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Superior Court of California
County of Los Angeles

APR 22 2020

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

IDA BAIRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SIERRA CORPORATE
MANAGEMENT, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **20STCV15670**

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) VIOLATION OF LABOR CODE §§ 510,
558, AND 1194;
- (2) VIOLATION OF LABOR CODE § 226.7;
- (3) VIOLATION OF LABOR CODE §§ 226.7
AND 512;
- (4) VIOLATION OF LABOR CODE § 2802
- (5) VIOLATION OF LABOR CODE §
226(a);
- (6) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*;
and
- (7) VIOLATION OF LABOR CODE §§ 2698,
ET SEQ.

DEMAND OVER \$25,000

1 Plaintiff Ida Baires (“Plaintiff”) hereby submits this Class and Representative Action
2 Complaint (“Complaint”) against Defendant Sierra Corporate Management, Inc. (“Defendant”),
3 and Does 1-50 (collectively, “Defendants”), as an individual and on behalf of all other similarly
4 situated current and former employees of Defendants, for penalties and/or damages under the
5 California Labor Code and the California Business & Professions Code for failure to pay all
6 overtime wages, failure to provide off-duty meal and rest periods, failure to reimburse business-
7 related expenses, failure to provide accurate itemized wage statements, restitution for unfair
8 business practices, as follows:

9 **INTRODUCTION**

10 1. This class and representative action is within the Court’s jurisdiction under
11 California Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 558, 1194, 2802, and 2698, *et seq.*,
12 the California Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair
13 Competition Law (the “UCL”), California Business and Professions Code § 17200, *et seq.*

14 2. This Complaint challenges systemic illegal employment practices resulting in
15 violations of the California Labor Code and Business and Professions Code against Plaintiff and
16 other employees of Defendants.

17 3. Plaintiff alleges that she and other employees of Defendants were misclassified as
18 exempt from overtime protections afforded by the California Labor Code and are entitled to
19 unpaid overtime wages from Defendants for work performed which they did not receive
20 premium overtime compensation as required by law. As a result of said misclassification,
21 Plaintiff also alleges that she and other employees were denied proper off-duty meal and rest
22 breaks, and thus are entitled to unpaid meal and rest premiums from Defendants according to
23 California law.

24 4. Plaintiff is informed and believes and based thereon alleges that Defendants
25 jointly and severally have acted intentionally and with deliberate indifference and conscious
26 disregard to the rights of all employees by failing to pay overtime wages, failing to provide off-
27 duty meal and rest breaks or pay premium compensation in lieu thereof, failing to reimburse all
28 business-related expenses, and failing to keep accurate records as to Plaintiff and other

employees.

5. Plaintiff is informed and believes and based thereon alleges that Defendants have engaged in, among other things a system of willful violations of the California Labor Code, California Business & Professions Code, and applicable IWC Wage Orders by creating and maintaining policies, practices and customs that knowingly deny employees the above stated rights and benefits.

6. The policies, practices and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code and the California Business & Professions Code.

JURISDICTION AND VENUE

7. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 558, 1194, 2802, 2698, *et seq.*, and the UCL.

8. Venue is proper in Los Angeles County because Plaintiff was employed by Defendants in this County, and Defendants have employees working in this County.

PARTIES

9. Plaintiff is a former employee of Defendant. From on or about September 21, 2016, through on or about January 10, 2020, Plaintiff worked for Defendant as a Property Manager. Plaintiff was paid an annual salary, with her highest annual salary being approximately \$35,000 during her employment with Defendant. Although Defendant classified Plaintiff as an exempt employee during her employment with Defendant, Plaintiff's annual salary did not meet the minimum threshold of two (2) times the applicable state minimum wage for full-time employment. Thus, Plaintiff does not qualify under any exemptions set forth in the applicable IWC Wage Order. As a result of Defendant's misclassification, Plaintiff was denied overtime wages and proper off-duty meal and rest breaks from Defendant.

10. During her employment with Defendant, Plaintiff was also required to use her personal vehicle for work-related purposes. In this regard, Plaintiff was required to drive her personal vehicle between different properties that she managed. However, Plaintiff did not

1 receive any reimbursement for expenses incurred in connection with the use of her personal
2 vehicle for business-related purposes.

