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ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 27 2020

Sherri K. Carter, Executive Officer/Clerk of Court
By Steven Drew, Deputy

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

CAROLINA PORTILLO, an individual,
Plaintiff,

vs.

IGS BUILDING SERVICES, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: **20STCV12388**

CLASS ACTION

CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE CALIFORNIA LABOR
CODE, PRIVATE ATTORNEY GENERAL ACT
OF 2004, AND THE CALIFORNIA BUSINESS
AND PROFESSIONS CODE §§ 17200, *et seq.*

Plaintiff Carolina Portillo (hereinafter "Plaintiff") on behalf of herself and all other
similarly situated individuals, complains and alleges as follows:

INTRODUCTION

1. This is a class action against IGS Building Services, Inc. (hereinafter "IGS" or
"Defendant") for alleged violations of the California Labor Code and Private Attorney General
Act of 2004 ("PAGA").

2. Plaintiff alleges that Defendant has violated the California Labor Code by failing
to (1) pay Plaintiff and similarly situated employees the minimum wage for all hours worked,
(2) pay all wages owed, (3) provide overtime premiums; (4) provide legally compliant meal
breaks, (5) provide legally compliant rest breaks, (6) provide all required information upon

BY FAX

1 hiring, (7) provide accurate itemized wage statements, (8) reimburse Plaintiff and similarly
2 situated employees for necessary business expenses incurred, (9) pay all wages owed to Plaintiff
3 and similarly situated employees' that quit or were terminated, and (10) provide paid sick days
4 as required by California law

5 3. Plaintiff further alleges that Defendant uniformly failed to provide adequate seating as
6 required under California's Industrial Welfare Commission ("IWC") Wage Order 5-2001(14),
7 by failing to provide adequate seating for employees working at its California locations.

8 4. Plaintiff and the members of the putative class are (1) current and former hourly,
9 non-exempt workers, employed by Defendant in the state of California, and (2) other non-
10 exempt hourly workers who are or were either (a) permitted by Defendant to work in the State
11 of California, who were (b) subject to the control by Defendant in the manner and means of the
12 work they performed, or in wages they were paid, or hours they worked, or (c) where Defendant
13 have or had the right to control the general performance of work functions of workers at its
14 facilities. "Employees" hereinafter refers to both employees of Defendant, and any workers that
15 are joint employees of Defendant and any other legal entity including but not limited to third-
16 party staffing companies.

17 **JURISDICTION**

18 5. This Court has jurisdiction over this matter, which is properly filed in Los
19 Angeles County Superior Court because some of Defendant IGS' business operations are
20 located in Los Angeles County, and all obligations and liability arose therein. In addition,
21 Defendant transacts business within Los Angeles County, and because the work that is the
22 subject of this action was performed by Plaintiff in Los Angeles County.

23 **PARTIES**

24 6. Plaintiff was and is at all times relevant hereto a resident of the County of Los
25 Angeles, State of California.

26 7. Defendant IGS Building Services, Inc. is a California corporation, conducting
27 business in California. Defendant states in its Statement of Information filed with the State of
28 California's Secretary of State that it is in the construction industry. However, Defendant also

1 provides maintenance and cleaning services to apartment buildings in California, including Los
2 Angeles and Glendale.

3 8. At all relevant times, Defendant was Plaintiff's employer within the meaning of
4 the California Labor Code and California Industrial Welfare Commission ("IWC") Order No. 5-
5 2001.

6 9. The true names and capacities, whether individual or corporate, associate, or
7 otherwise, of Defendants named herein as DOES 1 through 50, inclusive, are unknown to
8 Plaintiff at this time and therefore these Defendants are sued by such fictitious names. Plaintiff
9 will seek leave to amend this Complaint to insert the true names and capacities of said
10 Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and
11 based thereupon alleges, that each of the fictitiously named Defendants is responsible for the
12 wrongful acts alleged herein, and is therefore liable to the Plaintiff as alleged hereinafter.

13 10. Plaintiff is informed and believes and based thereupon alleges, that at all times
14 relevant hereto, Defendants and each of them, were agents, employees, managing agents,
15 supervisors, coconspirators, parent corporation, joint employers, alter ego and/or joint ventures
16 of the other Defendants, and each of them, and in doing the things alleged herein, were acting at
17 least in part within the course and scope of said agency, employment, conspiracy, joint
18 employer, alter ego status, and/or joint venture and with the permission and consent of each of
19 the other Defendants.

20 11. Whenever and wherever reference is made in this Complaint to any act or failure
21 to act by a Defendant or co-Defendant, such allegations and reference shall also be deemed to
22 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

23 12. Plaintiff is informed and believes, and based thereupon alleges, that there exists
24 such a unity of interest and ownership between Defendants and DOES 1 through 50 inclusive
25 that the individuality and separateness of Defendants have ceased to exist.

26 13. Plaintiff is informed and believes, and based thereupon alleges, that despite the
27 formation of purported corporate existence, Defendants and DOES 1 through 50 inclusive are,
28 in reality, one and the same as Defendants including but not limited to because:

1 a. Defendants are completely dominated and controlled by DOES 1 through
2 50, who personally committed the frauds and violated the laws set forth in this complaint, and
3 who have hidden and currently hide behind Defendant to perpetrate frauds, circumvent statutes,
4 or accomplish some other wrongful or inequitable purpose.

5 b. DOES 1 through 50 inclusive derive actual and significant monetary
6 benefits by and through Defendant's unlawful conduct, and by using Defendants as a funding
7 source of their personal expenditures.

8 c. Plaintiff is informed and believes and thereupon alleges that Defendants
9 and DOES 1 through 50 inclusive, while really one and the same, were segregated to appear as
10 though separate and distinct for the purposes of perpetrating a fraud, circumventing a statute, or
11 accomplishing some other wrongful or inequitable purpose.

12 d. Plaintiff is informed and believes and thereupon alleges that Defendant
13 does not comply with all requisite corporate formalities to maintain legal and separate corporate
14 existence.

15 e. Plaintiff is informed and believes and thereupon alleges, that the business
16 affairs of Defendants and DOES 1 through 50 inclusive are, and at all times relevant were, so
17 mixed and intermingled that the same cannot reasonably be segregated, and the same are
18 inextricably intertwined. Defendants are, and at all times relevant hereto were, used by DOES 1
19 through 50 inclusive as a mere shell and conduit for the conduct of certain Defendants' affairs
20 and are, and were, the alter ego of DOES 1 though 50 inclusive. The recognition of the separate
21 existence of Defendants would not promote justice, in that it would permit Defendants to
22 insulate themselves from liability to Plaintiff for violations of law. The corporate existence of
23 Defendant and DOES 1 through 50 inclusive is necessary to avoid fraud and injustice to
24 Plaintiff herein.

