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Sherri K. Carter, Executive Officer/Clerk of Court
By [Signature], Deputy
Steven Drew

Michael D. McLachlan, Esq. (SBN: 181705)
mike@mclachlan-law.com
MCLACHLAN LAW, APC
2447 Pacific Coast Highway, Suite 100
Hermosa Beach, California 90254
Tel: (310) 954-8270 | Fax: (310) 954-8271

Rolando J. Gutierrez, Esq. (SBN: 276230)
rolando@gutierrezlawgroup.com
GUTIERREZ LAW GROUP, APLC
2447 Pacific Coast Highway, Suite 100
Hermosa Beach, California 90254
Tel: (424) 265-8974 | Fax: (424) 402-5074

Richard Kim, Esq. (SBN: 272184)
rkim@richkimlaw.com
LAW OFFICES OF RICHARD KIM, PC
6131 Orangethorpe Ave., Suite 370
Buena Park, CA 90620-4929
Tel: (714) 276-1122 | Fax: (714) 276-1120

Attorneys for Plaintiff and the Putative Class

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

CARRIE PRODROMIDES, an
individual,

Plaintiffs,

v.

SHORELINE TREATMENT CENTER,
INC., a California Corporation; RACHEL
LEVI, an individual, and DOES 1 through
50, inclusive,

Defendants.

Class Action **20STCV47287**

CLASS ACTION COMPLAINT FOR:

- (1) **Failure To Pay Overtime and Double Time Compensation**
[CAL. LAB. CODE §§ 510, 511, 1194, 1198, and 8 CAL. CODE REGS. § 11050(3), *et. seq.*]
- (2) **Failure To Provide Meal Periods** [CAL. LAB CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*]
- (3) **Failure To Provide Rest Periods**
[CAL. LAB CODE §§ 226.7, and 8 CAL. CODE REGS. § 11050(12)]
- (4) **Failure To Provide Accurate Itemized Wage Statements**
[CAL. LAB. CODE § 226]
- (5) **Waiting Time Penalties** [CAL. LAB. CODE § 201, 202, and 203]

(6) **Penalties Pursuant to the Private Attorney General Act (“PAGA”) [CAL. LAB. CODE § 2699, *et. seq.*]**

(7) **Unfair Competition and Unlawful Business Practices [CAL. BUS. & PROF. CODE § 17200, *et. seq.*]**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff CARRIE PRODROMIDES ("Plaintiff"), and submits this unverified Class Action Complaint (“Complaint”) as follows:

I.

INTRODUCTION

1. Plaintiff brings this action on behalf of herself and on behalf of all those similarly situated for (1) Failure To Pay Overtime and Double Time Compensation, (2) Failure To Provide Meal Periods, (3) Failure To Provide Rest Periods, (4) Failure To Provide Accurate Itemized Wage Statements, (5) Waiting Time Penalties, (6) Penalties Pursuant to the Private Attorney General Act (“PAGA”) and (7) Unfair Competition and Unlawful Business Practices.

2. All allegations in this Complaint are based upon information and belief, except for those allegations that pertain to Plaintiff named herein. Each allegation in this Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

II.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to section 410.10 of the California Code of Civil Procedure.

4. Venue is proper in this Court pursuant to sections 395 and 395.5 of the California Code of Civil Procedure because the facts and circumstances giving rise to this action as alleged herein occurred in the County of Los Angeles.

III.
THE PARTIES

A. The Plaintiff

5. Plaintiff CARRIE PRODROMIDES is, and at all times mentioned herein was, an individual:

- (a) Residing in the County of Los Angeles, State of California;
- (b) Who was a non-exempt employee of Defendants herein;
- (c) Who worked in excess of eight hours in a workday and more than forty hours in a workweek, but did not receive all of the overtime or double time compensation to which she is entitled;
- (d) Who did not receive uninterrupted rest periods or meal periods;
- (e) Who did not receive accurate itemized wage statements;
- (f) Who was not compensated all wages due; and
- (g) Who is a member of the Class as defined in paragraph 16 below.

B. The Defendants

6. Plaintiff is informed and believes, and based upon that information and belief hereby alleges, that Defendant SHORELINE TREATMENT CENTER, INC. is, and at all times herein mentioned, was:

- (a) A California corporation conducting business within the health care industry in the State of California, County of Los Angeles;
- (b) The former employer of Plaintiff, and the former and current employer of the Class, as defined in paragraph 16, that:
 - i. Failed to pay overtime and double time compensation for hours worked in excess of eight hours in a workday and/or over forty hours in a workweek;
 - ii. Failed to provide uninterrupted rest periods and meal periods;
 - iii. Failed to provide accurate itemized wage statements;
 - iv. Failed to pay all wages due upon termination; and

1 v. Is the alter ego of Defendant RACHEL LEVI.

2 7. Plaintiff is informed and believes, and based upon that information and
3 belief hereby alleges, that Defendant RACHEL LEVI is, and at all times herein
4 mentioned, was:

- 5 (a) An individual residing within the State of California, County of
6 Los Angeles;
- 7 (b) Conducting business within the health care industry in the State of
8 California, County of Los Angeles;
- 9 (c) The former employer of Plaintiff, and the former and current
10 employer of the Class, as defined in paragraph 16, who:
- 11 i. Failed to pay overtime and double time compensation for
12 hours worked in excess of eight hours in a workday and/or over
13 forty hours in a workweek;
- 14 ii. Failed to provide uninterrupted rest periods and meal periods;
- 15 iii. Failed to indemnify or reimburse its employees for all out-of-
16 pocket expenses;
- 17 iv. Failed to provide accurate itemized wage statements;
- 18 v. Failed to pay all wages due upon termination; and
- 19 vi. Is the alter ego of Defendant SHORELINE TREATMENT
20 CENTER, INC.

21 8. The true names and capacities, whether individual, corporate,
22 partnership, associate, or otherwise of defendants DOES 1 through 50, inclusive, are
23 unknown to the Plaintiff who therefore sues these defendants by such fictitious
24 names pursuant to section 474 of the California Code of Civil Procedure. Plaintiff will
25 seek leave to amend this Complaint to allege that the defendants named herein,
26 including DOES 1 through 50, inclusive, are responsible in some manner for one or
27 more of the events and happenings that proximately caused the injuries and damages
28 hereinafter alleged.

