

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Enzo Nabiev (SBN 332118)
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kane.moon@moonyanglaw.com
E-mail: allen.feghali@moonyanglaw.com
E-mail: enzo.nabiev@moonyanglaw.com

*Attorneys for Plaintiffs Nubia Alvarez and
Andrea Picos*

[additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

NUBIA ALVAREZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

SRG OPERATING, INC. dba COVENTRY
PLACE, a Delaware corporation; and DOES 1
through 10, inclusive,

Defendants

Case No.: CGC-20-583540

**SECOND AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs Nubia Alvarez and Andrea Picos

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1 Plaintiffs Nubia Alvarez and Andrea Picos (“Plaintiffs”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants SRG Operating, Inc.; and Does 1
6 through 10 (SRG Operating, Inc., and Does 1 through 10 are collectively referred to as
7 “Defendants”) for California Labor Code violations and unfair business practices stemming from
8 Defendants’ failure to pay minimum and straight time wages, failure to pay overtime wages,
9 failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify
10 business expenses, failure to maintain accurate records of hours worked and meal periods, failure
11 to timely pay all wages to terminated employees, and failure to furnish accurate wage statements.

12 2. Plaintiffs brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of themselves and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
15 below). The Class consists of Plaintiffs and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
19 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiffs, the State of California, and past and present non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including San Francisco County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, straight time wages, and overtime wages in compliance with the
5 California Labor Code and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Willfully failing to pay employees all minimum wages, straight time
16 wages, overtime wages, meal period premium wages, and rest period
17 premium wages due within the time period specified by California law
18 when employment terminates; and
- 19 (e) Failing to maintain accurate records of the hours that employees worked.
- 20 (f) Failing to provide employees with accurate, itemized wage statements
21 containing all the information required by the California Labor Code and
22 IWC Wage Orders.

23 6. On information and belief, Defendants, and each of them were on actual and
24 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
25 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
26 willful and deliberate.

27 7. At all relevant times, Defendants were and are legally responsible for all of the
28 unlawful conduct, policies, practices, acts and omissions as described in each and all of the

foregoing paragraphs as the employer of Plaintiffs, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiffs

8. Plaintiff Nubia Alvarez is a California resident that worked for Defendants in the State of California as a receptionist from approximately December 2019 to January 2020.

9. Plaintiff Andrea Picos is a California resident that worked for Defendants in the State of California as a caregiver from approximately February 2019 through March 2020.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendant SRG Operating, Inc. is:

- (a) A Delaware corporation that has not designated a principal business office in California according to its latest Statement of Information (Foreign Corporation) on file with the California Secretary of State;
- (b) A corporation that maintains branches, facilities, and offices from which it transacts business in a variety of locations in San Francisco County, and is otherwise within this Court’s jurisdiction for purposes of service of process; and
- (c) The former employer of Plaintiffs, and the current and/or former employer of the putative Class. SRG Operating, Inc. suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.
- (d) At all times relevant herein, is and was doing business as Coventry Place.

1 12. Plaintiffs do not know the true names or capacities of the persons or entities sued
2 herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each
3 of the Doe Defendants was in some manner legally responsible for the damages suffered by
4 Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
5 complaint to set forth the true names and capacities of these Defendants when they have been
6 ascertained, together with appropriate charging allegations, as may be necessary.

7 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
8 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
9 and/or injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees in
10 the State of California.

11 14. Plaintiffs are informed and believe and thereon allege that at all relevant times
12 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
13 and the other employees described in the class definitions below, and exercised control over their
14 wages, hours, and working conditions. Plaintiffs are informed and believed and thereon alleges
15 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
16 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
17 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
18 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
19 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
20 alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted
21 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
22 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
23 abetted the conduct of all other Defendants.