25 f. Accordingly, Defendants constitute the alter ego of DOES 1 through 50
26 inclusive, and the fiction of their separate corporate existence must be disregarded.

27 g. As a result of the aforementioned facts, Plaintiff is informed and believes,
28 and based thereupon alleges that Defendants and DOES 1 through 50 inclusive are Plaintiff's

1 joint employers by virtue of a joint enterprise, and that Plaintiff and other similarly situated
2 workers were employees of Defendants and DOES 1 through 50 inclusive. Plaintiff and
3 similarly situated workers performed services for each and every one of Defendants, and to the
4 mutual benefit of all Defendants, and all Defendants shared control over Plaintiff and similarly
5 situated workers as employees, either directly or indirectly, and the manner and means by which
6 Defendants' business was and is conducted.

7 **FACTUAL ALLEGATIONS**

8 14. Plaintiff worked as a maintenance worker for Defendant from approximately
9 May 7, 2018 to February 19, 2019.

10 15. Plaintiff worked at various locations where Defendant provided its maintenance
11 services. Primarily, she worked at apartment buildings located at Grand Avenue in Los Angeles
12 and Virgil Avenue in Los Angeles.

13 16. Upon information and belief, Defendant provides maintenance services to dozens
14 of different apartment buildings in California.

15 17. Plaintiff and the putative class members are, and at all times pertinent hereto
16 have been, non-exempt employees within the meaning of California Labor code § 500, *et seq.*,
17 and the rules and regulations of the California IWC Wage Orders.

18 18. During the entirety of her employment, Plaintiff's hourly rate was \$13.25 an
19 hour. This rate was never increased with increased municipal minimum wage laws. On
20 information and belief, Defendant failed to pay Plaintiff and the putative class minimum wages
21 as required in various municipalities in California during the relevant time period.

22 19. Plaintiff worked five days a week for Defendant. Plaintiff worked over eight (8)
23 hours a day almost daily, resulting in her routinely working overtime each week. Despite
24 working over eight (8) hours a day and/or forty (40) hours a week, Plaintiff was not paid at the
25 overtime rate for all her hours as required by the Labor Code. For instance, during the pay
26 period of February 1, 2019 and February 25, 2019, Plaintiff worked a total of ten days for 112
27 hours. Despite working 32 hours overtime, only 16 hours were paid at a time and half of
28 Plaintiff's regular rate of pay. However, because Plaintiff's regular rate of pay was less than the

1 minimum wage in Los Angeles county for 2019, Plaintiff was never paid proper overtime
2 compensation. The putative class members were similarly compensated by Defendant, and thus
3 were not compensated at the proper overtime premium for all overtime hours worked.

4 20. Further, Plaintiff and the putative class were denied meal breaks and rest breaks
5 required under California Labor Code §§ 226.7 and 512. Specifically, Plaintiff and the putative
6 class members were unable to take a 30-minute, uninterrupted meal break due to Defendant's
7 policies and practices of forcing Plaintiff and the putative class members to perform work by not
8 relieving them of their duty. In addition, the timing of meal and rest breaks also violated
9 California law when the breaks started too late. Plaintiff and the putative class were denied a
10 second meal break when they worked shifts over 10 hours Plaintiff and putative class members
11 were denied at least two rest breaks of at least a ten (10) minutes each day they worked. When
12 Plaintiff and the putative class members worked over ten (10) hours, they were also denied a
13 third ten (10) minute rest break. Defendant did not compensate Plaintiff or the putative class
14 with meal and rest break penalty payments as required under the Labor Code.

15 21. Despite being unable to take a meal break, Plaintiff and the putative class
16 members were required to clock out as if they took a sixty (60) minute meal break.

17 22. Plaintiff and the putative class members were further not paid at least minimum
18 wage for all their hours worked in violation of the Labor Code due to this unlawful sixty-minute
19 deduction of a meal period.

20 23. Defendant issued Plaintiff and the putative class inaccurate wage statements, that
21 failed to account for all their hours, all their overtime hours, all rates of pay, and all meal and
22 rest break premiums owed, sick pay, and accounting for uniform, tool and equipment deductions
23 thus violating California Labor Code § 226(a), 226.3 and 226.2.

24 24. Defendant has a policy and practice of not reimbursing Plaintiff and the putative
25 class members for necessary business expenses, including but not limited to reimbursement for
26 the cost of uniforms, tools, equipment and cell phone use in violation of California Labor Code
27 § 2802.

28

1 25. Further, Defendant failed to provide paid sick days to Plaintiff and the putative
2 class members who have worked for thirty (30) days in violation of California Labor Code §
3 246.

4 26. Defendants failed to provide Plaintiff and the putative class members with
5 required information in writing upon hiring in violation of the California Labor Code section
6 2810.5.

7 27. As a result of not paying Plaintiff and the putative class for all hours worked at
8 the proper rate of pay and meal and rest break penalties owed due to missed breaks, Plaintiff and
9 the putative class are still owed wages and penalties. With respect to all former employees,
10 Defendant has failed to timely pay wages due to those putative class members in violation of the
11 California Labor Code §§ 201 and 202.

12 28. Plaintiff also bring this action due to Defendant's violation of California Labor
13 Code § 1198 and IWC Wage Order 5-2001 section 14 by failing to provide suitable seating for
14 Plaintiff and other current and former similarly aggrieved employees at Defendant's California
15 locations. Plaintiff seeks penalties on behalf of herself and other current and former similarly
16 aggrieved employees through PAGA § 2699(f), as provided for herein.

17 29. Within the applicable statute of limitations period, Plaintiff was employed as a
18 non-exempt hourly worker for Defendant's in Los Angeles, California within Los Angeles
19 County. Wage Order 5-2001 states:

20 (A) All working employees shall be provided with suitable seats when the nature of
the work reasonably permits the use of seats.

21 (B) When employees are not engaged in the active duties of their employment and
22 the nature of the work requires standing, an adequate number of suitable seats shall
be placed in reasonable proximity to the work area and employees shall be permitted
23 to use such seats when it does not interfere with the performance of their duties.