1 9. Plaintiff is informed and believes, and based upon that information and
2 belief alleges, that the defendants named in this Complaint, including DOES 1
3 through 50, inclusive, are, and at all times mentioned herein were, the agents,
4 servants, and/or employees of each of the other defendants and that each defendant
5 was acting within the course of scope of his, her, or its authority as the agent, servant
6 and/or employee of each of the other defendants. Consequently, all of the defendants
7 are jointly and severally liable to the Plaintiff and the putative Class for the damages
8 sustained as a proximate result of their conduct.

9 10. All Defendants, including DOES 1 through 50, are “employers” as
10 defined by the Industrial Welfare Commission because they satisfy one or more of
11 the following three disjunctive elements: “(a) to exercise control over the wages,
12 hours or working conditions, or (b) to suffer or permit to work, or (c) to engage,
13 thereby creating a common law employment relationship.” *See Martinez v. Combs*
14 (2010) 49 Cal.4th 35, 64; *see also*, INDUSTRIAL WAGE ORDER No. 5-2001, paragraph
15 (2) (codified under 8 CAL. CODE REGS. § 11050(2)).

16 11. To the extent that any of the defendants, including DOES 1 through 50,
17 are natural persons who are an owner, director, officer, or managing agent of any of
18 the corporate defendants named herein, section 558.1(a) of the California Labor Code
19 provides that:

20 Any employer or other person acting on behalf of an employer, who
21 violates or causes to be violated, any provision regulating minimum
22 wage or hours and days in any order of the Industrial Welfare
23 Commission, or violates or causes to be violated Sections 203, 226,
226.7, 1193.6, 1194, or 2902, may be held liable as the employer for such
violation.

24 12. Defendants SHORELINE TREATMENT CENTER, INC. and
25 RACHEL LEVI, along with DOES 1 through 50, are collectively referred to
26 herein as the “Defendants.”

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IV.

ALTER EGO ALLEGATIONS

13. Plaintiff is informed and believes, and based upon that information and belief alleges, that:

- (a) SHORELINE TREATMENT CENTER, INC. is, and at all relevant times was, a mere shell without capital, assets, stock, or stockholders;
- (b) SHORELINE TREATMENT CENTER, INC. is, and at all relevant times was, the alter ego of Defendant RACHEL LEVI, and Does 1 through 50, inclusive, and each of them, who is and was the controlling owner, shareholder, officer, and director of SHORELINE TREATMENT CENTER, INC.;
- (c) There is, and at all relevant times was, a unity of interest and/or ownership between all of these Defendants so that any individuality or separateness between them has ceased to exist in that SHORELINE TREATMENT CENTER, INC. was and is under their control and domination; and
- (d) SHORELINE TREATMENT CENTER, INC. is, and at all relevant times was, completely controlled, dominated, managed, and operated by Defendant RACHEL LEVI, and Does 1 through 50, inclusive, and each of them, so that SHORELINE TREATMENT CENTER, INC. was a mere shell, instrumentality, and/or conduit through which each of these Defendants conducted some or all of their/its business.

14. Plaintiff is informed and believes, thereupon alleges, that SHORELINE TREATMENT CENTER, INC. is, and at all relevant times was,

1 insolvent and/or otherwise unable to satisfy any debts or liabilities, including
2 a monetary judgment that may be rendered against it in this action.

3 15. Adherence to the fiction of the separate existence of
4 SHORELINE TREATMENT CENTER, INC. as an entity distinct from
5 Defendant RACHEL LEVI, would permit an abuse of the corporate privilege
6 and sanction fraud or promote injustice in that, among other things, it would
7 enable each of these Defendants to avoid liability and to defraud his, her, or
8 its creditors, the effect of which would be to render each Defendant financially
9 unable to respond to a monetary judgment awarded against each or any of
10 them in this action.

11 V.

12 **THE CLASS DEFINITION**

13 16. The members of the class (the “Class”) consists of:

14 All current and former non-exempt employees who work or worked for
15 SHORELINE TREATMENT CENTER, INC. and/or RACHEL LEVI at
any time during the time-period of December 10, 2016 to the present.

16 VI.

17 **THE CLASS ALLEGATIONS**

18 17. The persons who comprise the Class are so numerous that joinder of all
19 such persons is impracticable and the disposition of their claims will benefit the
20 parties and the Court.

21 18. Plaintiff’s claims are typical of the claims of the Class that Plaintiff seeks
22 to represent.

23 19. Plaintiff will fairly and adequately protect the interests of the Class that
24 she seeks to represent. Plaintiff does not have any interests that are antagonistic to
25 the Class that she seeks to represent. Counsel for Plaintiff are experienced, qualified,
26 and generally able to conduct complex class action litigation.

27 20. This Court should permit this action to be maintained as a class action
28 pursuant to section 382 of the California Code of Civil Procedure because:

- 1 (a) The questions of law and fact common to the Class predominate
2 over any question affecting only individual members;
- 3 (b) A class action is superior to any other available method for the fair
4 and efficient adjudication of the claims of the members of the
5 Class;
- 6 (c) The members of the Class are so numerous that it is impractical to
7 bring all members of the Class before the Court;
- 8 (d) Plaintiff and the other Class members will not be able to obtain
9 effective and economic legal redress unless this action is
10 maintained as a class action;
- 11 (e) There is a community of interest in obtaining appropriate legal
12 and equitable relief for the legal and statutory violations and other
13 improprieties, and in obtaining adequate compensation for the
14 damages and injuries that Defendants' actions have inflicted upon
15 the Class;
- 16 (f) There is a community of interest in ensuring that the combined
17 assets and available insurance of Defendants is sufficient to
18 adequately compensate the members of the Class for the injuries
19 sustained;
- 20 (g) Without class certification, the prosecution of separate actions by
21 individual members of the Class would create a risk of:
- 22 i. Inconsistent or varying adjudications with respect to
23 individual members of the Class which would establish
24 incompatible standards of conduct for Defendants, and/or
25 ii. Adjudications with respect to the individual members which
26 would, as a practical matter, be dispositive of the interests
27 of other members not parties to the adjudications, or would
28 substantially impair or impede their ability to protect their

interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible defendants.

(h) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

VII.

