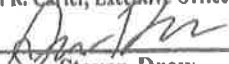


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Superior Court of California
County of Los Angeles

JUN 30 2020

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

Attorneys for Plaintiff Hollister Higgins, individually
and on behalf of all others similarly situated

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

HOLLISTER HIGGINS, individually and on
behalf of all others similarly situated,

Case No.: 20STCV05282
*Assigned to Hon. Ann. I. Jones Dept.
SSC-11*

Plaintiff,

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

vs.

1. Violation of Labor Code § 226.2
2. Violation of Section 5 of the Wage Order
3. Violation of Labor Code §§ 226.7 and 512(a)
4. Violation of Labor Code §226
5. Violation of Labor Code §2802
6. Violation of Business & Professions Code §§ 17200 *et seq.*
7. Recovery of Civil Penalties, Labor Code § 2699

CLUBCORP USA, INC., a Delaware corporation; CLUBCORP ALISO VIEJO HOLDING CORP., a Delaware corporation; CLUBCORP BRAEMAR COUNTRY CLUB, INC., a Delaware corporation; CLUBCORP BUNKER HILL CLUB, INC., a Delaware corporation; CLUBCORP CANYON CREST COUNTRY CLUB, INC., a Delaware corporation; CLUBCORP CENTER CLUB, INC., a Delaware corporation; CLUBCORP COTO PROPERTY HOLDINGS, INC., a Delaware corporation; CLUBCORP CROW CANYON MANAGEMENT CORP., a Delaware corporation; CLUBCORP DESERT FALLS COUNTRY CLUB, INC., a Delaware corporation; CLUBCORP GRANITE BAY MANAGEMENT, INC., a Delaware corporation; CLUBCORP IW GOLF CLUB, INC., a Delaware corporation; CLUBCORP MISSION HILLS COUNTRY CLUB, INC., a Delaware corporation; CLUBCORP PORTER VALLEY COUNTRY CLUB, INC., a Delaware corporation; CLUBCORP SAN JOSE CLUB,

Jury Trial Demanded

INC., a Delaware corporation; CLUBCORP
SHADOW RIDGE GOLF CLUB, INC., a
Delaware corporation; CLUBCORP SPRING
VALLEY LAKE COUNTRY CLUB, INC., a
Delaware corporation; CLUBCORP
SYMPHONY TOWERS CLUB, INC., a
Delaware corporation; CLUBCORP TEAL
BEND GOLF CLUB, INC., a Delaware
corporation; CLUBCORP TURKEY CREEK
GOLF CLUB, INC., a Delaware corporation;
and DOES 1 through 25,

Defendants.

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Hollister Higgins is an individual and resident of Cathedral City, California. Plaintiff has been employed by Defendants at Defendants' Mission Hills Country Club as an esthetician.

2. Defendant ClubCorp USA, Inc. is a Delaware corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324. ClubCorp USA, Inc. is the largest owner and operator of private golf and country clubs in the United States.

3. Defendant ClubCorp Aliso Viejo Holding Corp. is a Delaware corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

4. Defendant ClubCorp Braemar Country Club, Inc. is a Delaware corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

5. Defendant ClubCorp Bunker Hill Club, Inc. is a Delaware corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

6. Defendant ClubCorp Canyon Crest Country Club, Inc. is a Delaware corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

7. Defendant ClubCorp Center Club, Inc. is a Delaware corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

8. Defendant ClubCorp Coto Property Holdings, Inc. is a Delaware corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

9. Defendant ClubCorp Crow Canyon Management Corp. is a Delaware corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

1 10. Defendant ClubCorp Desert Falls Country Club, Inc. is a Delaware
2 corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

3 11. Defendant ClubCorp Granite Bay Management, Inc. is a Delaware
4 corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

5 12. Defendant ClubCorp IW Golf Club, Inc. is a Delaware corporation,
6 headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

7 13. Defendant ClubCorp Mission Hills Country Club, Inc. is a Delaware
8 corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

9 14. Defendant ClubCorp Porter Valley Country Club, Inc. is a Delaware
10 corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

11 15. Defendant ClubCorp San Jose Club, Inc. is a Delaware corporation,
12 headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

13 16. Defendant ClubCorp Shadow Ridge Golf Club, Inc. is a Delaware
14 corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

15 17. Defendant ClubCorp Spring Valley Lake Country Club, Inc. is a Delaware
16 corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

17 18. Defendant ClubCorp Symphony Towers Club, Inc. is a Delaware
18 corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

19 19. Defendant ClubCorp Teal Bend Golf Club, Inc. is a Delaware corporation,
20 headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

21 20. Defendant ClubCorp Turkey Creek Golf Club, Inc. is a Delaware
22 corporation, headquartered at 3030 LBJ Freeway, Ste 600, Dallas, Texas 25324.