24 30. Defendant failed to provide suitable seats or any seats to Plaintiff and other
25 current and former similarly aggrieved employees in Defendant's California locations. The
26 nature of work performed by Defendant's employees reasonably permits the use of seats.
27 Workers, such as Plaintiff and the aggrieved employees, spent their entire day in apartment
28 buildings. The duties they perform include but are not limited to processing, sorting cleaning

1 supplies and cleaning all common areas of the apartment buildings. The use of a seat during the
2 performance of those duties would not interfere with the performance of those duties.

3 31. Further, Defendant failed to provide an adequate number of seats in sufficiently
4 close proximity to where Plaintiff and similarly aggrieved employees performed their job duties
5 because Defendant provided no seats for workers at its California locations.

6 **CLASS ACTION ALLEGATIONS**

7 32. **Proposed Class:** The proposed class that Plaintiff will ask this Court to certify
8 is defined as follows:

9 All current and former non-exempt, hourly paid workers who worked for
10 Defendant in California between February 11, 2015, and through the date that
11 class notice is mailed to the class (this time frame is hereinafter referred to as the
12 “relevant time period”).

13 33. **Proposed Minimum Wage Subclass:** All current and former non-exempt,
14 hourly paid workers who worked for Defendant in Los Angeles county who were paid less than
15 the Los Angeles County minimum wage between February 11, 2015, and through the date that
16 class notice is mailed to the class (this time frame is hereinafter referred to as the “relevant time
17 period”).

18 34. Plaintiff reserves the right to amend or modify the class description with greater
19 specificity or further division into subclasses or limitation to particular issues.

20 35. This action has been brought and may be maintained as a class action pursuant to
21 California Code of Civil Procedure section 382 because there is a well-defined community of
22 interest among numerous persons who comprise a readily ascertainable class.

23 36. **Numerosity and Ascertainability:** The potential number of putative class
24 members as defined below is so numerous that joinder of all members would be unfeasible and
25 impractical. The disposition of their claims through this class action will benefit both the parties
26 and this Court. The number of putative class members estimated to be greater than 100
27 individuals, the identify of and membership in the putative class can readily be ascertained from
28 employment records maintained by Defendant.

37. **Superiority:** The nature of this action and the nature of laws available to
Plaintiff make use of the class action format particularly efficient and appropriate under the

1 circumstances presented in this lawsuit. By establishing a technique whereby the claims of
2 many individuals' claims can be resolved at the same time, the class both eliminates the
3 possibility of repetitious litigation and provides small-value claimants with a method of
4 obtaining redress for claims which would otherwise be too small to warrant individual litigation.
5 Class action treatment will allow a large number of similarly situated persons to prosecute their
6 common claims in a single forum, simultaneously, efficiently, and without the unnecessary
7 duplication of effort and expense that numerous individual actions would require. The actual
8 monetary recovery due to most of the individual putative class members is likely to be small,
9 and the burden and expense of individual litigation would make it prohibitive for individual
10 putative class members to seek relief. A class action will serve an important public interest by
11 permitting such individuals to effectively pursue recovery of the sums owed to them. Further,
12 class litigation prevents the potential for inconsistent or contradictory judgments if individual
13 putative class members were to litigate separately. Finally, class litigation will preserve
14 valuable judicial resources by having all issues decided by one court in once venue.

15 38. **Well-Defined Community of Interest:** Plaintiff and the putative class meet the
16 established standard for class certification (*See e.g., Lockheed Martin Corp. v. Superior Court*,
17 29 Cal.4th 1096 (2003)), as follows:

18 a. **Typicality:** the claims of Plaintiff are typical of the putative class because
19 all members of the putative class sustained substantially identical injuries and damages arising
20 out Defendant's policies, practices, and common course of conduct in violation of California's
21 law and the injuries and damages of all putative class members were caused by Defendant's
22 wrongful conduct in violation of California law. There are no facts known to Plaintiff that
23 would subject her to defenses unique from those of the applicable to the putative class.

24 b. **Adequacy:** Plaintiff is an adequate representative of the putative class
25 she seeks to represent. She has agreed to fairly protect the interests of the putative class. She is
26 aware of the duties required of her in acting as the class representative. He has no interests
27 antagonistic to the putative class. Finally, she has agreed to vigorously pursue this suit through
28

1 her attorneys who are competent, skilled and experienced in class action litigation in state and
2 federal courts in both California and in the United States more broadly.

3 c. **Predominant Common Questions of Law and/or Fact Include:**

4 i. Whether Defendant violated Labor Code §§ 1194 and 510 by not paying
5 all overtime wages due to Plaintiff and the putative class for time spent performing work for
6 Defendants' benefit when that time resulted in hours in excess of eight (8) in one day or forty
7 (40) in one week;

8 ii. Whether Defendants failed to pay Plaintiff and the putative class
9 members at least minimum wage for all hours worked;

10 iii. Whether Defendant failed to offer 30-minute uninterrupted meal breaks to
11 Plaintiff and the putative class;

12 iv. Whether Defendant failed to start Plaintiff's and the putative class' meal
13 breaks before the end of the fifth hour of the start of any shift;

14 v. Whether Defendant failed to offer a third 10-minute uninterrupted rest
15 break and/or a second uninterrupted meal break to Plaintiff and the putative class when they
16 worked over ten hours a day;

17 vi. Whether Defendant failed to timely pay former employees for all hours
18 and penalties due upon discharge or resignation;

19 vii. Whether Defendant failed to provide accurate itemized wage statements
20 to Plaintiff and the putative class in violation of Labor Code § 226(a), 226.3 and 226.2;

21 viii. Whether Defendant failed to provide paid sick days to Plaintiff and the
22 putative class;

23 ix. Whether Defendant failed to reimburse Plaintiff and the putative class for
24 all necessary business expenses;

25 x. Whether Defendant's actions alleged in this Complaint constitute unfair
26 competition or unlawful business practices under the California Business and Professions Code
27 sections 17200, *et seq.*;

28

1 xi. Whether Defendant violated California Labor Code § 1198 and IWC
2 Wage Order 4-2001 section 14 by failing to provide suitable seating for Plaintiff and other
3 current and former similarly aggrieved employees at Defendant's California locations;

4 xii. Whether Defendant is liable for the labor law violations alleged in this
5 Complaint;

6 xiii. Whether Plaintiff and the putative class are entitled to attorney fees;

7 xiv. Whether Plaintiff and the putative class are entitled to prejudgment
8 interest;

9 xv. Whether Plaintiff and the putative class are entitled to restitution;

10 xvi. Whether Plaintiff and the putative class might be required to ultimately
11 justify an individual claim does not preclude maintenance of a class action. *Collins v. Rocha*, 7
12 Cal.2d 232 (1997).