24 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 15. Plaintiff Nubia Alvarez worked for Defendants in the State of California as a
26 receptionist from December 2019 to January 2020. During this time, Defendants classified
27 Plaintiff Alvarez as non-exempt and typically scheduled Plaintiff Alvarez to work 2 days per
28 workweek, and in excess of 8 hours each workday. Plaintiff Andrea Picos worked for Defendants

1 in the State of California as a caregiver from approximately February 2019 through March 2020.
2 During this time, Defendants classified Plaintiff Picos as non-exempt and typically scheduled
3 Plaintiff Picos to work 5 to 6 days per workweek, and in excess of 8 hours each workday.

4 16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
5 worked (including minimum wages, straight time wages, and overtime wages), failed to provide
6 Plaintiffs with uninterrupted meal periods, failed to authorize and permit Plaintiffs to take
7 uninterrupted rest periods, failed to timely pay all final wages to Plaintiffs when Defendants
8 terminated Plaintiffs' employment, and failed to furnish accurate wage statements to Plaintiffs.
9 As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

10 17. Throughout the statutory period, Defendants maintained a policy and practice of
11 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
12 overtime wages. Defendants regularly use a system of time rounding in a manner that resulted,
13 over a period of time, in failing to compensate Plaintiffs, the Class, and the Aggrieved
14 Employees properly for all the time they have actually worked, even though the realities of
15 Defendants' operations are such that it is possible, practical, and feasible to count and pay for
16 work time to the minute. As a result of this time rounding, Defendants frequently paid Plaintiffs,
17 the Class, and the Aggrieved Employees less than all their work time, some of which should have
18 been paid at the overtime rate. As a further result of maintaining a practice of time rounding,
19 Defendants failed to maintain accurate records of the hours Plaintiffs, the Class, and the
20 Aggrieved Employees worked.

21 18. Throughout the statutory period, Defendants have wrongfully failed to provide
22 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods.
23 Defendants regularly, but not always, required Plaintiffs, the Class, and the Aggrieved
24 Employees to work in excess of five consecutive hours a day without providing a 30-minute,
25 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
26 compensating Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were not
27 provided by the end of the fifth hour of work or tenth hour of work. Defendants did not
28 adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take a meal

1 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
2 tenth hour of work. Moreover, Defendants did not have adequate written policies or practices
3 providing meal periods for Plaintiffs, the Class, and the Aggrieved Employees, nor did
4 Defendants have adequate policies or practices regarding the timing of meal periods. Defendants
5 also did not have adequate policies or practices to document and verify whether Plaintiffs, the
6 Class, and the Aggrieved Employees were taking their required meal periods. Accordingly,
7 Defendants' policy and practice was to not provide meal periods to Plaintiffs, the Class, and the
8 Aggrieved Employees in compliance with California law.

9 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
10 and permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free rest
11 periods. Defendants regularly, but not always, required Plaintiffs, the Class, and the Aggrieved
12 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
13 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
14 hours of work (or major fraction of four hours), or without compensating Plaintiffs, the Class,
15 and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants
16 did not adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right to
17 take a rest period. Moreover, Defendants did not have adequate policies or practices permitting
18 or authorizing rest periods for Plaintiffs, the Class, and the Aggrieved Employees, nor did
19 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
20 also did not have adequate policies or practices to verify whether Plaintiffs, the Class, and the
21 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
22 maintain accurate records of employee work periods, and therefore Defendants cannot
23 demonstrate that Plaintiffs, the Class, and the Aggrieved Employees took rest periods during the
24 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
25 and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance
26 with California law.

27 20. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
28 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of

1 their duties for Defendants without reimbursement. This included the use of personal cell phones
2 to communicate with Defendants, which was not reimbursed. Plaintiffs, the Class, and the
3 Aggrieved Employees incurred these substantial expenses as a direct result of performing their
4 job duties for Defendants, and Defendants have failed to indemnify Plaintiffs, the Class, and the
5 Aggrieved Employees for these employment-related expenses.