FACTUAL ALLEGATIONS

21. Within four years preceding the initiation of this action and ongoing, Plaintiff and members of the Class were and/or are currently employed by Defendants as non-exempt employees.

22. Plaintiff is informed and believes, and thereupon alleges, that at all relevant times herein, Defendants conducted business, and continue conduct business, within the health care industry.

23. Plaintiff is informed and believes, and thereupon alleges that Defendants required her and members of the Class to work shifts exceeding eight (8) hours a day and/or forty (40) hours but failed to compensate them with overtime and/or double compensation for all time worked in excess of eight (8) hours in a workday and/or forty (40) hours in any given workweek.

24. In an attempt to circumvent the protections mandated under both the California Labor Code and applicable Industrial Wage Orders, Plaintiff is informed and believes, and thereupon alleges, that Defendants subjected and required certain members of the Class, including Plaintiff, to work shifts exceeding eight (8) hours a day and/or forty (40) hours a week without paying them overtime or double time compensation under the guise of a lawful alternative workweek schedule, when in fact and in law, Defendants' alternative workweek schedule was, and is still is, invalid, illegal, and unlawful. In addition, Plaintiff is further informed and believes, and thereupon further alleges, that Defendants required her and members of the

1 class to work in excess of twelve (12) hours per day within a twenty-four (24) hour
2 period.

3 25. Plaintiff is informed and believes, and thereupon alleges, that it was
4 Defendants' policy and practice to prohibit Plaintiff, and members of the Class, from
5 having uninterrupted meal and rest periods. For each occurrence of these rest and
6 meal period violations, Defendants failed to pay Plaintiff and members of the Class
7 an hour premium payment at their regular rate of pay.

8 26. Plaintiff is further informed and believes, and thereupon further alleges,
9 that it was Defendants' policy and practice to prohibit Plaintiff, and members of the
10 Class, from leaving the work premises during the entirety of their work shifts.
11 Despite this prohibition, Defendants failed to provide Plaintiff and members of the
12 Class with change rooms, resting facilities, or a suitable place for eating.

13 27. Due to Defendants failure to properly pay its employees for all hours
14 worked, including overtime compensation, double time compensation, and meal and
15 rest break premiums, as a derivative result Plaintiffs and members of the Class were
16 not provided with accurate itemized wage statements, nor were they paid all wages
17 due upon termination. In addition, because the Plaintiffs and members of the Class
18 were not compensated for all hours worked, their paychecks did not, and do not,
19 accurately or correctly reflect all hours worked or the corresponding rates of pay.

20 28. In addition the foregoing, Defendants failed to post the required notices
21 with respect to information regarding mandatory payroll and workplace injuries at
22 the work premises.

23 **VIII.**

24 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

25 29. On May 29, 2020, Plaintiff electronically submitted written notice to the
26 California Labor and Workforce Development Agency (the "Agency"), pursuant to the
27 California Private Attorney General Act of 2004 ("PAGA"), setting forth her
28 contentions and claims on behalf of herself and on behalf of all those similarly

1 situated. Copies of this letter was also mailed to Defendant SHORELINE
2 TREATMENT CENTER, INC., on May 29, 2020, via certified mail.

3 **IX.**

4 **FIRST CAUSE OF ACTION**

5 **Failure To Pay Overtime and Double Time Compensation**

6 **[CAL. LAB. CODE §§ 510, 511, 1194, 1198 and 8 CAL. CODE REGS. § 11050(3),**
7 ***et. seq.*]**

8 **(By Plaintiff and the Putative Class as Against All Defendants, Including**
9 **DOES 1 through 50)**

10 30. Plaintiff re-alleges and incorporates every allegation contained in each of
11 the preceding paragraphs in this Complaint as fully set forth herein by reference.

12 31. CAL. LAB. CODE §§ 510, 1194 and 1198, and INDUSTRIAL WAGE ORDER No.
13 5-2001 (3)(A)(1)(a), which is codified under 8 CAL. CODE REGS. § 11050(3)(A)(1)(a),
14 as amended, mandate that employees in California shall not be employed more than
15 eight (8) hours in any workday or more than forty (40) hours in any workweek,
16 unless they receive additional compensation of no less than one and one-half times
17 their regular rate of pay. In addition, an employer must pay double the employee's
18 regular rate of pay for all hours worked in excess of twelfth (12) hours in any
19 workday, and for all hours worked in excess of eight (8) hours on the seventh (7th)
20 consecutive day of work in a workweek. 8 CAL. CODE REGS. § 11050(3)(A)(1)(b).

21 32. CAL. LAB. CODE § 1194(a) provides that an employee who has not been
22 paid overtime compensation as required by section 1198 or by the applicable wage
23 order may recover the unpaid balance of the full amount of such overtime
24 compensation, together with costs of suit, penalties, interest thereon, and attorney's
25 fees in a civil action.

26 33. As an exception to the foregoing general rules, section 511 of the
27 California Labor Code authorized the adoption of alternative workweek schedules
28 "for no longer than 10 hours per day within a 40-hour workweek without the

1 payment... of an overtime rate....” CAL. LAB. CODE § 511(a).

2 34. An employee affected by an alternative workweek schedule agreement
3 adopted pursuant to section 511 of the California Labor Code, and any applicable
4 Industrial Wage Order, shall be paid no less than one and one-half times their
5 regular rate of pay “for any work in excess of the regularly scheduled hours
6 established by the alternative workweek agreement and for any work in excess of 40
7 hours per week.” CAL. LAB. CODE § 511(b). In addition:

8 An overtime rate of compensation of no less than double the regular
9 rate of pay of the employee shall be paid for any work in excess of 12
10 hours per day and for any work in excess of eight hours on those days
worked beyond the regularly scheduled workdays established by the
alternative workweek agreement.

11 *Id.*

12 35. Section 517 of the California Labor Code, which took effect on January 1,
13 2000, directed the Industrial Welfare Commission (“IWC”) to review wage, hour, and
14 working conditions of certain enumerated industries prior to July 1, 2000.
15 Notwithstanding sections 510 and 511, section 517 directed the IWC to issue new
16 wage orders, including regulations on alternative workweek schedules for the health
17 care and other enumerated industries, which “shall be final and conclusive for all
18 purposes.” CAL. LAB. CODE § 517(a).

