

B. James Fitzpatrick, Esq. (SBN: 129056)
Charles Swanston, Esq. (SBN: 181882)
Laura L. Franklin, Esq. (SBN: 282642)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF NEVADA

NOV 10 2020

JASON B. GALKIN
EXECUTIVE OFFICER & CLERK
By: B. JACOBSON, Deputy Clerk

Larry W. Lee (SBN: 228175)
Kristen Agnew (SBN: 247656)
Nick Rosenthal (SBN: 268297)
Mai Tulyathan (SBN: 316704)
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

Attorneys for Plaintiff,
VALARIE MURRAY on behalf of herself and all similarly situated employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF NEVADA

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

Plaintiff,

v.

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

Defendants.

Case No. CU20-084680

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

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

DEMAND FOR JURY

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

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

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

FILED BY FACSIMILE

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
5 employment 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
9 all 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 July 2019 through approximately
13 September 2019, pursuant to an unwritten contract, some of the terms of which were the
14 product of an oral agreement, with other terms implied from or incorporated from written
15 materials and policies maintained by Defendant and from the conduct of the parties. Plaintiff’s
16 at all times was an employee not exempted from the California Labor Code and/or the
17 applicable IWC Wage Order. Plaintiff is and at all relevant times was an individual as defined
18 in Business and 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
23 California, has purposefully availed itself of the privileges and benefits of doing business in
24 the County of Nevada, State of California, and thus is subject to jurisdiction in the County of
25 Nevada, in the 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
28 laws of the State of California. Plaintiff is informed and believes and thereon alleges that

1 Defendant CRRC is authorized to and does conduct business in numerous counties throughout
2 the State of California, has purposefully availed itself of the privileges and benefits of doing
3 business in the County of Nevada, State of California, and thus is subject to jurisdiction in the
4 County of 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,
7 and therefore sues these Defendants by such fictitious names. Plaintiff and the Class Members
8 are informed and believe, and thereon allege, that each of these fictitiously named Defendants
9 are responsible in some manner for the occurrences herein alleged, and that Plaintiff's and the
10 Class Members' damages as herein alleged were proximately caused by DOES 1 through 50.
11 Plaintiff and the Class Members will amend this Complaint to allege the true names and
12 capacities of said DOE Defendants when such information is ascertained. Each reference to
13 "Defendants," and each reference to any particular Defendant herein, shall be construed to
14 refer to all Defendants, including, but not limited to, all of those fictitiously named herein as a
15 "DOE" Defendant, and each of them.

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

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

4 9. Defendants GWC, CRRC, and DOES 1 through 50 (collectively referred to
5 herein as “Defendants”) are, and at all times herein were, “persons” as defined in California
6 Business 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
9 the Plaintiff and the Class Members, and directly or indirectly or through an agent or other
10 person 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
20 notations of fair play and substantial justice. Accordingly, this Court has jurisdiction over the
21 parties and 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
25 to 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,
27 and at all times herein Defendants maintained their principal place of business in the County
28 of Nevada, State of California.

1 **ADMINISTRATIVE PROCEEDINGS**

2 13. Pursuant to California Labor Code § 2699.3, Plaintiff gave written notice on
3 April 3, 2020, by electronic filing with the Labor and Workforce Development Agency, and
4 by certified mail to Defendants Granite Wellness Centers and Community Recovery Resource
5 Center of factual and legal basis for the labor law violations alleged in this Complaint. Prior to
6 filing this Complaint, Plaintiff allowed 65 days to lapse for the Labor and Workforce
7 Development Agency to investigate such violations.

8 14. Pursuant to California Labor Code § 2699.3, Plaintiff seeks all applicable
9 penalties for violations which the Labor and Workforce Development Agency has failed or
10 elected not to investigate and/or failed or elected not to issue a citation. Plaintiff has
11 exhausted all administrative remedies required by the Labor and Workforce Development
12 Agency as a prerequisite to filing this action.

13 **RETALIATION AND WRONGFUL TERMINATION ALLEGATIONS**

14 15. Plaintiff was employed by Defendants as a Licensed Vocational Nurse at t
15 Defendants' rehabilitation clinic located in Grass Valley, California (the "Clinic"). Plaintiff
16 worked in the Residential Side of the Clinic beginning in or around July 2019 until her sudden
17 termination on or about September 13, 2019.