3 11. Plaintiff was and is the victim of the policies, practices, and customs of Defendant
4 complained of in this action in ways that have deprived her of the rights guaranteed by California
5 Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 558, 1194, 2802, 2698, *et seq.*, the applicable
6 IWC Wage Orders, and the UCL.

7 12. Plaintiff is informed and believes and based thereon alleges that Defendant was
8 and is a California corporation doing business in the State of California. Defendant provides
9 property management services to various mobile home communities and apartment complexes in
10 the State of California, including in the County of Orange. Plaintiff is informed and believes,
11 and based thereon alleges that Defendant maintains its headquarters in Anaheim, California.

12 13. Plaintiff is informed and believes, and based thereon alleges that Defendant
13 employs at least fifty (50) employees in the State of California.

14 14. Plaintiff is informed and believes, and based thereon alleges that at all times
15 herein mentioned Defendant and Does 1 through 50 are and were business entities, individuals,
16 and partnerships, licensed to do business and actually doing business in the State of California.

17 15. As such, and based upon all the facts and circumstances incident to Defendants'
18 business in California, Defendants are subject to California Labor Code §§ 201-203, 226(a),
19 226.7, 510, 512, 558, 1194, 2802, 2698, *et seq.*, the IWC Wage Orders, and the UCL.

20 16. Plaintiff does not know the true names or capacities, whether individual, partner
21 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
22 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
23 Complaint when the true names and capacities are known. Plaintiff is informed and believes,
24 and based thereon alleges that each of said fictitious Defendants were responsible in some way
25 for the matters alleged herein and proximately caused Plaintiff and members of the general
26 public and class to be subject to the illegal employment practices, wrongs and injuries
27 complained of herein.

28 17. At all times herein mentioned, each of said Defendants participated in the doing

1 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
2 Defendants, and each of them, were the agents, servants and employees of each of the other
3 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
4 acting within the course and scope of said agency and employment.

5 18. Plaintiff is informed and believes, and based thereon alleges that at all times
6 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
7 joint venturer of, or working in concert with each of the other co-defendants and was acting
8 within the course and scope of such agency, employment, joint venture, or concerted activity.
9 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
10 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
11 Defendants.

12 19. At all times herein mentioned, Defendants, and each of them, were members of,
13 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
14 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

15 20. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
18 herein mentioned, Defendants, and each of them, ratified each and every act or omission
19 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
20 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
21 the damages as herein alleged.

22 CLASS ACTION ALLEGATIONS

23 21. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
24 California Code of Civil Procedure § 382. Plaintiff proposes the following Classes:

25 a. All current and former employees of Defendants in the State of California
26 who were classified as exempt, but whose annual salary is less than two (2) times the applicable
27 state minimum wage for full-time employment, at any time during April 6, 2016, through the
28 present (the "Overtime Class"); and

1 b. All current and former property manager employees of Defendants in the
2 State of California at any time during April 6, 2016, through the present (the “Reimbursement
3 Class”).

4 22. Plaintiff reserves the right to amend the Class definitions and propose subclasses
5 upon further discovery and investigation.

6 23. **Numerosity and Ascertainability:** The members of the Classes are so numerous
7 that joinder of all members would be impractical, if not impossible. The identity of the members
8 of the Classes is readily ascertainable by review of Defendants’ records, including payroll
9 records. Plaintiff alleges that Defendants: (a) failed to pay overtime wages for all hours worked
10 in violation of Labor Code §§ 510, 558, and 1194; (b) failed to provide off-duty rest breaks in
11 violation of Labor Code § 226.7; (c) failed to provide off-duty meal breaks in violation of Labor
12 Code §§ 226.7 and 512; (d) failed to reimburse business expenses in violation of Labor Code §
13 2802; (e) failed to provide accurate itemized wage statements in violation of Labor Code §
14 226(a); and (f) engaged in unfair business practices in violation of the UCL, the California Labor
15 Code and the applicable IWC Wage Orders.

16 24. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
17 necessary steps to represent fairly and adequately the interests of the Classes defined above.
18 Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the Classes and
19 the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class
20 actions in the past and currently have a number of wage-and-hour class actions pending in
21 California state and federal courts.

