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Assigned to Judge
MICHAEL J. McLAUGHLIN

SEP 11 2019

FILED

SEP 11 2019

EL DORADO CO. SUPERIOR COURT
BY *Nancy J. Warden*
(DEPUTY CLERK)

Attorneys for Plaintiff Amy Bugaiski

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF EL DORADO

**FILE
BY FAX**

11 AMY BUGAISKI, individually and on behalf of
12 all others similarly situated,

13 Plaintiff,

14 vs.

15 SONNEY'S BBQ SHACK; and DOES 1-10,
16 inclusive,

17 Defendants.

Case No.: **SC20190161**

**CLASS ACTION COMPLAINT FOR
DAMAGES, RESTITUTION AND
OTHER RELIEF**

1. Failure To Pay Overtime Wages (Cal. Lab. Code §§ 510 & 1194);
2. Failure To Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512 & 1198);
3. Failure To Provide Rest Periods (Cal. Lab. Code §§ 226.7 & 1198);
4. Failure To Furnish Accurate Itemized Wage Statements (Cal. Lab. Code § 226)
5. Failure to Timely Pay Final Wages at Termination (Cal. Labor Code §§ 201-203)
6. Failure to Reimburse Expenses (Cal. Labor Code § 2802)
7. Unfair Competition (Cal. Bus. & Prof. Code §17200 *Et Seq.*)

JURY TRIAL DEMANDED

1 Plaintiff Amy Bugaiski ("Plaintiff"), for herself and on behalf of other persons similarly
2 situated (collectively, "Plaintiffs" or "Class Members"), complains and alleges upon personal
3 knowledge and information and belief as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this class action against Defendant and DOES 1-10 (collectively
6 "Defendants"), and on behalf of other persons similarly situated (including all hourly, non-exempt
7 employees) in California (collectively referred to as the "Class Members") from the date four years
8 prior to the filing of this Complaint through the date of trial in this action.

9 2. Defendants violate California law by maintaining policies and practices that
10 systematically fail to provide employees with the protections of California's Labor Code. Due to
11 Defendants' policies and practices, Defendants have violated numerous provisions of the California
12 Labor Code, including failing to compensate Class Members of all overtime hours worked, despite
13 the fact that Plaintiff and Class Members regularly work overtime, failing to provide off-duty,
14 uninterrupted meal and rest periods, failing to furnish timely statements accurately showing, among
15 other things, the total hours Class Members worked during each pay period, and failure to
16 adequately reimburse Plaintiff and Class Members for business expenditures incurred and required
17 by their jobs. Plaintiff also alleges that these acts, which violate the California Labor Code,
18 constitute predicate unlawful and unfair business practices in violation of the California Unfair
19 Competition Laws.

20 **PARTIES**

21 3. Plaintiff Amy Bugaski resides in South Lake Tahoe, California. Plaintiff began
22 employment with Defendant on approximately May 20, 2017. Plaintiff's employment ended on
23 July 18, 2019. While her job title was "Assistant Manager," Plaintiff was a non-exempt, hourly-
24 paid employee and also performed the job duties of a waitress and bartender. Plaintiff, and her co-
25 workers were all subject to the same policies and practices.

26 4. Defendant Sonney's BBQ Shack is a restaurant that serves BBQ and comfort food
27 in South Lake Tahoe, California. Upon information and belief, Defendant employs 40-50
28 employees at its store.

5. Defendants Does 1–10, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this Complaint by inserting their true names and capacities herein. Plaintiff is informed and believes and thereon alleges that each of the fictitiously-named Defendants is responsible in some manner for the occurrences herein alleged, and that the damages of Plaintiff and the putative Class Members herein alleged were proximately caused by such Defendants.

6. Plaintiff is informed, believes, and thereon alleges that each of the Defendants herein was, at all times relevant to this action, the agent, employee, representing partner, and/or joint venture of the remaining Defendants and was acting within the course and scope of the relationship. Plaintiff is further informed, believes, and thereon alleges that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to the remaining Defendants.

