

1 Edwin Aiwarzian (SBN 232943)

2 edwin@lfjpc.com

3 Arby Aiwarzian (SBN 269827)

4 arby@lfjpc.com

5 **LAWYERS for JUSTICE, PC**

6 410 West Arden Avenue, Suite 203

7 Glendale, California 91203

8 Tel: (818) 265-1020 / Fax: (818) 265-1021

9 Amir Nayebdadash (SBN 232204)

10 amir@protectionlawgroup.com

11 Heather Davis (SBN 239372)

12 heather@protectionlawgroup.com

13 **PROTECTION LAW GROUP LLP**

14 136 Main Street, Suite A

15 El Segundo, California 90245

16 Tel: (424) 290-3095 / Fax: (866) 264-7880

17 Attorneys for Plaintiff

18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

MARIA PALMERIN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

GOLDEN STATE MEDICAL SUPPLY, INC.,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 56-2019-00524873-CU-OE-VTA
Dept. 21

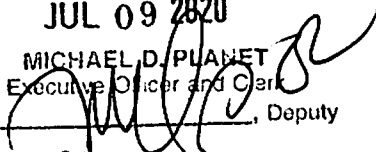
Hon. Jeffrey G. Bennett

**JOINT STIPULATION REGARDING
FILING OF FIRST AMENDED
COMPLAINT; [PROPOSED] ORDER**

RECEIVED
VENTURA SUPERIOR COURT
JUN 10 2020
I.C.

VENTURA
SUPERIOR COURT
FILED

JUL 09 2020

MICHAEL D. PLANET
Executive Officer and Clerk
BY:  Deputy
M. CAMPOS

BY FAX

1 **TO THE HONORABLE COURT ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:** It is hereby stipulated and agreed by and between Plaintiff Maria Palmerin (Plaintiff)
3 and Defendant Golden State Medical Supply, Inc, (Defendant) (collectively "the parties"), by
4 and through their respective attorneys of record, as follows:

5 **WHEREAS**, on February 14, 2019, Plaintiff filed a Complaint against Defendant with
6 the Ventura County Superior Court, Case No. 56-2019-00524873-CU-OE-VTA, alleging ten
7 causes of action under the California Labor Code and California Business and Professions Code.

8 **WHEREAS**, the parties have agreed to permit Plaintiff to file a First Amended
9 Complaint adding one cause of action under the Private Attorney General Act of 2004
10 ("PAGA").

11 **WHEREAS**, Plaintiff sent a PAGA Letter to the California Labor and Workforce
12 Development Agency and Defendant on March 24, 2020, and more than sixty-five days have
13 passed without the LWDA informing Plaintiff of its intent to investigate these claims.

14 **WHEREAS**, California Labor Code section 2698 *et seq* permits a plaintiff to amend a
15 complaint as a matter of right to add a cause of action arising under PAGA at any time within
16 sixty days of the of the time periods specified therein.

17 **WHEREAS**, the right to amend a complaint in California has been liberally construed
18 in favor of amendment. *See e.g. Morgan v. Super. Ct.*, 172 Cal.App.2d 527, 530 (1959) (noting
19 abuse of discretion to refuse permission to amend where refusal does not prejudice the opposing
20 party and results in party being deprived of right to assert a meritorious cause of action.)

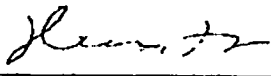
21 **WHEREAS**, this is the First Amendment to the Complaint.

22 **THEREFORE**, the Parties, by and through their respective counsel of record, hereby
23 stipulate to grant Plaintiff leave to file a First Amended Complaint adding an additional cause
24 of action under the Private Attorney General Act of 2004 ("PAGA"), pursuant to California
25 Labor Code section 2698, *et seq*. The parties stipulate that the First Amended Complaint
26 attached hereto as Exhibit A shall be deemed filed and served as of the date of the signing of the
27 [Proposed] Order by the Court.
28

1 IT IS SO STIPULATED

2
3 Dated: 6/9/2020

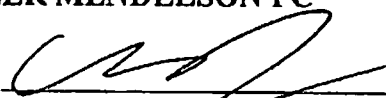
Respectfully Submitted,
PROTECTION LAW GROUP, LLP