18 16. During her short period of employment at the Clinic, Plaintiff witnessed
19 numerous errors and indiscretions by Clinic staff, particularly involving the management and
20 documentation of controlled medications. Such incidents include, but are not limited to: (1)
21 failure by the medical/psychiatric team to record their session notes and administration of
22 medications to residents in the Medication Administration Record ("MAR" or "MARs"); (2)
23 failure to return or dispose of patient medication once the patient completed the rehabilitation
24 program, instead keeping the surplus medication in desk drawers for future use; (3) dispensing
25 Suboxone to patients who voluntarily left the rehabilitation program, enabling the recipient
26 patients to sell the Suboxone at a high street value and then return to the rehabilitation
27 program.

28 17. Plaintiff further witnessed Clinic staff administering medication to residents

1 using bare hands, dropping medication on the floor, and counting medication on a dirty desk.
2 When Plaintiff attempted to correct a staff member engaging in such practices, Plaintiff was
3 advised that “this is how [they] do things” at the Clinic.

4 18. On one occasion, Plaintiff was asked to retrieve anti-nausea medication for a
5 staff member from the “To Be Destroyed” drawer of a patient who was no longer at the Clinic.
6 Plaintiff refused to do so, explaining that she believed such an action to be unlawful.

7 19. Approximately two weeks into her employment, Plaintiff discovered a four-
8 drawer file cabinet located in the nurse’s office that was filled with four drawers worth of old
9 residential medications, both prescribed and over the counter, with dates on the medications
10 extending back to early 2018. Among this cabinet full of medications were various controlled
11 medications, including Norco, Valium, Temazepam, Suboxone, and others. In accordance
12 with her legal and ethical responsibilities as an LVN, as she understands them, Plaintiff
13 destroyed the unused medication and documented the destruction. Plaintiff is informed and
14 believes, and thereon alleges, that Clinic management was upset with Plaintiff for destroying
15 and documenting this unlawful medication surplus.

16 20. During her employment with Defendants, Plaintiff made medication error
17 reports of staff and patients who would sign themselves out extra medication at unassigned
18 times. Plaintiff was thereafter advised by her manager, Christine Findley, that it did not matter
19 if Clinic staff or patients took medications at different times or failed to sign the medications
20 out, because the Clinic is a residential facility that is not regulated by the state. Likewise,
21 when Plaintiff made medication error reports arising from other errors or indiscretions by
22 Clinic staff, Plaintiff was instructed by Ms. Findley and another manager that she “didn’t need
23 to pay so much attention to the MARs.”

24 21. On or about September 13, 2019, approximately three hours into her workday,
25 Plaintiff was called into Christine Findley’s office where Ms. Findley was waiting with an
26 unknown male individual she introduced as the Clinic’s “IT guy.” Ms. Findley handed
27 Plaintiff what she represented to be Plaintiff’s final paycheck and asked Plaintiff how many
28 boxes she needed to “get [her] stuff out of here.” When Plaintiff asked why her employment

1 had been terminated, Ms. Findley stated that she was not required to give Plaintiff a reason,
2 adding, “Let’s just say that you weren’t a good fit.” Plaintiff was then escorted by the “IT
3 guy” to collect her belongings and was followed by this same individual until Plaintiff was
4 completely off the premises.

5 **GENERAL ALLEGATIONS**

6 22. Defendants now, and at all times during the Class Period did, own, operate and
7 control a business or establishment that employ persons within the meaning of IWC Wage
8 Order No. 4-2001 and California Code of Regulations, title 8, section 11040.

9 23. Defendants now, and at all times during the Class Period did, recruit, solicit,
10 hire, employ and furnish employment, and qualify as an employer pursuant to IWC Wage No.
11 4-2001 and title 8 of the California Code of Regulations, section 11040 (hereinafter
12 collectively referred to as “the Wage Order”), which applies to occupations in the professional,
13 technical, clerical, mechanical and similar occupations industry.

14 24. At all times relevant herein, Plaintiff and the Class Members were employees of
15 Defendants under the California Labor Code and were protected by to the provisions of the
16 Wage Order.

