

AUG 04 2020

Sherri R. Carter, Executive Officer/Clerk

By Maisha Pryor, Deputy

Andranik Tsarukyan (SBN 258241)
Armen Zenjiryan (SBN 261073)
REMEDY LAW GROUP LLP
610 East Providencia Avenue, Unit B
Burbank, CA 91501
Tel: (818) 422-5941
Andy@remedylawgroup.com
Armen@remedylawgroup.com

Attorneys for Plaintiff, ISAMAR JUAREZ,
on behalf of herself and all others similarly situated

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

ISAMAR JUAREZ, an individual, on behalf of
herself and all others similarly situated,

PLAINTIFF,

v.

AMADA SENIOR CARE, INC., a California
corporation; AMADA OC, Inc., a California
corporation; and DOES 1 through 10, inclusive,

DEFENDANTS.

Case No.: 20STCV21198

[Assigned to Hon. Ann I. Jones, Dept. 11]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
RESTITUTION**

1. **FAILURE TO PROVIDE MEAL PERIODS;**
2. **FAILURE TO PROVIDE REST PERIODS;**
3. **FAILURE TO PAY OVERTIME WAGES;**
4. **FAILURE TO PAY MINIMUM WAGE;**
5. **FAILURE TO MAINTAIN REQUIRED RECORDS;**
6. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;**
7. **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION;**
8. **FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES INCURRED IN THE DISCHARGE OF DUTIES;**

BY FAX

08/07/2020

1) 9. VIOLATION OF BUSINESS AND
 2) PROFESSIONS CODE § 17200, et. seq.
 3) 10. ENFORCEMENT OF PAGA
 4) [DEMANDED FOR TRIAL BY JURY]
 5)

6 PLAINTIFF ISAMAR JUAREZ (“Plaintiff”), an individual, demanding a jury trial, on behalf of
 7 herself and all others similarly situated, hereby alleges as follows:

8 **JURISDICTION AND VENUE**

9 1. The Superior Court of the State of California has jurisdiction in this matter because
 10 Plaintiff is a resident of the State of California, and DEFENDANTS AMADA SENIOR CARE, INC.,
 11 AMADA OC, Inc., and DOES 1 through 100, inclusive (collectively “Defendants”), are qualified to do
 12 business in California and regularly conduct business in California.

13 2. Venue is proper in this judicial district, pursuant to California Code of Civil Procedure §
 14 395, because Defendants operate and do business in the County of Los Angeles, and Defendants are
 15 within the jurisdiction of this Court for service of process purposes. Defendants maintain offices and
 16 facilities and transact business in the County of Los Angeles, and Defendants’ illegal payroll policies
 17 and practices, which are the subject of this action, were applied, at least in part, to Plaintiff, and other
 18 persons similarly situated, in the County of Los Angeles. Further, no federal question is at issue because
 19 the claims are based solely on California law.

20 **PLAINTIFF**

21 3. Plaintiff is a female resident of the State of California, and a former employee of
 22 Defendants.

23 4. Plaintiff, on behalf of herself and other similarly situated current and former hourly
 24 caretakers, personal attendants, home care aides or other similar positions of Defendants in the State of
 25 California at any time during the four (4) years preceding the filing of this action, and continuing while
 26 this action is pending, brings this class action to recover, among other things, wages and penalties from
 27 unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally
 28 calculated overtime compensation, illegal meal and rest period policies, failure to maintain required

1 records, failure to provide accurate itemized wage statements, failure to pay employees for time spent
2 traveling, failure to indemnify employees for necessary expenditures and/or losses incurred in
3 discharging their duties, and interest, attorneys' fees, costs, and expenses.

4 5. Plaintiff brings this action on behalf of herself and the following similarly situated class
5 of individuals ("Class Members"): All persons Defendants employed in California as caretakers,
6 personal attendants, home care aides or other similar positions at any time within the period beginning
7 four (4) years prior to the filing of this action and ending at the time this action settles or proceeds to
8 final judgment (the "Class Period"). Plaintiff reserves the right to name additional class representatives.
9 At all times relevant, Plaintiff was an "employee" within the meaning of Title 8 of California Code of
10 Regulations § 11050 and an "aggrieved employee" within the meaning of Labor Code § 2699(c).

11 DEFENDANTS

12 6. Plaintiff is informed and believes, and thereon alleges, that Defendants and at all times
13 relevant hereto were, California corporations. Plaintiff is informed and believes, and thereon alleges,
14 that Defendants and at all times relevant hereto were, corporations organized and existing under the laws
15 of the State of California. Plaintiff is further informed and believes, and thereon alleges, that
16 Defendants are authorized to conduct business in the State of California and do conduct business in the
17 State of California. Specifically, upon information and belief, Defendants maintain offices and facilities
18 and conduct business in the County of Los Angeles, State of California.