4
5 By: 

6 HEATHER DAVIS
7 AMIR NAYEBDADASH
8 *Attorneys for Plaintiff*

9 Dated: 6/8/2020

LITTLER MENDELSON PC

10 By: 

11 CARLOS JIMENEZ
12 *Attorneys for Defendant*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1 Edwin Aiwarzian (SBN 232943)
2 **LAWYERS for JUSTICE, PC**
3 410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

4 Heather Davis (SBN 239372)
5 **PROTECTION LAW GROUP LLP**
6 136 Main Street, Suite A
El Segundo, California, 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

7 *Attorneys for Plaintiff*

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF VENTURA**

11 MARIA PALMERIN, individually, and on
12 behalf of other members of the general public
similarly situated;

13 Plaintiff,

14 vs.

15 GOLDEN STATE MEDICAL SUPPLY,
16 INC., a California corporation; and DOES 1
through 100, inclusive,

17 Defendants.

Case No.: 56-2019-00524873-CU-OE-VTA
Dept. 21

Hon. Jeffrey G. Bennett

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business

1 & Professions Code §§ 17200, et
2 seq.
3 (11) Violation of California Labor Code §
4 2698, et seq. (California Labor Code
Private Attorneys General Act of 2004)

5 **DEMAND FOR JURY TRIAL**

6 COMES NOW, Plaintiff MARIA PALMERIN ("Plaintiff"), individually, and on behalf
7 of other members of the general public similarly situated, and alleges as follows:

8 **JURISDICTION AND VENUE**

9 1. This class action is brought pursuant to the California Code of Civil Procedure
10 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal
11 jurisdiction limits of the Superior Court and will be established according to proof at trial.

12 2. This Court has jurisdiction over this action pursuant to the California
13 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all
14 other causes" except those given by statute to other courts. The statutes under which this
15 action is brought do not specify any other basis for jurisdiction.

16 3. This Court has jurisdiction over Defendant because, upon information and
17 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or
18 otherwise intentionally avails itself of the California market so as to render the exercise of
19 jurisdiction over it by California courts consistent with traditional notions of fair play and
20 substantial justice.

21 4. Venue is proper in this Court because, upon information and belief, Defendant
22 maintains offices, has agents, employs individuals, and/or transacts business in the State of
23 California, County of Ventura. The majority of acts and omissions alleged herein relating to
24 Plaintiff and the other class members took place in the State of California, including the County
25 of Ventura. At all relevant times, Defendant maintained its headquarters/"nerve center" within
26 the State of California, County of Ventura.

27 **PARTIES**

28 5. Plaintiff MARIA PALMERIN is an individual residing in the State of

1 California, County of Ventura.

2 6. Defendant GOLDEN STATE MEDICAL SUPPLY, INC., at all times herein
3 mentioned, was and is, upon information and belief, a California corporation and, at all times
4 herein mentioned, an employer whose employees are engaged throughout the State of
5 California, including the County of Ventura.

6 7. At all relevant times, Defendant GOLDEN STATE MEDICAL SUPPLY, INC.
7 was the "employer" of Plaintiff within the meaning of all applicable California laws and
8 statutes.

9 8. At all times herein relevant, Defendants GOLDEN STATE MEDICAL
10 SUPPLY, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint
11 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
12 conspirators and/or assigns, each of the other, and at all times relevant hereto were acting
13 within the course and scope of their authority as such agents, partners, joint venturers, joint
14 employers, representatives, servants, employees, successors, co-conspirators and/or assigns,
15 and all acts or omissions alleged herein were duly committed with the ratification, knowledge,
16 permission, encouragement, authorization and/or consent of each defendant designated as a
17 DOE herein.

18 9. The true names and capacities, whether corporate, associate, individual or
19 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue
20 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
21 information and belief alleges, that each of the defendants designated as a DOE is legally
22 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
23 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
24 Plaintiff will seek leave of court to amend this Complaint to show the true names and
25 capacities when the same have been ascertained.