13 **FIRST CAUSE OF ACTION**
14 **Failure to Pay Minimum Wage**
15 **Cal Lab. Code § 1194, 1194.2, and 1197**
16 **(Against All Defendants)**

17 39. Labor Code section 1197 makes it unlawful to pay an employee less than the minimum
18 wage, as established by the Industrial Welfare Commission, for each hour worked.

19 40. Labor Code section 1194 entitles an employee receiving less than the minimum wage to
20 recover, in a civil action, the unpaid balance of minimum wages owing, plus interest thereon,
21 reasonable attorneys' fees, and costs of suit.

22 41. Labor Code section 1194.2 entitles an employee receiving less than the minimum wage
23 to recover liquidated damages in an amount equal to the unpaid minimum wages and interest
24 thereon.

25 42. Defendant violated Plaintiff and the putative class members' right to be paid at least the
26 minimum wage for all hours worked by paying below the Los Angeles County minimum wage
27 in 2019. Further, Defendant had a practice of deducting sixty-minutes for employees' meal
28 breaks regardless if a meal break was taken.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendant's failure to
pay the minimum wage for each hour worked, as described herein, was done willfully.

1 44. As a direct and proximate result of the aforementioned violations, Plaintiff and the
2 putative class have been damaged by Defendant in an amount according to proof at time of trial.

3 45. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

4 46. Defendant's failure to comply with Labor Code §§ 1194, 1194.2, and 1197 triggers
5 penalties under California Labor Code § 2699(f).

6
7 **SECOND CAUSE OF ACTION**
8 **Failure to Compensate for All Hours Worked**
9 **Cal. Lab. Code § 204**
10 **(Against All Defendants)**

11 47. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
12 as though fully set forth herein.

13 48. California Labor Code § 204 provides that all wages for all work performed must
14 be paid "twice during each calendar month, on days designated in advance by the employer as
15 regular paydays."

16 49. Plaintiff and the putative class are/were required to be paid their regular rate of
17 pay for all hours worked for Defendant during the relevant time period.

18 50. Defendant failed to compensate Plaintiff and the putative class for all hours
19 worked at the proper rates of pay due to its illegal policy and/or practice of requiring Plaintiff
20 and putative class members to work off the clock before their scheduled shifts and by deducting
21 thirty (30) minutes from Plaintiff and the putative class members' hours for a meal break that
22 was never actually provided.

23 51. IWC Wage Order 4-2001 § 11(a); Cal. Code of Regs. Tit. 8, § 11040(11)(a); see
24 also 2002 DLSE Manual § 46.6.1, mandate that meal periods during which workers are not
25 relieved of all duties count as hours worked in calculating time worked in a work day. The time
26 Plaintiff and the putative class spent performing work functions during meal periods should
27 have been incorporated into hours worked by Plaintiff and the putative class, but Defendants
28 knowingly, willingly and intentionally refused to include that time in hours worked.

52. In violation of California law, Defendant knowingly and willfully refused to
perform its obligations in recording and paying for all working time performed by Plaintiff and

1 the putative class such that Plaintiff and the putative class were not compensated for all time
2 worked. Defendant's conduct was willful, intentional, deliberate and with an improper motive
3 amounting to malice and in conscious disregard for the rights of Plaintiff and the putative class,
4 thereby entitling Plaintiff and the putative class to recover nominal, actual, compensatory, and
5 all damages so allowable under California law, in amounts according to proof at time of trial.

6 53. As a direct and proximate result of the aforementioned violations, Plaintiff and
7 the putative class have been damaged by Defendant in an amount according to proof at time of
8 trial.

9 54. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

10 55. Defendant's failure to comply with Labor Code § 204 triggers penalties under
11 California Labor Code § 2699(f).

12 **THIRD CAUSE OF ACTION**
13 **Failure to Pay Overtime Wages**
14 **(Against All Defendants)**

15 56. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
16 as though fully set forth herein.

17 57. California Labor Code § 510(a) provides as follows:

18 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
19 one workday and any work in excess of 40 hours in any one workweek and the first
20 eight hours worked on the seventh day of work in any one workweek shall be
21 compensated at the rate of no less than one and one-half times the regular rate of pay
22 for an employee. Any work in excess of 12 hours in one day shall be compensated at
23 the rate of no less than twice the regular rate of pay for an employee. In addition, any
24 work in excess of eight hours on any seventh day of a workweek shall be
25 compensated at the rate of no less than twice the regular rate of pay of an employee.

26 58. IWC Wage Order 1-5001(3)(A)(1) and 8 Cal. Code Regs. § 11040 provide as
27 follows:

28 The following overtime provisions are applicable to employees 18 years of age or over
and to employees 16 or 17 years of age who are not required by law to attend school
and are not otherwise prohibited by law from engaging in the subject work. Such
employees shall not be employed more than eight (8) hours in any workday or more
than 40 hours in any workweek unless the employee receives one and one-half (1 ½)
times such employee's regular rate of pay for all hours worked over 40 hours in the
workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond
eight (8) hours in any workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for such overtime at not less than:

1 (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours
2 worked in excess of eight (8) hours up to and including 12 hours in any workday,
3 and for the first eight (8) hours worked on the seventh (7th) consecutive day of work
4 in a workweek.

5 59. California Labor Code § 1194(a) provides as follows:

6 Notwithstanding any agreement to work for a lesser wage, any employee receiving
7 less than the legal minimum wage or the legal overtime compensation applicable to
8 the employee is entitled to recover in a civil action the unpaid balance of the full
9 amount of this minimum wage or overtime compensation, including interest thereon,
10 reasonable attorney's fees, and costs of suit.

11 60. California Labor Code § 200 defines wages as to include "all amounts for labor
12 performed by employees of every description, whether the amount is fixed or ascertained by the
13 standard of time, task, piece, commission basis, or other method of calculation." All such
14 wages are subject to California's overtime requirements, including those set forth above.

