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VALARIE MURRAY on behalf of herself and all similarly situated employees
12

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF NEVADA**

15 VALARIE MURRAY on behalf of herself and
all similarly situated employees,

16 Plaintiff,

17 v.

18 GRANITE WELLNESS CENTERS;
19 COMMUNITY RECOVERY RESOURCE
CENTER; and DOES 1 through 50, inclusive,

20 Defendants.
21

Case No. *CL 20-084680*

**CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT OF 2004
ACTION**

**COMPLAINT FOR CIVIL PENALTIES,
DAMAGES AND FOR INJUNCTIVE
RELIEF**

DEMAND FOR JURY

22 COMES NOW Plaintiff VALARIE MURRAY, who on behalf of himself and all other
23 similarly situated current and former employees of Defendants GRANITE WELLNESS
24 CENTERS and COMMUNITY RECOVERY RESOURCE CENTER, and members of the
25 public, complain and allege as follows:

26 1. As used herein, the term "Plaintiff" includes VALARIE MURRAY, who is the
27 named Plaintiff and Class Representative herein.

28 2. Plaintiff and the Class Members alleged herein (collectively, "Class Members")

1 seek remedies for all compensation and penalties due to the Class Members during the “Class
2 Period,” which is defined as the period of time beginning four (4) years before the
3 commencement of this action through the date on which final judgment is entered, based upon
4 information and belief that Defendant is continuing and will continue the unlawful employment
5 practices as described herein.

6 3. Each of the Class Members are identifiable, similarly-situated persons and are
7 now or at some point during the Class Period were, employed by Defendant. Plaintiff reserves
8 his right to seek additional amendments of this Complaint to add as a named Plaintiff some or all
9 of the persons who are members of the Plaintiff Class.

10 4. Plaintiff VALARIE MURRAY is a competent adult who is, and at all times
11 mentioned in this complaint has been, a resident of Butte County, State of California. Plaintiff
12 was employed by Defendants from approximately August 2019, through approximately
13 September 2019, pursuant to an unwritten contract, some of the terms of which were the product
14 of an oral agreement, with other terms implied from or incorporated from written materials and
15 policies maintained by Defendant and from the conduct of the parties. Plaintiff’s at all times was
16 an employee not exempted from the California Labor Code and/or the applicable IWC Wage
17 Order. Plaintiff is and at all relevant times was an individual as defined in Business and
18 Professions Code §§ 17201 and 17204.

19 5. Defendant GRANITE WELLNESS CENTERS (“GWC”) is, and at all times
20 mentioned in this complaint has been, a corporation incorporated under the laws of the State of
21 California. Plaintiff is informed and believes and thereon alleges that Defendant GWC is
22 authorized to and does conduct business in numerous counties throughout the State of California,
23 has purposefully availed itself of the privileges and benefits of doing business in the County of
24 Nevada, State of California, and thus is subject to jurisdiction in the County of Nevada, in the
25 State of California.

26 6. Defendant COMMUNITY RECOVERY RESOURCE CENTER (“CRRC”) is,
27 and at all times mentioned in this complaint has been, a corporation incorporated under the laws
28 of the State of California. Plaintiff is informed and believes and thereon alleges that Defendant

1 CRRC is authorized to and does conduct business in numerous counties throughout the State of
2 California, has purposefully availed itself of the privileges and benefits of doing business in the
3 County of Nevada, State of California, and thus is subject to jurisdiction in the County of
4 Nevada, in the State of California.

5 7. Plaintiff and the Class Members are ignorant of the true names, identities,
6 capacities and relationships of the Defendants sued herein as DOES 1 through 50, inclusive, and
7 therefore sues these Defendants by such fictitious names. Plaintiff and the Class Members are
8 informed and believe, and thereon allege, that each of these fictitiously named Defendants are
9 responsible in some manner for the occurrences herein alleged, and that Plaintiff's and the Class
10 Members' damages as herein alleged were proximately caused by DOES 1 through 50. Plaintiff
11 and the Class Members will amend this Complaint to allege the true names and capacities of said
12 DOE Defendants when such information is ascertained. Each reference to "Defendants," and
13 each reference to any particular Defendant herein, shall be construed to refer to all Defendants,
14 including, but not limited to, all of those fictitiously named herein as a "DOE" Defendant, and
15 each of them.

16 8. Plaintiff and the Class Members are informed and believe, and thereon allege, that
17 each of the Defendants herein was at all times relevant to this action the agent, employee,
18 representative, partner, and/or joint venturer of the remaining Defendants, and each of them, and
19 that each of the Defendants herein was at all times acting within the course and scope of that
20 relationship. Plaintiff and the Class Members are further informed and believe, and thereon
21 allege, that each of the Defendants herein consented to, ratified, and/or authorized the acts of
22 each of the remaining Defendants herein. The conduct of each of the Defendants was at all times
23 herein in accordance with and represents the official policy of Defendants. Additionally, at all
24 times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions
25 of each and all of the other Defendants, which proximately caused the damages herein alleged.
26 Plaintiff and the Class Members are further informed and believe, and thereon allege, that all of
27 the Defendants jointly employed the Plaintiff and Class Members herein and/or carried out a
28 joint scheme, business plan and/or uniform policy, and the acts and omissions of each Defendant

1 are legally attributable to the other Defendants such that they are deemed a single integrated
2 enterprise and agents of one another so that all Defendants are each jointly and severally liable
3 for the acts and omissions hereinafter alleged.

4 9. Defendants GWC, CRRC, and DOES 1 through 50 (collectively referred to herein
5 as “Defendants”) are, and at all times herein were, “persons” as defined in California Business
6 and Professions Code § 17201.

7 10. Throughout the Class Period, Defendants directly or indirectly, or through an
8 agent or representative, exercised control over the wages, hours and/or working conditions of the
9 Plaintiff and the Class Members, and directly or indirectly or through an agent or other person
10 engaged, suffered, or permitted Plaintiff and the Class Members to work.

11 **JURISDICTION AND VENUE**

12 11. This Court has jurisdiction over this action pursuant to Article VI, section 10 of
13 the California Constitution. Plaintiff brings this Complaint for violations of California law
14 occurring in the County of Nevada, including without limitation violations of the California
15 Labor Code, Business and Professions Code, Civil Code and common law, and the amount in
16 controversy exceeds the minimum jurisdictional amount of the Superior Court. Based on
17 information and belief, Defendants have intentionally availed themselves of the benefits and
18 privileges available within this State, economic or otherwise, so as to render the exercise of
19 jurisdiction over them by the courts of the State of California consistent with traditional notations
20 of fair play and substantial justice. Accordingly, this Court has jurisdiction over the parties and
21 claims in this matter.

22 12. Pursuant to Code of Civil Procedure § 395(a), venue is proper in this judicial
23 district because Defendants now and throughout the Class Period did, reside and/or transact
24 business in the County of Nevada, employed Plaintiff, employed Class Members and continue to
25 employ Class Members and other similarly situated persons in the County of Nevada. The
26 conduct alleged herein and the damages resulting therefrom occurred in the County Nevada, and
27 at all times herein Defendants maintained their principal place of business in the County of
28 Nevada, State of California.

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1 breaks, without being paid the full payment of wages owed at the end of their employment, and
2 without having been provided with complete and accurate wage statements as required by law.

3 19. At all times relevant herein, Defendants maintained and enforced a uniform policy
4 of requiring Plaintiff and the Class Members to participate in mandatory orientation and safety
5 training before their first day of scheduled work without the payment of wages for time involved
6 in such activities.