17 25. At all times relevant herein, Plaintiff and the Class Members worked for Defendants
18 without the provision of being compensated for all hours worked, without being paid overtime
19 premium wages for all overtime hours worked, without being paid all wages on time, working
20 without meal or rest breaks as required by law, without being compensated for missed meal and
21 rest breaks, without being paid the full payment of wages owed at the end of their employment,
22 and without having been provided with complete and accurate wage statements as required by law.

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

27 27. At all times relevant herein, Defendants maintained and enforced a uniform
28 policy of requiring Plaintiff and the Class Members to receive and respond to after-hours

1 work-related text messages without the payment of wages for time involved in such activities.

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

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

18 30. At all times relevant herein, Defendants maintained and enforced a uniform
19 policy by which they regularly and consistently required Plaintiff and the Class Members to
20 work more than eight (8) hours in a single workday and more than forty (40) hours in a single
21 workweek without paying them premium overtime wages for such overtime hours worked. As
22 a result of this policy, Plaintiff and the Class Members worked unpaid hours in excess of eight
23 (8) in a day and forty (40) in a week. Consequently, Defendants failed to pay Plaintiff and the
24 Class Members overtime premium wages of one and one-half times the employee's regular
25 rate of pay for all hours worked over eight (8) hours in a single workday and/or more than
26 forty (40) hours in a single workweek, as required by California Labor Code §§ 510 and 1194
27 and the Wage Order.

28 31. At all times relevant herein, Defendants maintained and enforced a uniform

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

15 32. At all times relevant herein, Defendants maintained and enforced a uniform
16 policy by which they regularly and consistently violated California Labor Code §§ 201,
17 202, 204, 216, 218, 221, 223, 1194, 1198 and the Wage Order by unlawfully refusing to pay
18 wages to Plaintiff and the Class Members.

19 33. At all times relevant herein, Defendants maintained and enforced a uniform
20 policy by which they required Plaintiff and the Class Members to use their cell phones to make
21 and receive work-related calls and to send and receive text messages. Defendants maintained
22 and enforced a uniform policy which they regularly and consistently violated California Labor
23 Code § 2802 and the Wage Order by failing to reimburse Plaintiff and the Class Members for
24 such work-related expenses.

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

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

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

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

CLASS ACTION ALLEGATIONS

38. Plaintiff brings this action on behalf of herself, the general public, and all other similarly situated persons as a class action pursuant to Code of Civil Procedure § 382. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law. Plaintiff seeks to represent a class composed of and defined as follows: All current and former non-exempt employees of Defendants who worked for Defendants in California within four (4) years before the commencement of this action through the date of the order granting class certification (collectively, “Class Members”). Plaintiff further seeks to represent the following subclasses:

A. Orientation Unpaid Wages Subclass:

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

9 B. Unpaid Overtime Wages Subclass:

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

16 C. Meal Period Subclass:

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

23 D. Rest Period Subclass:

24 All current and former non-exempt employees of
25 Defendants who worked for Defendants in California and
26 who were paid an hourly wage and who did not receive a
27 compliant rest period at any time within four (4) years
28 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 non-exempt 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 non-exempt 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.

39. 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 40. 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
3 herein are common and of general interest to Plaintiff and the Class Members, the parties are
4 numerous, and it would be impracticable to bring the claims alleged herein before the court as
5 individual claims or through some other than a class action.

6 **A. Numerosity**

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

15 **B. Commonality and Predominance**

16 42. 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
20 the Wage Order by failing to provide a 30 minute duty-free meal period within the first five hours
21 of each workday to Plaintiff and the Class Members on days they worked in excess of five hours,
22 and failing to compensate Plaintiff and the Class Members one hour of wages at their regular rate of
23 pay for each 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
26 every four hour work period or major fraction thereof, by either not paying wages to Plaintiff and
27 the Class Members or reducing their wages for time spent during any rest period that was provided,
28 and by failing to compensate Plaintiff and the Class Members one hour of wages for such missed

1 and/or 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
4 for 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
13 wages for all work performed by them;

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

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

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

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

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

1 m. Whether Defendants' conduct as alleged throughout this complaint was
2 willful or reckless;

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

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

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

17 **C. Typicality**

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

24 **D. Adequacy of Representation**

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

1 of this action for the substantial benefit of each Class Members. Counsel who represents Plaintiff is
2 competent and experienced in litigating class actions, versed in the rules governing class action
3 discovery certification, settlement and trial, and will vigorously and competently pursue the claims
4 of Plaintiff and the Class Members.