15 61. IWC Wage Order 5-2001 § 11(a); Cal. Code of Regs. Tit. 8, § 11040(11)(a); *see*
16 *also* 2002 DLSE Manual § 46.6.1, mandate that meal periods during which workers are not
17 relieved of all duties count as hours worked in calculating time worked in a work day. The time
18 Plaintiff and the putative class spent performing work functions during meal periods should
19 have been incorporated into hours worked by Plaintiff and the putative class but Defendant
20 knowingly, willingly and intentionally refused to include that time in hours worked.

21 62. Further, by failing to pay all overtime hours worked at the proper overtime rate,
22 Defendant further knowingly and willingly refused to pay proper overtime for all overtime
23 hours worked.

24 63. Defendant's uniform policy and practice of failing to pay Plaintiff and the
25 putative class the proper wages owed for all hours worked is unlawful. As a result of this
26 unlawful policy, Plaintiff and the putative class have worked overtime hours for Defendant
27 without being paid overtime premiums in violation of California law.

28 64. In violation of California law Defendant knowingly and willfully refused to
perform its obligations in recording and paying Plaintiff and the putative class for overtime
hours worked. Defendant's act in so doing was willful, intentional, deliberate and with an
improper motive amounting to malice and in conscious disregard for the rights of Plaintiff and
the putative class thereby entitling Plaintiff and the putative class to recover nominal, actual,

1 compensatory, and all damages so allowable under California law, in amounts according to
2 proof at time of trial.

3 65. As a direct and proximate result of the aforementioned violations, Plaintiff and
4 the putative class have been damaged by Defendant in an amount according to proof at time of
5 trial for unpaid overtime and civil penalties, with interest thereon as well as an award of attorney
6 fees and costs set forth below.

7 66. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

8 67. Defendant's failure to pay overtime triggers penalties under California Labor
9 Code § 2699(f).

10 **FOURTH CAUSE OF ACTION**
11 **Failure to Offer Legally Compliant Meal Periods**
12 **(Against All Defendants)**

13 68. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
14 as though fully set forth herein.

15 69. California Labor Code §§ 226.7 and 512 (a), (b), and (d), and the applicable IWC
16 Wage Orders require Defendants to provide meal breaks to Plaintiff and the putative class.
17 Under California law, unless the employee is relieved of all duty during the 30-minute meal
18 period, the employee is considered "on duty" and the meal is counted as time worked under the
19 applicable wage orders. Defendants' requirement that Plaintiff and the putative class perform
20 work duties during their breaks denies them the opportunity of taking uninterrupted meal breaks
21 pursuant to California law.

22 70. Furthermore, Plaintiff and the putative class were often prevented from taking
23 their meal breaks before the end of the fifth hour and were not offered second meal breaks for
24 shifts ten hours or longer at all.

25 71. Under Labor Code § 226.7(b)-(c) and the applicable wage orders, an employer
26 who fails to provide required meal periods must, as compensation, pay the employee one hour
27 of pay at the employee's regular rate of compensation for each workday in which a meal period
28 was not provided.

1 72. In violation of California law, Defendant knowingly and willfully prevented
2 Plaintiff and the putative class from having the opportunity to take uninterrupted, 30-minute
3 meal breaks. Defendant's act in so doing was willful, intentional, deliberate and with an
4 improper motive amounting to malice and in conscious disregard for the rights of Plaintiff and
5 the putative class, thereby entitling Plaintiff and the putative class to recover nominal, actual,
6 compensatory, and all damages so allowable under California law, in amounts according to
7 proof at time of trial.

8 73. As a direct and proximate result of the aforementioned violations, Plaintiff and
9 the putative class have been damaged by Defendant in an amount according to proof at time of
10 trial for unpaid overtime and civil penalties, with interest thereon as well as an award of attorney
11 fees and costs set forth below.

12 74. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

13 75. Defendant's failure to comply with Labor Code §§ 226.7 and 512 (a), (b), and (d)
14 triggers penalties under California Labor Code § 2699(f).

15 **FIFTH CAUSE OF ACTION**
16 **Failure to Offer Legally Compliant Rest Periods**
17 **(Against All Defendants)**

18 76. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
19 as though fully set forth herein.

20 77. California Labor Code §§ 226.7 and 512(c) and the applicable IWC Wage Orders
21 require Defendant to provide rest breaks to Plaintiff and the putative class. Under California
22 law, if the employee is not relieved of all duty during the ten-minute rest period, the employee is
23 considered "on duty." This time is also counted as time worked under the applicable wage order.
24 Defendants' requirement that Plaintiff and the putative class perform work duties during their
25 breaks denies them the opportunity of taking uninterrupted rest breaks pursuant to California
26 law.

27 78. Under Labor Code § 226.7(b)-(c) and the applicable wage orders, an employer
28 who fails to provide required rest periods must, as compensation, pay the employee one hour of

1 pay at the employee's regular rate of compensation for each workday in which a rest period was
2 not provided.

3 79. In violation of California law, Defendant knowingly and willfully prevented
4 Plaintiff and the putative class from having the opportunity to take uninterrupted rest breaks and
5 failed to offer them a third rest break when they worked over ten hours a day. Defendant's act
6 in so doing was willful, intentional, deliberate and with an improper motive amounting to
7 malice and in conscious disregard for the rights of Plaintiff and the putative class, thereby
8 entitling Plaintiff and the putative class to recover nominal, actual, compensatory, and all
9 damages so allowable under California law, in amounts according to proof at time of trial.

10 80. As a direct and proximate result of the aforementioned violations, Plaintiff and
11 the putative class have been damaged by Defendant in an amount according to proof at time of
12 trial for unpaid overtime and penalties, with interest thereon as well as an award of attorney fees
13 and costs set forth below.

14 81. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

15 82. Defendants' failure to comply with Labor Code §§ 226.7 and 512(c) triggers
16 penalties under California Labor Code § 2699(f).

17 **SIXTH CAUSE OF ACTION**
18 **Failure to Timely Pay Wages Upon Termination**
19 **(Against All Defendants)**

20 83. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
21 as though fully set forth herein.

22 84. Defendant's failure to pay wages as alleged above was willful in that Defendants
23 knew wages and penalties were due but failed to pay them in violation of California Labor Code
24 §§ 201 and 202, thus triggering waiting time penalties pursuant to Labor Code § 203, which
25 provides that employees' wages shall continue as a penalty to the employer for a period of up to
26 30 days from the time they were due.