7 20. At all times relevant herein, Defendants maintained and enforced a uniform policy
8 of requiring Plaintiff and the Class Members to receive and respond to after-hours work-related
9 text messages without the payment of wages for time involved in such activities.

10 21. At all times relevant herein, Defendants maintained and enforced a uniform policy
11 of requiring Plaintiff and the Class Members to work shifts of five hours or more within a single
12 workday without providing a thirty (30) minute uninterrupted duty-free meal period within five
13 (5) hours of the beginning of their shift. Defendants also failed to pay Plaintiff and the Class
14 Members one hour of pay at Plaintiff's and Class Members' regular rate of compensation as
15 required by California Labor Code § 226.7 and the Wage Order for each meal period that was
16 not provided.

17 22. Likewise, at all times relevant herein, Defendants maintained and enforced a
18 uniform policy by which they repeatedly failed to authorize, permit and provide Plaintiff and the
19 Class Members with paid duty-free rest periods of at least ten (10) consecutive uninterrupted
20 minutes during which Plaintiff and the Class Members were relieved of all duties for every four
21 (4) hours worked or major fraction thereof and which were counted as hours worked for which
22 there would be no deduction from wages, and failed to compensate Plaintiff and the Class
23 Members one (1) hour of wages at their regular rate of compensation as required by California
24 Labor Code § 226.7 and the Wage Order for each rest period not provided.

25 23. At all times relevant herein, Defendants maintained and enforced a uniform policy
26 by which they regularly and consistently required Plaintiff and the Class Members to work more
27 than eight (8) hours in a single workday and more than forty (40) hours in a single workweek
28 without paying them premium overtime wages for such overtime hours worked. As a result of

1 this policy, Plaintiff and the Class Members worked unpaid hours in excess of eight (8) in a day
2 and forty (40) in a week. Consequently, Defendants failed to pay Plaintiff and the Class
3 Members overtime premium wages of one and one-half times the employee's regular rate of pay
4 for all hours worked over eight (8) hours in a single workday and/or more than forty (40) hours
5 in a single workweek, as required by California Labor Code §§ 510 and 1194 and the Wage
6 Order.

7 24. At all times relevant herein, Defendants maintained and enforced a uniform policy
8 by which they regularly and consistently failed to provide Plaintiff and the Class Members with
9 complete and accurate itemized wage statements stating the total hours worked, regular and
10 overtime hours worked, reimbursement for work-related expenditures, gross wages earned, net
11 wages earned, all applicable rates of pay and the corresponding number of hours worked under
12 each rate, all deductions, wages owed for missed rest and meal periods, and accurate accounting
13 for all wages paid to Plaintiff and the Class Members. Defendants also failed to record in ink or
14 other identifiable form all deductions from wages showing the month, day and year, and failed to
15 keep a copy of the statements and records of deductions for three years at the place of
16 employment or at a central location in the State of California. Defendants also failed to keep
17 accurate information with respect to each employee, including full name, home address,
18 occupation, birth date, time records showing when the employee begins and ends each work
19 period, meal periods, total daily hours worked and total wages paid each payroll period,
20 including value of board, lodging, or other compensation actually furnished to the employee.

21 25. At all times relevant herein, Defendants maintained and enforced a uniform policy
22 by which they regularly and consistently violated California Labor Code §§ 201, 202, 204,
23 216, 218, 221, 223, 1194, 1198 and the Wage Order by unlawfully refusing to pay wages to
24 Plaintiff and the Class Members.

25 26. At all times relevant herein, Defendants maintained and enforced a uniform policy
26 by which they required Plaintiff and the Class Members to use their cell phones to make and
27 receive work-related calls and to send and receive text messages. Defendants maintained and
28 enforced a uniform policy which they regularly and consistently violated California Labor Code

1 § 2802 and the Wage Order by failing to reimburse Plaintiff and the Class Members for such
2 work-related expenses.

3 27. At all times relevant herein, Defendants maintained and enforced a uniform policy
4 by which they regularly and consistently violated California Labor Code §§ 201, 202, and 203 by
5 failing to pay Plaintiff and the Class Members all owing and unpaid wages for work performed
6 by them during their employment and at the end of their employment.

7 28. At all times relevant herein, Defendants maintained and enforced a uniform policy
8 by which they regularly and consistently violated California Labor Code §§ 201, 202, 204, 218,
9 1194, 1198, 1199 and the Wage Order by failing to pay Plaintiff and the Class Members for all
10 hours worked, minimum wage for all hours worked, overtime premium wages for all overtime
11 hours worked, compensation for missed meal and rest periods, and reimbursement for work-
12 related expenses.

13 29. Plaintiffs and the Class Members are informed and believe, and thereon allege, that at
14 all times herein mentioned, Defendants were advised by skilled lawyers and other professionals,
15 employees and advisors knowledgeable about California labor and wage law, employment and
16 personnel practices, and about the requirements of California law. Plaintiffs and the Class Members
17 are informed and believe, and thereon allege, that at all times relevant herein, Defendants knew or
18 should have known that they had a duty to compensate Plaintiffs and the Class Members, and that
19 Defendants had the financial ability to pay such compensation, but willfully, knowingly and
20 intentionally failed to do so, and falsely represented to Plaintiffs and the Class Members that they
21 were properly denied wages, all in order to increase Defendants' profits.

22 30. California Labor Code § 218 states that nothing in Article I of the Labor Code
23 shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him
24 under this Article.”

25 **CLASS ACTION ALLEGATIONS**

26 31. Plaintiff brings this action on behalf of herself, the general public, and all other
27 similarly situated persons as a class action pursuant to Code of Civil Procedure § 382. All claims
28 alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

1 Plaintiff seeks to represent a class composed of and defined as follows:

2 A. Orientation Unpaid Wages Subclass:

3 All current and former employees of Defendants who
4 worked for Defendants in California and who were
5 required by Defendants to participate in mandatory
6 orientation and safety training activities without the
7 payment of wages for time involved in such activities
8 within four (4) years before the commencement of this
9 action through the date of the order granting class
10 certification.

11 B. Unpaid Overtime Wages Subclass:

12 All current and former employees of Defendants who
13 worked for Defendants in California and who were not
14 paid for all overtime hours worked at any time within four
15 (4) years before the commencement of this action through
16 the date of the order granting class certification.

17 C. Meal Period Subclass:

18 All current and former employees of Defendants who
19 worked for Defendants in California and who were paid
20 an hourly wage and who did not receive a compliant meal
21 period at any time within four (4) years before the
22 commencement of this action through the date of the
23 order granting class certification.

24 D. Rest Period Subclass:

25 All current and former employees of Defendants who
26 worked for Defendants in California and who were paid
27 an hourly wage and who did not receive a compliant rest
28 period at any time within four (4) years before the
commencement of this action through the date of the
order granting class certification.

E. Unreimbursed Work-Related Expense Subclass:

All current and former employees of Defendants who
worked for Defendants in California and who were not
reimbursed work-related expenses at any time within four
(4) years before the commencement of this action through
the date of the order granting class certification.

F. Non-Compliant Wage Statement Subclass:

All current and former employees who are or were
employed by Defendants in California and who were paid
any wages and who did not receive a wage statement
from Defendants at any time beginning one (1) year
before the commencement of this action through the date
of the order granting class certification.

32. Plaintiff reserves the right under Code of Civil Procedure § 382 to amend or modify
the class description with greater specificity, further division into subclasses or with limitations to
particular issues.

1 33. This action has been brought and may be properly maintained as a class action under
2 the provisions of Code of Civil Procedure § 382 because the questions of law and fact at issue herein
3 are common and of general interest to Plaintiff and the Class Members, the parties are numerous, and
4 it would be impracticable to bring the claims alleged herein before the court as individual claims or
5 through some other than a class action.

