

AEGIS LAW FIRM, PC
KASHIF HAQUE, State Bar No. 218672
SAMUEL A. WONG, State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
CLARE M. WERNET, State Bar No. 322452
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
E-Mail: cwernet@aegislawfirm.com

Attorneys for Plaintiff Jason Urrea, individually,
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JASON URREA, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

TEMECULA VALLEY HOSPITAL; and
DOES 1 through 20, inclusive,

Defendants.

Case No. RIC2002437

**AMENDED AS A MATTER OF RIGHT
PURSUANT TO CAL. LABOR CODE
§2699.3(a)(2)(C)**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. Failure to Pay Wages;
2. Failure to Provide Meal Periods;
3. Failure to Permit Rest Breaks;
4. Failure to Pay All Wages Due Within the
Required Time and Upon Separation of
Employment;
5. Failure to Furnish Accurate Wage
Statements;
6. Violation of Business and Professions
Code §§ 17200, *et seq.*; and
7. Enforcement of Labor Code § 2698 *et seq.*
("PAGA")

1 Plaintiff Jason Urrea, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Jason Urrea (“Plaintiff”) brings this putative class and representative
5 action pursuant to California Code of Civil Procedure section 382 and pursuant to the Private
6 Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*, on behalf of Plaintiff and all non-
7 exempt employees employed by, or formerly employed by, Temecula Valley Hospital; and DOES
8 1 through 20, inclusive (collectively, “Defendants”) within the State of California.

9 2. Defendants are in the business of operating hospitals.

10 3. Through this action, Plaintiff is alleging that Defendants have engaged in a
11 systematic pattern of wage and hour violations under the California Labor Code and Industrial
12 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
13 unfair competition.

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) Failing to pay minimum wage and overtime wages;
- 17 (b) Failing to provide meal periods or compensation in lieu thereof;
- 18 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
19 thereof;
- 20 (d) Willfully failing to provide accurate, semi-monthly itemized wage
21 statements; and
- 22 (e) Failing to pay all wages due upon separation of employment.

23 5. Plaintiff brings this lawsuit seeking monetary relief against Defendants on behalf
24 of himself and all other members of the general public similarly situated in California to recover,
25 among other things, unpaid wages and benefits, interest, attorney’s fees, costs and expenses and
26 penalties (to the extent permitted by law) pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226,
27 266.3, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2698 *et seq.*,
28 and Code of Civil Procedure § 1021.5.

JURISDICTION AND VENUE

6. This is a class action, pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff Jason Urrea is a citizen of California. Plaintiff was employed by Defendants during the Class Period in California.

11. Plaintiff is informed and believes, and thereon alleges, that Defendants were and are corporations doing business in California and, at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named Defendants once their names and capacities become known.

Alternative Workweek Subclass:

All Class members subject to an alternative workweek schedule at any time between April 6, 2016 and the date of class certification.

Waiting Time Subclass:

All Class members who separated their employment from Defendants at any time between April 6, 2017 and the date of class certification.

21. Plaintiff reserves the right to establish other or additional subclasses, or modify any Class or Subclass definition, as appropriate.

22. Members of the class and subclass described above will be collectively referred to as “class members.” Plaintiff reserves the right to re-define the above class and subclass and add additional subclasses as appropriate based on investigation, discovery and specific theories of liability.

23. This action has been brought and may properly be maintained as a class action under the California Code of Civil Procedure § 382 because there are common questions of law and fact as to the Class that predominate over questions affecting only individual members including, but not limited to:

- a. Whether Defendants failed to pay Plaintiff and class members at least minimum wage for all hours worked;
- b. Whether Defendants required Plaintiff and class members to work over 8 hours per day, over 12 hours per day and/or over 40 hours per week and failed to pay them proper overtime compensation;
- c. Whether Defendants required Plaintiff and Alternative Workweek Subclass members to work outside of their regularly scheduled alternative workweek schedule and failed to pay them proper overtime compensation;
- d. Whether Defendants failed to properly implement an Alternative Workweek and thus failed to pay proper overtime compensation;
- e. Whether Defendants deprived Plaintiff and class members of meal periods or required Plaintiff and class members to work through meal periods;

- 1 f. Whether Defendants deprived Plaintiff and class members of paid rest
2 breaks or required Plaintiff and class members to work through rest breaks;
3 g. Whether Defendants failed to timely pay Plaintiff and class members all
4 wages due upon termination or within 72 hours of resignation;
5 h. Whether Defendants failed to furnish Plaintiff and class members with
6 accurate, itemized wage statements; and
7 i. Whether Defendants engaged in unfair business practices in violation of
8 Business & Professions Code §§ 17200, *et seq.*