19 7. The true names and capacities of DOES I through 100, inclusive, are unknown to
20 Plaintiff at this time, and Plaintiff therefore sues such DOE Defendants under fictitious names. Plaintiff
21 is informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some
22 manner highly responsible for the occurrences alleged herein, and that Plaintiff and Class Members'
23 injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE
24 Defendants. Plaintiff will seek leave of the court to amend this complaint to allege the true names and
25 capacities of such DOE Defendants when ascertained.

26 8. At all relevant times herein, Plaintiff and Class Members were employed by Defendants
27 under employment agreements that were partly written, partly oral, and partly implied. In perpetrating
28 the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in

1 furtherance of, their policies and practices of not paying Plaintiff and Class Members all wages earned
2 and due, through methods and schemes which include, but are not limited to, failing to pay overtime
3 premiums; failing to provide rest and meal periods; failing to properly maintain records; failing to
4 provide accurate itemized statements for each pay period; failing to properly compensate Plaintiff and
5 Class Members for necessary expenditures; and requiring, permitting or suffering the employees to work
6 off the clock, in violation of the California Labor Code and the applicable IWC Wage Order.

7 9. Plaintiff is informed and believes, and thereon alleges, that each and every one of the acts
8 and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as
9 agents and/or employees, and/or under the direction and control of, each of the other Defendants, and
10 that said acts and failures to act were within the course and scope of said agency, employment and/or
11 direction and control.

12 10. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff, and
13 Class Members have suffered, and continue to suffer, from loss of earnings in amounts as yet
14 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

15 **CLASS ACTION ALLEGATIONS**

16 11. This action is appropriately suited for a Class Action because:

17 A. The potential class is a significant number. Joinder of all current and former
18 employees individually would be impracticable.

19 B. This action involves common questions of law and fact to the potential class because
20 the action focuses on the Defendants' systematic course of illegal payroll practices and policies, which
21 were applied to all non-exempt employees caretakers, personal attendants, home care aides or other
22 similar positions in violation of the California Labor Code, IWC Wage Orders, and the California
23 Business and Professions Code which prohibits unfair business practices arising from such violations.

24 C. Plaintiff's claims are typical of the class because Defendants subjected all hourly
25 caretakers to identical violations of California Labor Code, the applicable IWC wage order, and the
26 California business and Professions Code.

27 D. Plaintiff is able to fairly and adequately protect the interests of all members of the
28

1 class because it is in his best interest to prosecute the claims alleged herein to obtain full compensation
2 due to the class for all services rendered and hours worked.

3 **CLASS ACTION**

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PROVIDE MEAL PERIODS**

6 **(By Plaintiff and the Class Against All Defendants)**

7 12. Plaintiff realleges and incorporates by reference all of the allegations contained in the
8 preceding paragraphs of this Complaint as though fully set forth herein.

9 13. During the Class Period, as part of Defendants' illegal payroll policies and practices to
10 deprive their caretakers all wages earned and due, Defendants required, permitted or otherwise suffered
11 Plaintiff and Class Members to take less than the 30-minute meal period, or to work through them, and
12 have failed to otherwise provide the required meal periods to Plaintiff and Class Members pursuant to
13 California Labor Code §§ 226.7 and 512, as well as applicable IWC Orders.

14 14. Defendants further violated California Labor Code § 226.7 and applicable IWC Wage
15 Order by failing to compensate Plaintiff and Class Members who were not provided with a meal period,
16 in accordance with the applicable IWC Wage Order, one additional hour of compensation at each
17 employee's regular rate of pay for each workday that a meal period was not provided. Defendants
18 further violated California Labor Code §§ 226.7, 510, 1194, 1197, and applicable IWC Wage Orders by
19 failing to compensate Plaintiff and Class Members for all hours worked during their meal periods.

20 15. As a proximate result of the aforementioned violations, Plaintiff and Class Members
21 Have been damaged in an amount according to proof at trial, and seek all wages earned and due,
22 interest, penalties, attorneys' fees, expenses, and costs of suit.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PROVIDE REST PERIODS**

25 **(By Plaintiff and the Class Against All Defendants)**

26 16. Plaintiff realleges and incorporates by reference all of the allegations contained in the
27 preceding paragraphs of this Complaint as though fully set forth herein.
28

1 17. At all times relevant herein, as part of Defendants' illegal payroll policies and practices to
2 deprive their caretakers all wages earned and due, Defendants failed to provide rest periods to Plaintiff
3 and Class Members as required under California Labor Code §§ 226.7 and 512, and applicable IWC
4 Wage Orders.