23 21. Plaintiff does not know the true names or capacities of the Defendants sued
24 herein as Does 1 through 25, inclusive, and, for that reason, said Defendants are sued under
25 such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each
26 of said fictitious Defendants are and were responsible in some manner for the injuries
27 complained of herein. Plaintiff will amend this Complaint to identify such fictitiously named
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1 Defendants pursuant to Code of Civil Procedure Section 474 once their identities become
2 known.

3 22. The relief sought by Plaintiff on behalf of herself and the Class defined below
4 exceeds the minimal jurisdictional limits of the Superior Court and will be established
5 according to proof at trial. The Court has personal jurisdiction over each of the parties
6 because they are either citizens of this State, doing business in this State or otherwise have
7 minimum contacts with this State.

8 23. Venue is proper in this County, as Defendants ClubCorp Braemar Country
9 Club, Inc., ClubCorp Bunker Hill Club, Inc. are residents of this County and Defendant
10 ClubCorp USA, Inc. is foreign corporation that has not designated a principal place of
11 business in California and, so, may be sued in any California county.

12 24. Plaintiff is informed and believes and, based thereon, alleges that Defendants
13 were at all times relevant hereto members of, and engaged in, a joint venture, partnership,
14 association or common enterprise, and acting within the course and scope of, and in
15 pursuance of, said joint venture, partnership, association or common enterprise.
16 Furthermore, Plaintiff is informed and believes and, based thereon, alleges that at all times
17 relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or
18 acted as agents or employees of each other with respect to, the commission of the acts
19 complained of herein. Defendants are therefore jointly and severally liable for the injuries
20 complained of herein.

21 **CLASS ALLEGATIONS**

22 25. Plaintiff brings this action pursuant to California Code of Civil Procedure
23 Section 382 on behalf of herself and the Class described below. The Class is comprised of
24 and defined as:

25 All persons who worked for Defendants in California and were paid
26 any piece-rate compensation at any time within the four years prior to
27 the initiation of this action until the date that the class is certified
28 (hereinafter “the Class period”).

1 26. There exists a well-defined community of interest among the Class, and the
2 Class is readily ascertainable.

3 27. The members of the Class are so numerous that joinder of all members in a
4 single action would not be feasible or practical, and the amount of individual damages is not
5 large enough to make individual lawsuits by each class member practical or feasible.
6 Plaintiff is informed and believes and based upon such information and belief alleges that
7 there are in excess of 50 members of the Class.

8 28. Plaintiff's claims are typical of the claims of the rest of the Class, and
9 Plaintiff will fairly and adequately represent the interests of the Class.

10 29. Common issues of fact and/or law predominate in this action over any
11 allegedly individual issues. Specifically, the following common questions of fact or law
12 predominate and make this action superior to individual actions:

13 (i) whether Plaintiff and the rest of the Class are entitled to
14 recover damages, penalties and other relief on the grounds that Defendants have used
15 uniform policies and procedures that have consistently violated California labor laws and
16 regulations and caused Plaintiff and the rest of the Class to suffer the same or similar
17 injuries;

18 (ii) whether Defendants failed to pay Plaintiff and the rest of the
19 Class for all hours worked and for rest periods taken, in violation of California Law
20 including Labor Code Section 226.2;

21 (iii) whether Defendants failed to provide wage statements as
22 required by Labor Code section 226;

23 (iv) whether Defendants failed to provide Plaintiff and the rest of
24 the Class with legally required meal and rest breaks, in violation of Labor Code Sections
25 226.7 and 512(a) and the applicable wage order;

26 (v) whether Defendants failed to indemnify the Class for all of the
27 necessary expenditures or losses incurred in direct consequence of the discharge of their
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1 duties, or of their obedience to the directions of their employer, in violation of Labor Code
2 Section 2802; and