27 85. Defendant has routinely, uniformly and deliberately failed to pay Plaintiff and
28 the putative class a sum certain at their termination or within 72 hours of their resignation and

1 have failed to pay those sums for thirty days thereafter. As such Plaintiff and the putative class
2 are entitled to penalties pursuant to Labor Code § 203.

3 86. In violation of California law, Defendant knowingly and willfully refused to pay
4 Plaintiff and the putative class all wages due at the end of their employment with Defendants
5 and did so willfully, intentionally, deliberately and with an improper motive amounting to
6 malice and in conscious disregard for the rights of Plaintiff and the putative class thereby
7 entitling Plaintiff and the putative class to recover nominal, actual, compensatory, and all
8 damages so allowable under California law, in amounts according to proof at time of trial.

9 87. As a direct and proximate result of the aforementioned violations, Plaintiff and
10 the putative class have been damaged by Defendant in an amount according to proof at time of
11 trial for unpaid overtime and civil penalties, with interest thereon as well as an award of attorney
12 fees and costs set forth below.

13 88. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

14 89. Defendant's failure to comply with Labor Code § 201, 202 and 203 triggers
15 penalties under California Labor Code § 2699(f).

16 **SEVENTH CAUSE OF ACTION**
17 **Failure to Provide Accurate Itemized Wage Statements**
18 **(Against All Defendants)**

19 90. Plaintiff and the putative class re-allege and incorporate the foregoing paragraphs
20 as though fully set forth herein.

21 91. At all relevant times, Plaintiff and the putative class were non-exempt employees
22 covered by California Labor Code §§ 226 and 226.3.

23 92. California Labor Code § 226(a) states:

24 An employer, semimonthly or at the time of each payment of wages, shall furnish
25 to his or her employee, either as a detachable part of the check, draft, or voucher
26 paying the employee's wages, or separately if wages are paid by personal check
27 or cash, an accurate itemized statement in writing showing (1) gross wages
28 earned, (2) total hours worked by the employee, except as provided in
subdivision (j), (3) the number of piece-rate units earned and any applicable
piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
provided that all deductions made on written orders of the employee may be
aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
of the period for which the employee is paid, (7) the name of the employee and
only the last four digits of his or her social security number or an employee

1 identification number other than a social security number, (8) the name and
2 address of the legal entity that is the employer and, if the employer is a farm
3 labor contractor, as defined in subdivision (b) of Section 1682, the name and
4 address of the legal entity that secured the services of the employer, and (9) all
5 applicable hourly rates in effect during the pay period and the corresponding
6 number of hours worked at each hourly rate by the employee and, beginning July
7 1, 2013, if the employer is a temporary services employer as defined in Section
8 201.3, the rate of pay and the total hours worked for each temporary services
9 assignment.

10 93. Labor Code 226.2(a)(2) states in pertinent part:

11 The itemized statement required by subdivision (a) of Section 226 shall, in
12 addition to the other items specified in that subdivision, separately state the
13 following, to which the provisions of Section 226 shall also be applicable:

14 (A) The total hours of compensable rest and recovery periods, the rate of
15 compensation, and the gross wages paid for those periods during the pay
16 period.

17 (B) . . . the total hours of other nonproductive time . . . the rate of compensation,
18 and the gross wages paid for that time during the pay period . . .

19 94. Defendant knowingly and intentionally failed to include required information on
20 Plaintiff's and the putative class members' wage statements as required by Labor Code § 226(a)
21 subsections (1),(2), (5) and (9), and section 226.2(a) subsections (2)(A) and (2)(B).

22 95. As a result of Defendant's issuance of inaccurate wage statements, Plaintiff and
23 the putative class were unable to promptly and easily determine from the wage statements alone
24 the information required to be present by Labor Code § 226(a) subsections (1),(2), (5) and (9),
25 and section 226.2(a) subsections (2)(A) and (2)(B). Indeed, it is nearly impossible to discern
26 whether Plaintiff and the putative class were paid properly by referring to face of the wage
27 statements alone.

28 96. Labor Code § 226(e) states:

An employee suffering injury as a result of a knowing and intentional failure by
an employer to comply with subdivision (a) is entitled to recover the greater of
all actual damages or fifty dollars (\$50) for the initial pay period in which a
violation occurs and one hundred dollars (\$100) per employee for each violation
in a subsequent pay period, not to exceed an aggregate penalty of four thousand
dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's
fees.

97. Labor Code § 226.3 states:

Any employer who violates subdivision (a) of Section 226 shall be subject to a
civil penalty in the amount of two hundred fifty dollars (\$250) per employee per
violation in an initial citation and one thousand dollars (\$1,000) per employee for
each violation in a subsequent citation, for which the employer fails to provide

1 the employee a wage deduction statement or fails to keep the records required in
2 subdivision (a) of Section 226. The civil penalties provided for in this section are
in addition to any other penalty provided by law.

3 98. In violation of California law, Defendant knowingly and intentionally issued
4 Plaintiff and the putative class inaccurate wage statements in violation of California Labor Code
5 § 226(a), triggering penalties under both sections 226(e) and 226.3. Defendant's act in so doing
6 was willful, intentional, deliberate and with an improper motive amounting to malice and in
7 conscious disregard for the rights of Plaintiff and the putative class, thereby entitling Plaintiff
8 and the putative class to recover nominal, actual, compensatory, and all damages so allowable
9 under California law, in amounts according to proof at time of trial.

10 99. Plaintiff and the putative class also ask the Court for injunctive relief to end
11 Defendants' illegal issuance of inaccurate wage statements pursuant to California Labor Code §
12 226(h).

13 100. As a direct and proximate result of the aforementioned violations, Plaintiff and
14 the putative class have been damaged by Defendant in an amount according to proof at time of
15 trial for unpaid overtime and civil penalties, with interest thereon as well as an award of attorney
16 fees and costs set forth below.

17 101. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

18 102. Defendant's failure to comply with Labor Code § 226, 226.2, and 226.3 triggers
19 penalties under California Labor Code § 2699(f).

20 **EIGHTH CAUSE OF ACTION**
Violation of California's Labor Code § 2810.5
(Against All Defendants)

21 103. Plaintiff and aggrieved employees re-allege and incorporate the foregoing
22 paragraphs as though fully set forth herein.

23 104. California Labor Code § 2810.5 states in pertinent part:

24 (a) (1) At the time of hiring, an employer shall provide to each employee a written
25 notice, in the language the employer normally uses to communicate employment-
related information to the employee, containing the following information:

26 (A) The rate or rates of pay and basis thereof, whether paid by the hour,
27 shift, day, week, salary, piece, commission, or otherwise, including any
rates for overtime, as applicable.

