth above.

13 68. Pursuant to PAGA, and in particular California Labor Code sections 2699(a),
14 2699.3, and 2699.5, plaintiff, acting in the public interest as a private attorney general,
15 seeks assessment and collection of civil penalties for plaintiff, all other aggrieved
16 employees, and the state of California against defendants, in addition to other remedies, for
17 violations of California Labor Code sections 201, 202, 203-204, 210, 221, 226, 226.3,
18 226.7, 510, 512, 551, 558, 1183(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2698 et seq.

19 69. Plaintiff also prays for recovery of attorney's fees and costs pursuant to Labor
20 Code Section 2699 (g), and California Code of Civil Procedure Section 1021.5.

21 **PRAYER FOR RELIEF**

22 Plaintiff, individually, and on behalf of all other similarly situated individuals, and
23 all other aggrieved employees, prays for relief and judgment against defendants, jointly and
24 severally, as follows:

25 1. For an order certifying this action as a class action and appointing Plaintiff's
26 counsel as Counsel for the Class;

27 2. For an order appointing Plaintiff as the named representative of the class;

28 3. For penalties pursuant to Labor Code § 203 for Plaintiff and all Class

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1 Members who quit or were terminated equal to their daily wage multiplied by thirty (30)
2 days;

3 4. For restitution of all wages or other sums owed to Plaintiff and the Class
4 Members;

5 5. An order enjoining Defendants and their agents, servants, and employees, and
6 all persons acting under or in concert with them, from failing to provide Plaintiff and the
7 Class with proper meal periods and rest periods in violation of Labor Code §§ 226.7, and
8 512, and IWC Wage Order 4-2001, or 2-2001;

9 6. For all relief provided for by Labor Code Section 226.7 based on failure to
10 furnish meal and rest periods;

11 7. For all relief provided for by Labor Code Section 226 for failure to furnish
12 accurate itemized wage statements, including damages, or penalties, injunctive relief,
13 attorneys' fees and costs;

14 8. For penalties pursuant to Labor Code § 2699 pursuant to the statutory formula
15 per Labor Code violation;

16 9. For pre-judgment interest at the rate of ten percent per annum;

17 10. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5,
18 226, 226.7, 1194, 2699 et.seq., and California Code of Civil Procedure § 1021.5, or
19 pursuant to the Common Fund Theory of Recovery;

20 11. For costs of this suit; and

21 12. For any other and further relief the court deems just and proper.

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28 **DEMAND FOR JURY TRIAL**

1 Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

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3 Dated: April 28, 2020

LAW OFFICES OF STEPHEN M. HARRIS, P.C.

4
5 By: /s/ Stephen M. Harris

6 Stephen M. Harris, Esq.

7 Attorneys for Plaintiff ANNICA B.

8 BOWEN, a.k.a. ANNICA PALACIO,

9 individually, and on behalf of similarly
10 situated employees
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