3 (vi) whether Defendants' practices constitute unfair, fraudulent, or
4 illegal business practices under Business and Professions Code Sections 17200 *et seq.*

5 30. California labor laws under which Plaintiff asserts the following causes of
6 action on behalf of herself and the rest of the Class are broadly remedial in nature. These
7 labor laws serve an important public interest in establishing minimum working conditions
8 and standards in California. They furthermore protect employees from exploitation by
9 employers who may seek to take advantage of their superior economic and bargaining power
10 in setting onerous terms and conditions of employment. The class action mechanism is a
11 particularly efficient and appropriate procedure to redress the injuries alleged herein. If each
12 employee in the Class was required to file an individual action, Defendants would be able to
13 use their superior financial and legal resources to gain an unfair advantage over each
14 individual class member. Moreover, requiring each class member to pursue an individual
15 action would also discourage the assertion of meritorious causes of action by employees
16 who would likely be disinclined to file such individual actions due to a justifiable fear of
17 retaliation and damage to their careers at subsequent employment.

18 31. In addition, even if feasible, individual actions by each Class member would
19 create a substantial risk (i) of inconsistent or varying adjudications with respect to the claims
20 of each Class member against Defendants, that in turn could establish potentially
21 incompatible standards of conduct for Defendants, and/or (ii) of adjudications with respect
22 to individual Class members that would, as a practical matter, be dispositive of the interests
23 of the other Class members. Furthermore, the claims of each individual Class member are
24 not sufficiently large enough to make it economically feasible to bring each Class member's
25 claims on an individual basis.

26 **GENERAL ALLEGATIONS**

27 32. Plaintiff is informed and believes and, based thereon, alleges that during the
28 Class Period, Defendants employed Plaintiff and the rest of the Class as exempt employees.

33. Plaintiff was employed as an esthetician.

34. During the Class Period, Plaintiff and other Class members were paid by the piece for services that they provided to Defendants' customers. These wages did not adequately compensate Plaintiff and other Class members for all of the hours they worked. Among other things, Defendants did not compensate Class members for nonproductive time, including time that Class members spent on administrative activities, marketing activities, meetings and training.

35. While employed by Defendants, Plaintiff and the Class members were not always provided with compliant meal and rest breaks. And, when Plaintiff and Class members took ten-minute rest breaks, they were not separately compensated for such time.

36. To perform their jobs, Plaintiff and other members of the Class were required to use their own cell phones, computers and internet access. Defendants did not reimburse Plaintiff or the other Class members for these expenses. In addition, members of the Class were required to wear uniforms. However, Defendants failed to reimburse Class members for all costs and maintenance associated with such uniforms.

37. On information and belief, Plaintiff alleges that Defendants applied the same policies described above to all other members of the proposed Class. As alleged below, these uniform policies, practices and procedures violated California's labor laws and constituted unfair, fraudulent or illegal business practices under Business & Professions Code Sections 17200 *et seq.*

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226.2

(Against all Defendants)

38. Plaintiff re-alleges and incorporate herein by this reference each of the allegations set forth in Paragraphs 1- 37, inclusive.

39. During the Class period, Labor Code Section 226.2 applied to Defendants' employment of Plaintiff and the rest of the class. At all times relevant hereto, Labor Code Section 226.2 required Defendants to compensate Plaintiff and the Class for all non-

1 productive time at no less than the applicable minimum wage and for all rest breaks at the
2 higher of: (a) an average hourly rate determined by dividing the total compensation for the
3 workweek, exclusive of compensation for rest and recovery periods and any premium
4 compensation for overtime, by the total hours worked during the workweek, exclusive of
5 rest and recovery periods, and (b) the applicable minimum wage.

6 40. Plaintiff and members of the Class were not paid for nonproductive time or
7 rest breaks at the wages required by section 226.2.

8 41. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
9 Defendants unpaid wages under section 226.2, at any time within the four years prior to the
10 initiation of this action until the date that the Class is certified, plus liquidated damages
11 under Labor Code Section 1194.2, interest thereon, and reasonable attorneys' fees and costs.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY REPORTING TIME WAGES**

14 42. Plaintiff re-alleges and incorporates herein by this reference each of the
15 allegations set forth in Paragraphs 1-41, inclusive.