5 **E. Superiority**

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

11 **F. Public Policy Consideration**

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

20 **FIRST CAUSE OF ACTION**

21 **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)**

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

24 48. California Labor Code § 226.7 provides that no employer shall require an
25 employee to work during any meal period mandated by an applicable order of the Industrial
26 Welfare Commission. Labor Code § 226.7 further provides that if an employer fails to
27 provide an employee a meal period or rest period in accordance with an applicable order of the
28 Industrial Welfare Commission, the employer shall pay the employee one additional hour of

1 pay at the employee's regular rate of compensation for each workday that the meal or rest
2 period is not provided.

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

9 50. Throughout the Class Period, Defendants and/or their authorized supervisors
10 repeatedly failed to comply with the meal period requirements of the Labor Code and the
11 Wage Order by failing to provide Plaintiff and the Class Members with a thirty (30) minute
12 uninterrupted duty-free meal period within five (5) hours of the beginning of their shift, in
13 violation of Labor Code §§ 512, 226.7, and the Wage Order. Defendants also failed to
14 compensate Plaintiff and the Class Members one (1) hour of wages for any of the missed meal
15 periods not provided by Defendants, as alleged above, which failure also violated Labor Code
16 §§512 and 226.7 and the Wage Order.

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

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

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

28 54. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed

1 for.

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

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

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

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

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

27 59. Throughout the Class Period, Defendants failed to pay Plaintiff and the Class
28 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.

60. 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
3 (4) hours or major fraction thereof without receiving mandated rest periods. Defendants
4 therefore at all times willfully violated the provisions of Labor Code § 226.7 and the Wage
5 Order.

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

11 62. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
12 for.

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

16 63. 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 64. 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
workweek, and/or on the seventh consecutive day in a workweek.

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

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

1 67. 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
4 overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
5 suit.”

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

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

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

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

27 72. In committing the violations of the California Labor Code as alleged herein,
28 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.

73. 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 premium overtime wages for overtime hours.

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

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

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

77. Plaintiff and the Class Members request recovery of all unpaid wages, including overtime premium wages, in an amount according to proof, interest on such amounts, statutory costs, and the assessment of any and all statutory penalties against Defendants, all in the sums as provided by the California Labor Code and/or other applicable statutes. In addition, to the

1 extent that overtime compensation is owed Plaintiff and the Class Members whose
2 employment has been terminated, Defendants' conduct violates Labor Code §§ 201 and/or
3 202, entitling Plaintiff and the Class Members to waiting time penalties under Labor Code §
4 203, which penalties are sought herein on behalf of Plaintiff and the Class Members.

5 78. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
6 for.

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

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

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

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

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

27 83. Throughout the Class Period, Defendants maintained and enforced a uniform
28 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

1 work.

2 84. In committing the violations of the California Labor Code as alleged herein,
3 Defendants engaged in an illegal attempt to avoid the payment of all earned wages and other
4 benefits in violation of the California Labor Code, the Industrial Welfare Commission
5 requirements and other applicable laws and regulations.

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

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

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

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

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

24 **FIFTH CAUSE OF ACTION**
25 **Failure to Comply with Itemized Employee Wage Statement Requirements**
26 **(California Labor Code §§ 226, 1174 and 1175; and The Wage Order)**
27 **(Plaintiff and the Class Members against Defendants)**

28 90. 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.

91. Labor Code § 226(a) and the Wage Order require Defendants to itemize in wage

1 statements all deductions from payment of wages, to accurately report total hours worked, to
2 report the rate of pay for hours worked, and keep the records on file at the place of
3 employment or at a central location within the State of California. Defendants have
4 knowingly and intentionally failed to comply with Labor Code § 226(a) and the Wage Order
5 with respect to wage statements they have provided to Plaintiff and the Class Members.

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

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

27 94. Throughout the Class Period, Defendants have regularly and consistently,
28 intentionally and willfully, failed to provide Plaintiff and the Class Members with complete

1 and accurate wage statements.