26 10. Defendant GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through
27 100 will hereinafter collectively be referred to as "Defendants."

28 11. Plaintiff further alleges that Defendants directly or indirectly controlled or

1 affected the working conditions, wages, working hours, and conditions of employment of
2 Plaintiff and the other class members so as to make each of said Defendants employers liable
3 under the statutory provisions set forth herein.

4 **CLASS ACTION ALLEGATIONS**

5 12. Plaintiff bring this action on her own behalf and on behalf of all other members
6 of the general public similarly situated, and, thus, seeks class certification under California
7 Code of Civil Procedure section 382.

8 13. The proposed class is defined as follows:

9 All current and former hourly-paid or non-exempt employees who worked for
10 any of the Defendants within the State of California at any time during the
11 period from four years preceding the filing of this Complaint to final judgment.

12 14. Plaintiff reserves the right to establish subclasses as appropriate.

13 15. The class is ascertainable and there is a well-defined community of interest in
14 the litigation:

15 a. Numerosity: The class members are so numerous that joinder of all class
16 members is impracticable. The membership of the entire class is
17 unknown to Plaintiff at this time; however, the class is estimated to be
18 greater than fifty (50) individuals and the identity of such membership is
19 readily ascertainable by inspection of Defendants' employment records.

20 b. Typicality: Plaintiff's claims are typical of all other class members' as
21 demonstrated herein. Plaintiff will fairly and adequately protect the
22 interests of the other class members with whom she has a well-defined
23 community of interest.

24 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
25 each class member, with whom she has a well-defined community of
26 interest and typicality of claims, as demonstrated herein. Plaintiff has no
27 interest that is antagonistic to the other class members. Plaintiff's
28 attorneys, the proposed class counsel, are versed in the rules governing

1 class action discovery, certification, and settlement. Plaintiff has
2 incurred, and during the pendency of this action will continue to incur,
3 costs and attorneys' fees, that have been, are, and will be necessarily
4 expended for the prosecution of this action for the substantial benefit of
5 each class member.

6 d. Superiority: A class action is superior to other available methods for the
7 fair and efficient adjudication of this litigation because individual joinder
8 of all class members is impractical.

9 e. Public Policy Considerations: Certification of this lawsuit as a class
10 action will advance public policy objectives. Employers of this great
11 state violate employment and labor laws every day. Current employees
12 are often afraid to assert their rights out of fear of direct or indirect
13 retaliation. However, class actions provide the class members who are
14 not named in the complaint anonymity that allows for the vindication of
15 their rights.

16 16. There are common questions of law and fact as to the class members that
17 predominate over questions affecting only individual members. The following common
18 questions of law or fact, among others, exist as to the members of the class:

- 19 a. Whether Defendants' failure to pay wages, without abatement or
20 reduction, in accordance with the California Labor Code, was willful;
- 21 b. Whether Defendants' had a corporate policy and practice of failing to
22 pay their hourly-paid or non-exempt employees within the State of
23 California for all hours worked and missed (short, late, interrupted,
24 and/or missed altogether) meal periods and rest breaks in violation of
25 California law;
- 26 c. Whether Defendants required Plaintiff and the other class members to
27 work over eight (8) hours per day and/or over forty (40) hours per week
28 and failed to pay the legally required overtime compensation to Plaintiff

1 and the other class members;

- 2 d. Whether Defendants deprived Plaintiff and the other class members of
3 meal and/or rest periods or required Plaintiff and the other class
4 members to work during meal and/or rest periods without compensation;
- 5 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
6 other class members for all hours worked;
- 7 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
8 class members within the required time upon their discharge or
9 resignation;
- 10 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
11 the other class members during their employment;
- 12 h. Whether Defendants complied with wage reporting as required by the
13 California Labor Code; including, *inter alia*, section 226;
- 14 i. Whether Defendants kept complete and accurate payroll records as
15 required by the California Labor Code, including, *inter alia*, section
16 1174(d);
- 17 j. Whether Defendants failed to reimburse Plaintiff and the other class
18 members for necessary business-related expenses and costs;
- 19 k. Whether Defendants' conduct was willful or reckless;
- 20 l. Whether Defendants engaged in unfair business practices in violation of
21 California Business & Professions Code section 17200, et seq.;
- 22 m. The appropriate amount of damages, restitution, and/or monetary
23 penalties resulting from Defendants' violation of California law; and
- 24 n. Whether Plaintiff and the other class members are entitled to
25 compensatory damages pursuant to the California Labor Code.