16 43. During the Class Period, Section 5 of the applicable Wage Order provided:
17 “(A) Each workday an employee is required to report for work and does report, but is not
18 put to work or is furnished less than half of said employee’s usual or scheduled day’s work,
19 the employee shall be paid for half the usual or scheduled day’s work, but in no event for
20 less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay,
21 which shall not be less than the minimum wage. (B) If an employee is required to report for
22 work a second time in any one workday and is furnished less than two hours of work on the
23 second reporting, said employee shall be paid for two hours at the employee’s regular rate of
24 pay, which shall not be less than the minimum wage.”

25 44. At times during the Class Period, Plaintiff and class members reported for
26 work in order to provide a scheduled service to find that the service had been cancelled. In
27 such circumstances, Defendants did not pay Plaintiff and the Class members the reporting
28 time wages owed to them under Section 5 of the Wage Order.

45. As a result of Defendants' failure to comply with the wage order, Plaintiff and the Class members are entitled to recover from Defendants all unpaid reporting time wages, plus liquidated damages under Labor Code Section 1194.2, interest and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

FOR VIOLATION OF LABOR CODE SECTIONS 226.7(b) AND 512(a)

AND THE APPLICABLE IWC WAGE ORDER

(Against all Defendants)

46. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraphs 1-45, inclusive.

47. During the Class period, Labor Code Sections 226.7(b) and 512(a) and the applicable IWC Wage Order applied to Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code Section 226.7(b) provided that employers such as Defendants could not require employees such as the Class members to work during any meal or rest period mandated by an applicable order of the IWC.

48. At all times relevant hereto, Labor Code Section 512(a) and the applicable IWC Order also required Defendants, every time Plaintiff and the Class members worked a period of five (5) or more hours per day, to permit Plaintiff and the Class members the opportunity to take a thirty (30) minute uninterrupted meal break during which Plaintiff and the Class members were and are free to leave the premises and were and are relieved of all duty. Furthermore, at all times relevant hereto, Labor Code Section 512(a) and the applicable IWC Wage Order provided that employers such as Defendants could not require or permit an employee such as Plaintiff or a member of the Class to work a period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes.

49. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be

1 based on the total hours worked daily at the rate of ten (10) minutes net rest per four (4)
2 hours or major fraction thereof” unless the total daily work time is less than three and one-
3 half (3 ½).

4 50. At times during the Class period, Plaintiff and the rest of the Class were not
5 provided with any meal period at all, or were required by Defendants to work more than five
6 (5) hours per day before they were given the opportunity to take a thirty (30) minute
7 uninterrupted meal break during which Plaintiff and the Class were and are free to leave
8 their places of work and were and are relieved of all duty. Furthermore, at times during the
9 Class period, Plaintiff and the Class were required by Defendants to work more than ten (10)
10 hours per day without receiving a second meal period of not less than thirty (30) minutes.

11 51. In addition, at times during the Class Period, Defendants failed to provide
12 Plaintiff and the rest of the Class with all required rest periods in violation of Labor Code
13 Section 226.7(b) and the applicable IWC Wage Order.

14 52. Accordingly, pursuant to Labor Code Section 226.7(c), Plaintiff and the rest
15 of the Class are entitled to recover from Defendants one additional hour of pay at the Class
16 members’ regular rate of compensation for each workday that a compliant meal or rest
17 period was not provided.

18 **FOURTH CAUSE OF ACTION**

19 **FOR VIOLATIONS OF LABOR CODE SECTION 226**

20 53. Plaintiff re-alleges and incorporates herein by this reference each of the
21 allegations set forth in Paragraphs 1-52, inclusive.

22 54. During the Class period, Labor Code Section 226(a) applied to Defendants’
23 employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code
24 Section 226(a) required that employers such as Defendants furnish to their employees, semi-
25 monthly or at the time of each payment of wages, an accurate itemized statement in writing
26 showing such matters as the name and address of the legal entity that is the employer, the
27 gross wages earned, the total hours worked, the net wages earned and all applicable hourly
28 rates, during the pay period.

1 55. During the Class period, Labor Code section 226.2(a)(2) provided that wage
2 statements must also include the total hours of compensable rest and recovery periods, the
3 rate of compensation and the gross wages paid for such periods during the pay period and
4 the total hours of other non-productive time, the rate of compensation and the gross wages
5 paid for that time during the pay period.