19 36. Pursuant to section 517 of the California Labor Code, the IWC held
20 public hearings prior to July 1, 2000 and subsequently promulgated Industrial Wage
21 Order 5-2001. Applicable to the healthcare industry, INDUSTRIAL WAGE ORDER 5
22 (3)(B)(8)(a)-(b), as amended, which is codified under 8 CAL. CODE REGS. §
23 11050(3)(B)(8)(a)-(b), provides in relevant part, as follows:

24 Notwithstanding the above provisions regarding alternative
25 workweek schedules, no employer of employees in the health care
26 industry shall be deemed to have violated the daily overtime
27 provisions by instituting, pursuant to the election procedures set forth
28 in this wage order a regularly scheduled alternative workweek
schedule that includes work days exceeding ten (10) hours but not
more than 12 hours within a 40 hour workweek without the payment
of overtime compensation, provided that: [¶] (a) An employee who
works beyond 12 hours in a workday shall be compensated at double
the employee's regular rate of pay for all hours in excess of (12); [and]

1 [¶] (b) An employee who works in excess of 40 hours in a workweek
2 shall be compensated at one and one-half (1 1/2) times the employee's
regular rate of pay for all hours over 40 hours in the workweek[....]

3 37. An employer within the health care industry wishing to adopt a
4 valid and lawful alternative workweek schedule must adhere to all of the
5 following:

6 Each proposal for an alternative workweek schedule shall be in the
7 form of a written agreement proposed by the employer. The proposed
8 agreement must designate a regularly scheduled alternative
workweek in which the specified number of workdays and work hours
are regularly recurring.

9 8 CAL. CODE REGS. § 3(C)(1).

10 The employer may propose a single work schedule that would become
11 the standard schedule for workers in the work unit, or a menu of work
12 schedule options, from which each employee in the unit would be
entitled to choose. If the employer proposes a menu of work schedule
13 options, the employee may, with the approval of the employer, move
from one menu option to another.

14 *Id.*

15 [T]he proposed alternative workweek schedule must be adopted in a
16 secret ballot election, before the performance of work, by at least a
two-thirds (2/3) vote of the affected employees in the work unit. The
17 election shall be held during regular working hours at the employees'
work site.

18 *Id.* § 3(C)(2).

19 Prior to the secret ballot vote, any employer who proposed to institute
20 an alternative workweek schedule shall have made a disclosure in
writing to the affected employees, including the effects of the
21 proposed arrangement on the employees' wages, hours, and benefits.
Such a disclosure shall include meeting(s), duly noticed, held at least
22 14 days prior to voting, for the specific purpose of discussing the
effects of the alternative workweek schedule.

23 *Id.* § 3(C)(3).

24 Any election to establish... an alternative workweek schedule shall be
25 held at the work site of the affected employees.

26 *Id.* § 3(C)(4).

27 Only secret ballots may be cast by affected employees in the work unit
28 at any election held pursuant to this section. The results of any
election conducted pursuant to this section shall be reported by the
employer to the Division of Labor Statistics and Research within 30

1 days after the results are final, and the report of election results shall
2 be a public document. The report shall include the final tally of the
3 vote, the size of the unit, and the nature of the business of the
4 employer.

5 *Id.* § 3(C)(6).

6 38. At all relevant times alleged herein, Defendants conducted and continue
7 to conduct business within the “health care industry,” as the term is defined under
8 INDUSTRIAL WAGE ORDER 5-2001 2(J), as amended. 8 CAL. CODE REGS. § 11050 2(J).

9 39. At all relevant times alleged herein, Plaintiff and members of the Class
10 were and/or are employed by the Defendants as “employees in the health care
11 industry,” as the term is defined under INDUSTRIAL WAGE ORDER 5-2001 2(G), as
12 amended. 8 CAL. CODE REGS. § 110502(G).

13 40. At all times relevant hereto, Defendants, including DOES 1 through 50,
14 failed to pay Plaintiff and members of the Class overtime and double time
15 compensation for the hours worked in excess of the maximum hours permissible by
16 law as required by 8 CAL. CODE REGS. § 11050, *et. seq.*, and CAL. LAB. CODE §§ 510,
17 1194 and 1198.

18 41. At all relevant times alleged herein, and in an attempt to circumvent the
19 protections mandated under both the California Labor Code and applicable
20 Industrial Wage Orders, Defendants adopted, implemented, and enforced an
21 alternative workweek schedule that was invalid, illegal, and unlawful.

22 42. At all relevant times alleged herein, Plaintiff and members of the Class
23 were and/or are required to work under Defendants’ alternative workweek schedule
24 and they are therefore “affected employees” of said alternative workweek schedule, as
25 the term is defined under INDUSTRIAL WAGE ORDER 5-2001 3(C)(2), as amended. 8
26 CAL. CODE REG. § 3(C)(2).

27 43. Plaintiff is informed and believes, and thereupon alleges, that
28 Defendants’ alternative workweek schedule failed to comply with the mandates set
forth pursuant to sections 511 and 517 of the California Labor Code, and INDUSTRIAL

1 WAGE ORDER 5-2001 2(A), 3(B)(8), and 3(C), *et. seq.*, as amended. *See* CAL. LAB.
2 CODE §§ 511 and 517; 8 CAL. CODE REG. §§ 2(A) 3(B)(8), and 3(C), *et. seq.* As such, at
3 all times relevant hereto, Plaintiff and the Class have worked more than eight (8)
4 hours in a workday, and/or more than forty (40) hours in a workweek as non-exempt
5 employees of Defendants, including DOES 1 through 50, under the guise of lawful
6 alternative workweek schedule, without receiving overtime or double time
7 compensation for the hours worked in excess of the maximum hours permissible by
8 law as required by 8 CAL. CODE REGS. § 11050, *et. seq.*, and CAL. LAB. CODE §§ 510,
9 1194 and 1198.

10 44. By virtue of Defendants' unlawful failure to pay additional compensation
11 to the Plaintiff and the Class for their overtime hours, they have suffered, and will
12 continue to suffer, damages in the form of unpaid overtime and double time
13 compensation subject to proof.