6 **A. Numerosity**

7 34. The Class Members are so numerous that joinder of all the members of the class is not
8 feasible and not practical. While the precise number the Class Members has not been determined at
9 this time, Plaintiff is informed and believes that Defendants currently employ, and during the Class
10 Period regularly employed, more than 50 employees in California in hourly wage or otherwise non-
11 exempt positions. The identities of the Class Members are readily ascertainable by inspection of
12 Defendants' employment records. Moreover, joinder of all members of the proposed class is not
13 practicable, and individual damages for each member is not anticipated to be sufficiently high to allow
14 for practical resolution through individualized litigation.

15 **B. Commonality and Predominance**

16 35. There are questions of law and fact common to each Class Member that predominate
17 over any questions affecting only individual Class Members. These common questions of law and
18 fact include, without limitation:

19 a. Whether Defendants violated California Labor Code §§ 226.7 and 512 and the
20 Wage Order by failing to provide a 30 minute duty-free meal period within the first five hours of each
21 workday to Plaintiff and the Class Members on days they worked in excess of five hours, and failing
22 to compensate Plaintiff and the Class Members one hour of wages at their regular rate of pay for each
23 such missed meal period that was not provided;

24 b. Whether Defendants violated Labor Code § 226.7 and the Wage Order by
25 failing to provide a paid 10 minute duty-free rest period to Plaintiff and the Class Members for every
26 four hour work period or major fraction thereof, by either not paying wages to Plaintiff and the Class
27 Members or reducing their wages for time spent during any rest period that was provided, and by
28 failing to compensate Plaintiff and the Class Members one hour of wages for such missed and/or

1 unpaid/underpaid rest periods;

2 c. Whether Defendants violated Labor Code §§ 1194 and 1198 and the Wage
3 Order by failing to pay Plaintiff and the Class Members the appropriate premium overtime wages for
4 all overtime hours worked;

5 d. Whether Defendants violated Labor Code §§ 1197 and 1197.1 by failing to
6 pay Plaintiff and the Class Members at least minimum wage as compensation for any and all hours
7 worked;

8 e. Whether Defendants violated California Labor Code § 226 by failing to
9 provide accurate itemized wage statements to Plaintiff and the Class Members containing all of the
10 information required by Labor Code § 226;

11 f. Whether Defendants violated California Labor Code §§ 201, 202, 204, 216,
12 218, 221, 1194 and 1198 by failing and refusing to pay Plaintiff and the Class Members agreed wages
13 for all work performed by them;

14 g. Whether Defendants violated Labor Code §§ 201, 202, 203 and 204 by failing
15 to timely pay Plaintiff and the Class Members all wages for work performed by them during their
16 employment and failing to timely pay Plaintiff and the Class Members at the end of their employment
17 all wages for work performed by them during their employment;

18 h. Whether Defendants violated Labor Code §§ 201, 202, and 204 by failing to
19 timely pay Plaintiff and the Class Members for all wages and hours worked during their employment;

20 i. Whether Defendants violated Labor Code § 2802 and the Wage Order by
21 failing to reimburse work-related expenses to Plaintiff and the Class Members;

22 j. Whether Defendants failed to pay Plaintiff and the Class Members agreed
23 wages;

24 k. Whether Defendants' failure to pay wages, and premiums in accordance with
25 the California Labor Code and the Wage Order was willful;

26 l. Whether Defendants violated Labor Code § 1198 and the Wage Order for
27 failing to keep accurate records with respect to each employee;

28 m. Whether Defendants' conduct as alleged throughout this complaint was willful

1 or reckless;

2 n. The appropriate amount of damages, restitution and/or monetary penalties
3 resulting from Defendants' violations of California law;

4 o. Whether Plaintiff and the Class members are entitled to equitable relief,
5 including but not limited to, injunctive and declaratory relief, pursuant to Business and Professions
6 Code §§ 17200 et seq.; and

7 p. Whether Defendants violated Business and Professions Code §§ 17200 et seq.,
8 by failing to provide meal and rest periods mandated by Labor Codes § 226.7, 512 and the Wage
9 Order; by failing to compensate Plaintiff and the Class Members one (1) hour of pay for meal periods
10 and rest periods that were not provided; by failing to pay regular and overtime wages for all hours
11 worked; by failing to pay minimum wage; failing to provide complete and accurate wage statements
12 to Plaintiff and the Class Members in accordance with Labor Code § 226; by failing to pay agreed
13 wages; by failing to reimburse work-related expenses; by failing to pay Plaintiff and the Class
14 Members all wages due upon termination; and by failing to timely provide all wages due to Plaintiff
15 and the Class Members.

16 **C. Typicality**

17 36. The claims of Plaintiff are typical of the claims of the Class Members. Plaintiff and
18 the Class Members sustained injuries and damages arising out of and caused by the Defendants'
19 common course of conduct in violation of statutes, common law, wage orders and/or regulations that
20 have the force and effect of law, as alleged herein. Plaintiff has a well-defined community of interest
21 with the Class Members and are qualified to, and will, fairly and adequately protect the interests of
22 each Class Member.

23 **D. Adequacy of Representation**

24 37. Plaintiff will fairly and adequately represent and protect the interests of the Class
25 Members. Plaintiff acknowledges Plaintiff's obligation to make known to the Court any relationship,
26 conflict or difference with any Class Member. Plaintiff has incurred and throughout this action will
27 continue to incur, costs and attorney's fees necessarily expended for the prosecution of this action for
28 the substantial benefit of each Class Members. Counsel who represents Plaintiff is competent and

1 experienced in litigating class actions, versed in the rules governing class action discovery
2 certification, settlement and trial, and will vigorously and competently pursue the claims of Plaintiff
3 and the Class Members.

4 **E. Superiority**

5 38. The nature of this action makes the use of class action adjudication superior to other
6 methods. The class action will achieve economies of time, effort and expense as compared with
7 separate individual lawsuits on behalf of each Class Member, and will avoid inconsistent outcomes
8 because the same issues will be adjudicated in the same manner and at the same time for the entire
9 class.

10 **F. Public Policy Consideration**

11 39. Employers in the State of California violate employment and labor laws on a daily
12 basis. Employees are often intimidated and afraid to assert their rights out of fear that they will be
13 subjected direct or indirect retaliation by their employers. Former employees (those who are no
14 longer employed by a particular employer who had subjected them to employment and labor law
15 violations) are fearful of bringing actions against their former employers because they believe their
16 former employers might damage their future endeavors through negative references and/or other
17 means. Class actions provide Class Members who are not named in the complaint with vindication of
18 their rights while also protecting their privacy and shielding them from retaliation.

19 **FIRST CAUSE OF ACTION**

20 **Failure to Provide Meal Periods or Compensation in Lieu Thereof
(Labor Code §§ 226.7 and 1198; and the Wage Order)
(Plaintiff and the Class Members against Defendants)**

21 40. Plaintiff and the Class Members allege and incorporate by reference all of the
22 allegations contained in the preceding paragraphs as though fully set forth herein.

23 41. California Labor Code § 226.7 provides that no employer shall require an
24 employee to work during any meal period mandated by an applicable order of the Industrial
25 Welfare Commission. Labor Code § 226.7 further provides that if an employer fails to provide
26 an employee a meal period or rest period in accordance with an applicable order of the Industrial
27 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
28 employee's regular rate of compensation for each workday that the meal or rest period is not

1 provided.