22 25. Defendants uniformly administered a corporate policy, practice of: (a) failing to
23 pay overtime wages for all hours worked in violation of Labor Code §§ 510, 558, and 1194; (b)
24 failing to provide off-duty rest breaks in violation of Labor Code § 226.7; (c) failing to provide
25 off-duty meal breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse
26 business expenses in violation of Labor Code § 2802; (e) failing to provide accurate itemized
27 wage statements in violation of Labor Code § 226(a); and (f) engaging in unfair business
28 practices in violation of the UCL, the California Labor Code and the applicable IWC Wage

1 Orders.

2 26. **Common Question of Law and Fact:** There are predominant common questions
3 of law and fact and a community of interest amongst Plaintiff and the claims of the Classes
4 concerning Defendants': (a) failure to pay overtime wages for all hours worked in violation of
5 Labor Code §§ 510, 558, and 1194; (b) failure to provide off-duty rest breaks in violation of
6 Labor Code § 226.7; (c) failure to provide off-duty meal breaks in violation of Labor Code §§
7 226.7 and 512; (d) failure to reimburse business expenses in violation of Labor Code § 2802; (e)
8 failure to provide accurate itemized wage statements in violation of Labor Code § 226(a); and (f)
9 engaging in unfair business practices in violation of the UCL, the California Labor Code and the
10 applicable IWC Wage Orders.

11 27. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
12 Classes in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
13 manner as the Class members. Throughout her employment with Defendants, Plaintiff regularly
14 worked more than forty (40) hours in a workweek and/or more than eight (8) hours in a workday.
15 Despite working overtime, Plaintiff was improperly classified by Defendants as being exempt
16 from overtime, and thus received no overtime premium compensation from Defendants. In this
17 regard, Plaintiff was paid an annual salary of approximately \$35,000, at the highest, which did
18 not meet the minimum threshold amount of two (2) times the state minimum wage for full-time
19 employment. Thus, Plaintiff should have been classified as non-exempt and is owed unpaid
20 overtime wages under Labor Code §§ 510, 558, and 1194. Furthermore, as a result of being
21 misclassified as exempt as referenced above, Plaintiff was also not provided with off-duty meal
22 and rest periods in violation of Labor Code §§ 226.7 and 512. Plaintiff was required to remain
23 on-duty during her work shifts, including without limitation, being required to respond to any
24 work-related issues and answer work-related calls during her meal and rest breaks. Despite these
25 missed meal and rest breaks, Defendants did not pay Plaintiff any premium meal and rest break
26 compensation. As a result of said overtime and meal and rest period violations, Plaintiff has also
27 suffered violations of Labor Code §§ 201-203, as Plaintiff has not received all unpaid wages
28 owed to date. As a separate violation, Plaintiff was also not provided with accurate itemized

1 wage statements under Labor Code § 226(a). In this regard, due to the unpaid overtime wages
2 and meal and rest break premiums, the wage statements issued by Defendants failed to show the
3 accurate gross and net wages earned, the applicable hours worked, and the applicable hourly
4 rates of pay. Lastly, Plaintiff was also not reimbursed all business-related expenses as required
5 by Labor Code § 2802, including without limitation, expenses incurred in connection with the
6 use of her personal vehicle for work-related purposes. Accordingly, Plaintiff is a member of the
7 Classes and has suffered the alleged violations of California Labor Code §§ 201-203, 226(a),
8 226.7, 510, 512, 558, 1194, 2802, the UCL, and the applicable IWC Wage Orders.

9 28. The California Labor Code and upon which Plaintiff bases these claims is broadly
10 remedial in nature. These laws and labor standards serve an important public interest in
11 establishing minimum working conditions and standards in California. These laws and labor
12 standards protect the average working employee from exploitation by employers who may seek
13 to take advantage of superior economic and bargaining power in setting onerous terms and
14 conditions of employment.

15 29. The nature of this action and the format of laws available to Plaintiff and
16 members of the Classes identified herein make the class action format a particularly efficient and
17 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
18 file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since
19 it would be able to exploit and overwhelm the limited resources of each individual Plaintiff with
20 Defendants' vastly superior financial and legal resources. Requiring each Class member to
21 pursue an individual remedy would also discourage the assertion of lawful claims by employees
22 who would be disinclined to file an action against their former and/or current employer for real
23 and justifiable fear of retaliation and permanent damage to their careers at subsequent
24 employment.