6 21. Throughout the statutory period, Defendants failed to provide adequate and
7 suitable seating to its employees, despite the fact that seating was reasonably permissible for its
8 employees throughout the workday, based on the nature of their work.

9 22. Throughout the statutory period, Defendants unlawfully deducted certain wages
10 from its employees.

11 23. Throughout the statutory period, Defendants required its employees to sign
12 unlawful non-compete agreements as a condition of employment or continued employment.

13 24. Throughout the statutory period, Plaintiffs allege, on information and belief, that in
14 evaluating their and other class members for employment, Defendants procured or caused to be
15 prepared credit and background reports (i.e., a consumer report and/or investigative consumer
16 report, as defined by 15 U.S.C. § 1681a(d)(1)(B) and 15 U.S.C. § 1681a(e)). The purported
17 disclosures do not meet the requirements under the law because they are embedded with
18 extraneous information, and are not clear and unambiguous disclosures in a stand-alone
19 document.

20 25. Throughout the statutory period, Defendants willfully failed and refused to timely
21 pay Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their employment all
22 wages for all minimum wages, straight time wages, overtime wages, meal period premium
23 wages, and rest period premium wages.

24 26. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
25 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
26 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
27 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
28 were not provided in accordance with California law, and correct wages for rest periods that were

1 not authorized and permitted to take in accordance with California law). As a result of these
2 violations of California Labor Code § 226(a), the Plaintiffs, the Class, and the Aggrieved
3 Employees suffered injury because, among other things:

- 4 (a) the violations led them to believe that they were not entitled to be paid
5 minimum wages, overtime wages, meal period premium wages, and rest
6 period premium wages to which they were entitled, even though they were
7 entitled;
- 8 (b) the violations led them to believe that they had been paid the minimum,
9 overtime, meal period premium, and rest period premium wages, even
10 though they had not been;
- 11 (c) the violations led them to believe they were not entitled to be paid
12 minimum, overtime, meal period premium, and rest period premium wages
13 at the correct California rate even though they were;
- 14 (d) the violations led them to believe they had been paid minimum, overtime,
15 meal period premium, and rest period premium wages at the correct
16 California rate even though they had not been;
- 17 (e) the violations hindered them from determining the amounts of minimum,
18 overtime, meal period premium, and rest period premium owed to them;
- 19 (f) in connection with their employment before and during this action, and in
20 connection with prosecuting this action, the violations caused them to have
21 to perform mathematical computations to determine the amounts of wages
22 owed to them, computations they would not have to make if the wage
23 statements contained the required accurate information;
- 24 (g) by understating the wages truly due them, the violations caused them to
25 lose entitlement and/or accrual of the full amount of Social Security,
26 disability, unemployment, and other governmental benefits;
- 27 (h) the wage statements inaccurately understated the wages, hours, and wages
28 rates to which Plaintiffs, the Class, and the Aggrieved Employees were

entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled. Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

CLASS ACTION ALLEGATIONS

27. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

28. All claims alleged herein arise under California law for which Plaintiffs seeks relief authorized by California law.

29. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly paid, non-exempt employee, at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

30. At all material times, Plaintiff was a member of the Class.

31. Plaintiff undertakes this concerted activity to improve the wages and working conditions of all Class Members.

32. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared,

well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former

1 employers might damage their future endeavors through negative
2 references and/or other means. Class actions provide the class members
3 who are not named in the complaint with a type of anonymity that allows
4 for the vindication of their rights at the same time as their privacy is
5 protected.

6 33. There are common questions of law and fact as to the Class (and each subclass, if
7 any) that predominate over questions affecting only individual members, including without
8 limitation, whether, as alleged herein, Defendants have:

- 9 (a) Failed to pay Class Members for all hours worked, including minimum
10 wages, straight time wages, and overtime wages;
- 11 (b) Failed to provide meal periods and pay meal period premium wages to
12 Class Members;
- 13 (c) Failed to authorize and permit rest periods and pay rest period premium
14 wages to Class Members;
- 15 (d) Failed to promptly pay all wages due to Class Members upon their
16 discharge or resignation;
- 17 (e) Failed to maintain accurate records of all hours Class Members worked,
18 and all meal periods Class Members took or missed; and
- 19 (f) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
20 result of their illegal conduct as described above.