6 56. Plaintiff is informed and believes and, based thereon, alleges that during the
7 Class Period Defendants knowingly and intentionally failed to provide such accurate
8 itemized wage statements to Plaintiff and the members of the Class. Therefore, Defendants
9 violated Labor Code Section 226(a) and 226.2(a)(2). Plaintiff and the rest of the Class
10 suffered injury as a result of Defendants' failure to comply with Labor Code Section 226(a).

11 57. Accordingly, pursuant to Labor Code Section 226(e), Plaintiff and each
12 member of the Class are entitled to recover from Defendants the greater of their actual
13 damages or fifty dollars (\$50) for the initial violation of Labor Code Section 226(a) and one
14 hundred dollars (\$100) for each subsequent violation during the applicable limitations
15 period, up to a maximum of \$4,000 per Class member or the then applicable legal rates at
16 the time of adjudication, plus their reasonable attorneys' fees and costs.

17 **FIFTH CAUSE OF ACTION**

18 **FOR VIOLATION OF LABOR CODE SECTION 2802**

19 (Against all Defendants)

20 58. Plaintiff re-alleges and incorporates herein by this reference each of the
21 allegations set forth in Paragraphs 1-57, inclusive.

22 59. During the Class period, Labor Code Section 2802 applied to Defendants'
23 employment of Plaintiff and the rest of the Class and required employers such as Defendants
24 to reimburse their employees for all necessary expenditures or losses incurred by employees
25 in direct consequence of the discharge of their duties.

26 60. Defendants have failed and refused to compensate Plaintiff and the Class for
27 expenses incurred in the course of performing their jobs. Accordingly, Plaintiff and the rest
28

1 of the Class are entitled to recover from Defendants these unreimbursed expenses, interest
2 thereon, together with their reasonable attorneys' fees and costs.

3 **SIXTH CAUSE OF ACTION**

4 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE**

5 **SECTIONS 17200 *ET SEQ.***

6 (Against all Defendants)

7 61. Plaintiff re-alleges and incorporates herein by this reference each of the
8 allegations in Paragraphs 1-60, inclusive.

9 62. During the Class period, Defendants' practices, as alleged above, have been
10 and continue to be unfair, fraudulent and illegal, and harmful to Plaintiff, the rest of the
11 Class and the general public. Defendants' above-alleged practices constitute violations of
12 Business and Professions Code Sections 17200 *et seq.* Specifically, a practice that violates
13 any state law or regulation may constitute the basis of an unlawful business practice
14 prohibited by Business and Professions Code Sections 17200 *et seq.*

15 63. Among other things, the following practices of Defendants, as alleged above,
16 constitute unfair business practices:

17 a. Defendants' failure to properly compensate Plaintiff and the Class for
18 non-productive time and rest breaks, in violation of Labor Code section 226.2.

19 b. Defendants' failure to pay reporting time wages to Plaintiff and the
20 Class, in violation of section 5 of the Wage Order.

21 c. Defendants' failure to compensate Plaintiff and the Class for non-
22 compliant or unprovided meal and rest breaks, as required by Labor Code Sections 226.7(b)
23 and 512(a) and the applicable IWC order.

24 d. Defendants' failure to reimburse Plaintiff and the Class for their
25 reimbursable expenses as required by Labor Code Section 2802.

1 64. Accordingly, pursuant to Business and Professions Code Section 17200
2 *et seq.*, Plaintiff and the rest of the Class are entitled to restitution of wages and other
3 property held by Defendants during the Class Period.

4 65. Plaintiff meets the standing requirements for seeking relief pursuant to
5 Business and Professions Code Section 17203, in that she has suffered an injury in fact and
6 has lost money as a result of Defendants' policies, practices and procedures, as more fully
7 set forth elsewhere in this pleading.

8 **SEVENTH CAUSE OF ACTION**

9 **RECOVER OF CIVIL PENALTIES UNDER PAGA**

10 66. Plaintiff re-alleges and incorporates herein by this reference, the allegations
11 in Paragraphs 1 through 65, inclusive.