2 42. At all times relevant to this action, the Wage Order and California Labor Code §
3 1198 provided that an employer may not require, cause or permit an employee to work for a
4 period of more than five (5) hours per day without providing the employee with an uninterrupted
5 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
6 employee is not more than six (6) hours, the meal period may be waived by mutual consent of
7 both the employer and the employee.

8 43. Throughout the Class Period, Defendants and/or their authorized supervisors
9 repeatedly failed to comply with the meal period requirements of the Labor Code and the Wage
10 Order by failing to provide Plaintiff and the Class Members with a thirty (30) minute
11 uninterrupted duty-free meal period within five (5) hours of the beginning of their shift, in
12 violation of Labor Code §§ 512, 226.7, and the Wage Order. Defendants also failed to
13 compensate Plaintiff and the Class Members one (1) hour of wages for any of the missed meal
14 periods not provided by Defendants, as alleged above, which failure also violated Labor Code
15 §§512 and 226.7 and the Wage Order.

16 44. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiff and
17 the Class Members are entitled to recover from Defendants one (1) additional hour of pay at their
18 regular hourly rate of compensation for each meal period violation as alleged herein.

19 45. Defendants were at all times aware of the Labor Code and Wage Order
20 requirements that they provide Plaintiff and the Class Members with such meal periods and was
21 aware that Plaintiff and the Class Members regularly worked more than five (5) hours in a shift
22 without receiving mandated meal periods. Thus, Defendants willfully violated the provisions of
23 Labor Code §§ 226.7 and 512 and the Wage Order.

24 46. As a result of the unlawful conduct of Defendants, Plaintiff and the Class
25 Members have been deprived of wages and other compensation in amounts to be determined at
26 trial, and are entitled to recovery of such amounts.

27 47. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
28 for.

SECOND CAUSE OF ACTION
Failure to Provide Rest Periods or Compensation in Lieu Thereof
(Labor Code §§ 226.7 and 1198; and The Wage Order)
(Plaintiff and the Class Members against Defendants)

48. Plaintiff and the Class Members allege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

49. California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California Industrial Welfare Commission. Labor Code Section 226.7 further provides that if an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

50. The Wage Order and California Labor Code § 226.7 provides that every employer shall provide and shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, and that the rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, unless the total daily work time is less than three and one-half hours.

51. Throughout the Class period, on days in which Plaintiff and the Class Members worked at least three and one half hours, Defendants regularly and repeatedly required Plaintiff and the Class Members to work four (4) hours and/or a major fraction thereof without providing, authorizing or permitting at least one ten (10) minute rest period during which Plaintiff's and the Class Members were relieved of all duties (hereafter "rest period") per each four (4) hour period, or a major fraction thereof, worked.

52. Throughout the Class Period, Defendants failed to pay Plaintiff and the Class Members a premium of one hour pay at their regular rate of pay for each rest period not provided, authorized, and permitted as alleged herein, pursuant to Labor Code § 226.7.

53. Defendants were at all times aware of the Labor Code and Wage Order

1 requirements that they provide Plaintiff and the Class Members with the rest periods described
2 above and were aware that Plaintiff and the Class Members regularly worked more than four (4)
3 hours or major fraction thereof without receiving mandated rest periods. Defendants therefore at
4 all times willfully violated the provisions of Labor Code § 226.7 and the Wage Order.

5 54. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiff and
6 the Class Members are entitled to recover from Defendants one (1) additional hour of pay at his
7 regular hourly rate of compensation for each workday that a rest period was not provided. As a
8 result of the unlawful conduct of Defendant, Plaintiff has been deprived of wages and
9 compensation in amounts to be determined at trial, and is entitled to recovery of such amounts.

10 55. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
11 for.

12 **THIRD CAUSE OF ACTION**
13 **Failure to Pay Hourly and Overtime Wages**
14 **(California Labor Code §§ 1194 and 1198; and The Wage Order)**
15 **(Plaintiff and the Class Members against Defendants)**

16 56. Plaintiff and the Class Members incorporate by reference all of the allegations
17 contained in the preceding paragraphs as though fully set forth herein.

18 57. Plaintiff and the Class Members base this cause of action upon Defendants'
19 willful and intentional violations of the California Labor Code and Industrial Welfare
20 Commission requirements that Defendants pay Plaintiff and the Class Members for all hours
21 worked, including the requirement to pay premium overtime wages to Plaintiff and the Class
22 Members for work they performed in excess of eight hours in a workday and/or 40 hours in a
23 workweek, and/or on the seventh consecutive day in a workweek.

24 58. Pursuant to Labor Code § 204, as well as other applicable laws and regulations,
25 and public policy, an employer must timely pay its employees for all hours worked.

26 59. Labor Code § 1198 provides that "The maximum hours of work and the standard
27 conditions of labor fixed by the commission shall be the maximum hours of work and the
28 standard conditions of labor for employees. The employment of any employee for longer hours
than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

1 60. Labor Code § 1194 provides that “any employee receiving less than the legal
2 minimum wage or the legal overtime compensation applicable to the employee is entitled to
3 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
4 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

5 61. The Wage Order provides that “such employees shall not be employed more than
6 eight (8) hours in any workday or more than forty (40) hours in any workweek unless the
7 employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all
8 hours worked over 40 hours in the workweek and for the first eight (8) on the seventh (7th) day of
9 work and double the employee’s regular rate of pay for all hours worked over eight (8) on the
10 seventh (7th) day of work in the workweek.

11 62. Throughout the Class Period, Defendants required Plaintiff and the Class
12 Members on a regular and repeated basis to work shifts exceeding eight hours in a workday, to
13 work more than 40 hours in a workweek, which hours were often not recorded, without paying
14 overtime premium wages at a rate of no less than one and one-half times their regular rate of pay.

15 63. Throughout the Class Period, Defendants knew or had reason to know that
16 Plaintiff and the Class Members were regularly and consistently required to work more than
17 eight hours in a day, work more than 40 hours in a week, perform work on the seventh day of
18 work in a workweek without being paid the appropriate premium overtime wage required by
19 Labor Code §§ 1194 and 1198, and the Wage Order.

20 64. Throughout the Class Period, Defendants' conduct as alleged herein amounted to
21 a uniform pattern of unlawful wage and hour practices which resulted from the implementation
22 of uniform policies and practices by which Defendants failed to accurately record all hours
23 worked by Plaintiff and the Class Members thereby denying payment of overtime premium
24 wages to Plaintiff and the Class Members for overtime hours worked.

25 65. In committing the violations of the California Labor Code as alleged herein,
26 Defendants engaged in an illegal attempt to avoid the payment of all earned wages and other
27 benefits in violation of the California Labor Code, the Industrial Welfare Commission
28 requirements and other applicable laws and regulations.

1 66. As a direct result of Defendants' unlawful wage practices as alleged herein,
2 Plaintiff and the Class Members have been denied full compensation for all hours worked by
3 them, including but not limited to premium overtime wages for overtime hours.

4 67. The Labor Code and the Wage order set forth various exemptions by which
5 certain categories of employees are exempt from the protections of the overtime laws contained
6 in the Labor Code. At no time during Plaintiff's employment did any of these exemptions apply
7 to Plaintiff and the Class Members. Moreover, at no time were Plaintiff and the Class Members
8 subject to a valid collective bargaining agreement that would preclude the causes of action set
9 forth in this complaint. Rather, Plaintiff and the Class Members bring this action because of
10 Defendants' violations of non-waiveable rights guaranteed to them by the State of California.

11 68. As a direct consequence of Defendants' unlawful failure to pay Plaintiff and the
12 Class Members the full and accurate amount of all earned wages at the appropriate rate for the
13 true number of hours they worked, Plaintiff and the Class Members have suffered and will
14 continue to suffer economic injuries in an amount which is presently unknown to them and
15 which will be ascertained according to proof at trial.