21 34. This Court should permit this action to be maintained as a class action pursuant to
22 California Code of Civil Procedure § 382 because:

- 23 (a) The questions of law and fact common to the Class predominate over any
24 question affecting only individual members;
- 25 (b) A class action is superior to any other available method for the fair and
26 efficient adjudication of the claims of the members of the Class;
- 27 (c) The members of the Class are so numerous that it is impractical to bring all
28 members of the class before the Court;

- 1 (d) Plaintiff, and the other members of the Class, will not be able to obtain
2 effective and economic legal redress unless the action is maintained as a
3 class action;
- 4 (e) There is a community of interest in obtaining appropriate legal and
5 equitable relief for the statutory violations, and in obtaining adequate
6 compensation for the damages and injuries for which Defendants are
7 responsible in an amount sufficient to adequately compensate the members
8 of the Class for the injuries sustained;
- 9 (f) Without class certification, the prosecution of separate actions by
10 individual members of the class would create a risk of:
- 11 1) Inconsistent or varying adjudications with respect to individual
12 members of the Class which would establish incompatible standards
13 of conduct for Defendants; and/or
- 14 2) Adjudications with respect to the individual members which would,
15 as a practical matter, be dispositive of the interests of other
16 members not parties to the adjudications, or would substantially
17 impair or impede their ability to protect their interests, including but
18 not limited to the potential for exhausting the funds available from
19 those parties who are, or may be, responsible Defendants; and,
- 20 (g) Defendants have acted or refused to act on grounds generally applicable to
21 the Class, thereby making final injunctive relief appropriate with respect to
22 the class as a whole.

23 35. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
24 the Class that would set forth the subject and nature of the instant action. The Defendants' own
25 business records may be utilized for assistance in the preparation and issuance of the
26 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
27 contemplate the use of additional techniques and forms commonly used in class actions, such as
28 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by

1 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

2 **FIRST CAUSE OF ACTION**

3 **(Against all Defendants for Failure to Pay Minimum and Straight Time Wages for All**
4 **Hours Worked)**

5 36. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
6 paragraphs 1 through 26 in this Complaint.

7 37. “Hours worked” is the time during which an employee is subject to the control of
8 an employer, and includes all the time the employee is suffered or permitted to work, whether or
9 not required to do so.

10 38. At all relevant times herein mentioned, Defendants knowingly failed to pay to
11 Plaintiffs and the Class compensation for all hours they worked. By their failure to pay
12 compensation for each hour worked as alleged above, Defendants willfully violated the
13 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
14 Orders, which require such compensation to non-exempt employees.

15 39. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight
16 time wages for all non-overtime hours worked for Defendants.

17 40. By and through the conduct described above, Plaintiffs and the Class have been
18 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

19 41. By virtue of the Defendants’ unlawful failure to pay additional compensation to
20 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
21 suffered, and will continue to suffer, damages in amounts which are presently unknown to
22 Plaintiffs and the Class, but which exceed the jurisdictional minimum of this Court, and which
23 will be ascertained according to proof at trial.

24 42. By failing to keep adequate time records required by California Labor Code §
25 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
26 compensation due Plaintiff and the Class.

1 43. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are
2 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
3 wages.

4 44. California Labor Code section 204 requires employers to provide employees with
5 all wages due and payable twice a month. Throughout the statute of limitations period applicable
6 to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates
7 required by law, including minimum and straight time wages. However, during all such times,
8 Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due,
9 and failed to pay those wages twice a month.