28 (B) Allowances, if any, claimed as part of the minimum wage, including
meal or lodging allowances.

1 (C) The regular payday designated by the employer in accordance with the
2 requirements of this code.

3 (D) The name of the employer, including any “doing business as” names
4 used by the employer.

5 (E) The physical address of the employer’s main office or principal place
6 of business, and mailing address, if different.

7 (F) The telephone number of the employer.

8 (G) The name, address, and telephone number of the employer’s workers’
9 compensation insurance carrier.

10 (H) That an employee: may accrue and use sick leave; has a right to
11 request and use accrued paid sick leave; may not be terminated or
12 retaliated against for using or requesting the use of accrued paid sick
13 leave; and has the right to file a complaint against an employer who
14 retaliates.

15 105. Defendant failed to provide Plaintiff and similarly aggrieved employees with
16 information required under the following – included but not limited to – subsections of
17 2810.5(a)(1) sub. (A), (C), (D), (E), (F), (G) and (H).

18 106. As a proximate result of the aforementioned violations, Plaintiff and the putative
19 class have been damaged by Defendant in an amount according to proof at time of trial for
20 unpaid civil penalties, with interest thereon as well as an award of attorney fees and costs set
21 forth below.

22 107. Defendant’s failure to comply with Labor Code § 2810.5 triggers penalties under
23 California Labor Code § 2699(f).

24 **NINTH CAUSE OF ACTION**
25 **Violation of California Business and Professions Code §§ 17200, *et seq.***
26 **(Against All Defendants)**

27 108. Plaintiff and aggrieved employees re-allege and incorporate the foregoing
28 paragraphs as though fully set forth herein.

109. California Business and Professions Code §§ 17200, *et seq.*, (hereinafter referred
at the “UCL”) prohibits unfair competition in the form of any unlawful, unfair or fraudulent
business acts or practices.

110. UCL section 17204 allows a person injured by the unfair business acts or
practices to prosecute a civil action for violation of the UCL.

111. California Labor Code § 90.5(a) states it is the public policy of California to
vigorously enforce minimum labor standards in order to ensure employees are not required to

1 work under substandard and unlawful conditions, and to protect employers who comply with the
2 law from those who attempt to gain a competitive advantage at the expense of their employees
3 by failing to comply with minimum labor standards.

4 112. Beginning at some point before the start of the relevant time period and
5 continuing through it, Defendant committed acts of unfair competition as defined by the UCL,
6 by engaging in the unlawful, unfair and fraudulent business practices and acts described in this
7 Complaint, including but not limited to:

8 a. Violations of California Labor Code §§ 1194. 1194.2, and 1197 pertaining to the
9 payment of minimum wages for all hours worked;

10 b. Violations of California Labor Code § 204 pertaining to the payment of wages
11 for all hours worked;

12 c. Violations of California Labor Code §§ 510 and 1194 and IWC Wage Orders
13 pertaining to overtime pay;

14 d. Violations of California Labor Code §§ 226.7 and 512 and IWC Wage Orders
15 pertaining to meal and rest breaks;

16 e. Violations of California Labor Code §§ 201-03 pertaining to failure to pay timely
17 wages upon termination;

18 f. Violations of California Labor Code § 226 pertaining to the provision of itemized
19 accurate wage statements;

20 113. The violations of these laws and regulations, as well as the fundamental
21 California public policies protecting straight time wages and overtime wages, serve as unlawful
22 predicate acts and practices for purposes of Business and Professions Code §§ 17200, *et seq.*

23 114. The acts and practices described above constitute unfair, unlawful and fraudulent
24 business practices, and unfair competition, within the meaning of the UCL. Among other
25 things, the acts and practices have taken from Plaintiff and the putative class wages rightfully
26 earned by them, while enabling Defendant to gain an unfair competitive advantage over its law-
27 abiding employer-competitors.

28

1 115. UCL § 17203 provides that a court may make such orders or judgments as may
2 be necessary to prevent the use or employment by any person of any practice which constitutes
3 unfair competition.

4 116. As a direct and proximate result of the aforementioned acts and practices,
5 Plaintiff and the putative class have suffered a loss of money and property, in the form of unpaid
6 wages which are due and payable to them.

7 117. UCL § 17203 provides a court may restore to any person in interest money or
8 property which may have been acquired by means of such unfair competition. Plaintiff and the
9 putative class are entitled to restitution pursuant to UCL § 17203 for all wages and payments
10 unlawfully withheld from the Class members during the four-year period prior to filing this
11 Complaint.

12 118. UCL § 17202 provides “notwithstanding section 3369 of the Civil Code, specific
13 or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of
14 unfair competition.” Plaintiff and the putative class are entitled to all applicable penalty
15 provisions of the Labor Code pursuant to Business and Professions Code § 17202.

16 119. Plaintiff’s success in this action will enforce the important rights affecting the
17 public interest, and in that regard Plaintiff sues on behalf of herself as well as others similarly
18 situated and, accordingly, pursuant to the UCL, this Court should make such orders or
19 judgments as may be necessary to prevent use or employment by Defendants of any unlawful or
20 deceptive practices prohibited by the UCL, including but not limited to disgorgement of ill-
21 gotten gains, which may be necessary to restore Plaintiff and the putative class the money
22 Defendant has unlawfully failed to pay.

23 120. Plaintiff herein takes it upon herself to enforce these lawful claims. There is a
24 financial burden involved in pursuing this action, an action seeking to vindicate a public right,
25 and it would be against the interest of justice to penalize Plaintiff by forcing his and/or his class
26 to pay other parties’ attorney fees from the recovery in this action pursuant to California’s Code
27 of Civil Procedure §1021.5 and otherwise.

28 121. Wherefore, Plaintiff and the putative class request relief as hereinafter provided.

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TENTH CAUSE OF ACTION
Violation of California Labor Code § 2802
(Against All Defendants)

122. Plaintiff and aggrieved employees re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

123. California Labor Code § 2802 requires employers to “indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or his or her obedience to the directions of the employer.”

124. While acting on the direct instruction of Defendant and discharging their duties for them, Plaintiff and the putative class members incurred work-related expenses, including but not limited to the use of their personal cell phones for work-related purposes. Plaintiff and the putative class members incurred these substantial expenses and losses as a direct result of performing their job duties for Defendant.