5 18. Defendants further violated California Labor Code§ 226.7 and applicable IWC Wage
6 Orders by failing to pay Plaintiff and Class Members who were not provided with a rest period, in
7 accordance with the applicable wage order, one additional hour of compensation at each employee's
8 regular rate of pay for each workday that a rest period was not provided.

9 19. As a proximate result of the aforementioned violations, Plaintiff and Class Members have
10 been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
11 penalties, attorneys' fees, expenses, and costs of suit.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME WAGES**

14 **(By Plaintiff and the Class Against All Defendants)**

15 20. Plaintiff realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs of this Complaint as though fully set forth herein.

17 21. Pursuant to California Labor Code §§ 510, 1194, and applicable IWC Wage Orders,
18 Defendants are required to compensate Plaintiff and Class Members for all overtime, which is calculated
19 at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours
20 per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
21 workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for
22 all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

23 22. Plaintiff and Class Members are current and former caretakers entitled to the protections
24 of California Labor Code §§ 510, 1194, and applicable IWC Wage Orders. During the Class Period,
25 Defendants failed to compensate Plaintiff and Class Members for all overtime hours worked as required
26 under the foregoing provisions of the California Labor Code and IWC Wage Orders by, among other
27 things: failing to pay overtime at one and one half (1½) or double the regular rate of pay as provided by
28 California Labor Code §§ 510, 1194, and applicable IWC Wage Orders; requiring, permitting or

1 suffering Plaintiff and Class Members to work off the clock; requiring, permitting or suffering Plaintiff
2 and Class Members to work through meal and rest breaks; illegally and inaccurately recording time in
3 which Plaintiff and Class Members worked; failing to properly maintain Plaintiff's and Class Members'
4 records; failing to provide accurate itemized wage statements to Plaintiff for each pay period; and other
5 methods to be discovered.

6 23. In violation of California law, Defendants have knowingly and willfully refused to
7 perform their obligations to compensate Plaintiff and Class Members for all wages earned and all hours
8 worked. As a proximate result, Plaintiff and Class Members have suffered, and continue to suffer,
9 substantial losses related to the use and enjoyment of such wage, lost interest on such wage, and
10 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
11 state law, all to their respective damages in amounts according to proof at the time of trial, and within
12 the jurisdiction of the Court.

13 24. Defendants' conduct described herein violates California Labor Code §§ 510, 1194, 1998
14 and applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558,
15 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders,
16 Plaintiff and Class Members are entitled to recover the unpaid balance of wages owed to them by
17 Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGES**

20 **(By Plaintiff and the Class Against All Defendants)**

21 25. Plaintiff realleges and incorporates by reference all of the allegations contained in the
22 preceding paragraphs of this Complaint as though fully set forth herein.

23 26. Pursuant to California Labor Code §§ 1194, 1197, and applicable IWC Wage Orders,
24 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
25 period is unlawful.

26 27. During the Class Period, Defendants failed to pay Plaintiff and Class Members minimum
27 wages for all hours worked by, among other things: requiring, permitting or suffering Plaintiff and Class
28 Members to work off the clock; requiring, permitting or suffering Plaintiff and Class Members to work

1 through meal and rest breaks; illegally and inaccurately recording time in which Plaintiff and Class
2 Members worked; failing to properly maintain Plaintiff's and Class Members' records; failing to provide
3 accurate itemized wage statements to Plaintiff for each pay period; and other methods to be discovered.

4 28. Defendants' conduct described herein violates California Labor Code §§ 1194, 1197, and
5 applicable IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff and
6 Class Members have been damaged in an amount according to proof at trial. Therefore, pursuant to
7 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the
8 California Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover the
9 unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses,
10 and costs of suit.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO MAINTAIN REQUIRED RECORDS**

13 **(By Plaintiff and the Class Against All Defendants)**

14 29. Plaintiff realleges and incorporates by reference all of the allegations contained in the
15 preceding paragraphs of this Complaint as though fully set forth herein.

16 30. During the Class Period, as part of Defendants' illegal payroll policies and practices to
17 deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and
18 intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and
19 applicable IWC Wage Orders, including but not limited to the following records: total daily hours
20 worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing
21 when each employee begins and each work period; and accurate itemized statements.