14 45. Plaintiffs and the Class are also entitled to seek and recover interest,
15 penalties, and reasonable attorneys' fees and costs pursuant to CAL. LAB. CODE §§
16 218.5, 218.6, 1194, and CAL. CIV. CODE § 3289, *et. seq.*

17 **X.**

18 **SECOND CAUSE OF ACTION**

19 **For Failure To Provide Meal Periods**

20 **[CAL. LAB. CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*]**

21 **(By Plaintiff and the Putative Class as Against All Defendants, Including**
22 **DOES 1 through 50)**

23 46. Plaintiff re-alleges and incorporates every allegation contained in each of
24 the preceding paragraphs in this Complaint as fully set forth herein by reference.

25 47. CAL. LAB. CODE § 512(a) provides that no employer shall employ any
26 person for a work period of more than five (5) hours without a meal period of not less
27 than 30 minutes. An employee who works no more than six (6) hours may waive the
28 meal period by mutual consent. *Id.*

48. CAL. LAB. CODE § 512(a) also provides that no employer shall employ any person for a work period of more than ten (10) hours without a second meal period of not less than 30 minutes. An employee who works more than ten (10) hours, but no more than twelve (12) hours, may waive the second meal period by mutual consent.

Id.

49. In addition, CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

(b) An employer shall not require an employee to work during a meal... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission....

(c) If an employer fails to provide an employee a meal... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission[...], the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal... period is not provided.

50. INDUSTRIAL WAGE ORDER No. 5-2001 (11)(A), which is codified under 8 CAL. CODE REGS. § 11050(11)(A), also requires that for every work-shift longer than 5 hours, an employer is to provide its employees an uninterrupted meal break of no less than 30 minutes. In addition, “employees in the health care industry who work shifts in excess of eight (8) total hours in a workday may voluntarily waive their right to one of their two meal periods[]” by written agreement voluntarily signed by the employee and employer. *Id.* § 11050(11)(D).

51. INDUSTRIAL WAGE ORDER No. 5-2001 also states that an employer must relieve the employee of *all* work-related duties during meal breaks; otherwise, the employee will be considered to be “on duty,” which constitutes compensable time. 8 CAL. CODE REGS. § 11050(11)(A).

52. INDUSTRIAL WAGE ORDER No. 5-2001 also mandates that an employer provide change rooms and resting facilities, (8 CAL. CODE. REGS. § 11050(13)), along with a suitable place for eating if their employees are required to remain on the premises during their meal period. *Id.* § 11050(11)(C)

53. For every instance where in employer fails to provide an employee with

1 an uninterrupted meal period in accordance to INDUSTRIAL WAGE ORDER No. 5-2001
2 5(11), as amended, the employer shall pay the employee one hour of pay at the
3 employee's regular rate of compensation for each workday that the meal period is not
4 provided. 8 CAL. CODE REGS. § 11050(11)(B); *see also* CAL. LAB. CODE § 226.7(c).

5 54. At all times relevant hereto, Plaintiff and members of the Class regularly
6 worked more than five-hour increments; however, at all times relevant hereto,
7 Defendants, including DOES 1 through 50, failed to provide uninterrupted meal
8 periods to Plaintiff and members of the Class as required by CAL. LAB. CODE §§ 226.7,
9 512 and 8 CAL. CODE REGS. § 11050(11)(A), as further alleged herein.

10 55. At all times relevant hereto, Plaintiff and members of the Class regularly
11 worked more than ten-hour increments; however, at all times relevant hereto,
12 Defendants, including DOES 1 through 50, failed to provide a second uninterrupted
13 meal periods to Plaintiff and members of the Class as required by CAL. LAB. CODE §§
14 226.7, 512 and 8 CAL. CODE REGS. §§ 11050(11)(A) and (D), as further alleged herein.

15 56. At all times relevant hereto, Defendants failed to provide Plaintiff and
16 members of the Class with change rooms, resting facilities, or a suitable place for
17 eating, as mandated by 8 CAL. CODE REGS. §§ 11050(11)(C) and 11050(13).

18 57. By virtue of requiring Plaintiff and the Class to work through meal
19 periods free from work duties, Defendants have intentionally and improperly denied
20 statutorily mandated meal periods in violation of CAL. LAB. CODE §§ 226.7, 512, and 8
21 CAL. CODE REGS. § 11050(11), *et. seq.* Plaintiff and the Class have suffered, and will
22 continue to suffer, damages in the form of meal break premium payments in an
23 amount according to proof.

24 58. Plaintiff and the Class are also entitled to seek and recover costs
25 pursuant to CAL. CIV. CODE § 1032, *et. seq.*

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1 **XI.**

2 **THIRD CAUSE OF ACTION**

3 **For Failure To Provide Rest Periods**

4 **[CAL. LAB. CODE § 226.7; 8 CAL. CODE REGS. § 11050(12)]**

5 **(By Plaintiff and the Putative Class as Against All Defendants, Including**
6 **DOES 1 through 50)**

7 59. Plaintiff re-alleges and incorporates every allegation contained in each of
8 the preceding paragraphs in this Complaint as fully set forth herein by reference.

9 60. CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

10 (b) An employer shall not require an employee to work during a... rest...
11 period mandated pursuant to an applicable statute, or applicable
regulation, standard, or order of the Industrial Welfare Commission....

12 ***

13 (d) A rest... period mandated pursuant to a state law, including, but not
14 limited to, an applicable statute, or applicable regulation, standard, or
order of the Industrial Welfare Commission[]..., shall be counted as hours
worked, for which there shall be no deduction from wages.

15 61. The California Labor Code also states, in relevant part:

16 If an employer fails to provide an employee a... rest... period in accordance
17 with a state law, including, but not limited to, an applicable statute or
18 applicable regulation, standard, or order of the Industrial Welfare
Commission[]..., the employer shall pay the employee one additional hour
19 of pay at the employee's regular rate of compensation for each workday
that the... rest... period is not provided.

20 CAL. LAB. CODE § 227.7(c).

21 62. Industrial Wage Order No. 5(12)(A), which is codified under 8 CAL. CODE
22 REGS. §§ 11050(12)(A), requires employers to provide rest breaks that shall be
23 counted as hours worked for which there shall be no deduction of wages.

24 63. Subdivision (12)(A) of 8 CAL. CODE REGS. §11050 also requires that an
25 employer provide its employees with a 10-minute rest break for every four-hour
26 increment of time worked, or major fraction thereof. *See also, Brinker Restaurant*
27 *Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1029 (“[e]mployees are entitled to
28 10 minute rests for shifts from three and one-half to six hours in length, 20 minutes

1 for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
2 hours up to 14 hours, and so on[]”).