10 45. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
11 and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California
12 Labor Code §§ 218.5, 218.6, and 1194(a).

13 **SECOND CAUSE OF ACTION**

14 **(Against all Defendants for Failure to Pay Overtime Wages)**

15 46. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 26 in this Complaint.

17 47. California Labor Code § 510 provides that employees in California shall not be
18 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
19 they receive additional compensation beyond their regular wages in amounts specified by law.

20 48. California Labor Code §§ 1194 and 1198 provide that employees in California
21 shall not be employed more than eight hours in any workday unless they receive additional
22 compensation beyond their regular wages in amounts specified by law. Additionally, California
23 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
24 by the Industrial Welfare Commission is unlawful.

25 49. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
26 hours in a workday, as employees of Defendants.

27 50. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
28 overtime compensation for the hours they have worked in excess of the maximum hours

1 permissible by law as required by California Labor Code § 510 and 1198. Plaintiffs and the
2 Class are regularly required to work overtime hours.

3 51. By virtue of Defendants' unlawful failure to pay additional premium rate
4 compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the
5 Class have suffered, and will continue to suffer, damages in amounts which are presently
6 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
7 ascertained according to proof at trial.

8 52. By failing to keep adequate time records required by Labor Code § 1174(d),
9 Defendants have made it difficult to calculate the full extent of overtime compensation due to
10 Plaintiff and the Class.

11 53. Plaintiffs and the Class also request recovery of overtime compensation according
12 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
13 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
14 California Labor Code and/or other statutes.

15 54. California Labor Code § 204 requires employers to provide employees with all
16 wages due and payable twice a month. The Wage Orders also provide that every employer shall
17 pay to each employee, on the established payday for the period involved, overtime wages for all
18 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the
19 Class with all compensation due, in violation of California Labor Code § 204.

20 **THIRD CAUSE OF ACTION**

21 **(Against All Defendants for Failure to Provide Meal Periods)**

22 55. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
23 paragraphs 1 through 26 in this Complaint.

24 56. Under California law, Defendants have an affirmative obligation to relieve the
25 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
26 start of Plaintiffs and the Class' sixth hour of work in a workday, and to take their second meal
27 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
28 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer

1 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
2 violation of Section 226.7 of the California Labor Code for an employer to require any employee
3 to work during any meal period mandated under any Wage Order.

4 57. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
5 and the Class with both meal periods as required by California law. By their failure to permit
6 and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact
7 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
8 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
9 the applicable Wage Orders.

10 58. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
11 premium wages at their regular rate of pay for each workday he or she was not provided with all
12 required meal period(s), plus interest thereon.

13 **FOURTH CAUSE OF ACTION**

14 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

15 59. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 26 in this Complaint.

17 60. Defendants are required by California law to authorize and permit breaks of 10
18 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
19 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
20 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
21 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
22 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
23 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
24 the California Labor Code for an employer to require any employee to work during any rest
25 period mandated under any Wage Order.

26 61. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
27 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
28 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as

1 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
2 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of
3 the California Labor Code and the applicable Wage Orders.

4 62. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
5 premium wages rate at their regular rate of pay for each workday he or she was not provided with
6 all required rest break(s), plus interest thereon.

7 **FIFTH CAUSE OF ACTION**

8 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

9 63. Plaintiff incorporates by reference and re-alleges as if fully stated herein
10 paragraphs 1 through 26 in this Complaint.

11 64. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
12 failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and
13 losses incurred in direct consequence of the discharge of their duties or of their obedience to
14 directions of Defendants.

15 65. As a result, Plaintiff and the Class were damaged at least in the amounts of the
16 expenses they paid, or which were deducted by Defendants from their wages.

17 66. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
18 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
19 2802(b).

20 **SIXTH CAUSE OF ACTION**

21 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 22 **Penalties)**

23 67. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
24 paragraphs 1 through 26 in this Complaint.