JURISDICTION & VENUE

7. Venue is proper under California Code of Civil Procedure § 395.5 because Defendant employs individuals in this County and Defendant's liability arose, in part, in this County, and Defendant continues to conduct business in this County.

8. Jurisdiction is proper under California Code of Civil Procedure § 410.10. Plaintiff is informed and believe, and thereon alleges that Defendant Sonney's BBQ Shack was, at all relevant times, operating within the state of California and thus subject to the jurisdiction of California courts by reason of "minimum contacts;" did transact and conduct business in the State of California; and is thus subject to the jurisdiction of all laws, regulations, and court decisions rendered by the state of California. Jurisdiction is further conferred on this Court as to all causes of action because they arise under state statutory or common law. Jurisdiction is further proper in this Court because alleged damages exceed \$25,000.00, exclusive of costs and attorneys' fees.

GENERAL ALLEGATIONS

9. Defendant is and was in the business of owning and operating the Sonney's BBQ Shack restaurant.

1 10. Plaintiff and the Class Members worked for Defendant in the State of California,
2 including the County of El Dorado, as non-exempt, hourly employees providing customer service,
3 preparing food and drinks and maintaining the restaurant.

4 11. Defendant employed Plaintiff as an hourly-paid, non-exempt employee from
5 approximately May 2017, in the State of California, County of El Dorado to July 2019. Plaintiff
6 began her employment with Defendant as a "Waitress/Bartender." In approximately January 2018,
7 Plaintiff's title was changed to "Assistant Manager." As an Assistant Manager Plaintiff was still
8 performing the duties of a Waitress/Bartender, as well as closing the store, opening the store, and
9 supervising the restaurant floor during her shifts. Plaintiff had no hiring or firing authority in her
10 role as an Assistant Manager. During her employment, Plaintiff worked more than eight (8) hours
11 per day on a regular basis. Sometimes, Plaintiff worked more than ten (10) hours per day for
12 Defendant.

13 12. Despite working diligently for Defendant, Plaintiff did not receive proper overtime
14 pay, nor was she given proper meal and rest breaks.

15 13. Plaintiff would often receive work phone calls and text messages on her personal
16 cell phone. She was never reimbursed for the these costs.

17 14. The abuses suffered by Plaintiff were in no way unique to her. Instead, Defendant's
18 labor violations are widespread and systemic.

19 15. Defendants had the authority to hire and terminate Plaintiff and the other Class
20 Members; to set work rules and conditions governing Plaintiff and the other Class Members'
21 employment; and to supervise their daily employment activities.

22 16. Defendants directly hired and paid wages and benefits to Plaintiff and the other
23 Class Members.

24 17. Defendants continue to employ hourly-paid or non-exempt employees within the
25 State of California.

26 18. Upon information and belief, like Plaintiff, the other Class Members worked over
27 eight (8) hours in a day during their employment with Defendants. Sometimes, Plaintiff and the
28

1 other Class Members worked more than ten (10) hours per day for Defendant without overtime
2 pay.

3 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-
5 exempt employees within the State of California. This scheme involved, inter alia, failing to pay
6 them for all hours worked, missed meal periods and rest breaks in violation of California law.

7 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
8 or should have known that Plaintiff and the other Class Members were entitled to receive certain
9 wages for overtime compensation and that they were not receiving wages for overtime
10 compensation.

11 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
12 to provide Plaintiff and the other Class Members off-duty rest and meal periods during the relevant
13 time period as required under the Industrial Welfare Commission Wage Orders and thus they are
14 entitled to any and all applicable penalties.

15 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
16 or should have known that Plaintiff and the other Class Members were entitled to receive all meal
17 periods or payment of one additional hour of pay at Plaintiff's and the other Class Members' regular
18 rate of pay when a meal period was missed, and they did not receive all meal periods or payment
19 of one additional hour of pay at Plaintiff's and the other Class Members' regular rate of pay when
20 a meal period was missed.