2 95. The Wage Order provides that an employer must keep accurate information with
3 regard to each employee, which shall include time records showing when the employee begins
4 and ends each work period, split shift intervals, total daily hours worked and total hours
5 worked in the pay period and the applicable rates of pay.

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

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

1 investigations and perform mathematical computations in an attempt to reconstruct their time
2 records; the inability to reconstruct their time records; the inability to discern the amount of
3 wages they were paid and/or the applicable wage rate; the inability to determine the number of
4 hours, including but not limited to, overtime hours they worked; the inability to determine the
5 number of rest periods and meal periods they were forced to forego; the inability to determine
6 whether they were compensated for all meal and rest periods of which they had been deprived;
7 the inability to determine whether they were paid all wages due for work they performed; the
8 inability to determine the amount of wages owing and unpaid; having been, and continuing to
9 be, forced to hire attorneys and initiate a lawsuit in order to ascertain the aforementioned
10 information.

11 98. Plaintiff and the Class Members are further entitled to recover from Defendants
12 the greater of their actual damages caused by Defendants' failure to comply with Labor Code
13 § 226(a), or an aggregate penalty not exceeding \$4,000.00.

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

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

22 101. Moreover, an employee is entitled under the Labor Code § 226(g) to injunctive
23 relief to ensure compliance with Labor Code § 226 and is entitled to an award of costs and
24 reasonable attorneys' fees.

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

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

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

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

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

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

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

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

28 109. Pursuant to Labor Code § 216, Defendants are guilty of a misdemeanor for

1 willfully refusing “to pay wages due and payable after demand has been made.”

2 110. Defendants continually failed and refused to pay to Plaintiff and the Class
3 Members all wages earned, despite demands being made.

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

9 112. As a direct and proximate result of Defendants’ willful refusal to pay all wages
10 due to Plaintiff and the Class Members, Defendants are liable for wages owing and unpaid,
11 with interest thereon, and for penalties under Labor Code § 225.5.

12 113. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
13 for.

14 ///

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

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

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

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

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

1 118. Defendants willfully failed to pay Plaintiff and the Class Members all their wages
2 due, as alleged hereinabove and hereinafter, upon the termination of their employment within the
3 times prescribed by Labor Code §§201 and 202 and are therefore subject to a waiting time
4 penalty. Plaintiff and the Class Members are entitled to recover from Defendants the statutory
5 penalty for each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day
6 maximum pursuant to California Labor Code § 203.

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

8 **EIGHTH CAUSE OF ACTION**
9 **Failure to Pay Wages Timely**
10 **(California Labor Code § 204)**
11 **(Plaintiff and the Class Members against Defendants)**

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

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

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

24 123. Defendants’ violations of California Labor Code §204 were at all times repeated,
25 willful and intentional.

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

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

NINTH CAUSE OF ACTION
Failure to Reimburse Work Related Expenses
(California Labor Code § 2802; and the Wage Order)

1 **(Plaintiff and the Class Members against all Defendants)**

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

4 127. Pursuant to Labor Code § 2802 an employer shall indemnify his or her employee
5 for all necessary expenditures or losses incurred by the employee in direct consequence of the
6 employee's discharge of his or her duties.

7 128. At all times herein, Defendants regularly and consistently violated Labor Code §
8 2802 by failing to reimburse Plaintiff and the Class Members for expenses incurred in the
9 performance of their duties including, but not limited to, use of their personal cell phones
10 necessary for Plaintiff and the Class Members to perform their job duties.

11 129. Plaintiff and the Class Members were required to retain attorneys to bring this
12 action and are entitled to an award of reasonable attorneys' fees pursuant to Labor Code §
13 2802(c).

14 130. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
15 for.

16 **TENTH CAUSE OF ACTION**
17 **California Labor Code Private Attorneys General Act of 2004**
18 **(California Labor Code § 2698)**
19 **(Plaintiff against Defendants GWC and CRRC)**

20 131. Plaintiff alleges and incorporates by reference all of the allegations contained in the
21 preceding paragraphs as though fully set forth herein.

22 132. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover civil
23 penalties for the violation(s) of the Labor Code Sections enumerated in Labor Code Section
24 2699.5.