26 **GENERAL ALLEGATIONS**

27 17. At all relevant times set forth herein, Defendants employed Plaintiff and other
28 persons as hourly-paid or non-exempt employees within the State of California, including the

1 County of Ventura.

2 13. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
3 exempt employee, from approximately February 2016 to approximately March 2017, in the
4 State of California, County of Ventura.

5 19. Defendants hired Plaintiff and the other class members, classified them as
6 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
7 missed meal periods and/or rest breaks.

8 20. Defendants had the authority to hire and terminate Plaintiff and the other class
9 members, to set work rules and conditions governing Plaintiff's and the other class members'
10 employment, and to supervise their daily employment activities.

11 21. Defendants exercised sufficient authority over the terms and conditions of
12 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
13 and the other class members.

14 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
15 class members.

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

18 24. Plaintiff and the other class members worked over eight (8) hours in a day,
19 and/or forty (40) hours in a week during their employment with Defendants.

20 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
22 employees within the State of California. This pattern and practice involved, *inter alia*, failing
23 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
24 breaks in violation of California law.

25 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members were entitled to receive
27 certain wages for overtime compensation and that they were not receiving accurate overtime
28 compensation for all overtime hours worked.

1 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 utilized time rounding practices that resulted in the systematic underpayment of wages to
3 Plaintiff and other class members including minimum wages, straight time wages, and overtime
4 wages.

5 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants as
6 a matter of policy and practice failed to pay overtime to Plaintiff and other class members
7 based on a regular rate of pay correctly calculated to include all applicable renumeration. As a
8 result, Defendants own Plaintiff and other putative class members substantial unpaid overtime
9 compensation.

10 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 failed to provide Plaintiff and the other class members all required rest and meal periods during
12 the relevant time period as required under the Industrial Welfare Commission Wage Orders
13 and thus they are entitled to any and all applicable penalties.

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

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

26 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to receive
28 at least minimum wages for compensation and that they were not receiving at least minimum

1 wages for all hours worked including time spent working off-the-clock.

2 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members were entitled to receive
4 all wages owed to them upon discharge or resignation, including overtime and minimum wages
5 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
6 them at the time of their discharge or resignation.

7 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 all wages owed to them during their employment. Plaintiff and the other class members did
10 not receive payment of all wages, including overtime and minimum wages and meal and rest
11 period premiums, within any time permissible under California Labor Code section 204.

12 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to receive
14 complete and accurate wage statements in accordance with California law, but, in fact, they did
15 not receive complete and accurate wage statements from Defendants. The deficiencies
16 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
17 other class members.

18 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Defendants had to keep complete and accurate payroll records
20 for Plaintiff and the other class members in accordance with California law, but, in fact, did
21 not keep complete and accurate payroll records.

22 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to
24 reimbursement for necessary business-related expenses including reimbursement for the use of
25 their personal cell phones and for purchases made to comply with Defendant's dress code.

26 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that they had a duty to compensate Plaintiff and the other class
28 members pursuant to California law, and that Defendants had the financial ability to pay such

1 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
2 represented to Plaintiff and the other class members that they were properly denied wages, all
3 in order to increase Defendants' profits.

4 39. During the relevant time period, Defendants failed to pay overtime wages to
5 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
6 class members were required to work more than eight (8) hours per day and/or forty (40) hours
7 per week without overtime compensation for all overtime hours worked.

8 40. During the relevant time period, Defendants failed to provide all requisite
9 uninterrupted meal and rest periods to Plaintiff and the other class members.

10 41. During the relevant time period, Defendants failed to pay Plaintiff and the other
11 class members at least minimum wages for all hours worked.