21 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
22 or should have known that Plaintiff and the other Class Members were entitled to receive all rest
23 periods or payment of one additional hour of pay at Plaintiff's and the other Class Members' regular
24 rate of pay when a rest period was missed, and they did not receive all rest periods or payment of
25 one additional hour of pay at Plaintiff's and the other Class Members' regular rate of pay when a
26 rest period was missed.

27 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
28 or should have known that Plaintiff and the other Class Members were entitled to receive all wages

1 owed to them during their employment. Plaintiff and the other Class Members did not receive
2 payment of all wages, including overtime wages and meal and rest period premiums within any
3 time permissible under California Labor Code section 204.

4 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
5 or should have known that they had a duty to compensate Plaintiff and the other Class Members
6 pursuant to California law, and that Defendants had the financial ability to pay such compensation,
7 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and
8 the other Class Members that they were properly paid all wages, in order to increase Defendants'
9 profits.

10 26. At all material times set forth herein, Defendants failed to pay overtime wages to
11 Plaintiff and the other Class Members for all hours worked. Plaintiff and the other Class Members
12 were required to work more than eight (8) hours per day without overtime compensation.

13 27. At all material times set forth herein, Defendants failed to provide the requisite
14 uninterrupted meal and rest periods to Plaintiff and the other Class Members.

15 28. At all material times set forth herein, Defendants failed to provide complete or
16 accurate wage statements to Plaintiff and the other Class Members.

17 29. At all material times set forth herein, Defendants failed to keep complete or accurate
18 payroll records for Plaintiff and the other Class Members.

19 30. At all material times set forth herein, Defendants knew or should have known that
20 Plaintiff is entitled to reimbursement for necessary business-related expenses. During the relevant
21 time period, Defendant failed to reimburse Plaintiff and Class Members for all necessary business-
22 related expenses and costs.

23 31. At all material times set forth herein, Defendants failed to properly compensate
24 Plaintiff and the other Class Members pursuant to California law in order to increase Defendants'
25 profit.

26 32. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
27 shall limit the right of any wage claimant to "sue directly... for any wages or penalty due to him
28 [or her] under this article."

CLASS ALLEGATIONS

33. Plaintiff brings this action on behalf of himself and as a class action under Code of Civil Procedure § 382 on behalf of the following defined group and subgroups: All persons who are or have been employed by Defendant as non-exempt, hourly employees within the State of California within four years prior to the filing of this Complaint to the final disposition of this case ("Class Members"). The class includes all trainees, servers, hosts and other non-exempt workers.

34. **Reservations of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the right to amend or modify the class definitions with greater specificity, by further division into subclasses, and/or by limitation to particular issues.

35. **Numerosity:** The Proposed Class is so numerous that joinder of all members is impracticable. Plaintiff is informed and believes, and on that basis alleges, that during the relevant time period, Defendant employed over 40 people who satisfy the definition of the Proposed Class. The Class Members are so numerous that joinder of all Class Members is impracticable. The individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

36. **Typicality:** Plaintiff's claims are typical of all other Class Members as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.

37. **Adequacy:** Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member. Plaintiff has retained counsel experienced in wage and hour class action litigation.

1 38. **Predominant Common Questions:** Common questions of law and fact exist to all
2 members of the Proposed Class and predominate over any questions solely affecting individual
3 members of the Proposed Class, including but not limited to:

- 4 a. Whether Defendants, as matters of policy or practice, have failed to relieve Class
5 Members of all duty for first meal periods before the end of the fifth hour of their
6 shifts;
- 7 b. Whether Defendants, as matters of policy or practice, have failed to relieve Class
8 Members of all duty for second meal periods before the end of the tenth hour of
9 their shifts;
- 10 c. Whether Defendants have failed to maintain a policy or practice that reasonably
11 permits Class Members to take net rest periods of ten minutes for each four-hour
12 work period, or major portion thereof;
- 13 d. Whether Defendants have, as matters of policy or practice, failed to make good
14 faith efforts to provide Class Members with rest periods of during the middle of
15 each four-hour work period;
- 16 e. Whether Defendants lack any mechanism for paying premium wages to Class
17 Members when they are not provided with timely meal and/or rest periods?
- 18 f. Whether Defendants are liable to Class Members for restitution of overtime and
19 premium wages;
- 20 g. Whether, by failing to pay premium wages to Class Members, Defendants have
21 failed to provide them with written wage statements that accurately reflect their
22 gross and net wages earned;
- 23 h. Whether Defendants had a corporate policy and practice of failing to pay their
24 hourly-paid or non-exempt employees within the State of California for all missed
25 meal periods and rest breaks in violation of California law;
- 26 i. Whether Defendants required Plaintiff and the other Class Members to work over
27 eight (8) hours per day and failed to pay the legally required overtime compensation
28 to Plaintiff and the other Class Members;

- j. Whether Defendants complied with wage reporting as required by the California Labor Code, including, *inter alia*, section 226;
- k. Whether Defendants failed to pay timely and complete wages to former employees at termination in violation of California Labor Code, sections 201, 202, and 203?
- l. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including *inter alia*, section 1174(d);
- m. Whether Defendants' conduct was willful or reckless;
- n. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- o. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law;
- p. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code;
- q. Whether Defendant failed to reimburse Plaintiff and the other Class Members for necessary business-related expenses and costs;
- and;
- r. Whether Plaintiff and others are entitled to civil penalties under California Labor Code section 2699 *et seq.*.

39. **Superiority:** A class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against a corporate Defendant. A class action is superior to other available means for fair and efficient adjudication of class members' claims and offers significant benefits to the parties and the court. A class action will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. The monetary amounts due to many class members are likely to be relatively small, thus making it difficult, if not impossible, for individual class members to seek and obtain relief. Moreover, a class action will serve important

1 public interests by enabling the non-waivable statutory rights of class members to be effectively
2 asserted, and fundamental public policies to be vindicated, in one proceeding. A class action will
3 also provide a means for vindicating the rights of current employees who are less likely to come
4 forward to assert those rights based on fears of employer reprisal. Finally, a class action will
5 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation
6 and address the problems inherent in random and fragmentary enforcement.

7 40. Plaintiff intends to send notice to all members of the Proposed Class to the extent
8 required by § 382. The names and addresses of the Proposed Class are available from Defendant.

9 **FIRST CAUSE OF ACTION**

10 ***Failure to Pay Overtime Wages***

11 **(Lab. Code §§ 510, 1194 and 1198)**

12 41. Plaintiff incorporates each of the preceding paragraphs of this Complaint by
13 reference as if fully set forth herein.

14 42. At all relevant times, Plaintiff and Class Members have been non-exempt
15 employees of Defendants entitled to the full protections of the Labor Code and of the Wage Order
16 5-2001.

17 43. Labor Code § 1198 makes it unlawful for an employer to employ any person under
18 conditions of employment that violate the Wage Order.

19 44. Section 2(K) of the Wage Order defines “hours worked” as “the time during which
20 an employee is subject to the control of the employer, [which] includes all the time the employee
21 is suffered or permitted to work, whether or not required to do so.”

22 45. Labor Code §§ 510 and 1194, and Section 3 of the Wage Order, require employers
23 to pay overtime wages to their non-exempt employees at no less than one and one-half times their
24 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked
25 in excess of forty hours in one workweek, and for the first eight hours worked on a seventh
26 consecutive workday.

27 46. Labor Code §§ 510 and 1194, and Section 3 of the Wage Order, also require
28 employers to pay overtime wages to their non-exempt employees at no less than two times their

1 regular rates of pay for all hours worked in excess of twelve hours in one workday, and for all
2 hours worked in excess of eight hours on a seventh consecutive workday.

3 47. Plaintiff is informed, believes, and thereon alleges that, at all relevant times and as
4 matters of policy or practice, Defendants have failed to pay Class Members overtime wages for
5 overtime hours worked due to class-wide policies and practices.