22 31. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and Class
23 Members have been damaged in an amount according to proof at trial, and are entitled to all wages
24 earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all
25 available statutory penalties, including but not limited to civil penalties pursuant to California Labor
26 Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
27 including but not limited to those provided in California Labor Code § 226(e), as well as other available
28 remedies.

- 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

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

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

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

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

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

20
21
22
23
24
25
26
27
28

21
22
23
24
25
26
27
28

22
23
24
25
26
27
28

23
24
25
26
27
28

25
26
27
28

1 37. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay
2 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
3 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
4 which case the employee is entitled to his or wages at the time of quitting.

5 38. California Labor Code § 203 provides that if an employer willfully fails to pay, in
6 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or
7 who quits, the employer is liable for waiting time penalties in the form of continued compensation to the
8 employee at the same rate for up to 30 workdays.

9 39. During the Class Period, Defendants have willfully failed to pay accrued wages and
10 other compensation to Plaintiff and Class Members in accordance with California Labor Code §§ 201
11 and 202.

12 40. As a result, Plaintiff and Class Members are entitled to all available statutory penalties,
13 including the waiting time penalties provided in California Labor Code § 203, together with interest
14 thereon, as well as other available remedies.

15 41. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
16 Class Members have been deprived of compensation in an amount according to proof at the time of trial,
17 but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest
18 thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

19 **EIGHTH CAUSE OF ACTION**

20 **FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES INCURRED I**

21 **DISCHARGE OF DUTIES**

22 **(By Plaintiff and the Class Against All Defendants)**

23 42. Plaintiff realleges and incorporates by reference all of the allegations contained in the
24 preceding paragraphs of this Complaint as though fully set forth herein.

25 43. California Labor Code § 2802(a) requires an employer to indemnify an employee for all
26 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
27 or her duties, or of his or her obedience to the directions of the employer.
28

44. During the Class Period, Defendants knowingly and willfully failed to indemnify Plaintiff and Class Members for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Defendants, including but not limited to expenses for cell phone usage and other employment-related expenses, in violation of California Labor Code § 2802.

45. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, Plaintiff and Class Members are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

(By Plaintiff and the Class Against All Defendants)

46. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

47. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to provide required rest periods, Defendants' failure and refusal to pay overtime compensation, Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to pay all wages due to discharged or quitting employees, Defendants' failure and refusal to furnish accurate itemized wage statements; Defendants' failure and refusal to maintain required records, Defendants' failure and refusal to indemnify Plaintiff and Class Members for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 *et seq.*

1 48. Defendants' violations of California wage and hour laws constitute a business practice
2 because Defendants' aforementioned acts and omissions were done repeatedly over a significant period
3 of time, and in a systematic manner, to the detriment of Plaintiff and Class Members.

4 49. Defendants have avoided payment of wages, overtime wages, meal periods, rest periods,
5 and other benefits as required by the California Labor Code, the California Code of Regulations, and the
6 applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct
7 sums of assessment to the state authorities under the California Labor Code and other applicable
8 regulations.

9 50. As a result of Defendants' unfair and unlawful business practices, Defendants have
10 reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class Members, and
11 members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them
12 to Plaintiff and Class Members.

13 51. Defendants' unfair and unlawful business practices entitle Plaintiff and Class Members to
14 seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants
15 account for, disgorge, and restore to Plaintiff and Class Members the wages and other compensation
16 unlawfully withheld from them. Plaintiff and Class Members are entitled to restitution of all monies to
17 be disgorged from Defendants in an amount according to proof at the time of trial, but in excess of the
18 jurisdiction of this Court.

19 **TENTH CAUSE OF ACTION**

20 **ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT**

21 **(By Plaintiff and the Class Against All Defendants)**

22 52. Plaintiff realleges and incorporates by reference all of the allegations contained in the
23 preceding paragraphs of this Complaint as though fully set forth herein.

24 13. Plaintiff was an aggrieved employee within the meaning of Cal. Lab. Code § 2699(a),
25 as Defendants committed multiple California Labor Code violations against her, as previously pled in
26 this First Amended Complaint.

27 54. California Labor Code Division 2, Part 2, Chapter 1, Section 558 provides as follows:

28 "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be

1 violated, a section of this chapter or any provision regulating hours and days of work in any
2 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For
3 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
4 which the employee was underpaid in addition to an amount sufficient to recover underpaid
5 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
6 employee for each pay period for which the employee was underpaid in addition to an amount
7 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
8 to the affected employee.”