12 42. During the relevant time period, Defendants failed to pay Plaintiff and the other
13 class members all wages owed to them upon discharge or resignation.

14 43. During the relevant time period, Defendants failed to pay Plaintiff and the other
15 class members all wages within any time permissible under California law, including, *inter*
16 *alia*, California Labor Code section 204.

17 44. During the relevant time period, Defendants failed to provide complete or
18 accurate wage statements to Plaintiff and the other class members.

19 45. During the relevant time period, Defendants failed to keep complete or accurate
20 payroll records for Plaintiff and the other class members.

21 46. During the relevant time period, Defendants failed to reimburse Plaintiff and the
22 other class members for all necessary business-related expenses and costs.

23 47. During the relevant time period, Defendants failed to properly compensate
24 Plaintiff and the other class members pursuant to California law in order to increase
25 Defendants' profits.

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

1 FIRST CAUSE OF ACTION

2 (Violation of California Labor Code §§ 510 and 1198)

3 (Against GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through 100)

4 49. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
5 through 46, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 50. California Labor Code section 1198 and the applicable Industrial Welfare
8 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
9 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
10 rate of pay, depending on the number of hours worked by the person on a daily or weekly
11 basis.

12 51. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and the other class members employed by Defendants, and
14 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
15 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
16 than forty (40) hours in a workweek.

17 52. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and the other class members overtime compensation at a rate of two
19 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 53. California Labor Code section 510 codifies the right to overtime compensation
21 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
22 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
23 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
24 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
25 of work.

26 54. During the relevant time period, Plaintiff and the other class members worked in
27 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

28 55. During the relevant time period, Defendants intentionally and willfully failed to

1 pay overtime wages owed to Plaintiff and the other class members.

2 56. Defendants' failure to pay Plaintiff and the other class members the unpaid
3 balance of overtime compensation, as required by California laws, violates the provisions of
4 California Labor Code sections 510 and 1198, and is therefore unlawful.

5 57. Pursuant to California Labor Code section 1194, Plaintiff and the other class
6 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
7 attorneys' fees.

8 **SECOND CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 226.7 and 512(a))**

10 **(Against GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through 100)**

11 58. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 55, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 59. At all relevant times, the IWC Order and California Labor Code sections 226.7
15 and 512(a) were applicable to Plaintiff's and the other class members' employment by
16 Defendants.

17 60. At all relevant times, California Labor Code section 226.7 provides that no
18 employer shall require an employee to work during any meal or rest period mandated by an
19 applicable order of the California IWC.

20 61. At all relevant times, the applicable IWC Wage Order and California Labor
21 Code section 512(a) provide that an employer may not require, cause or permit an employee to
22 work for a work period of more than five (5) hours per day without providing the employee
23 with a meal period of not less than thirty (30) minutes, except that if the total work period per
24 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
25 consent of both the employer and employee.

26 62. At all relevant times, the applicable IWC Wage Order and California Labor
27 Code section 512(a) further provide that an employer may not require, cause or permit an
28 employee to work for a work period of more than ten (10) hours per day without providing the

1 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
2 that if the total hours worked is no more than twelve (12) hours, the second meal period may
3 be waived by mutual consent of the employer and the employee only if the first meal period
4 was not waived.

5 63. During the relevant time period, Plaintiff and the other class members who were
6 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
7 their legally-mandated meal periods by mutual consent, were required to work for periods
8 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
9 minutes and/or rest period.

10 64. During the relevant time period, Plaintiff and the other class members who were
11 scheduled to work for a period of time in excess of six (6) hours were required to work for
12 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
13 (30) minutes and/or rest period.

14 65. During the relevant time period, Defendants intentionally and willfully required
15 Plaintiff and the other class members to work during meal periods and failed to compensate
16 Plaintiff and the other class members the full meal period premium for work performed during
17 meal periods.

18 66. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 class members the full meal period premium due pursuant to California Labor Code section
20 226.7.

21 67. Defendants' conduct violates applicable IWC Wage Order and California Labor
22 Code sections 226.7 and 512(a).