3 64. Wage Order No. 5 also mandates that an employer provide change
4 rooms and resting facilities. 8 CAL. CODE. REGS. § 11050(13).

5 65. CAL. LAB. CODE §226.7(c) and 8 CAL. CODE REGS. §11050(12)(B), further
6 require that for every workday in which it fails to provide a rest period during any
7 four-hour increment, the employer must pay the employee premium at a rate of an
8 hour’s pay at the employee’s regular rate of pay.

9 66. Plaintiff and members of the Class regularly worked four-hour
10 increments and were not provided with statutorily mandated rest breaks during their
11 shifts. Plaintiff and members of the Class were unable to avail themselves of such
12 breaks for various reasons, including but not limited to, the pressures from their
13 workloads and from management.

14 67. At all times relevant hereto, Defendants also failed to provide Plaintiff
15 and members of the Class with change rooms or resting facilities, as mandated by 8
16 CAL. CODE REGS. § 11050(3).

17 68. By virtue of Defendants’ unlawful failure to authorize, permit, and
18 provide rest periods as required by law, Plaintiff and members of the Class have
19 suffered, and will continue to suffer, damages in the form of rest break premium
20 payments in an amount according to proof.

21 69. Plaintiff and the Class are also entitled to seek and recover costs
22 pursuant to CAL. CIV. CODE § 1032, *et. seq.*

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XII.

FOURTH CAUSE OF ACTION

For Failure To Provide Accurate Itemized Statements

(CAL. LAB. CODE § 226)

**(By Plaintiff and the Putative Class as Against All Defendants, Including
DOES 1 through 50)**

70. Plaintiff re-alleges and incorporates every allegation contained in each of the preceding paragraphs in this Complaint as fully set forth herein by reference.

71. CAL. LAB. CODE § 226 provides that an employer shall provide its employees with accurate wage statements as follows:

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...[,] (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...[,] and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

72. At all times relevant herein, Defendants, including DOES 1 through 50, violated CAL. LAB. CODE § 226 in that Defendants failed to properly and accurately itemize the number of hours worked by Plaintiffs and the Class at their effective regular rates of pay, including the effective overtime rates of pay.

73. By failing to pay Plaintiff and members of the Class wages for all hours worked, including overtime compensation, Defendants have violated the requirement that the total hours worked and all wages earned be included in the wage statements that must be provided to the Plaintiff and the Class.

74. Defendants willfully, knowingly, and intentionally failed to comply with

1 CAL. LAB. CODE § 226 by failing to pay minimum wages, overtime compensation for
2 hours worked in excess of forty, and by failing to provide meal breaks or paying the
3 appropriate premium wages for missed meal breaks, as required by law, thereby
4 causing damages to Plaintiff and the Class by failing to include all hours worked and
5 wages earned in their wage statements. These damages, including but not limited to
6 costs expended calculating the true hours worked and the amount of employment
7 taxes that were not properly paid to state and federal tax authorities, are difficult to
8 estimate. Therefore, Plaintiff elect to recover penalties on behalf of themselves and
9 on behalf of the Class pursuant to CAL. LAB. CODE § 226 in an amount \$4,000 each,
10 and reasonable attorney's fees and costs pursuant to CAL. LAB. CODE § 226(g) and
11 CAL. CODE CIV. PROC. § 1032, *et. seq.*

12 **XIII.**

13 **FIFTH CAUSE OF ACTION**

14 **Waiting Time Penalties**

15 **[CAL. LAB CODE §§ 201, 202, and 203]**

16 **(By Plaintiff and the Putative Class as Against All Defendants, Including**
17 **DOES 1 through 50)**

18 75. Plaintiff re-alleges and incorporates every allegation contained in each of
19 the preceding paragraphs in this Complaint as fully set forth herein by reference.

20 76. Sections 201 and 202 of the California Labor Code require employers to
21 pay their employees all wages due immediately upon discharge, or within seventy-
22 two hours of resigning without notice.

23 77. Section 203 of the California Labor Code provides that when an
24 employer willfully fails to make a timely payment of final wages pursuant to sections
25 201 and 202 of the California Labor Code, the employer must, as a penalty, continue
26 to pay the employee's wages at an employee's daily rate, up to thirty days.

27 78. Defendants, including DOES 1 through 50, willfully, knowingly, and
28 intentionally failed to fully compensate all wages due to Plaintiff and the Class,

1 including minimum wages, overtime, double time, and meal and rest break
2 premiums, as further alleged herein.

3 79. Since Plaintiff and the members of the Class have yet to be fully
4 compensated for all hours worked, they are entitled to waiting time penalties in the
5 amount of their daily rate of pay up to thirty days pursuant to section 203 of the
6 California Labor Code, in an amount according to proof, and costs pursuant to CAL.
7 CODE CIV. PROC. § 1032, *et. seq.*

8 **XIV.**

9 **SIXTH CAUSE OF ACTION**

10 **For Penalties Pursuant To Private Attorney General Act (“PAGA”)**

11 **[CAL. LAB. CODE §§ 2699, *et. seq.*]**

12 **(By Plaintiff and the Putative Class as Against Defendant SHORELINE**
13 **TREATMENT CENTER, INC., Including DOES 1 through 50)**

14 80. Plaintiff re-alleges and incorporates every allegation contained in each of
15 the preceding paragraphs in this Complaint as fully set forth herein by reference.

16 81. The California Private Attorney General Act of 2004, codified under
17 sections 2698-2699 of the California Labor Code, expressly establishes that any
18 provision of the California Labor code that provides for a civil penalty to be assessed
19 and collected by the Labor and Workforce Development Agency (“LWDA” or the
20 “Agency”), or any of its departments, divisions, commissions, boards agencies or
21 employees for a violation of the California Labor Code. Alternatively, the civil
22 penalties may be recovered through a civil action brought by an aggrieved employee
23 on behalf of himself or herself, and other current or former employees.

24 82. Whenever the LWDA, or any of its departments, divisions, commissions,
25 boards, agencies, or employees has discretion to assess a civil penalty, a court in a
26 civil action is authorized to exercise the same discretion, subject to the same
27 limitations and conditions, to assess the civil penalties.