25 68. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
26 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
27 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
28 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,

1 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
2 quit, in which case the employee is entitled to his or her wages at the time of quitting.

3 69. Within the applicable statute of limitations, the employment of Plaintiffs and
4 many other members of the Class ended, i.e. was terminated by quitting or discharge, and the
5 employment of others will be. However, during the relevant time period, Defendants failed, and
6 continue to fail to pay terminated Class Members, without abatement, all wages required to be
7 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
8 seventy-two (72) hours of their leaving Defendants' employ.

9 70. Defendants' failure to pay Plaintiffs and those Class members who are no longer
10 employed by Defendants their wages earned and unpaid at the time of discharge, or within
11 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
12 Code §§ 201 and 202.

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

17 72. Plaintiffs and the Class are entitled to recover from Defendants their additionally
18 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
19 maximum pursuant to California Labor Code § 203.

20 73. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs and the
21 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
22 incurred in this action.

23 **SEVENTH CAUSE OF ACTION**

24 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 25 **Compliant Wage Records)**

26 74. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 26 in this Complaint.

28 75. At all material times set forth herein, California Labor Code § 226(a) provides that

every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

76. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

77. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

78. Specifically, Plaintiffs and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

79. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

80. Plaintiffs and the Class are entitled to recover from Defendants their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

81. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of

attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

EIGHTH CAUSE OF ACTION

(Against all Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

82. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 26 in this Complaint.

83. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

84. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

85. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

86. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

87. Defendants' failure to pay minimum wages, straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

88. Defendants' failure to pay overtime compensation and other benefits in violation

of California Labor Code §§ 510, 1194, and 1198, California Penal Code §§ 484 and 532 (obtaining labor through false pretenses), constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Maintain Accurate Records of All Hours Worked

89. Defendants' failure to maintain accurate records of all hours worked in accordance with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

90. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

91. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Provide Accurate Itemized Wage Statements

92. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

93. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

94. Plaintiffs and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

95. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been

1 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.
2 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
3 practices of Defendants in order to recover restitution.

4 96. Plaintiffs, individually, and on behalf of members of the putative class, are further
5 entitled to and do seek a declaration that the above described business practices are unfair,
6 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
7 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
8 practices in the future.

9 97. Plaintiffs, individually, and on behalf of members of the putative class, have no
10 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
11 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
12 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
13 above, Plaintiffs, individually, and on behalf of members of the putative Class, has suffered and
14 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
15 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

16 98. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
17 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
18 withholdings.

19 99. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
20 and putative Class Members are entitled to restitution of the wages withheld and retained by
21 Defendants during a period that commences four years prior to the filing of this complaint; a
22 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
23 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
24 1021.5 and other applicable laws; and an award of costs.

25 **NINTH CAUSE OF ACTION**

26 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
27 **2004, Cal. Lab. Code § 2698 et seq.)**
28

1 100. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
2 paragraphs 1 through 26 in this Complaint.

3 101. At all times herein mentioned, Defendants were subject to the Labor Code of the
4 State of California and the applicable Industrial Welfare Commission Orders.

5 102. California Labor Code § 2699(a) specifically provides for a private right of action
6 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
7 law, any provision of this code that provides for a civil penalty to be assessed and collected by
8 the Labor and Workforce Development Agency or any of its departments, divisions,
9 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
10 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
11 herself and other current or former employees pursuant to the procedures specified in Section
12 2699.3.”

13 103. Plaintiff Alvarez has exhausted her administrative remedies pursuant to California
14 Labor Code § 2699.3. On March 3, 2020, she gave written notice by online filing to the Labor
15 and Workforce Development Agency and by certified mail to Defendants of the specific
16 provisions of the Labor Code that Defendants have violated against Plaintiff Alvarez and certain
17 current and former aggrieved employees, including the facts and theories to support the
18 violations. Plaintiff Alvarez also paid the filing fee. Plaintiff Alvarez’s PAGA case number is
19 LWDA-CM- 776122-20. Thereafter, on October 4, 2021, Plaintiff Alvarez filed an Amended
20 Notice with the Labor and Workforce Development Agency identifying additional provisions of
21 the Labor Code that Defendants have violated against Plaintiff Alvarez and certain current and
22 former aggrieved employees, including the facts and theories to support the violations.