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

28 134. Defendants' conduct, as alleged herein, violates numerous sections of the
California Labor Code, including, but not limited to, Labor Code §§ 201, 201.3, 202, 203, 204,
207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 227.3, 246, 510, 512, 558, 1174,

1 1194, 1197, 1197.1, 1198, 1199, 2698 et seq., 2699(f) and (g), 2800 and 2802, and the Wage
2 Order.

3 135. California Labor Code Section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable wage order. California Labor Code
5 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be
6 the . . . standard conditions of labor for employees. The employment of any employee . . . under
7 conditions of labor prohibited by the order is unlawful.”

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

11 137. Pursuant to PAGA, and in particular California Labor Code §§ 2699(a), 2699.3,
12 and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment
13 and collection of civil penalties for Plaintiff and the employees, and the State of California against
14 Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 201.3,
15 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 227.3, 246, 510,
16 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698 et seq., 2699(f) and (g), 2800 and 2802,
17 and the Wage Order.

18 138. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

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

21 139. Plaintiff and the Class Members hereby incorporate each of the preceding
22 paragraphs of this Complaint as if fully alleged herein.

23 140. Plaintiff and the Class Members suffered direct injury as a result of the
24 Defendants’ conduct, as alleged in the preceding paragraphs, and bring this action under Code
25 of Civil Procedure § 382. The deprivation by Defendants of Plaintiff and the Class Members
26 of wages due and lawful meal and rest periods, and Defendants’ provision of inaccurate wage
27 statements, are unlawful business practices within the meaning of Business and Professionals
28 Code § 17200, et seq. including, but not limited to, a violation of the Wage Order, regulations,

1 and statutes, and further, whether or not in violation of the aforementioned Wage Order,
2 regulation and statutes, amount to practices which are otherwise unfair.

3 141. Under Business and Professions Code § 17200, et seq., including, but not limited
4 to §§ 17201, 17203, and 17208, Plaintiff asserts standing on behalf of herself and on the behalf
5 of each of the members of the class alleged herein. Plaintiff and the Class Members seek,
6 among others, restitution of compensation due during the Class Period.

7 142. Throughout the Class Period, Defendants have committed violations of law, as
8 described herein, including, but not limited to:

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

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

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

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

19 e. Violation of Labor Code §§ 201, 202, 203, 204, 216, 218, 221, 1194 and
20 1198 for Defendants' failure to provide Plaintiff and the Class Members agreed wages for all
21 hours they worked;

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

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

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

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

3 143. These unlawful and unfair business practices defeat the public interest purposes
4 of the State's labor laws, as set forth in the sections of the California Labor Code, the
5 California Code of Regulation and the Wage Order referenced elsewhere in this complaint, all
6 of which promote compliance with labor laws and employment regulations by participants in
7 Defendants' industry.

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

18 145. As a direct and proximate result of Defendants' conduct, Plaintiff and the Class
19 Members have suffered injury and loss of money.

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

25 147. WHEREFORE, Plaintiff and the Class Members request relief as hereinafter
26 prayed for.

27 **TWELFTH CAUSE OF ACTION**
28 **Retaliation in Violation of California Labor Code § 1102.5**
 (Plaintiff against Defendants)

1 148. Plaintiff and the Class Members hereby incorporate each of the preceding
2 paragraphs of this Complaint as if fully alleged herein.

3 149. Labor Code § 1102.5(c) states: “An employer, or any person acting on behalf of
4 the employer, shall not retaliate against an employee for refusing to participate in an activity
5 that would result in a violation of state or federal statute, or a violation of or noncompliance
6 with a local, state, or federal rule or regulation.”

7 150. Plaintiff is informed and believes and thereon alleges that Defendants caused her
8 employment to be terminated in retaliation for Plaintiff expressing her opposition to, and
9 refusing to participate in, workplace activities by Clinic staff and management that Plaintiff
10 reasonably believed would result in one or more violations of state or federal statute, or a
11 violation of or noncompliance with a local, state, or federal rule or regulation.

12 151. As a direct and proximate result of Defendants’ conduct, Plaintiff has suffered
13 economic damages in an amount to be proven at trial. Such damages include, but are not
14 limited to, lost past wages, lost future wages, and certain other incidental and consequential
15 expenses and losses.

16 152. As a further direct and proximate result of Defendants’ conduct, Plaintiff has
17 suffered general, special and non-economic damages, including but not limited to, severe
18 emotional distress, humiliation and anxiety, in an amount to be proven at trial.