28 83. Plaintiff and the other members of the Class are “aggrieved employees”

1 as defined by section 2699 of the California Labor Code in that they are all current or
2 former employees of Defendants, and one or more of the alleged violations were
3 committed against them.

4 84. Plaintiff seeks civil penalties for Defendant SHORELINE TREATMENT
5 CENTER, INC.'S violations of the following Labor Code sections and Industrial Wage
6 Orders:

- 7 (a) Failure to timely pay wages at the appropriate rate of pay in
8 violation of CAL. LAB. CODE §§ 204, 510, 558, 1194, 1198, can 8
9 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 10 (b) Failure to provide meal periods as mandated by CAL. LAB. CODE §§
11 226.7 and 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 12 (c) Failure to provide rest periods as mandated by CAL. LAB. CODE §
13 226.7, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 14 (d) Failure to provide prompt payment of wages to employees upon
15 termination and resignation in violation of CAL. LAB. CODE §§ 201,
16 202, 203; and
- 17 (e) Failure to provide accurate itemized wage statements to
18 employees in violation of CAL. LAB. CODE §§ 226 and 226.3.

19 85. On May 29, 2020, Plaintiff electronically submitted written notice to the
20 the Agency setting forth her contentions and claims on behalf of herself and on
21 behalf of all those similarly situated. Copies of this letter was also mailed to
22 Defendant SHORELINE TREATMENT CENTER, INC., on May 29, 2020, via
23 certified mail.

24 86. Pursuant to section 2699 of the California Labor Code, Plaintiff,
25 individually and on behalf of all aggrieved employees, requests and is entitled to
26 recover from Defendants wage compensation for uncompensated wages according to
27 proof, interest, attorney's fees, and costs pursuant to CAL. LABOR CODE § 218.5, as
28 well as all civil penalties against Defendant SHORELINE TREATMENT CENTER,

1 INC., and DOES1 through 50, including but not limited to:

- 2 (a) Where penalties are not already specified in the applicable
3 provision of the California Labor Code, penalties under CAL.
4 LABOR CODE § 2699 in the amount of \$100 for each aggrieved
5 employee per pay-period for the initial violation, and \$200 for
6 each aggrieved employee per pay period for each subsequent
7 violation (*see* CAL. LAB. CODE § 2699(f)(2));
- 8 (b) Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB.
9 CODE § 226, in addition to any other penalty provided by law, of
10 two hundred fifty dollars (\$250) per aggrieved employee for the
11 first violation, and one thousand dollars (\$1,000) per aggrieved
12 employee for each subsequent violation;
- 13 (c) Penalties under Title 8 of the California Code of Regulations, as
14 set forth in the applicable Wage Order, in the amount of \$50 for
15 each aggrieved employee per pay period for an initial violation,
16 and \$100 for each aggrieved employee per pay period for each
17 subsequent violation (*see* CAL. LAB. CODE § 558);
- 18 (d) Penalties under CAL. LABOR CODE § 210 in addition to, and entirely
19 independent and apart from, any other penalty provided in the
20 California Labor Code, in the amount of \$100 for each aggrieved
21 employee per pay period for the initial violation, and \$200 for
22 each aggrieved employee per pay period for each subsequent
23 violation or any willful or intentional violation, plus 25% of the
24 wages wrongfully withheld; and
- 25 (e) Any and all additional penalties and sums as provided by the
26 California Labor Code, and/or other statutes.

27 87. In addition, Plaintiff seek and is entitled to have 75% of all penalties
28 recovered pursuant to §§ 2699, *et seq.*, allocated to the LWDA, and 25% to the

1 aggrieved employees.

2 88. Further, Plaintiff seeks and is entitled to recover reasonable attorneys'
3 fees and costs pursuant to sections 2699, 218.5, 210 and 212 of the California Labor
4 Code, and any other applicable statute, including CAL. CODE CIV. PROC. § 1032, *et*.
5 *seq.*

6 **XV.**

7 **SEVENTH CAUSE OF ACTION**

8 **For Unlawful Business Practices**

9 **[CAL. BUS & PROF CODE § 17200 *et. seq.*]**

10 **(By Plaintiffs and the Putative Class as Against All Defendants, Including**
11 **DOES 1 through 50)**

12 89. Plaintiff re-alleges and incorporates every allegation contained in each of
13 the preceding paragraphs in this Complaint as fully set forth herein by reference.

14 90. Each Defendant named herein is considered a “person,” as that term is
15 defined under CAL. BUS. & PROF. CODE § 17021.

16 91. CAL. BUS. & PROF. CODE § 17200 defines unfair competition as any
17 unlawful, unfair, or fraudulent business act or practice.

18 92. Plaintiff and the members of the Class have suffered an injury-in-fact as
19 a result of Defendants’ conduct in violation of the Unfair Competition Law (CAL. BUS.
20 & PROF. CODE § 17200 *et. seq.*). Specifically, Plaintiff and the Class have lost money
21 and/or property as a result of Defendants’ wrongful conduct. The injuries suffered by
22 Plaintiff and the Class were directly related to Defendants’ wrongful conduct.

23 93. At all times relevant hereto, by and through the conduct described
24 herein, Defendants, including DOES 1 through 50, have engaged in unfair, fraudulent
25 and unlawful practices, in violation of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.*, and
26 have thereby deprived Plaintiff and members of the Class of fundamental rights and
27 privileges guaranteed to all employees under the California Labor Code.