12 67. Plaintiff brings this claim on behalf of the Labor and Workforce
13 Development Agency ("LWDA") under the California Labor Code Private Attorneys
14 General Act of 2004 ("PAGA"), California Labor Code §§ 2698-2699.5. In pursuing her
15 PAGA claim, Plaintiff represents the same legal right and interest as state labor law
16 enforcement agencies. PAGA permits Plaintiff to recover civil penalties that otherwise
17 would have been assessed and collected by the LWDA and other state agencies.

18 68. Plaintiff has complied with the notice requirements of Labor Code section
19 2699.3. On February 10, 2020, Plaintiff's representatives notified the LWDA of the Labor
20 Code violations alleged herein. The LWDA has not responded to Plaintiff's initial notice.
21 Pursuant to section 2699.3(a)(2)(A), Plaintiff is now entitled to seek recovery civil penalties
22 for Defendants' violations against all of Defendant's aggrieved employees.

23 69. As alleged herein, such violations include:

- 24 a. Violations of Labor Code § 226.2;
- 25 b. Violations of Labor Code §§ 226.7 and 512(a) ;
- 26 c. Violations of Labor Code §226; and
- 27 d. Violations of Labor Code §2802
- 28

70. Accordingly, on behalf of all aggrieved employees, Plaintiff seeks recovery of civil penalties owed by Defendants as result of such violations pursuant to Labor Code section 2699, in addition to reasonable attorney's fees and costs of suit.

PRAYER

WHEREFORE, Plaintiff prays for judgment on behalf of herself and the rest of the Class against all Defendants, as follows:

ON THE FIRST CAUSE OF ACTION

1. For unpaid wages for Defendants' failure to pay Plaintiff and the Class for nonproductive time and rest breaks;
2. For liquidated damages pursuant to Labor Code section 1194.2;
3. For prejudgment interest; and
4. For reasonable attorneys' fees and costs under Labor Code section 218.5.

ON THE SECOND CAUSE OF ACTION

1. For unpaid reporting time wages;
2. For prejudgment interest; and
3. For reasonable attorneys' fees and costs under Labor Code section 218.5.

ON THE THIRD CAUSE OF ACTION

1. For unpaid wage premiums for failing to provide compliant meal periods and/or rest periods;
2. For prejudgment interest; and
3. For reasonable attorneys' fees and costs under Code of Civil Procedure section 1021.5

ON THE FOURTH CAUSE OF ACTION

1. For damages under Labor Code Section 226(e) for the failure to provide accurate wage statements in accordance with Labor Code §226(a);
2. For reasonable attorneys' fees under Labor Code Section 226(e).

ON THE FIFTH CAUSE OF ACTION

1. For the unreimbursed expenses incurred by Plaintiff and the Class;

1 2. For prejudgment interest;

2 3. For reasonable attorneys' fees and costs under Labor Code Section 2802.

3 **ON THE SIXTH CAUSE OF ACTION**

4 1. For restitution of all unpaid wages, overtime and other monies withheld from
5 Plaintiff and the rest of the Class as a result of Defendants' unfair, unlawful or fraudulent
6 business practices;

7 2. For reasonable attorneys' fees and costs under Code of Civil Procedure
8 Section 1021.5.

9 **ON THE SEVENTH CAUSE OF ACTION**

10 1. For civil penalties; and

11 2. For reasonable attorney's fees and costs pursuant to California Labor Code
12 section 2699(g)

13 **ON ALL CAUSES OF ACTION**

14 1. For certification of the action as a class action;

15 2. For attorneys' fees and costs pursuant to Civil Procedure Section 1021.5, the
16 "common fund" theory, the "substantial benefit" theory and/or any other applicable theory
17 or doctrine; and,

18 3. For such further relief as the Court may deem appropriate.

19 DATED: June 30, 2020

GUNDZIK GUNDZIK HEEGER LLP



21 By: _____
22 Aaron C. Gundzik
23 Attorneys for Plaintiff Hollister Higgins,
24 individually and on behalf of all others
25 similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for herself and the rest of the Class on all claims so triable.

DATED: June 30, 2020

GUNDZIK GUNDZIK HEEGER LLP

By: 
Aaron C. Gundzik
Attorneys for Plaintiff Hollister Higgins,
individually and on behalf of all others
similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On June 30, 2020, I served the following document described as

- **FIRST AMENDED COMPLAINT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

(XX) BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on June 30, 2020, at Sherman Oaks, California.



Nicole Salazar

SERVICE LIST

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