6 48. Pursuant to Labor Code §§ 1194(a), Plaintiff, on behalf of herself and Class
7 Members, seeks to recover earned and unpaid overtime wages, interest thereon, as well as awards
8 of reasonable costs and attorneys' fees, all in amounts subject to proof.

9 **SECOND CAUSE OF ACTION**

10 ***Failure to Provide Meal Periods***

11 **(Lab. Code §§ 226.7, 512, and 1198)**

12 49. Plaintiff incorporates all of the preceding paragraphs of this Complaint as if fully
13 set forth herein.

14 50. Labor Code § 512 and Section 11 of the Wage Order impose an affirmative
15 obligation on employers to provide non-exempt employees with a first uninterrupted, duty-free,
16 meal period of at least thirty minutes for each work period of five or more hours before the end of
17 the fifth hour of work, and to provide them with a second uninterrupted, duty-free, meal period of
18 at least thirty minutes for each work period of more than ten hours before the end of the tenth hour
19 of work.

20 51. Labor Code § 226.7 and Section 11 of the Wage Order require employers to pay
21 non-exempt employees an additional hour of premium wages at the employee's regular rate of
22 compensation on each workday that the employee is not provided with a meal period.

23 52. Labor Code § 1198 makes it unlawful for an employer to employ any person under
24 conditions of employment that violate the Wage Order.

25 53. At relevant times during their employment, Defendants failed to relieve Plaintiff of
26 all duty for a first uninterrupted meal period of at least thirty minutes before the end of their fifth
27 hour of work and/or for a second uninterrupted meal period of at least thirty minutes before the
28 end of their tenth hour of work and failed to pay their premium wages on those workdays.

1 54. Plaintiff is informed, believes, and thereon alleges that, at all relevant times,
2 Defendants have maintained policies and practices with respect to employee scheduling and meal
3 periods that have prevented Class Members from being relieved of all duty for a first uninterrupted
4 meal period of at least thirty minutes before the end of their fifth hour of work and/or for a second
5 uninterrupted meal period of at least thirty minutes before the end of their tenth hour of work, and
6 have failed to pay them premium wages on those workdays.

7 55. Pursuant to Labor Code § 226.7, Plaintiff seeks to recover premium wages on
8 behalf of herself and Class Members in amounts subject to proof.

9 56. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine,
10 and/or the common fund doctrine, Plaintiff, on behalf of himself and Class Members, seeks awards
11 of reasonable attorneys' fees and costs in amounts subject to proof at trial.

12 **THIRD CAUSE OF ACTION**

13 ***Failure to Provide Rest Periods***

14 **(Lab. Code §§ 226.7 and 1198)**

15 57. Plaintiff incorporates all of the preceding paragraphs of this Complaint as if fully
16 set forth herein.

17 58. Section 12 of the Wage Order imposes an affirmative obligation on employers to
18 permit and authorize employees to take required rest periods at a rate of no less than ten minutes
19 of net rest time for each four-hour work period, or major portion thereof, that must be in the middle
20 of each work period insofar as is practicable.

21 59. Labor Code § 226.7 and Section 12 of the Wage Order require employers to pay
22 non-exempt employees an additional hour of premium wages at the employee's regular rate of
23 compensation on each workday that the employee is not provided with a rest period.

24 60. Labor Code § 1198 makes it unlawful for an employer to employ any person under
25 conditions of employment that violate the Wage Order.

26 61. At relevant times during their employment, Defendants failed to authorize and
27 permit Plaintiffs to take net rest periods of at least ten minutes for each four-hour work period, or
28 major portion thereof, and failed to pay their premium wages on those workdays.

62. Plaintiff is informed, believes, and thereon alleges that, at all relevant times, Defendants have maintained policies and practices with respect to employee scheduling and rest periods that have failed to authorize and/or reasonably permit Class Members to take net rest periods for each four-hour work period, or major portion thereof.

63. Pursuant to Labor Code § 226.7, Plaintiff seeks to recover premium wages on behalf of themselves and Class Members in amounts subject to proof.

64. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the Class Members, seeks awards of reasonable attorneys' fees and costs in amounts subject to proof.

FOURTH CAUSE OF ACTION

Wage Statement Penalties

(Lab. Code § 226)

65. Plaintiff incorporates all of the preceding paragraphs of this Complaint as if fully set forth herein.

66. Pursuant to Labor Code § 226(a), Defendants have been obliged to provide Plaintiff and Class Members, either semimonthly or at the time of each payment of wages, accurate itemized statements showing, among other things, the gross and net wages earned by each class member.

67. By failing to pay overtime, and/or premium wages to Plaintiff as set forth above, Defendants have furnished them with written wage statements that do not accurately reflect, among other things, their amounts of gross and net wages earned, and number of hours worked at each applicable wage rate.

68. Plaintiff is informed, believes, and thereon alleges that by failing to pay premium wages to Class Members as set forth above, Defendants have also furnished them with written wage statements that do not accurately reflect, among other things, their amounts of gross and net wages earned, and number of hours worked at each applicable wage rate.

69. Plaintiff is informed and believes and thereon alleges that Defendants' failures to provide them and Class Members with accurate wage statements have been knowing and

1 intentional, in that Defendants have, at all relevant times, had the ability to provide them with
2 accurate wage statements but, instead, have knowingly and intentionally provided them with
3 inaccurate wage statements as a result of not keeping accurate records of all their hours worked,
4 their meal period start and stop times, and amounts of wages earned.

5 70. Plaintiff is informed, believes, and thereon alleges that Class Members have
6 suffered injuries due to Defendants' failures to provide them with accurate written wage statements
7 in that, among other things, their legal rights to receive accurate wage statements have been
8 violated, they have been misled about the amounts of wages they have earned, they have been
9 prevented from immediately challenging allegedly unlawful pay practices, they have needed or
10 will need to reconstruct time and pay records and perform mathematical computations to determine
11 the amounts of wages they have earned, and/or have had inaccurate information about their wages
12 and deductions submitted to government agencies.

13 71. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of herself and Class Members,
14 seeks to recover the greater of actual damages or \$50 for the initial pay period in which a § 226(a)
15 violation occurred, the greater of actual damages or \$100 for each violation of § 226(a) in a
16 subsequent pay period, up to the greater of actual damages or an aggregate \$4,000 penalty per
17 class member, as well as awards of reasonable attorneys' fees and costs, all in amounts subject to
18 proof.

19 **FIFTH CAUSE OF ACTION**

20 ***Waiting Time Penalties***

21 **(Labor Code §§ 201–203)**

22 72. Plaintiff incorporates all of the preceding paragraphs of this Complaint as if fully
23 set forth herein.

24 73. Labor Code § 201 provides that all of the earned and unpaid wages of an employee
25 who is discharged become due and payable immediately at the time of discharge.

26 74. Labor Code § 202 provides that all of the earned and unpaid wages of an employee
27 who quits become due and payable at the time of quitting if the employee gives at least 72-hours'
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1 notice before quitting, or within 72 hours of quitting if the employee gives less than 72-hours'
2 notice before quitting.

3 75. Labor Code § 203 provides that the wages of a terminated employee will continue
4 as a penalty for up to thirty calendar days if the employer willfully fails to timely pay any earned
5 and unpaid wages to the employee in the times set forth in Labor Code §§ 201–202.

6 76. By failing to pay Plaintiff earned premium wages, minimum wages, and/or
7 overtime wages, Defendants failed to timely pay Plaintiff and Class Members all earned and
8 unpaid wages in violation of Labor Code § 201 or § 202.

9 77. Plaintiff is informed, believes, and thereon alleges that, by failing to pay former
10 employee Class Members earned premium wages, minimum wages, and/or overtime wages,
11 Defendants have failed to timely pay them all earned and unpaid wages in violation of Labor Code
12 § 201 or § 202.