25 30. The prosecution of separate actions by the individual Class members, even if
26 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
27 to individual Class members against Defendants and which would establish potentially
28 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to

1 individual Class members which would, as a practical matter, be dispositive of the interest of the
2 other Class members not parties to the adjudications or which would substantially impair or
3 impede the ability of the Class members to protect their interests. Further, the claims of the
4 individual members of the Classes are not sufficiently large to warrant vigorous individual
5 prosecution considering all of the concomitant costs and expenses.

6 31. Such a pattern, practice and uniform administration of corporate policy regarding
7 illegal employee compensation described herein is unlawful and creates an entitlement to
8 recovery by the Plaintiff and the Classes identified herein, in a civil action, for damages and
9 applicable penalties, waiting time penalties under Labor Code § 203, reasonable attorneys' fees,
10 and costs of suit according to the mandate of California Labor Code §§ 201-203, 218.5, 226,
11 226.7, 510, 512, 558, 1194, 2802, the UCL, and Code of Civil Procedure § 1021.5.

12 32. Proof of a common business practice or factual pattern, which Plaintiff
13 experienced and is representative of, will establish the right of each of the members of the
14 Classes to recovery on the causes of action alleged herein.

15 33. The Classes are commonly entitled to a specific fund with respect to the
16 compensation illegally and unfairly retained by Defendants. The Classes are commonly entitled
17 to restitution of those funds being improperly withheld by Defendants. This action is brought for
18 the benefit of all Class members and will result in the creation of a common fund.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

21 **(BY PLAINTIFF AND THE OVERTIME CLASS AGAINST ALL DEFENDANTS)**

22 34. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 33 as
23 though fully set forth herein.

24 35. This cause of action is brought pursuant to Labor Code §§ 510, 558, and 1194,
25 which require an employer to pay employees overtime at a rate of one and one-half the
26 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in
27 a workweek and double-time at a rate of twice the employee's regular rate of pay for any work in
28 excess of twelve hours in a workday or all hours in excess of eight on the seventh consecutive

1 day in a workweek. At all relevant times herein, Defendants were required to compensate their
2 non-exempt employees proper overtime wages pursuant Labor Code §§ 510, 558, and 1194.

3 36. Plaintiff and Class members do not meet the requirements for the administrative,
4 managerial, and/or professional exemption to be classified as exempt from overtime. In this
5 regard, Plaintiff and Class members did not receive a salary that met the minimum threshold of
6 at least two (2) times the state minimum wage for full-time employment.

7 37. Pursuant to the California Minimum Wage Order and the IWC Wage Orders, the
8 minimum wage in the State of California for employers with 26 or more employees was \$10.50
9 per hour in 2017; \$11.00 per hour in 2018; and \$12.00 per hour in 2019. As of January 1, 2020,
10 the minimum wage in the State of California is \$13.00 per hour for employers with 26 or more
11 employees.

12 38. To qualify under the executive, administrative, and/or professional exemption,
13 Plaintiff and Class members must receive a minimum monthly or annual salary that is no less
14 than two (2) times the state minimum wage for full-time employment, in light of the minimum
15 wage rates set forth above. This is equivalent to an annual salary of at least \$43,680.00 in 2017,
16 \$45,760.00 in 2018, \$49,920.00 in 2019, and \$54,080.00 in 2020. As an example, the highest
17 annual salary Plaintiff received was approximately \$35,000.00, which does not meet any of the
18 minimum threshold amounts listed above. Thus, Plaintiff and Class members were misclassified
19 as exempt, and should have been classified as non-exempt employees.

20 39. As a pattern and practice, Defendants regularly misclassified its non-exempt
21 employees, including Plaintiff and Class members, as exempt employees, thereby denying them
22 their proper overtime wages.

23 40. As a pattern and practice, Defendants regularly required Plaintiff and Class
24 members to work in excess of eight (8) hours in a workday and/or over forty (40) hours in a
25 workweek without overtime pay. Defendants had a uniform corporate pattern and practice
26 regarding the above practices in violation of Labor Code §§ 510, 558, and 1194, and the IWC
27 Wage Orders.