19 153. As a further direct and proximate result of Defendants’ conduct, it has become
20 necessary for Plaintiff to expend sums to hire an attorney to enforce rights, which are subject
21 of this cause of action, in an amount to be proven at trial.

22 154. In engaging in the above conduct, Defendants were guilty of malice, oppression
23 and fraud towards Plaintiff, thereby entitling Plaintiff to an award of punitive damages in an
24 amount to be proven at trial.

25 155. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

26 **THIRTEENTH CAUSE OF ACTION**
27 **Wrongful Discharge In Violation of Public Policy**
28 **(Plaintiff against Defendants)**

156. Plaintiff and the Class Members hereby incorporate each of the preceding

1 paragraphs of this Complaint as if fully alleged herein.

2 157. Plaintiff's employment was caused to be terminated by Defendants in retaliation
3 for Plaintiff expressing her opposition to, and refusing to participate in, workplace acts by
4 Clinic staff and management that Plaintiff reasonably believed would result in one or more
5 violations of state or federal statute, or a violation of or noncompliance with a local, state, or
6 federal rule or regulation. Such conduct by Plaintiff is protected by well-established public
7 policies that are fundamental, beneficial for the public, and embodied in California law,
8 including, but not limited to, Labor Code § 1102.5.

9 158. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
10 economic damages in an amount to be proven at trial. Such damages include, but are not
11 limited to, lost past wages, lost future wages, and certain other incidental and consequential
12 expenses and losses.

13 159. As a further direct and proximate result of Defendants' conduct, Plaintiff has
14 suffered general, special and non-economic damages, including but not limited to, severe
15 emotional distress, humiliation and anxiety, in an amount to be proven at trial.

16 160. As a further direct and proximate result of Defendants' conduct, it has become
17 necessary for Plaintiff to expend sums to hire an attorney to enforce rights, which are subject
18 of this cause of action, in an amount to be proven at trial.

19 161. In engaging in the above conduct, Defendants were guilty of malice, oppression
20 and fraud towards Plaintiff, thereby entitling Plaintiff to an award of punitive damages in an
21 amount to be proven at trial.

22 162. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

23 **FOURTEENTH CAUSE OF ACTION**
24 **Intentional Infliction of Emotional Distress**
(Plaintiff against Defendants)

25 163. Plaintiff and the Class Members hereby incorporate each of the preceding
26 paragraphs of this Complaint as if fully alleged herein.

27 164. Plaintiff's employment was caused to be terminated by Defendants in retaliation
28 for Plaintiff expressing her opposition to, and refusing to participate in, workplace acts by

1 Clinic staff and management that Plaintiff reasonably believed would result in one or more
2 violations of state or federal statute, or a violation of or noncompliance with a local, state, or
3 federal rule or regulation. Such conduct by Plaintiff is protected by well-established public
4 policies that are fundamental, beneficial for the public, and embodied in California law,
5 including, but not limited to, Labor Code § 1102.5.

6 165. Plaintiff is informed and believes, and thereon alleges, that Defendants
7 intentionally carried out their retaliatory discharge of Plaintiff's employment in a manner that
8 caused Plaintiff to suffer humiliation, mental anguish, and emotional and physical distress.
9 Defendants' sudden termination of Plaintiff's employment was carried out in the middle of
10 Plaintiff's shift (she had been working that day for approximately three hours). After
11 Defendants refused to give Plaintiff any reason for her termination beyond, "Let's just say you
12 weren't a good fit," Plaintiff was asked how many boxes she needed to "get [her] stuff out of
13 here" and was then physically escorted by an unknown male to her workstation to collect her
14 belongings. Plaintiff was then escorted and/or followed until she was completely off the
15 premises.

16 166. As a direct and proximate result of Defendants' conduct, Plaintiff suffered
17 humiliation, mental anguish, and emotional and physical distress, including anxiety, all to
18 Plaintiff's damage.

19 167. The acts of Defendants alleged above were willful, wanton, malicious, and
20 oppressive, and justify the awarding of exemplary and punitive damages, in amount to be
21 proven at trial.