16 69. In performing the acts and practices in violation of California labor laws as herein
17 alleged, Defendants have acted and continue to act intentionally, oppressively and maliciously
18 towards Plaintiff and the Class Members, with a conscious disregard for their legal rights and the
19 consequences to them, and with the intent of depriving them of their property and legal rights
20 and otherwise causing them injury, in order to increase Defendants' profits at the expense of
21 Plaintiff and the Class Members.

22 70. Plaintiff and the Class Members request recovery of all unpaid wages, including
23 overtime premium wages, in an amount according to proof, interest on such amounts, statutory
24 costs, and the assessment of any and all statutory penalties against Defendants, all in the sums as
25 provided by the California Labor Code and/or other applicable statutes. In addition, to the extent
26 that overtime compensation is owed Plaintiff and the Class Members whose employment has
27 been terminated, Defendants' conduct violates Labor Code §§ 201 and/or 202, entitling Plaintiff
28 and the Class Members to waiting time penalties under Labor Code § 203, which penalties are

sought herein on behalf of Plaintiff and the Class Members.

71. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed for.

FOURTH CAUSE OF ACTION
Failure to Pay Minimum Wage
(Labor Code §§ 1194, 1197 and 1199; and The Wage Order)
(Plaintiff and the Class Members against Defendants)

72. Plaintiff and the Class Members incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

73. Labor Code §1197 provides that it is unlawful to pay less than the minimum wage established by law. Throughout the Class Period, Defendants repeatedly failed to pay Plaintiff and the Class Members the minimum wage for all hours worked, as required by the applicable wage order, violating the provisions of Labor Code §1197.

74. Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

75. Throughout the Class Period, Defendants' conduct as alleged herein amounted to a uniform pattern of unlawful wage and hour practices which resulted from the implementation of uniform policies and practices by which Defendants failed to accurately record all hours worked by Plaintiff and the Class Members thereby denying payment of minimum wages to Plaintiff and the Class Members for hours worked.

76. Throughout the Class Period, Defendants maintained and enforced a uniform policy by which they required Plaintiff and the Class Members to perform work without being paid at least minimum wage for the work performed. Pursuant to this policy, Plaintiff and the Class Members were required to record a one-hour meal period while continuing to perform work.

77. In committing the violations of the California Labor Code as alleged herein, Defendants engaged in an illegal attempt to avoid the payment of all earned wages and other

benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

78. As a direct result of Defendants' unlawful wage practices as alleged herein, Plaintiff and the Class Members have been denied full compensation for all hours worked by them, including but not limited to minimum wages for hours worked.

79. Pursuant to Labor Code §1199, an employer who (a) requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission and (c) violates and refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission, is punishable by a fine of not less than \$100.00.

80. Plaintiff and the Class Members are entitled to recover wages from Defendants, in an amount to be proven at trial, because of Defendants' payment of wages less than minimum wage.

81. Plaintiff and the Class Members were required to retain attorneys to bring this action and are entitled to interest an award of reasonable attorneys' fees pursuant to Labor Code § 1194. Plaintiff and the Class Members are entitled to liquidated damages pursuant to Labor Code § 1194.2.

82. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed for.

FIFTH CAUSE OF ACTION

Failure to Comply with Itemized Employee Wage Statement Requirements (California Labor Code §§ 226, 1174 and 1175; and The Wage Order) (Plaintiff and the Class Members against Defendants)

83. Plaintiff and the Class Members allege and incorporate by reference all of the allegations contained in the preceding paragraphs, as though fully set forth herein.

84. Labor Code § 226(a) and the Wage Order require Defendants to itemize in wage statements all deductions from payment of wages, to accurately report total hours worked, to report the rate of pay for hours worked, and keep the records on file at the place of employment

1 or at a central location within the State of California. Defendants have knowingly and
2 intentionally failed to comply with Labor Code § 226(a) and the Wage Order with respect to
3 wage statements they have provided to Plaintiff and the Class Members.

4 85. Labor Code § 1174 and the Wage Order requires Defendants to maintain and
5 preserve, at the place of employment or at a central location within the State of California,
6 among other items, accurate records showing the names and addresses of all employees
7 employed, payroll records accurately showing the hours worked daily and the wages paid to its
8 employees. Defendants have knowingly and intentionally failed to comply with these
9 requirements in violation of Labor Code §§ 1174 and 1175 and the Wage Order.

10 86. Labor Code § 226(a) and the Wage Order provide that every employer shall,
11 semimonthly or at the time of each payment of wages, furnish each of its employees an accurate
12 itemized statement in writing showing gross wages earned, total hours worked by the employee,
13 the number of piece rate units and the applicable rate, all deductions, net wages earned, the
14 inclusive dates of the period for which the employee is paid, the name of the employee and the
15 last four digits of the employee's social security number (or an employee identification number),
16 the name and address of the legal entity that is the employer and all applicable hourly rates in
17 effect during the pay period and the corresponding numbers of hours worked at each hourly rate
18 by the employee. Labor Code § 226(a) mandates that deductions made from payments of wages
19 shall be recorded in ink, properly dated and a copy of the statement or a record of deductions be
20 kept on file by the employer for at least three years. Moreover, the Wage Order requires
21 Defendants to maintain time records for each employee showing, including but not limited to, an
22 accurate report of the total hours worked by each employee, when the employee begins and ends
23 each work period, meal periods, and total daily hours worked in itemized wage statements, and
24 all deductions from payment of wages.

25 87. Throughout the Class Period, Defendants have regularly and consistently,
26 intentionally and willfully, failed to provide Plaintiff and the Class Members with complete and
27 accurate wage statements.

28 88. The Wage Order provides that an employer must keep accurate information with

1 regard to each employee, which shall include time records showing when the employee begins
2 and ends each work period, split shift intervals, total daily hours worked and total hours worked
3 in the pay period and the applicable rates of pay.

4 89. Throughout the Class Period, Defendants continually failed to keep accurate
5 records and information with regard to Plaintiff and the Class Members as required by the Wage
6 Order. Defendants repeatedly provided Plaintiff and the Class Members with wage statements
7 that, among other inaccuracies, failed to include complete and accurate information on the
8 following: (1) gross wages earned; (2) total hours worked; (3) all deductions from wages; (4) net
9 wages earned; (5) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate.

11 90. As a result of Defendants' violation of Labor Code §§ 226(a), 1174 and 1175, as
12 well as the Wage Order, Plaintiff and the Class Members have suffered injury and damage to
13 their statutorily-protected rights. These injuries and damages include, but are not limited to, the
14 denial of their legal right to receive and their protected interest in receiving accurate, itemized
15 wage statements under Labor Code § 226(a). Moreover, the inaccurate and incomplete wage
16 statements provided by Defendants deceived Plaintiff and the Class Members about the wages
17 and other compensation to which they were entitled and deprived them of such wages and
18 compensation. As a further result of Defendants' failure to provide Plaintiff and the Class
19 Members with accurate wage statements in accordance with Labor Code § 226 and to keep
20 accurate time records as required by the Wage Order, Plaintiff and the Class Members have
21 suffered injuries and are entitled to penalties under Labor Code § 226 and Labor Code § 226.3
22 which states that any employer who violates § 226 shall be subject to a civil penalty in the
23 amount of \$250.00 per employee per violation in an initial citation. The civil penalty provided
24 for in this section is in addition to any other penalty provided by law, in an amount to be proven
25 at trial. The injuries suffered by Plaintiff and the Class Members include, but are not limited to,
26 having been, and continuing to be, forced to conduct investigations and perform mathematical
27 computations in an attempt to reconstruct their time records; the inability to reconstruct their
28 time records; the inability to discern the amount of wages they were paid and/or the applicable

1 wage rate; the inability to determine the number of hours, including but not limited to, overtime
2 hours they worked; the inability to determine the number of rest periods and meal periods they
3 were forced to forego; the inability to determine whether they were compensated for all meal and
4 rest periods of which they had been deprived; the inability to determine whether they were paid
5 all wages due for work they performed; the inability to determine the amount of wages owing
6 and unpaid; having been, and continuing to be, forced to hire attorneys and initiate a lawsuit in
7 order to ascertain the aforementioned information.