23 104. Plaintiff Picos has exhausted her administrative remedies pursuant to California
24 Labor Code § 2699.3. On May 28, 2020, she gave written notice by online filing to the Labor
25 and Workforce Development Agency and by certified mail to Defendants of the specific
26 provisions of the Labor Code that Defendants have violated against Plaintiff Picos and certain
27 current and former aggrieved employees, including the facts and theories to support the
28

violations. Plaintiff Picos also paid the filing fee. Plaintiff Pico's PAGA case number is LWDA-CM-791524-20.

105. More than 65 days has elapsed since Plaintiffs provided the above referenced notices, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint and the above described notices to the LWDA. These penalties include, but are not limited to, penalties under California Labor Code §§ 201 to 203, 204, 210, 216, 221, 223, 226.3, 226.7, 432.5, 432.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2802, 2804, and 2699(f)(2).

106. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

107. During the time period of employment for Plaintiffs and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods. Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully

1 perform its obligation under state law, all to their respective damage in amounts according to
2 proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and
3 applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an
4 injury in that they were prevented from knowing, understanding, and disputing the wage
5 payments paid to them.

6 108. In addition, Plaintiffs seek penalties for Defendants' failure to provide paid sick
7 days in accordance to Labor Code Sections 245, failure to maintain accurate records of sick leave
8 accrued and used as required by Labor Code § 247.5, and failure to provide notice to employees
9 regarding paid sick leave as required by Labor Code Section 2810.5.

10 109. In addition, Plaintiffs seek penalties for Defendants' failure to provide suitable
11 seating as required by the applicable California Industrial Welfare Commission Order and Labor
12 Code section 1198. Specifically, Defendants failed to make suitable seats available within
13 reasonable proximity to Plaintiffs and the Aggrieved Employees' respective work areas.
14 Plaintiffs and the Aggrieved Employees' shifts lasted over 5 hours, and often in excess of 8
15 hours, and they were not permitted any reprieve or ability to comfortably sit and rest other than
16 meal and rest breaks, for which those were also lacking.

17 110. In addition, Plaintiff alleges, on information and belief, that Defendants required
18 employees to sign unlawful non-compete agreements as a condition of employment or continued
19 employment. In so doing, Defendant violated Labor Code section 432.5, which violations subject
20 Defendant to civil penalties under the Labor Code, including without limitation sections 432.5.

21 111. In addition, Plaintiff alleges, on information and belief, that in evaluating
22 her and other aggrieved employees for employment, Defendant procured or caused to be
23 prepared credit and background reports. The purported disclosures do not meet the
24 requirements under the law because they are embedded with extraneous information, and are
25 not clear and unambiguous disclosures in a stand-alone document. In so doing, Defendant
26 violated several provisions of the Labor Code, including Labor Code sections 432.7 and
27 1024.5

28 112. Based on the conduct described in this Complaint and the above described notices

1 to the LWDA, Plaintiffs are entitled to an award of civil penalties on behalf of themselves, the
2 State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the
3 applicable penalties, in all, is in an amount to be shown according to proof at trial. These
4 penalties are in addition to all other remedies permitted by law.

5 113. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
6 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
7 any action shall be entitled to an award of reasonable attorney's fees and costs."

8 **PRAYER FOR RELIEF**

9 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
10 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
11 follows:

12 **Class Certification**

- 13 1. That this action be certified as a class action with respect to the First, Second,
14 Third, Fourth, Fifth, Sixth, and Seventh Causes of Action;
- 15 2. That Plaintiffs be appointed as the representatives of the Class; and
- 16 3. That counsel for Plaintiffs be appointed as Class Counsel.