22 168. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

23 **PRAYER FOR RELIEF**

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

26 **CLASS CERTIFICATION**

27 1. That this action be certified as a class action and that the class identified herein
28 be certified;

1 2. That Plaintiff be appointed as the representative of all the Class Members;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 due;

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

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

5 **AS TO THE THIRD AND FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

18 **AS TO THE FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

2 **AS TO THE SIXTH CAUSES OF ACTION**

3 30. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code §§ 201, 202, 216, 218, 221, 223, 1194, 1198 and the Wage Order by willfully
5 failing to pay agreed wages due to Plaintiff and the Class Members;

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

8 32. For all actual, consequential and incidental losses and damages, according to
9 proof;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15

16
17
18
19
20
21
22
23
24

25
26
27
28

- 1 50. For statutory penalties pursuant to California Labor Code § 2699(f);
2 51. For all civil penalties and reasonable attorneys' fees and costs of suit incurred
3 herein pursuant to California Labor Code § 2699(g); and
4 52. For such other further relief as the Court may deem equitable and appropriate

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

6 53. That the Court declare, adjudge and decree that Defendants violated Business
7 and Professions Code § 17200 et seq., by failing to provide all meal and rest periods to
8 Plaintiff and the Class Members, failing to pay for all missed meal and rest periods to Plaintiff
9 and the Class Members, failing to pay overtime premiums, failing to pay at least minimum
10 wage; failing to provide accurate and complete wage statements, failing to pay agreed wages,
11 and failing to timely provide Plaintiff and the Class Members all compensation due to them
12 during their employment and after the termination of their employment.

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

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

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

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

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

23 **AS TO THE TWELFTH AND THIRTEENTH CAUSES OF ACTION**

24 59. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code § 1102 in violation of public policy.

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

28 61. For restitution of unpaid wages and penalties to Plaintiff and for prejudgment

1 interest from the day such amounts were due and payable;

2 62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code
3 of Civil Procedure § 1021.5; and

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

5 **AS TO THE FOURTEENTH CAUSE OF ACTION**

6 64. For general damages according to proof;

7 65. For exemplary and punitive damages;

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

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

10 **DEMAND FOR JURY TRIAL**

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

13 Dated: October 29, 2020

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

14
15 By: /s/ B. James Fitzpatrick
16 B. James Fitzpatrick
17 Larry W. Lee
18 Attorneys for Plaintiff,
19 VALARIE MURRAY on behalf of
20 herself and all other similarly situated
21 employees
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 I am employed in the County of Monterey, State of California. I am over the age of 18 and
3 not a party to the within action; my business address is FITZPATRICK & SWANSTON, 555 S.
4 Main Street, Salinas, California 93901.

5 On the date written below, I served the foregoing document(s), described as
6 **CLASS ACTION; PRIVATE ATTORNEYS GENERAL ACT OF 2004 ACTION; AND**
7 **INDIVIDUAL ACTION; FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES,**
8 **DAMAGES AND FOR INJUNCTIVE RELIEF**
9 on the interested parties in this action as indicated below and by the following means:

10 **Attorneys for Plaintiff**

11 Larry W. Lee (SBN: 228175)
12 Kristen Agnew (SBN: 247656)
13 Nick Rosenthal (SBN: 268297)
14 Mai Tulyathan (SBN: 316704)
15 DIVERSITY LAW GROUP, P.C.
16 515 South Figueroa Street, Suite 1250
17 Los Angeles, California 90071
18 Telephone: (213) 488-6555
19 Facsimile (213) 488-6554
20 lwlee@diversitylaw.com
21 kagnew@diversitylaw.com
22 nrosenthal@diversitylaw.com
23 ktulyathan@diversitylaw.com

Attorneys for Defendant

Arielle M. Rediger, Esq.
555 Capitol Mall, Suite 1240
Sacramento, California 95814
Telephone: (916) 442-0033
amr@rediger.law
amr@rediger.law
llr@rediger.law

24 xx

(BY ELECTRONIC SERVICE) Pursuant to CCP § 1010.6, Cal. Rules of Court, Rule 2.251 and Emergency Rule 12(b)(1), I caused the document(s) to be served at the e-mail address(es) listed above. I did not receive within a reasonable time after e-service, any electronic message or other indication that e-service was unsuccessful.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on November 9, 2020, at Salinas, California.

26 
27 Josie Favila
28