8 91. Plaintiff and the Class Members are further entitled to recover from Defendants
9 the greater of their actual damages caused by Defendants' failure to comply with Labor Code §
10 226(a), or an aggregate penalty not exceeding \$4,000.00.

11 92. Plaintiff and the Class Members are also entitled to injunctive relief to ensure
12 compliance with this section, pursuant to Labor Code § 226(g).

13 93. Pursuant to Labor Code § 226(e), each employee suffering injury as a result of a
14 knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled
15 to recover the greater of all actual damages or \$50.00 for the initial pay period in which a
16 violation occurs and \$100.00 per employee for each violation in a subsequent pay period, not
17 exceeding an aggregate penalty of \$4,000.00, and is entitled to an award of costs and reasonable
18 attorneys' fees.

19 94. Moreover, an employee is entitled under the Labor Code § 226(g) to injunctive
20 relief to ensure compliance with Labor Code § 226 and is entitled to an award of costs and
21 reasonable attorneys' fees.

22 95. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
23 for.

24 **SIXTH CAUSE OF ACTION**
25 **Failure and Refusal to Pay Agreed Wages**
(California Labor Code § 201, 202, 204, 216, 218, 221, 223, 1194, 1198; and The Wage Order)
26 **(Plaintiff and the Class Members against Defendants)**

27 96. Plaintiff and the Class Members incorporate by reference all of the allegations
28 contained in the preceding paragraphs as though fully set forth herein.

1 97. Labor Code §§ 201, 202, 203, 204, 216, 218, 221, 223, 1194 and 1198, together
2 with the Wage Order, provide that employees have an immediate and vested right to receive
3 agreed wages for work they were engaged, suffered and permitted to perform.

4 98. Throughout the Class Period, as a result of uniform policies maintained and
5 enforced by Defendants, the object and/or foreseeable consequence of which were to deny such
6 wages to Plaintiff and the Class Members, Defendants employed Plaintiff and the Class
7 Members at agreed wages and refused to pay such wages to Plaintiff and the Class members for
8 all hours they worked.

9 99. Defendants at all times knew or had reason to know that Plaintiff and the Class
10 Members were performing work without pay and that the practices referenced above deprived
11 Plaintiff and the Class Members of wages for work performed by them.

12 100. At all times herein alleged, Labor Code § 223 provided, in relevant part: “Where
13 any . . . contract requires an employer to maintain the designated wage scale, it shall be unlawful
14 to secretly pay a lower wage while purporting to pay the wage designated by . . . contract.”

15 101. At all times herein alleged, Plaintiff, the Class Members and Defendants were
16 parties to an employment contract pursuant to which they had agreed Plaintiff and the Class
17 Members were to be paid a designated wage scale, which included but was not limited to, not
18 less than minimum wage per hour for each hour worked, and the payment of overtime premium
19 wages and meal and rest period premiums as required by the Labor Code and the Wage Order.
20 By repeatedly and consistently failing to pay regular wages to Plaintiff and the Class Members at
21 the agreed wage scale and failing to pay premium overtime wages and meal and rest period
22 premiums as required by the Labor Code and the Wage Order, elsewhere alleged herein,
23 Defendants violated Labor Code § 223, depriving Plaintiff of the payment of wages according to
24 the agreed wage scale.

25 102. Pursuant to Labor Code § 216, Defendants are guilty of a misdemeanor for
26 willfully refusing “to pay wages due and payable after demand has been made.”

27 103. Defendants continually failed and refused to pay to Plaintiff and the Class
28 Members all wages earned, despite demands being made.

1 104. Pursuant to Labor Code § 225.5, an employer who unlawfully withholds wages
2 due to an employee in violation of § 216 shall be subject to a civil penalty. One hundred dollars
3 (\$100) is assessed for the initial violation for each failure to pay each employee, and two
4 hundred dollars (\$200) for each subsequent violation, in addition to 25 percent of the amount
5 unlawfully withheld.

6 105. As a direct and proximate result of Defendants' willful refusal to pay all wages
7 due to Plaintiff and the Class Members, Defendants are liable for wages owing and unpaid, with
8 interest thereon, and for penalties under Labor Code § 225.5.

9 106. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
10 for.

11 **SEVENTH CAUSE OF ACTION**
12 **Failure to Pay All Wages Upon Termination**
13 **(California Labor Code §§ 201, 202 and 203; and The Wage Order)**
14 **(Plaintiff and the Class Members against Defendants)**

15 107. Plaintiff and the Class Members incorporate by reference all of the allegations
16 contained in the preceding paragraphs as though fully set forth herein.

17 108. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in
18 accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a
19 penalty from the due date, and at the same rate until paid, but the wages shall not continue for more
20 than thirty (30) days.

21 109. Labor Code § 201 provides if an employer discharges an employee, the wages
22 earned and unpaid at the time of discharge are due and payable immediately.

23 110. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages
24 no later than 72 hours after an employee quits his or her employment, unless the employee has
25 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
26 to his or her wages at the time of quitting.

27 111. Defendants willfully failed to pay Plaintiff and the Class Members all their wages
28 due, as alleged hereinabove and hereinafter, upon the termination of their employment within the
times prescribed by Labor Code §§201 and 202 and are therefore subject to a waiting time penalty.

1 Plaintiff and the Class Members are entitled to recover from Defendants the statutory penalty for
2 each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day maximum
3 pursuant to California Labor Code § 203.

4 112. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed for.

5 **EIGHTH CAUSE OF ACTION**

6 **Failure to Pay Wages Timely**

7 **(California Labor Code § 204)**

8 **(Plaintiff and the Class Members against Defendants)**

9 113. Plaintiff and the Class Members incorporate by reference all of the allegations
10 contained in the preceding paragraphs as though fully set forth herein.

11 114. Labor Code Section 204 provides in relevant part: “All wages, other than those
12 mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are
13 due and payable twice during each calendar month, on days designated in advance by the employer
14 as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar
15 month shall be paid for between the 16th and the 26th day of the month during which the labor was
16 performed, and labor performed between the 16th and the last day, inclusive, of any calendar month,
17 shall be paid for between the 1st and 10th day of the following month.”

18 115. Throughout the Class Period, Defendants failed to pay compensation to Plaintiff and
19 the Class Members for all hours they worked, including straight time, overtime wages, meal and rest
20 period premiums, in violation of Labor Code §204.

21 116. Defendants’ violations of California Labor Code §204 were at all times repeated,
22 willful and intentional.

23 117. Plaintiff and the Class Members have been damaged by said violations of California
24 Labor Code §§ 201, 202, 204, 1198 and the Wage Order.

25 118. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed for.

26 **NINTH CAUSE OF ACTION**

27 **Failure to Reimburse Work Related Expenses**

28 **(California Labor Code § 2802; and the Wage Order)**

(Plaintiff and the Class Members against all Defendants)

119. Plaintiff and the Class Members incorporate by reference all of the allegations
contained in the preceding paragraphs as though fully set forth herein.