9 55. Defendants’ failures to provide minimum wages, overtime wages, duty-free meal and/or
10 rest periods or to pay compensation of one hour at the regular rate of pay for each meal and/or rest
11 period not provided, reimburse business expenses, willful failure to pay wages owed upon separation of
12 employment, willful failure to timely pay wages during employment, failure to provide written notice
13 that lists all requisite information set forth in the Labor Code section 2810.5, and failure to provide
14 accurate wage statements in accordance with California law, including that of California Labor Code
15 Sections 201, 202, 203, 203.1, 222.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 2802, 2810.5, and
16 Wage Order No. 4-2001, §§ 3A, 4A, 4C, 11, and 12, entitles Plaintiff to recover a civil penalty as an
17 aggrieved employee on behalf of herself and other current and former employees of Defendants,
18 pursuant to California Labor Code Section 558 and Wage Order No. 4-2001, § 20.

19 56. Defendants’ failures to provide minimum wages, overtime wages, duty-free meal and/or
20 rest periods or to pay compensation of one hour at the regular rate of pay for each meal and/or rest
21 period not provided, reimburse business expenses, willful failure to pay wages owed upon separation of
22 employment, willful failure to timely pay wages during employment, failure to provide written notice
23 that lists all requisite information set forth in the Labor Code section 2810.5, and failure to provide
24 accurate wage statements in accordance with California law, including that of California Labor Code
25 Sections 201, 202, 203, 203.1, 222.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 2802, 2810.5, and
26 Wage Order No. 4-2001, §§ 3A, 4A, 4C, 11, and 12, entitles Plaintiff to recover a civil penalty as an
27 aggrieved employee on behalf of herself and other current and former employees of Defendants,
28 pursuant to California Labor Code Section 2699(f).

57. Pursuant to the provisions of Labor Code Section 2699 *et seq.*, Defendants' failure to pay on their regular pay day compensation of one hour pay for each duty-free meal or rest period not provided and failure to pay minimum wages and overtime wages entitles Plaintiff, as an aggrieved employee on behalf of herself and other current and former employees of Defendants, to recover the penalties set forth in Labor Code Section 210.

58. Defendants' failures to provide itemized wage statements, including statements accurately setting forth gross and net wages earned and hours worked, in accordance with Labor Code Section 226(a), Plaintiff, as an aggrieved employee on behalf of herself and other current and former employees of Defendants, are entitled to recover the penalties set forth in Labor Code section 226.3.

59. Plaintiff has complied with the procedural requirements specified in Labor Code Section 2699.3 as to Defendants' violations of Labor Code Sections 201, 202, 203, 203.1, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 2802 and the applicable Wage Orders including but not limited to Wage Order No. 4-2001.

60. Written notices were sent via electronic mail to the Labor and Workforce Development Agency and via certified mail to Defendants on May 26, 2020, alleging the violations contained herein. As the Labor and Workforce Development Agency has not provided notice within sixty days of said mailing that it intended to investigate the alleged violations, Plaintiff, as an aggrieved employee on behalf of herself and other current and former employees of Defendants, pursue this cause of action pursuant to Labor Code Section 2699 *et seq.*

61. As a result of the violations alleged herein, Plaintiff, as an aggrieved employee on behalf of herself and other current and former employees of Defendants, seek all civil penalties available pursuant to Labor Code Sections 558 and 2699. Therefore, pursuant to Labor Code Section 2699, Plaintiff, as an aggrieved employee on behalf of herself and other current and former employees of Defendants, are entitled to recover all civil penalties owed, attorneys' fees, expenses, and costs of suit pursuant to California Labor Code § 2699(g)(1)-(i).

///

///

///

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, respectfully prays for relief against Defendants and DOES 1 through 100, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to Plaintiff and Class Members, as well as disgorged profits from the unfair and unlawful business practices of Defendants;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and applicable IWC Wage Orders;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunctive relief enjoining Defendants from violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 201, 202, 203, 226(e), 226.3, 558, 2802, and 2699;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;
12. For an order appointing Plaintiff as class representative, and Plaintiff's counsel as class counsel; and

13. For such further relief that the Court may deem just and proper.

DATED: August 3, 2020

REMEDY LAW GROUP LLP

By:

Andy Tsarukyan

Andranik Tsarukyan
Armen Zenjiryan

Attorneys for Plaintiff ISAMAR JUAREZ,
on behalf of herself and all others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFF, on behalf of herself and all others similarly situated, hereby demands a jury trial
with respect to all issues triable of right by jury.

DATED: August 3, 2020

REMEDY LAW GROUP LLP

By:

Andy Tsarukyan

Andranik Tsarukyan
Armen Zenjiryan

Attorneys for Plaintiff, ISAMAR JUAREZ,
on behalf of herself and all others similarly situated