13 78. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
14 Defendants' failures to pay them and former employee Class Members earned and unpaid wages
15 in violation of Labor Code §§ 201–202 have been willful in that Defendants have had the ability
16 to fully comply with the requirements set forth in those statutes, but have deliberately chosen to
17 maintain policies and practices with respect to payroll that are incompatible with those
18 requirements.

19 79. Pursuant to Labor Code § 203, Plaintiff, on behalf of herself and former employee
20 Class Members, seeks up to thirty days of wages as waiting time penalties in amounts subject to
21 proof.

22 80. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine,
23 and/or the common fund doctrine, Plaintiff, on behalf of herself and former employee Class
24 Members, seek awards of reasonable attorneys' fees and costs in amounts subject to proof.

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88. As set forth above, Plaintiff has lost money or property in the form of earned overtime, and/or premium wages as a result of Defendants' unlawful failures to pay them those wages, and failure to reimburse business expenses in violation of the requirements of the Labor Code and the Wage Order.

89. Plaintiff is informed, believes, and thereon alleges that, at all relevant times and as set forth above, Defendants have either have acquired, or may have acquired, money or property in the form of earned overtime, and premium wages from Class Members by means of unfair competition as a result of Defendants' unlawful failures to pay them those wages, and related failures to reimburse business expenses, in violation of the requirements of the Labor Code and the Wage Order.

90. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of herself and Class Members, seek restitution of all moneys and property, including, but not limited to, earned regular, overtime, and premium wages, that Defendants either acquired, and/or may have acquired, from them by means of unfair competition in amounts subject to proof at trial.

91. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and Class Members, seeks awards of reasonable attorneys' fees and costs in amounts subject to proof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, and all others similarly-situated, prays for relief and judgment against Defendants as follows:

A. A declaratory judgment that the actions, conduct, and practices of Defendants complained of herein violated the laws of the United States and the State of California;

B. An injunction and order permanently restraining Defendants from engaging in such unlawful conduct;

C. An order that the action be certified as a class action;

D. An order that the named Plaintiff herein be appointed class representative;

E. An order that counsel for Plaintiff be appointed class counsel;

F. An award of damages in an amount to be determined at trial, plus prejudgment

1 interest, to compensate Plaintiff for all monetary and/or economic hardship, including, but not
2 limited to, the loss of past and future income, wages, compensation, and other benefits of
3 employment;

4 G. An award of damages in an amount to be determined at trial, plus prejudgment
5 interest, to compensate Plaintiffs for all non-monetary and compensatory harm;

6 H. That the Court decree and adjudge that Defendants violated California Business
7 and Professions Code sections 17200, et seq., by failing to provide Plaintiff and the other class
8 members all overtime compensation due to them, failing to provide meal and rest periods to
9 Plaintiff and other class members, failing to pay Plaintiff's and other class members' wages timely
10 as required by the California Labor Code sections 201, 202, and 204, and by violating California
11 Labor Code 226(a), 1174(d), 2800, and 2802.

12 I. For injunctive relief to ensure compliance with this section, pursuant to California
13 Business and Professions Code sections 17200, et seq.;

14 J. An award of damages for any and all other monetary and/or non-monetary losses
15 suffered by Plaintiffs in an amount to be determined at trial, plus prejudgment interest;

16 K. For reasonable attorney's fees and costs, including expert witness fees, pursuant to
17 California CCP §1021.5 and other provisions of the California Labor Code;

18 L. For costs of suit herein incurred; and

19 M. For such other and further relief as the Court deems just and proper.
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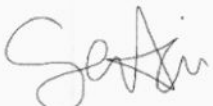
JURY DEMAND

Plaintiff, on behalf of herself, all other similarly situated, and other aggrieved employees,
hereby demand a trial by jury on all issues of fact and damages stated herein.

Respectfully submitted,

Dated: September 10, 2019

THE OTTINGER FIRM, P.C.

BY: 
Saima Ali
Attorneys for Plaintiff
Amy Bugaiski and the Putative Class