1 120. Pursuant to Labor Code § 2802 an employer shall indemnify his or her employee
2 for all necessary expenditures or losses incurred by the employee in direct consequence of the
3 employee's discharge of his or her duties.

4 121. At all times herein, Defendants regularly and consistently violated Labor Code §
5 2802 by failing to reimburse Plaintiff and the Class Members for expenses incurred in the
6 performance of their duties including, but not limited to, use of their personal cell phones
7 necessary for Plaintiff and the Class Members to perform their job duties.

8 122. Plaintiff and the Class Members were required to retain attorneys to bring this
9 action and are entitled to an award of reasonable attorneys' fees pursuant to Labor Code §
10 2802(c).

11 123. WHEREFORE, Plaintiff requests relief as herein prayed for.

12 **TENTH CAUSE OF ACTION**
13 **California Labor Code Private Attorneys General Act of 2004**
14 **(California Labor Code § 2698)**
15 **(Plaintiff against Defendants GWC and CRRC)**

16 124. Plaintiff alleges and incorporates by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth herein.

18 125. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover civil
19 penalties for the violation(s) of the Labor Code Sections enumerated in Labor Code Section 2699.5.

20 126. PAGA provides as follows, "[n]otwithstanding any other provision of law, a plaintiff
21 may as a matter of right amend an existing complaint to add a cause of action arising under this part
22 at any time within sixty (60) days of the time periods specified in this part."

23 127. Defendants' conduct, as alleged herein, violates numerous sections of the California
24 Labor Code, including, but not limited to, Labor Code §§ 201, 201.3, 202, 203, 204, 207, 208, 209,
25 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 227.3, 246, 510, 512, 558, 1174, 1194, 1197,
26 1197.1, 1198, 1199, 2698 et seq., 2699(f) and (g), 2800 and 2802, and the Wage Order.

27 128. California Labor Code Section 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable wage order. California Labor Code section
1198 requires that "... the standard conditions of labor fixed by the commission shall be the ...

1 standard conditions of labor for employees. The employment of any employee . . . under conditions
2 of labor prohibited by the order is unlawful.”

3 129. Defendants, at all times relevant to this complaint, were an employer or person
4 acting on behalf of an employer who violated Plaintiff and the employees’ rights by violating
5 various sections of the California Labor Code as set forth above.

6 130. Pursuant to PAGA, and in particular California Labor Code §§ 2699(a), 2699.3, and
7 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
8 collection of civil penalties for Plaintiff and the employees, and the State of California against
9 Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 201.3,
10 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 227.3, 246, 510, 512,
11 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698 et seq., 2699(f) and (g), 2800 and 2802, and the
12 Wage Order.

13 131. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

14 **ELEVENTH TENTH CAUSE OF ACTION**
15 **Unfair Business Practices**
16 **(California Business and Professions Code §§ 17200 et seq. and Common Law)**
17 **(Plaintiff and the Class Members against Defendants)**

18 132. Plaintiff and the Class Members hereby incorporate each of the preceding
19 paragraphs of this Complaint as if fully alleged herein.

20 133. Plaintiff and the Class Members suffered direct injury as a result of the
21 Defendants’ conduct, as alleged in the preceding paragraphs, and bring this action under Code of
22 Civil Procedure § 382. The deprivation by Defendants of Plaintiff and the Class Members of
23 wages due and lawful meal and rest periods, and Defendants’ provision of inaccurate wage
24 statements, are unlawful business practices within the meaning of Business and Professions
25 Code § 17200, et seq. including, but not limited to, a violation of the Wage Order, regulations,
26 and statutes, and further, whether or not in violation of the aforementioned Wage Order,
27 regulation and statutes, amount to practices which are otherwise unfair.

28 134. Under Business and Professions Code § 17200, et seq., including, but not limited
to §§ 17201, 17203, and 17208, Plaintiff asserts standing on behalf of herself and on the behalf

1 of each of the members of the class alleged herein. Plaintiff and the Class Members seek, among
2 others, restitution of compensation due during the Class Period.

3 135. Throughout the Class Period, Defendants have committed violations of law, as
4 described herein, including, but not limited to:

5 a. Violation of Labor Code §§ 226.7, 512(a) and 1198 for Defendants'
6 failure to provide Plaintiff and the Class Members with meal and rest periods or compensation in
7 lieu thereof, as herein alleged;

8 b. Violation of Labor Code §§ 510 and 1198 for Defendants' failure to pay
9 overtime wages to Plaintiff and the Class Members as herein alleged;

10 c. Violation of Labor Code §§ 1194, 1197 and 1197.1 for Defendants' failure
11 to compensate Plaintiff and the Class Members for all hours worked with at least minimum
12 wages as herein alleged;

13 d. Violations of Labor Code § 226(a) for failure to provide accurate wage
14 statements to Plaintiff and the Class Members as herein alleged;

15 e. Violation of Labor Code §§ 201, 202, 203, 204, 216, 218, 221, 1194 and
16 1198 for Defendants' failure to provide Plaintiff and the Class Members agreed wages for all
17 hours they worked;

18 f. Violation of Labor Code §§ 201, 202 and 203 for failure to timely pay all
19 earned wages to Plaintiff and the Class Members upon discharge as herein alleged;

20 g. Violation of Labor Code §§ 201, 202 and 204 for failure to pay all earned
21 wages owed to Plaintiff and other aggrieved employees during employment as set forth more
22 fully below;

23 h. Violation of Labor Code §§ 2800 and 2802 for failure to reimburse
24 Plaintiff and the Class Members for all necessary expenditures as herein alleged; and

25 i. Violation of Labor Code § 1198 and the Wage Order for failure to keep
26 accurate records with respect to each employee.

27 136. These unlawful and unfair business practices defeat the public interest purposes of
28 the State's labor laws, as set forth in the sections of the California Labor Code, the California

1 Code of Regulation and the Wage Order referenced elsewhere in this complaint, all of which
2 promote compliance with labor laws and employment regulations by participants in Defendants'
3 industry.

4 137. Defendants' unfair and unlawful business practices thus have violated the sections
5 of the Labor Code, California Code of Regulation and the Wage Order referenced in this
6 complaint and have imposed harm on their employees and their competitors and will continue to
7 do so until abated. As a result of these unfair and unlawful business practices, Defendants have
8 retained monies belonging to Plaintiff and the Class Members and they have been unjustly
9 enriched at Plaintiff's and the Class Members' expense. Plaintiff and the Class Members are
10 entitled to restitution of the wages and monies withheld and retained by Defendants during the
11 Class Period and a preliminary and permanent injunction requiring Defendants to pay all wages
12 and sums due to Plaintiff and the Class Members, to provide mandatory rest and meal periods,
13 and to provide accurate and complete wage statements.

14 138. As a direct and proximate result of Defendants' conduct, Plaintiff and the Class
15 Members have suffered injury and loss of money.

16 139. This action will result in the enforcement of an important right affecting the
17 public interest. The conduct of Defendants as alleged herein has been and continues to be unfair,
18 unlawful and harmful to Plaintiff and the Class Members, and the general public. Accordingly,
19 under Code of Civil Procedure § 1021.5, Plaintiff and the Class Members are entitled to an
20 award of reasonable attorneys' fees according to proof.

21 140. WHEREFORE, Plaintiff and the Class Members request relief as hereinafter
22 prayed for.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, on behalf of herself and on behalf of the Class Members
25 prays as follows:

26 **CLASS CERTIFICATION**

- 27 1. That this action be certified as a class action and that the class identified herein be
28 certified;
2. That Plaintiff be appointed as the representative of all the Class Members;

1 3. That counsel for Plaintiff be appointed as class counsel.