28 41. Plaintiff is informed and believes, and based thereon allege, that Defendants

1 willfully failed to pay employees all overtime wages for all hours worked. Plaintiff is informed
2 and believes, and based thereon alleges that Defendants' willful failure to provide all overtime
3 wages due and owing to Plaintiff and Class members upon separation from employment results
4 in a continued payment of wages up to thirty (30) days from the time the wages were due.
5 Therefore, Plaintiff and Class members who have separated from employment are entitled to
6 compensation pursuant to Labor Code § 203.

7 42. Such a pattern, practice and uniform administration of corporate policy regarding
8 illegal employee compensation as described herein is unlawful and creates an entitlement to
9 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
10 overtime wages owed, including interest thereon, penalties, attorneys' fees, and costs of suit
11 according to the mandate of California Labor Code §§ 218.5, 510, 558, and 1194.

12 **SECOND CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE § 226.7**

14 **(BY PLAINTIFF AND THE OVERTIME CLASS AGAINST ALL DEFENDANTS)**

15 43. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 42 as
16 though fully set forth herein.

17 44. This cause of action is brought pursuant to Labor Code § 226.7, which requires an
18 employer to provide a duty-free, 10-minute rest period for every 4 hours worked, or major
19 fraction thereof.

20 45. Plaintiff and other Class members regularly worked shifts of three and one-half
21 (3.5) hours or more per day, and accordingly had a right to take a 10-minute rest period each day.
22 Furthermore, Plaintiff and other Class members who worked shifts of seven and one-half (7.5)
23 hours or more per day had a right to take a second 10-minute rest period.

24 46. At all relevant times, Defendants failed in their affirmative obligation to provide
25 Plaintiff and other Class members with the opportunity to take rest periods in accordance with
26 the mandate of the California Labor Code and the applicable IWC Wage Order. As a pattern and
27 practice, Defendants suffered and permitted Plaintiff and Class members to work in through
28 legally required rest breaks and denied Plaintiff and Class members the opportunity to take off-

1 duty rest breaks.

2 47. As a result of Defendants' policy and practice of misclassifying Plaintiff and
3 Class Members as exempt employees as alleged above, Plaintiff and Class Members were denied
4 proper off-duty rest breaks. Plaintiff and Class Members were always on-duty during their work
5 shifts, were required to respond to any and all work-related issues, and were required to answer
6 work-related phone calls during their rest breaks. Pursuant to Labor Code § 226.7, Defendants
7 are responsible for paying premium compensation for missed rest breaks.

8 48. As a pattern and practice, Defendants regularly required employees to work
9 through their rest periods without proper premium compensation and denied Plaintiff and Class
10 members the right to take proper rest periods as required by law.

11 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
12 willful failure to provide all rest period premium wages due and owing to Plaintiff and Class
13 members upon separation of employment results in a continued payment of wages up to thirty
14 (30) days from the time the wages were due. Therefore, Plaintiff and Class members who have
15 separated from employment are entitled to compensation pursuant to Labor Code § 203.

16 50. Such a pattern, practice and uniform administration of corporate policy as
17 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a
18 civil action, for the unpaid balance of the unpaid premium compensation pursuant to California
19 Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon, penalties,
20 and costs of suit.

21 **THIRD CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

23 **(BY PLAINTIFF AND THE OVERTIME CLASS AGAINST ALL DEFENDANTS)**

24 51. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as
25 though fully set forth herein.

26 52. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, which
27 requires an employer to provide a duty-free, 30-minute meal period within the first five (5) hours
28 for shifts in excess of five (5) hours per day. An employer has the obligation to provide a second

1 duty-free, 30-minute meal period for shifts in excess of ten (10) hours per day.

2 53. Plaintiff and Class members regularly worked in excess of five (5) hours per day
3 and accordingly had a right to take a 30-minute meal period each day worked in excess of five
4 (5) hours. Furthermore, Plaintiff and Class members who worked in excess of ten (10) hours per
5 day had a right to take a second 30-minute meal period each day worked in excess of ten (10)
6 hours.