23 68. Pursuant to applicable IWC Wage Order and California Labor Code section
24 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
25 additional hour of pay at the employee's regular rate of compensation for each work day that
26 the meal or rest period is not provided.

27 //

28 //

1 **THIRD CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226.7)**

3 **(Against GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through 100)**

4 69. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 66, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 70. At all times herein set forth, the applicable IWC Wage Order and California
8 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
9 employment by Defendants.

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

13 72. At all relevant times, the applicable IWC Wage Order provides that "[e]very
14 employer shall authorize and permit all employees to take rest periods, which insofar as
15 practicable shall be in the middle of each work period" and that the "rest period time shall be
16 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
17 hours or major fraction thereof" unless the total daily work time is less than three and one-half
18 (3 ½) hours.

19 73. During the relevant time period, Defendants required Plaintiff and other class
20 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
21 rest period per each four (4) hour period worked.

22 74. During the relevant time period, Defendants willfully required Plaintiff and the
23 other class members to work during rest periods and failed to pay Plaintiff and the other class
24 members the full rest period premium for work performed during rest periods.

25 75. During the relevant time period, Defendants failed to pay Plaintiff and the other
26 class members the full rest period premium due pursuant to California Labor Code section
27 226.7

28 76. Defendants' conduct violates applicable IWC Wage Orders and California

1 Labor Code section 226.7.

2 77. Pursuant to the applicable IWC Wage Orders and California Labor Code section
3 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
4 additional hour of pay at the employees' regular hourly rate of compensation for each work
5 day that the rest period was not provided.

6 **FOURTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

8 **(Against GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through 100)**

9 73. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 75, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 79. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
13 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
14 than the minimum so fixed is unlawful.

15 80. During the relevant time period, Defendants failed to pay minimum wage to
16 Plaintiff and the other class members as required, pursuant to California Labor Code sections
17 1194, 1197, and 1197.1.

18 81. Defendants' failure to pay Plaintiff and the other class members the minimum
19 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
20 those sections Plaintiff and the other class members are entitled to recover the unpaid balance
21 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
22 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

23 82. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
24 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
25 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
26 minimum wages.

27 83. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
28 members are entitled to recover liquidated damages in an amount equal to the wages

1 unlawfully unpaid and interest thereon.

2 **FIFTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 201 and 202)**

4 **(Against GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through 100)**

5 84. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 81, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 85. At all relevant times herein set forth, California Labor Code sections 201 and
9 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
10 time of discharge are due and payable immediately, and if an employee quits his or her
11 employment, his or her wages shall become due and payable not later than seventy-two (72)
12 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
13 intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 86. During the relevant time period, Defendants intentionally and willfully failed to
16 pay Plaintiff and the other class members who are no longer employed by Defendants their
17 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

18 87. Defendants' failure to pay Plaintiff and the other class members who are no
19 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
20 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
21 201 and 202.

22 88. California Labor Code section 203 provides that if an employer willfully fails to
23 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
24 shall continue as a penalty from the due date thereof at the same rate until paid or until an
25 action is commenced; but the wages shall not continue for more than thirty (30) days.

26 89. Plaintiff and the other class members are entitled to recover from Defendants the
27 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
28 pursuant to California Labor Code section 203.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

(Against GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through 100)

90. Plaintiff incorporates by reference the allegations contained in paragraphs 1

91. At all times herein set forth, California Labor Code section 204 provides that all

92. At all times herein set forth, California Labor Code section 204 provides that all

93. At all times herein set forth, California Labor Code section 204 provides that all

94. During the relevant time period, Defendants intentionally and willfully failed to

95. Plaintiff and the other class members are entitled to recover all remedies

24
25
26
27
28

(Against GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through 100)

96. Plaintiff incorporates by reference the allegations contained in paragraphs 1

1 forth herein.

2 97. At all material times set forth herein, California Labor Code section 226(a)
3 provides that every employer shall furnish each of his or her employees an accurate itemized
4 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
5 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
6 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
7 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
8 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
9 his or her social security number, (8) the name and address of the legal entity that is the
10 employer, and (9) all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate by the employee. The deductions
12 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
13 showing the month, day, and year, and a copy of the statement or a record of the deductions
14 shall be kept on file by the employer for at least three years at the place of employment or at a
15 central location within the State of California.