28 94. All of the acts described herein as violations of, among other things, the

1 California Labor Code and applicable IWC Wage Orders, are unlawful and in
2 violation of public policy, and are immoral, unethical, oppressive, and unscrupulous,
3 and thereby constitute unfair, unlawful, and/or fraudulent business practices in
4 violation of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.* Specifically, Defendants' unfair,
5 unlawful, and/or fraudulent business practices include the following violations:

- 6 (a) Failure to timely pay wages at the appropriate rate of pay in
7 violation of CAL. LAB. CODE §§ 204, 510, 511, 558, 1194, 1198, can 8
8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 9 (b) Subjecting and requiring aggrieved employees to work alternative
10 workweek schedules that were invalid, illegal, and unlawful in
11 violation of CAL. LAB. CODE § 511 and 8 CAL. CODE REGS §
12 11050(3)(B), *et. seq.*;
- 13 (c) Requiring aggrieved employees to work shifts in excess of twelve
14 (12) hours per day within a twenty-four (24) hour period in
15 violation of CAL. LAB. CODE § 511 and 8 CAL. CODE REGS §
16 11050(3)(B)(9);
- 17 (d) Failure to provide meal periods as mandated by CAL. LAB. CODE §§
18 226.7 and 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 19 (e) Failure to provide rest periods as mandated by CAL. LAB. CODE §
20 226.7, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 21 (f) Failure to provide aggrieved employees with a suitable place for
22 resting and/or eating during their meal and rest breaks in
23 violation of CAL. LAB. CODE §§ 227.6 and 512, and 8 CAL. CODE
24 REGS. §§ 11050(11)(C) and 11050(13);
- 25 (g) Failure to provide prompt payment of wages to employees upon
26 termination and resignation in violation of CAL. LAB. CODE §§ 201,
27 202, 203;

- 1 (h) Failure to provide accurate itemized wage statements to
2 employees in violation of CAL. LAB. CODE §§ 226 and 226.3; and
3 (i) Failure to post the required notices with respect to information
4 regarding mandatory payroll and workplace injuries in violation of
5 CAL. LAB. CODE §§ 207 and 2559, and 8 CAL. CODE REGS. §§ 9881,
6 9881.1, and 11050(22) (*see* CAL. LAB. CODE § 2699(g)(2)).

7 95. By and through the unfair, fraudulent, and unlawful business practices
8 described herein, Defendants, including DOES 1 through 50, have obtained valuable
9 property, money, and services from Plaintiffs and the Class, and has deprived them
10 of valuable rights and benefits guaranteed by the law, all to their detriment.

11 96. Furthermore, Plaintiff is informed and believes, and thereupon alleges,
12 that Defendants have underreported to federal and state authorities the wages
13 earned by Plaintiff and the members of the Class, and therefore, have underpaid state
14 and federal taxes, employer matching funds, unemployment premiums, Social
15 Security, Medicare and Workers' Compensation premiums. This conduct is criminal
16 in nature and subjects Defendants to sanctions, fines, and imprisonment, and is
17 actionable under CAL. BUS. & PROF. CODE §§ 1700, *et seq.* and 17200 *et seq.*

18 97. Plaintiff is informed and believes, and based upon that information and
19 belief alleges, that by requiring Plaintiff and the Class to work without minimum
20 wage compensation, or work overtime without receiving overtime compensation, and
21 failing to provide meal and rest periods, Defendants have engaged in business within
22 the state of California to offer its services at a lower price for the purpose of injuring
23 competitors and/or destroying competition in violation of CAL. BUS. & PROF. CODE §
24 17043.

25 98. Pursuant to CAL. BUS. & PROF. CODE §§ 17071 and 17075, Defendants'
26 failure to pay wages, overtime compensation, related benefits, and employment
27 taxes, is admissible as evidence of Defendants' intent to violate Chapter 4 of the
28 Unfair Business Trade Act.

1 **C. ON THE FOURTH CAUSE OF ACTION:**

2 6. For statutory penalties pursuant to CAL. LAB. CODE § 226;

3 7. For attorneys' fees and costs pursuant to CAL. LAB. CODE § 226(g) and
4 CAL. CODE CIV. PROC. § 1032, *et. seq.*

5 **D. ON THE FIFTH CAUSE OF ACTION:**

6 8. For statutory penalties CAL. LAB. CODE § 203;

7 9. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

8 **E. ON THE SIXTH CAUSE OF ACTION:**

9 10. Penalties pursuant to CAL. LABOR CODE § 2699(f)(2) in the amount of
10 \$100 for each aggrieved employee per pay period for the initial violation, and \$200
11 for each aggrieved employee per pay period for each subsequent violation;

12 11. Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB. CODE §
13 226, in addition to any other penalty provided by law, of two hundred fifty dollars
14 (\$250) per aggrieved employee for the first violation, and one thousand dollars
15 (\$1,000) per aggrieved employee for each subsequent violation;

16 12. Penalties under Title 8 of the California Code of Regulations, as set forth
17 in the applicable Wage Order, in the amount of \$50 for each aggrieved employee per
18 pay period for an initial violation, and \$100 for each aggrieved employee per pay
19 period for each subsequent violation (*see* CAL. LAB. CODE § 558);

20 13. Penalties under CAL. LABOR CODE § 210 in the amount of \$100 for each
21 aggrieved employee per pay period for the initial violation, and \$200 for each
22 aggrieved employee per pay period for each subsequent violation or any willful or
23 intentional violation, plus 25% of the wages wrongfully withheld;

24 14. Any and all additional penalties and sums as provided by the CAL. LABOR
25 CODE and/or other statutes; and

26 15. Reasonable attorney's fees and costs pursuant to SECTIONS 2699, 218.5,
27 210 and 212 of the California Labor Code, and any other applicable statute.
28

1 **F. ON THE SEVENTH CAUSE OF ACTION:**

2 16. That Defendants, including DOES 1 through 50, be ordered and enjoined
3 to pay restitution and penalties to Plaintiffs due to Defendants' unlawful and/or
4 unfair activities, pursuant to Business and Professions Code §§ 17200-05;

5 17. That Defendants, including DOES 1 through 50, further be enjoined to
6 cease and desist from unlawful and/or unfair activities in violation of Business and
7 Professions Code § 17200, *et. seq.*;

8 18. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

9 19. For attorneys' fees pursuant to CAL. CODE CIV. PROC. § 1021.5.

10 **G. ON ALL CAUSES OF ACTION:**

11 20. For an order granting class certification;

12 21. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

13 22. For other and further relief as the Court deems just and proper.

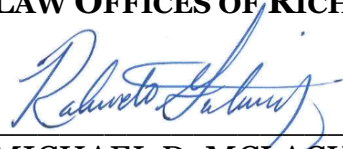
14 **XVII.**

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a trial by jury on all triable claims.

17
18 DATED: December 10, 2020

**MCLACHLAN LAW, APC
GUTIERREZ LAW GROUP, APLC
LAW OFFICES OF RICHARD KIM, PC**

19
20
21 By: 

22 MICHAEL D. MCLACHLAN
23 ROLANDO J. GUTIERREZ
24 RICHARD KIM

Attorneys for Plaintiff and the Putative Class