7 54. At all relevant times, Defendants failed in their affirmative obligation to ensure
8 that Plaintiff and Class members had the opportunity to take and were provided with off-duty
9 meal periods in accordance with the mandate of the California Labor Code and the applicable
10 IWC Wage Order. At all relevant times, Plaintiff and Class members were suffered and
11 permitted to work through legally required meal breaks and were denied the opportunity to take
12 their off-duty meal breaks.

13 55. Specifically, as a result of Defendants' policy, practice, and procedure of
14 misclassifying Plaintiff and Class Members as exempt employees as alleged above, Plaintiff and
15 Class Members were denied proper off-duty meal breaks. Plaintiff and Class Members were
16 always on-duty during their work shifts, were required to respond to any and all work-related
17 issues, and were required to answer work-related phone calls during their meal breaks. As such,
18 Plaintiff and Class members were denied legally compliant off-duty meal periods, and thus
19 Defendants are responsible for paying premium compensation pursuant to Labor Code §§ 226.7
20 and 512 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and
21 procedure, regularly failed to pay such premium compensation for each 30-minute duty-free
22 meal period Plaintiff and Class members missed.

23 56. As a pattern and practice, Defendants regularly required employees to work
24 through their meal periods without proper compensation and denied Plaintiff and Class members
25 the right to take proper meal periods as required by law.

26 57. Such a pattern, practice and uniform administration of corporate policy as
27 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a
28 civil action, for the unpaid balance of the unpaid premium compensation pursuant to California

1 Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon,
2 penalties, and costs of suit.

3 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
4 willful failure to provide all meal period premium wages due and owing to Plaintiff and Class
5 members upon separation of employment results in a continued payment of wages up to thirty
6 (30) days from the time the wages were due. Therefore, Plaintiff and Class members who have
7 separated from employment are entitled to compensation pursuant to Labor Code § 203.

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE § 2802**

10 **(BY PLAINTIFF AND THE REIMBURSEMENT CLASS**

11 **AGAINST ALL DEFENDANTS)**

12 59. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 58 as
13 though fully set forth herein.

14 60. This cause of action is brought pursuant to Labor Code § 2802, which provides
15 that employees are entitled to be indemnified for expenses and losses in discharging the duties of
16 their employers.

17 61. Defendants violated Labor Code § 2802 by failing to reimburse its employees for
18 all business-related expenses, including without limitation, the costs incurred with use of
19 personal vehicles. Defendants uniformly required Plaintiff and Class members to use their
20 personal vehicles for work-related purposes, including driving to and from properties/parks that
21 Defendants managed. However, Defendants did not reimburse Plaintiff and Class members the
22 expenses incurred in connection with such use, including without limitation, mileage expenses.

23 62. Defendants had a uniform corporate pattern and practice and procedure regarding
24 the above practices in violation of Labor Code § 2802.

25 63. Such a pattern, practice and uniform administration of corporate policy regarding
26 illegal employee compensation as described herein is unlawful and creates an entitlement to
27 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages
28 owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the

1 mandate of California Labor Code § 2802.

2 **FIFTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 226(A)**

4 **(BY PLAINTIFF AND THE OVERTIME CLASS AGAINST ALL DEFENDANTS)**

5 64. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 63 as
6 though fully set forth herein.

7 65. Defendants failed in its affirmative obligation to provide accurate itemized wage
8 statements. Defendants, as a matter of policy and practice, did not provide accurate records in
9 violation of Labor Code § 226(a) by failing to provide accurate payroll records for Plaintiff and
10 the Class.

11 66. Pursuant to Labor Code § 226(a), the wage statements Defendants issued to
12 Plaintiff and the Class should have reflected the correct gross wages earned, net wages earned,
13 applicable hourly rates of pay, and corresponding number of hours worked.

14 67. As a result of Defendants' misclassification of Plaintiff and Class members as
15 exempt resulting in the overtime and meal and rest period violations alleged above, the wage
16 statements issued to Plaintiff and Class members failed to identify the accurate gross wages
17 earned, net wages earned, correct hourly rates of pay, and corresponding number of hours
18 worked.

19 68. Such a pattern, practice and uniform administration of corporate policy as
20 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
21 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
22 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
23 California Labor Code § 226.