16 98. Defendants have intentionally and willfully failed to provide Plaintiff and the
17 other class members with complete and accurate wage statements. The deficiencies include,
18 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
19 the other class members.

20 99. As a result of Defendants' violation of California Labor Code section 226(a),
21 Plaintiff and the other class members have suffered injury and damage to their statutorily-
22 protected rights.

23 100. More specifically, Plaintiff and the other class members have been injured by
24 Defendants' intentional and willful violation of California Labor Code section 226(a) because
25 they were denied both their legal right to receive, and their protected interest in receiving,
26 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

27 101. Plaintiff and the other class members are entitled to recover from Defendants the
28 greater of their actual damages caused by Defendants' failure to comply with California Labor

1 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
2 employee.

3 102. Plaintiff and the other class members are also entitled to injunctive relief to
4 ensure compliance with this section, pursuant to California Labor Code section 226(h).

5 **EIGHTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 1174(d))**

7 **(Against GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through 100)**

8 103. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 100, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 104. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
12 central location in the state or at the plants or establishments at which employees are
13 employed, payroll records showing the hours worked daily by and the wages paid to, and the
14 number of piece-rate units earned by and any applicable piece rate paid to, employees
15 employed at the respective plants or establishments. These records shall be kept in accordance
16 with rules established for this purpose by the commission, but in any case shall be kept on file
17 for not less than two years.

18 105. Defendants have intentionally and willfully failed to keep accurate and complete
19 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
20 class members.

21 ///

22 ///

23 106. As a result of Defendants' violation of California Labor Code section 1174(d),
24 Plaintiff and the other class members have suffered injury and damage to their statutorily-
25 protected rights.

26 107. More specifically, Plaintiff and the other class members have been injured by
27 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
28 they were denied both their legal right and protected interest, in having available, accurate and

complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through 100)

108. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

109. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

110. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

111. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

112. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against GOLDEN STATE MEDICAL SUPPLY, INC. and DOES 1 through 100)

113. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

114. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public

1 interest within the meaning of Code of Civil Procedure section 1021.5.

2 115. Defendants' activities as alleged herein are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business &
4 Professions Code section 17200, et seq.

5 116. A violation of California Business & Professions Code section 17200, et seq.
6 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
7 policies and practices of requiring employees, including Plaintiff and the other class members,
8 to work overtime without paying them proper compensation violate California Labor Code
9 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
10 employees, including Plaintiff and the other class members, to work through their meal and
11 rest periods without paying them proper compensation violate California Labor Code sections
12 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
13 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
14 practices of failing to timely pay wages to Plaintiff and the other class members violate
15 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
16 Code sections 226(a), 1174(d), 2800 and 2802.

17 117. As a result of the herein described violations of California law, Defendants
18 unlawfully gained an unfair advantage over other businesses.

19 118. Plaintiff and the other class members have been personally injured by
20 Defendants' unlawful business acts and practices as alleged herein, including but not
21 necessarily limited to the loss of money and/or property.

22 119. Pursuant to California Business & Professions Code sections 17200, et seq.,
23 Plaintiff and the other class members are entitled to restitution of the wages withheld and
24 retained by Defendants during a period that commences four years preceding the filing of this
25 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
26 1021.5 and other applicable laws; and an award of costs.

27 //

28 //

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2699, et seq.)

(Against All Defendants)

120. Plaintiff incorporates by reference the allegations contained above and each and every part thereof with the same force and effect as though fully set forth herein.

121. Plaintiff brings her eleventh cause of action as a representative action on behalf of herself, individually as an aggrieved employee, and on behalf of similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq* in accord with California Labor Code 2699.3 ("PAGA").

122. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

123. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against her during her time of employment. Plaintiff is therefore, an "aggrieved employee" under PAGA. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

124. As set forth in detail above, during all times relevant to this Action, Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1198. *et seq.*:

- b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198, *et seq.*;
- c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512;
- d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512;
- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 203;
- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204;
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226; and
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates;
- i. Failing to reimburse employees for necessary business-related expenses and costs in violation of California Labor Code 2800 and 2802

125. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually as an aggrieved employee, and on behalf of other Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11050, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

1 126. Plaintiff has exhausted her administrative remedies pursuant to Labor Code §
2 2699.3. On or about February 28, 2019, Plaintiff, through her counsel of record, by online
3 filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to
4 the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor
5 Code and IWC Wage Orders that Defendants have violated, including the facts and theories to
6 support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA.
7 Plaintiff also paid the filing fee required under Labor Code § 2699.3. It has been more than 65
8 days, since the filing of this notice and the Labor and Workforce Development Agency has not
9 indicate that it intended to investigate the violations discussed in the notice. Accordingly,
10 Plaintiff is entitled to commence a civil action to recover penalties for herself and other
11 Aggrieved Employees pursuant to Labor Code § 2699.3.

12 127. Plaintiff was compelled to retain the services of counsel to file this court action
13 to protect her interests and the Aggrieved Employees, and to assess and collect the civil
14 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees
15 and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff, individually, and on behalf of other members of the general public similarly
18 situated, requests a trial by jury.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
21 public similarly situated, prays for relief and judgment against Defendants, jointly and
22 severally, as follows:

23 **Class Certification**

- 24 1. That this action be certified as a class action;
- 25 2. That Plaintiff be appointed as the representative of the Class;
- 26 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 27 4. That Defendants provide to Class Counsel immediately the names and most
28 current/last known contact information (address, e-mail and telephone numbers) of all class

1 members.

2 **As to the First Cause of Action**

3 5. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
5 all overtime wages due to Plaintiff and the other class members;

6 6. For general unpaid wages at overtime wage rates and such general and special
7 damages as may be appropriate;

8 7. For pre-judgment interest on any unpaid overtime compensation commencing
9 from the date such amounts were due;

10 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
11 California Labor Code section 1194; and

12 9 For such other and further relief as the Court may deem just and proper.

13 **As to the Second Cause of Action**

14 10. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
16 provide all meal periods (including second meal periods) to Plaintiff and the other class
17 members;

18 11. That the Court make an award to Plaintiff and the other class members of one
19 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
20 period was not provided;

21 12. For all actual, consequential, and incidental losses and damages, according to
22 proof;

23 13. For premium wages pursuant to California Labor Code section 226.7(c);

24 14. For pre-judgment interest on any unpaid wages from the date such amounts
25 were due;

26 15. For reasonable attorneys' fees and costs of suit incurred herein; and

27 16. For such other and further relief as the Court may deem just and proper.

28 //

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

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

1 54. For restitution of unpaid wages to Plaintiff and all the other class members and
2 all pre-judgment interest from the day such amounts were due and payable;

3 55. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, et seq.;

7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 57. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, et seq.; and

11 **As to the Eleventh Cause of Action**

12 58. For such other and further relief as the Court may deem just and proper.

13 59. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California
14 Labor Code;

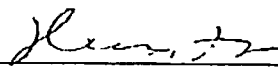
15 60. Prejudgment interest at the legal rate pursuant to California Labor Code Section
16 218.6;

17 61. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
18 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
19 Code and/or other applicable statutes; and

20 62. For such other relief as the Court deems just and proper

21 Dated: June 9, 2020

PROTECTION LAW GROUP, LLP

22
23 By: 
24 Heather Davis
25 Attorneys for Plaintiff
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~PROPOSED~~ ORDER

Per the stipulation of the Parties and finding good cause therein, the Court allows and Orders the filing of the First Amended Complaint attached to the parties Stipulation as "Exhibit A." As of the date of this signed Order, the First Amended Complaint shall be deemed the operative Complaint in this action. Plaintiff shall also separately file the First Amended Complaint following issuance of this order.

IT IS SO ORDERED

DATED: 7-2-20


JUDGE OF THE SUPERIOR COURT
JEFFERY G. BENNETT