9 24. There is a well-defined community of interest in this litigation and the proposed
10 class and subclasses are readily ascertainable:

- 11 (a) Numerosity: The members of the class and subclass are so numerous that joinder
12 of all members is impractical. Although the members of the entire class and
13 subclass are unknown to Plaintiff at this time, on information and belief, the class
14 is estimated to be greater than one hundred (100) individuals. The identities of the
15 class and subclass are readily ascertainable by inspection of Defendants'
16 employment and payroll records.
- 17 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the claims (or
18 defenses, if any) of the class because Defendants' failure to comply with the
19 provisions of California wage and hour laws entitled each class member to similar
20 pay, benefits and other relief. The injuries sustained by Plaintiff are also typical of
21 the injuries sustained by the class and subclass, because they arise out of and are
22 caused by Defendants' common course of conduct as alleged herein.
- 23 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the interests of
24 all members of the class and subclass because it is in his best interests to prosecute
25 the claims alleged herein to obtain full compensation and penalties due him and the
26 class and subclass. Plaintiff's attorneys, as proposed class counsel, are competent
27 and experienced in litigating large employment class actions and versed in the rules
28 governing class action discovery, certification and settlement. Plaintiff has

1 incurred and, throughout the duration of this action, will continue to incur
2 attorney's fees and costs that have been and will be necessarily expended for the
3 prosecution of this action for the substantial benefit of each class member.

4 (d) Superiority: The nature of this action makes use of class action adjudication
5 superior to other methods. A class action will achieve economies of time, effort
6 and expense as compared with separate lawsuits, and will avoid inconsistent
7 outcomes because the same issues can be adjudicated in the same manner and at
8 the same time for the entire class and subclass. If appropriate this Court can, and
9 is empowered to, fashion methods to efficiently manage this case as a class action.

10 (e) Public Policy Considerations: Employers in the State of California violate
11 employment and labor laws every day. Current employees are often afraid to assert
12 their rights out of fear of direct or indirect retaliation. Former employees are fearful
13 of bringing actions because they believe their former employers might damage their
14 future endeavors through negative references and/or other means. Class actions
15 provide the class members who are not named in the complaint with a type of
16 anonymity that allows for the vindication of their rights at the same time as
17 affording them privacy protections.

18 **GENERAL ALLEGATIONS**

19 25. At all relevant times mentioned herein, Defendants employed Plaintiff and other
20 persons as non-exempt employees.

21 26. Defendants employed Plaintiff in a non-exempt position at Defendants' California
22 business location(s) during the relevant time period.

23 27. Defendants continue to employ non-exempt employees within California.

24 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants were advised by skilled lawyers, employees and other professionals who
26 were knowledgeable about California wage and hour laws, employment and personnel practices
27 and the requirements of California law.
28

1 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to receive at least minimum wage
3 and, when applicable, overtime compensation for all hours worked. In violation of the Labor Code
4 and IWC Wage Orders, Plaintiff and class members were not properly paid all earned wages
5 because Defendants rounded Plaintiff's and Class Members' time punches to Defendants'
6 advantage, and Defendants paid Plaintiff Class Members less than minimum wage for on-call time,
7 among other violations.

8 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to receive certain wages for
10 overtime compensation. In violation of the Labor Code and IWC Wage Orders, Plaintiff and class
11 members were not properly paid for all of their overtime because Defendants required Plaintiff and
12 Alternative Workweek Subclass members to work outside of their regularly scheduled alternative
13 workweek schedule and failed to pay them proper overtime compensation. Alternatively,
14 Defendants failed to implement a proper alternative workweek and thus owe Plaintiff and
15 Alternative Workweek Subclass members unpaid overtime.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive all meal periods or
18 payment of one (1) additional hour of pay at Plaintiff's and class members' regular rate of pay when
19 they did not receive a timely, uninterrupted meal period. In violation of the Labor Code and IWC
20 Wage Orders, Plaintiff and class members did not receive all meal periods or payment of one (1)
21 additional hour of pay at Plaintiff's and class members' regular rate of pay when they did not receive
22 a timely, uninterrupted meal period.

23 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive all rest breaks or
25 payment of one (1) additional hour of pay at Plaintiff's and class members' regular rate of pay when
26 a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and class
27 members did not receive all rest breaks or payment of one (1) additional hour of pay at Plaintiff's
28 and class members' regular rate of pay when a rest break was missed.

33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Waiting Time Subclass members were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and Waiting Time Subclass members did not receive payment of all wages including, but not limited to, unpaid overtime compensation, within permissible time periods.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and class members were not furnished with complete and accurate wage statements showing their accurate gross and net wages, and the number of hours worked at each applicable hourly rate, among other things.