24 **SIXTH CAUSE OF ACTION**

25 **VIOLATION OF CAL. BUS. & PROF. CODE § 17200, *ET SEQ.***

26 **(BY PLAINTIFF AND THE OVERTIME AND REIMBURSEMENT CLASSES**
27 **AGAINST ALL DEFENDANTS)**

28 69. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 68 as

1 though fully set forth herein.

2 70. Defendants, and each of them, have engaged and continue to engage in unfair and
3 unlawful business practices in California by practicing, employing and utilizing the employment
4 practices outlined above, include, to wit, by misclassifying Plaintiff and Class members as
5 exempt, rather than non-exempt. Specifically, as a result of this misclassification, Defendants
6 have engaged and continue to engage in unfair and unlawful business practices including: (a)
7 failing to properly pay overtime wages in violation of Labor Code §§ 510, 558, and 1194; (b)
8 failing to provide off-duty rest breaks in violation of Labor Code § 226.7; (c) failing to provide
9 off-duty meal periods in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse
10 business expenses in violation of Labor Code § 2802; and (e) engaging in Unfair Business
11 Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage
12 Orders.

13 71. Defendants' utilization of such unfair and unlawful business practices constitutes
14 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

15 72. Plaintiff seeks, individually and on behalf of other similarly situated members of
16 the Classes and on behalf of the general public, full restitution of monies, as necessary and
17 according to proof, to restore any and all monies withheld, acquired and/or converted by the
18 Defendants by means of the unfair practices complained of herein.

19 73. Plaintiff is informed and believes, and based thereon alleges, that at all times
20 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
21 as proscribed by California Business & Professions Code § 17200, *et seq.*, including those set
22 forth herein above thereby depriving Plaintiff and Class members the minimum working
23 condition standards and conditions due to them under the California laws and the applicable IWC
24 Wage Orders as specifically described therein.

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1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

3 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**
4 **DEFENDANTS)**

5 74. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 73 as
6 though fully set forth herein.

7 75. Plaintiff brings this cause of action as a proxy for the State of California and in
8 this capacity, seeks penalties on behalf of all Aggrieved Employees from March 23, 2019,
9 through the present, for Defendant's violations of Labor Code §§ 201-203, 226(a), 226.7, 510,
10 512, 558, 1194, and 2802, arising from Defendant's misclassification of Plaintiff and Aggrieved
11 Employees as exempt from overtime. As alleged above, Defendants failed to properly pay all
12 overtime wages for hours worked due to the misclassification, provide off-duty meal and rest
13 breaks due to the misclassification, reimburse business-related expenses, and provide accurate
14 itemized wage statements.

15 76. On or about March 23, 2020, Plaintiff sent written notice to the California Labor
16 & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
17 203, 226(a), 226.7, 510, 512, 558, 1194, and 2802, pursuant to Labor Code § 2698, *et seq.*, the
18 Private Attorney General Act ("PAGA"). To date, the LWDA has not responded to Plaintiff's
19 written notice. In addition to the LWDA, Plaintiff also sent her PAGA notice to Defendant via
20 certified mail pursuant to Labor Code § 2699.3.

21 77. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
22 applicable civil penalties for Defendants' violation of Labor Code §§ 201-203, 226(a), 226.7,
23 510, 512, 558, 1194, and 2802, for the time period described above, on behalf of herself and
24 other Aggrieved Employees.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for judgment as an individual and all others on whose
27 behalf this suit is brought against Defendants, jointly and severally, as follows:

- 28 1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as the representatives of the Classes as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 218.5, 510, 558, and 1194, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, and 226.7, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California Labor Code § 2802, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to California Labor Code § 226, and for costs and attorneys' fees;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*, and for costs and attorneys' fees;
10. Upon the Seventh Cause of Action, for the full amount of civil penalties according to the PAGA, California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;
11. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 510, 558, and 1194, and Code of Civil Procedure § 1021.5; and
12. For such other and further relief as the Court may deem just and proper.

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1 DATED: April 21, 2020

DIVERSITY LAW GROUP, P.C.

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3 By: 

Larry W. Lee

Mai Tulyathan

4 Attorneys for Plaintiff, the Class, and Aggrieved
5 Employees
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