125. Defendant has failed to indemnify or, in any manner, reimburse Plaintiff and the putative class members for these expenditures and losses.

126. As a direct and proximate result of Defendants’ conduct, Plaintiff and the putative class members have suffered substantial losses according to proof, with interest thereupon as well as an award of attorneys’ fees and costs set forth below.

127. Defendants’ failure to comply with Labor Code § 2802 triggers penalties under California Labor Code § 2699(f).

ELEVENTH CAUSE OF ACTION
PAGA, Cal. Lab. Code § 2699, et seq.
(Against All Defendants)

128. Plaintiff and aggrieved employees re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

129. Plaintiff is an aggrieved employee as defined in California Labor Code section 2699(c) because at all relevant times during his employ with Defendant, she was denied proper overtime wages, wages for all hours worked, meal and rest breaks, accurate wage statements, and adequate seating.

1 130. PAGA permits Plaintiff, as an aggrieved employee, to recover penalties on behalf
2 of herself and other current and former employees as a result of the employer's violations of the
3 California Labor Code.

4 131. Plaintiff sent notice to the LWDA and the Defendant of the violations described
5 herein on February 11, 2020, in compliance with California Labor Code section 2699.3(a)(1).
6 Plaintiff has received no indications from the LWDA that it intends to investigate the allegations
7 set forth in Plaintiff's notice and in this Complaint.

8 Count I - Failure to Pay Minimum Wage

9 132. Defendant has a pattern and practice of not compensating aggrieved employees at
10 the proper minimum wage as set by each municipality where the aggrieved employees are
11 working in California, violating Cal. Lab. Code §§ 1194, 1194.2, and 1997. Specifically,
12 Defendant failed to pay the Los Angeles minimum wage to Plaintiff and other aggrieved
13 employees.

14 133. Plaintiff reincorporates paragraphs 39-46 as if fully set forth herein.

15 Count II- Failure to Compensate for All Hours Worked

16 134. Defendant has a pattern and practice of deducting sixty minutes from Plaintiff
17 and the aggrieved employees' hours, and thus are failing to pay at least the California minimum
18 wage for all hours the aggrieved employees worked in violation of Cal. Lab. Code § 204.

19 135. Plaintiff reincorporates paragraphs 47-55 as if fully set forth herein.

20 Count III - Failure to Pay Overtime Wages

21 136. Defendant has a pattern of practice of failing to pay all overtime wages for hours
22 worked over eight hours in a day or forty hours in a week as required by the Cal. Lab. Code §
23 510, 1194 and the IWC Wage Order 5-2001.

24 137. Defendant also violated IWC Wage Order 5-2001 by failing to calculate missed
25 meal breaks as hours worked for purposes of overtime pay.

26 138. Plaintiff reincorporates paragraphs 56-67 as if fully set forth herein.

27 Count IV – Failure to Offer Meal or Rest Breaks

28 139. Defendant does not provide Plaintiff or the aggrieved employees with 30-minute,
uninterrupted meal or rest breaks in violation of Cal. Lab. Code §§ 226.7 and 512.

1 140. Plaintiff reincorporates paragraphs 68-82 as if fully set forth herein.

2 Count V – Failure to Timely Pay Wages Upon Termination

3 141. As a result of not paying Plaintiff or the aggrieved overtime wages and minimum
4 wage for all hours worked, Defendant also violated Cal. Lab. Code §§ 201, 202, and 203 by
5 failing to pay Plaintiff and the aggrieved employees all wages due upon termination.

6 142. Plaintiff reincorporates paragraphs 83-89 as if fully set forth herein.

7 Count VI – Provide Accurate Itemized Wage Statements

8 143. Defendant failed to provide accurate wage statements to Plaintiff and the
9 aggrieved employees in violation of Cal. Lab. Code §§ 226, 226.2, and 226.3.

10 144. Plaintiff reincorporates paragraphs 90-102 as if fully set forth herein.

11 Count VII – Hiring Documentation Claim

12 145. Cal. Lab. Code § 2810.5 requires employers to furnish a written notice with
13 particular information upon hiring, such as regular paydays, rate of pay, and any allowances
14 claimed.

15 146. Plaintiff reincorporates paragraphs 103-107 as if fully set forth herein.

16 Count VIII – Failure to Reimburse

17 147. Cal. Lab. Code § 2802 entitles Plaintiff and the aggrieved employees to be
18 reimbursed by Defendant for all necessary business expenditures.

19 148. Plaintiff reincorporates paragraphs 122-127 as if fully set forth herein.

20 Count IX – Failure to Provide Paid Sick Days

21 149. Cal. Lab. Code § 246 requires that employers in California provide employees
22 who have worked for thirty (30) days or more with paid sick days.

23 150. Defendant did not provide any paid sick days to Plaintiff or the aggrieved
24 employees and otherwise prevented them from taking sick days.

25 151. The aggrieved employees that are still working for Defendant continue to be
26 denied sick days and continue to be prevented from taking sick days.

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- 1 E. An award of prejudgment and post judgment interest;
- 2 F. For restitution for unfair competition pursuant to the UCL, including disgorgement of
- 3 profits, in any amount as may be proven;
- 4 G. An award providing for payment of costs of the suit;
- 5 H. For an order awarding Plaintiff and the putative class compensatory damages including
- 6 lost wages, premium pay, earnings and other employee benefits and all other sums of
- 7 money owed to Plaintiff and the putative class together with interest on these amounts,
- 8 according to proof;
- 9 I. An award of attorney fees;
- 10 J. For an order appointing Plaintiff class representative and Plaintiff's counsel class
- 11 counsel for all classes and subclasses included in this Complaint; and
- 12 For such other and further relief as this Court deems just and proper.

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14 **JURY TRIAL DEMANDED**

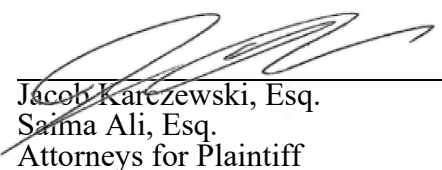
15 Plaintiff hereby demands trial by jury of all issues so triable.

16

17 DATED: March 27, 2020

EMPLOYEE JUSTICE LEGAL GROUP, PC

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19 By: 

Jacob Karczewski, Esq.
Saima Ali, Esq.
Attorneys for Plaintiff
Carolina Portillo

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