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

- 18 4. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
20 minimum and straight time wages due;
- 21 5. For general unpaid wages and such general and special damages as may be
22 appropriate;
- 23 6. For pre-judgment interest on any unpaid compensation commencing from the date
24 such amounts were due;
- 25 7. For liquidated damages;
- 26 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
27 California Labor Code § 1194(a); and,
- 28 9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

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

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

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

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

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

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

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

1 24. For such other and further relief as the Court may deem equitable and appropriate.

2 As to the Fifth Cause of Action

3 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
4 2802 and the IWC Wage Orders;

5 26. For general unpaid wages and reimbursement of business expenses as may be
6 appropriate;

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

9 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

10 29. For such other and further relief as the Court may deem equitable and appropriate.

11 As to the Sixth Cause of Action

12 30. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time
14 of termination of the employment;

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

16 32. For statutory wage penalties pursuant to California Labor Code § 203 for former
17 employees who have left Defendants' employ;

18 33. For pre-judgment interest on any unpaid wages from the date such amounts were
19 due;

20 34. For reasonable attorneys' fees and for costs of suit incurred herein; and

21 35. For such other and further relief as the Court may deem equitable and appropriate.

22 As to the Seventh Cause of Action

23 36. That the Court declare, adjudge and decree that Defendants violated the record
24 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
25 willfully failed to provide accurate itemized wage statements thereto;

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

27 38. For actual damages pursuant to California Labor Code § 226(e);

1 39. For injunctive relief to ensure compliance with this section, pursuant to California
2 Labor Code § 226(h);

3 40. For reasonable attorneys' fees and for costs of suit incurred herein; and

4 41. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Eighth Cause of Action

6 42. That the Court declare, adjudge and decree that Defendants violated California
7 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
8 (including minimum, straight time, and overtime wages), failing to provide meal periods,
9 failing to authorize and permit rest periods, and failing to maintain accurate records of all
10 hours worked, and failing to furnish accurate wage statements;

11 43. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
12 interest from the day such amounts were due and payable;

13 44. For the appointment of a receiver to receive, manage and distribute any and all
14 funds disgorged from Defendants and determined to have been wrongfully acquired by
15 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et*
16 *seq.*;

17 45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
18 California Code of Civil Procedure § 1021.5;

19 46. For injunctive relief to ensure compliance with this section, pursuant to California
20 Business & Professions Code §§ 17200, *et seq.*; and,

21 47. For such other and further relief as the Court may deem equitable and appropriate.

22 As to the Ninth Cause of Action

23 48. That the Court declare, adjudge and decree that Defendants violated various
24 provisions of the California Labor Code, including by failing to pay all wages owed, including
25 overtime, failure to provide meal periods, failing to maintain accurate records of meal periods,
26 failing to authorize and permit rest periods, failing to pay final wages at termination, failing to
27 furnish accurate wage statements, failing to reimburse business expenses, failing to provide
28

1 suitable seating, failing to provide and document sick days, by requiring employees to enter
2 into non-compete agreements, and by procuring unlawful background checks;

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

4 50. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
5 other applicable Labor Code provisions;

6 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
7 California Labor Code § 2699; and,

8 52. For such other and further relief as the Court may deem equitable and appropriate.

9 As to all Causes of Action

10 53. For any additional relief that the Court deems just and proper.

11 Dated: December 8, 2021

Respectfully submitted,

12 MOON & YANG, APC

13
14 By: _____

Kane Moon
Allen Feghali
Attorneys for Plaintiff

15
16
17 **DEMAND FOR JURY TRIAL**

18 Plaintiffs demand a trial by jury as to all causes of action triable by jury.

19 Dated: December 8, 2021

MOON & YANG, APC

20
21 By: _____

Kane Moon
Allen Feghali
Attorneys for Plaintiff