2 **AS TO THE FIRST CAUSE OF ACTION**

3 4. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code §§ 226.7, 512, 1198 and the Wage Order by willfully failing to provide all meal
5 periods to Plaintiff and the Class Members;

6 5. That the Court grant an award to Plaintiff and the Class Members of one (1) hour
7 of pay at each employee's regular rate of compensation for each workday that a meal period was
8 not provided;

9 6. For all actual, consequential and incidental losses and damages, according to
10 proof;

11 7. For premiums pursuant to California Labor Code § 226.7(b);

12 8. For prejudgment interest on any unpaid wages for the date such amounts were
13 due;

14 9. For all civil penalties and reasonable attorneys' fees and costs of suit incurred
15 herein pursuant to California Labor Code §§ 210 and 211; and

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

17 **AS TO THE SECOND CAUSE OF ACTION**

18 11. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code §§ 226.7, 512, 1198 and the Wage Order by willfully failing to provide all rest
20 periods to Plaintiff and the Class Members;

21 12. That the Court grant an award to the Plaintiff and the Class Members of one (1)
22 hour of pay at each employee's regular rate of compensation for each workday that a rest period
23 was not provided;

24 13. For all actual, consequential and incidental losses and damages, according to
25 proof;

26 14. For premiums pursuant to California Labor Code § 226.7(b);

27 15. For prejudgment interest on any unpaid wages for the date such amounts were
28 due;

 16. For all civil penalties and reasonable attorneys' fees and costs of suit incurred

herein pursuant to California Labor Code §§ 210 and 211; and

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

AS TO THE THIRD AND FOURTH CAUSE OF ACTION

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510, 1194, 1197 and 1198, and the Wage Order by willfully failing to pay overtime wages to Plaintiff and the Class Members;

19. That the Court grant an award to Plaintiff and the Class Members for Defendants willfully failing to pay overtime wages due to Plaintiff and the Class Members;

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

21. For prejudgment interest on any unpaid wages for the date such amounts were due;

22. For all civil penalties and reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code §§ 218.5, 218.6, 558, 1194, and 1197; and

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

AS TO THE FIFTH CAUSE OF ACTION

24. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226 and the Wage Order as to Plaintiff and the Class Members and that Defendants willfully failed to provide accurate itemized wage statements to Plaintiff and the Class Members;

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

26. For statutory penalties pursuant to California Labor Code § 226(e);

27. For injunctive relief to ensure compliance with Labor Code § 226(a), pursuant to California Labor Code § 226(g);

28. For all civil penalties and reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 226.3; and

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

AS TO THE SIXTH CAUSES OF ACTION

30. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code §§ 201, 202, 216, 218, 221, 223, 1194, 1198 and the Wage Order by willfully failing
2 to pay agreed wages due to Plaintiff and the Class Members;

3 31. That the Court grant an award to Plaintiff and the Class Members for Defendants
4 willfully failing to pay agreed wages due to Plaintiff and the Class Members;

5 32. For all actual, consequential and incidental losses and damages, according to
6 proof;

7 33. For prejudgment interest on any unpaid wages for the date such amounts were
8 due;

9 34. For all civil penalties and reasonable attorneys' fees and costs of suit incurred
10 herein pursuant to California Labor Code §§ 210, 211, 216, 218.5, 218.6, and 1194; and

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

12 **AS TO THE SEVENTH AND EIGHTH CAUSES OF ACTION**

13 36. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code §§ 201, 202, 203, and 204(b) by willfully failing to pay all compensation owed at
15 the time of Plaintiff and the Class Members termination of employment and willfully failing to
16 timely pay all compensation owed;

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

19 38. For statutory wage penalties in favor of Plaintiff and the Class Members that have
20 left Defendants' employment, pursuant to California Labor Code §§ 203, 204, and 210;

21 39. For prejudgment interest on any unpaid wages for the date such amounts were
22 due;

23 40. For all civil penalties and reasonable attorneys' fees and costs of suit incurred
24 herein pursuant to California Labor Code §§ 203, 210, 211, 218.5, 218.6, and 1194; and

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

26 **AS TO THE NINTH CAUSE OF ACTION**

27 42. That the Court declare, adjudge and decree that Defendants violated Labor Code §
28 2802 and the Wage Order by willfully failing to pay for all necessary expenditures or losses
incurred by Plaintiff and the Class Members in direct consequence of the discharge of their

1 duties;

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

4 44. For premiums pursuant to Labor Code § 2802 and the Wage Order;

5 45. For prejudgment interest on any unpaid reimbursements for the date such amounts
6 were due;

7 46. For all civil penalties and reasonable attorneys' fees and costs of suit incurred
8 herein pursuant to California Labor Code §§ 210, 216, 218.5, 218.6, 2699(f) and (g) and 2802;
9 and

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

11 **AS TO THE TENTH CAUSE OF ACTION**

12 48. That the Court declare, adjudge and decree that Defendants violated the California
13 Labor Code Private Attorneys General Act of 2004 and Labor Code § 2698 et seq., as a
14 consequence of their failure to provide meal and rest periods, failure to pay agreed wages and
15 compensation for work, failure to pay overtime wages, failure to pay at least minimum wage,
16 failure to provide accurate wage statements, failure to reimburse work-related expenses, failure
17 to pay all wages earned, failure to pay wages when due, all of which violate the Labor Code and
18 give rise to statutory penalties as a result of such conduct, including but not limited to, penalties
19 as provided by Labor Code §§ 203, 204, 210, 1197.1, and 2699(f) and (g), and the Wage Order.

20 49. That the Court grant an award to Plaintiff and the employees, of civil penalties as
21 prescribed by the Labor Code Private Attorneys General Act of 2004, including but not limited
22 to, statutory penalties for Plaintiff and the employees of Defendants against whom one or more
23 violations of the Labor Code was committed;

24 50. For statutory penalties pursuant to California Labor Code § 2699(f);

25 51. For all civil penalties and reasonable attorneys' fees and costs of suit incurred
26 herein pursuant to California Labor Code § 2699(g); and

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

28 **AS TO THE ELEVENTH CAUSE OF ACTION**

53. That the Court declare, adjudge and decree that Defendants violated Business and

1 Professions Code § 17200 et seq., by failing to provide all meal and rest periods to Plaintiff and
2 the Class Members, failing to pay for all missed meal and rest periods to Plaintiff and the Class
3 Members, failing to pay overtime premiums, failing to pay at least minimum wage; failing to
4 provide accurate and complete wage statements, failing to pay agreed wages, and failing to
5 timely provide Plaintiff and the Class Members all compensation due to them during their
6 employment and after the termination of their employment.

7 54. For restitution of unpaid wages and penalties to Plaintiff and the Class Members,
8 and for prejudgment interest from the day such amounts were due and payable;

9 55. For the appointment of a Receiver to receive, manage and distribute any and all
10 funds disgorged from Defendants and determined to have been wrongfully acquired by
11 Defendants as a result of violation of Business and Professions Code § 17200 et seq.;

12 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code
13 of Civil Procedure § 1021.5;

14 57. For injunctive relief to ensure compliance with this section, pursuant to Business
15 and Professions Code § 17200 et seq.; and

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

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff and the Class Members hereby demand trial of their claims by jury to the extent
19 authorized by the laws of the State of California and the United State of America.

20 Dated: June 19, 2020

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

21
22 By: /s/ B. James Fitzpatrick

23 B. James Fitzpatrick
24 Larry W. Lee
25 Attorneys for Plaintiffs,
26 VALARIE MURRAY on behalf of
27 herself and all other similarly situated
28 employees