35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and class members, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES

(Violation of Labor Code §§ 200 *et seq.*, 510, 511, 1182.12, 1194, 1197, 1198;
IWC Wage Order)

36. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

37. During the relevant time period, Defendants were required to compensate Plaintiff and class members for all hours worked, pursuant to Labor Code §§ 200 *et seq.*, 510, 511, 1182.12, 1194, 1197, 1198, and the applicable IWC Wage Order.

38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

1 39. Labor Code § 510 codifies the right to overtime compensation at one and one-half
2 times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40)
3 hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime
4 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a
5 day or in excess of eight (8) hours in a day on the seventh day of work.

6 40. During the relevant time period, Defendants paid Plaintiff and Class Members less
7 than minimum wages and overtime wages when they failed to pay proper compensation for all
8 hours worked. Defendants regularly failed to pay at least minimum wage to Plaintiff and Class
9 Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

10 41. During the relevant time period, Defendants regularly failed to pay all wages to
11 Plaintiff and class members for all hours worked at the appropriate overtime rate pursuant to Labor
12 Code §§ 510, 511, 1194, and 1198.

13 42. Labor Code § 511(b) provides an affected employee working longer than eight
14 hours but not more than 12 hours in a day pursuant to an alternative workweek schedule adopted
15 pursuant to this section shall be paid an overtime rate of compensation of no less than one and one-
16 half times the regular rate of pay of the employee for any work in excess of the regularly scheduled
17 hours established by the alternative workweek agreement and for any work in excess of 40 hours
18 per week. An overtime rate of compensation of no less than double the regular rate of pay of the
19 employee shall be paid for any work in excess of 12 hours per day and for any work in excess of
20 eight hours on those days worked beyond the regularly scheduled workdays established by the
21 alternative workweek agreement.

22 43. During the relevant time period, Defendants failed to pay Plaintiff and Alternative
23 Workweek Subclass members all wages owed when Defendants failed to pay overtime wage and/or
24 double time wages for work performed outside of the regularly scheduled alternative workweek
25 schedule. Alternatively, Defendants failed to implement a proper alternative workweek and thus
26 owe Plaintiff and Alternative Workweek Subclass members unpaid overtime.

44. As a direct and proximate result of Defendants' failure to pay Plaintiff and class members the required wages, Plaintiff and class members are entitled to recover the unpaid balance of their wages, including overtime compensation, as well as interest, costs and attorneys' fees.

45. Defendants' failure to pay Plaintiff and Class Members the required minimum wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

46. Pursuant to Labor Code § 1194.2, Plaintiff and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

47. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

48. Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

49. Section 11 of the applicable IWC Wage Order states, “no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

50. Labor Code § 512(a) provides that an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

51. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more

1 than twelve (12) hours, the second meal period may be waived by mutual consent of the employer
2 and the employee only if the first meal period was not waived.

3 52. During the relevant time period, Plaintiff and class members did not receive
4 compliant meal periods for working more than five (5) and/or ten (10) hours per day because,
5 among other things, Defendants did not provide timely meal periods for shifts over five hours, and
6 Defendants did not provide a second meal period for shifts over 10 hours.

7 53. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order requires
8 an employer to pay an employee one additional hour of pay at the employee's regular rate of
9 compensation for each work day that the meal period is not provided.

10 54. At all relevant times, Defendants failed to pay Plaintiff and class members meal
11 period premium for missed and untimely meal periods pursuant to Labor Code § 226.7(b) and
12 section 11 of the applicable IWC Wage Order.

13 55. As a result of Defendants' failure to pay Plaintiff and class members an additional
14 hour of pay for each day a meal period was not provided, Plaintiff and class members suffered and
15 continue to suffer a loss of wages and compensation.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PERMIT REST BREAKS**

18 (Violation of Labor Code § 226.7; Violation of IWC Wage Order § 12)

19 56. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
20 though fully set forth herein.

21 57. Labor Code § 226.7(a) provides that no employer shall require an employee to work
22 during any rest period mandated by the IWC Wage Orders.

23 58. Section 12 of the applicable IWC Wage Order states "every employer shall
24 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
25 middle of each work period" and the "authorized rest period time shall be based on the total hours
26 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof"
27 unless the total daily work time is less than three and one-half (3½) hours.
28

59. During the relevant time period, Plaintiff and class members did not receive a ten (10) minute rest period for every four (4) hours or major fraction thereof worked because they were required to work through their daily rest periods and/or were not authorized to take their rest periods.

60. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

61. At all relevant times, Defendants failed to pay Plaintiff and class members rest period premium for missed or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

62. As a result of Defendants' failure to pay Plaintiff and class members an additional hour of pay for each day a rest period was not provided, Plaintiff and class members suffered and continue to suffer a loss of wages and compensation.

FOURTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT

(Violations of Labor Code §§ 201, 202 and 203)

63. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

64. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his employment, his wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his intention to quit, in which case the employee is entitled to his wages at the time of quitting.

65. During the relevant time period, Defendants willfully failed to pay Plaintiff and Waiting Time Subclass members who are no longer employed by Defendants all their earned wages upon termination including, but not limited to, proper overtime compensation, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

66. Defendants' failure to pay Plaintiff and Waiting Time Subclass members who are no longer employed by Defendants all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

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

68. Plaintiff and Waiting Time Subclass members are entitled to recover from Defendants the statutory penalty which is defined as Plaintiff and class members' regular daily wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to Labor Code § 203.

FIFTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE WAGE STATEMENTS

(Violation of Labor Code § 226)

69. Plaintiff hereby incorporates all previous paragraphs of this Complaint as though fully set forth herein.

70. California Labor Code § 226(a) requires employers to furnish their employees with an accurate itemized writing that shows gross wages earned, total hours worked, all deductions and reimbursements, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and the portion of his or her social security number as required by law, the name and address of the legal entity that is the employer and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

71. Defendants have intentionally and willfully failed to provide Plaintiff and class members with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned, total hours worked, and all applicable hourly rates in effect and the number of hours worked at each hourly rate by Plaintiff and class members.

72. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and class members have suffered injury and damage to their statutorily protected rights. Specifically, Plaintiff and class members have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate itemized wage statements under California Labor Code § 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

73. California Labor Code § 226(a) requires an employer to pay the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus attorney's fees and costs, to each employee who was injured by the employer's failure to comply with California Labor Code § 226(a).

74. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and class members from knowing, understanding and disputing the wages paid to them, and resulted in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and class members have suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown according to proof at trial.

75. Plaintiff and class members are also entitled to injunctive relief under California Labor Code § 226(g), compelling Defendants to comply with California Labor Code § 226, and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

SIXTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.

76. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

1 77. Defendants' conduct, as alleged herein, has been and continues to be unfair,
2 unlawful and harmful to Plaintiff, class members and to the general public. Plaintiff seeks to
3 enforce important rights affecting the public interest within the meaning of Code of Civil Procedure
4 § 1021.5.

5 78. Defendants' activities, as alleged herein, violate California law and constitute
6 unlawful business acts or practices in violation of California Business and Professions Code §§
7 17200, *et seq.*

8 79. A violation of Business and Professions Code §§ 17200, *et seq.* may be predicated
9 on the violation of any state or federal law.

10 80. Defendants' policies and practices have violated state law in at least the following
11 respects:

- 12 (a) Failing to pay Plaintiff and class members all overtime compensation in violation
13 of Labor Code §§ 200 *et seq.*, 510, 511, 1182.12, 1194, 1197, and 1198;
- 14 (b) Failing to provide meal periods without paying Plaintiff and class members
15 premium wages for every day said meal periods were not provided in violation of
16 Labor Code §§ 226.7 and 512;
- 17 (c) Failing to authorize or permit rest breaks without paying Plaintiff and class
18 members premium wages for every day said rest breaks were not authorized or
19 permitted in violation of Labor Code § 226.7;
- 20 (d) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass
21 members upon separation of employment in violation of Labor Code §§ 201, 202
22 and 203; and
- 23 (e) Failing to provide accurate, itemized wage statements to Plaintiff and class
24 members in violation of Labor Code § 226.

25 81. Defendants intentionally avoided paying Plaintiff's and class members' wages and
26 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
27 undercut their competitors and establish and gain a greater foothold in the marketplace.

82. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and class members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of the Complaint; an award of attorney's fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

SEVENTH CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”).

83. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

84. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

85. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

86. Defendants' conduct violates numerous Wage Order and Labor Code sections, including but not limited to, the following:

(a) violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 511, 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages (including minimum wage and overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment;

- (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- (d) violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged; and
- (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees.

87. Plaintiff is an “aggrieved employee” because he was employed by the alleged violator and had one or more of the violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees.

88. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

89. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

90. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action;

2. For appointment of Jason Urrea as the class representative;
3. For appointment of Aegis Law Firm, PC as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For liquidated damages pursuant to Labor Code § 1194.2;
7. For reasonable attorney's fees, costs of suit and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 226(e) 1194, and 2698 *et seq.*;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
10. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
11. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties;
12. For pre-judgment interest;
13. For civil penalties; and
14. For such other relief as the Court deems just and proper.

Dated: August 6, 2020

AEGIS LAW FIRM, PC

By: 
Clare M. Wernet
Attorneys for Plaintiff Jason Urrea