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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF MADERA

10
11 ANITA SENGRATH, individually and on
behalf of other persons similarly situated,

12 Plaintiff,

13 v.

14 AUDEAMUS, INC. dba SEBASTIAN, a
California corporation; and DOES 1 through
15 50, inclusive,

16 Defendants.

Case No. MCV084282

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

1) FAILURE TO PAY MINIMUM WAGES
IN VIOLATION OF LABOR CODE §§
1194, 1194.2 & 1197

2) FAILURE TO PAY OVERTIME
WAGES IN VIOLATION OF LABOR
CODE §§ 510 & 1194

3) FAILURE TO ISSUE ACCURATE
WAGE STATEMENTS IN VIOLATION
OF LABOR CODE § 226

4) FAILURE TO TIMELY PAY WAGES
DUE AT TERMINATION IN VIOLATION
OF LABOR CODE §§ 201, 202, & 203

5) UNFAIR COMPETITION IN
VIOLATION OF BUS. & PROF. CODE §
17200

6) CIVIL PENALTIES FOR FAILURE TO
PAY ALL WAGES OWED DURING
EMPLOYMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE § 2698, et seq.)

7) CIVIL PENALTIES FOR FAILURE TO
PAY ALL WAGES OWED AT
TERMINATION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE § 2698, et seq.)

8) CIVIL PENALTIES FOR FAILURE TO
PAY ALL WAGES OWED AT TIME
EMPLOYEE OUIITS UNDER THE

FAX BY

1 PRIVATE ATTORNEYS GENERAL ACT
2 (LABOR CODE § 2698, et seq.)

3 9) CIVIL PENALTIES FOR FAILURE TO
4 ISSUE ACCURATE WAGE
5 STATEMENTS UNDER THE PRIVATE
6 ATTORNEYS GENERAL ACT (LABOR
7 CODE § 2698, et seq.)

8 10) CIVIL PENALTIES FOR FAILURE
9 TO PAY MINIMUM WAGES UNDER
10 THE PRIVATE ATTORNEYS GENERAL
11 ACT (LABOR CODE § 2698, et seq.)

12 11) CIVIL PENALTIES FOR FAILURE
13 TO PAY ALL WAGES FOR SICK PAY
14 UNDER THE PRIVATE ATTORNEYS
15 GENERAL ACT (LABOR CODE § 2698, et
16 seq.)

17 12) CIVIL PENALTIES FOR FAILURE
18 TO PAY ALL WAGES FOR COVID-19
19 SUPPLEMENTAL SICK PAY UNDER
20 THE PRIVATE ATTORNEYS GENERAL
21 ACT (LABOR CODE § 2698, et seq.)

22 13) CIVIL PENALTIES FOR FAILURE
23 TO PAY OVERTIME WAGES UNDER
24 THE PRIVATE ATTORNEYS GENERAL
25 ACT (LABOR CODE § 2698, et seq.)

26 14) CIVIL PENALTIES FOR FAILURE
27 TO PAY WAITING TIME PENALTIES
28 UNDER THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE § 2698, et
seq.)

JURY TRIAL DEMANDED

19 Plaintiff ANITA SENGRATH ("Plaintiff"), on behalf of herself and all others similarly
20 situated, alleges against Defendants AUDEAMUS, INC. dba SEBASTIAN, a California
21 corporation; and DOES 1-50, and each of them, as follows.

PARTIES

23 1. Plaintiff is an individual who, at all times relevant herein, was residing in Fresno
24 County, California.

25 2. Defendant AUDEAMUS, INC. dba SEBASTIAN ("Audeamus") is now, and at all
26 times relevant to this Complaint was, a California corporation doing business throughout California,
27 including within the county of Madera, with its principal place of business in city of Kerman,
28 California.

1 3. Plaintiff is ignorant of the true names or capacities, whether individual, partnership,
2 limited partnership, corporate, or otherwise, of the Defendants sued herein as Does 1 through 50,
3 inclusive, and each of them, and therefore sues such Defendants by such fictitious names pursuant
4 to Code of Civil Procedure section 474. Plaintiff is informed, believes, and thereon alleges, that
5 each of Defendants, including Does 1 through 50, inclusive, are and were negligently, tortiously,
6 comparatively, carelessly, recklessly, willfully, knowingly, intentionally, or proximately the cause
7 of or contributed to cause the damages hereinafter alleged, or in some other manner are responsible
8 in whole or in part for the damages which have been, are being, and will be suffered by Plaintiff as
9 alleged herein. When the true names or capacities of the Doe Defendants are ascertained, Plaintiff
10 will seek leave to amend this Complaint to insert the same herein with appropriate charging
11 allegations.

12 4. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants
13 named herein, including each of the Doe Defendants, were acting at all relevant times herein, as the
14 agent, ostensible agent, joint venturer, joint employer, alter ego, servant, employee, co-conspirator,
15 or associate of each of the other Defendants, and were at all times acting within the course and scope
16 of said agency, servitude, employment, joint venture, association, or conspiracy and with the
17 permission and consent of the other Defendants.

18 5. Plaintiff is informed and believes, and thereon alleges that, at all times relevant to
19 this Complaint, Defendants, including each of the Doe Defendants, were or are the joint employers
20 of Plaintiff and all aggrieved employees, in that Defendants exercised sufficient control over
21 Plaintiff's and the aggrieved employees' wages, hours, and working conditions, or suffered or
22 permitted Plaintiff and the aggrieved employees to work, so as to be considered the joint employers
23 of Plaintiff. As such, Defendants, and each of them, are directly liable for the violations of law
24 alleged herein.

25 6. Plaintiff is informed and believes, and thereon alleges, that Defendants or each of
26 their managing agents and supervisors aided, abetted, condoned, permitted, approved, authorized,
27 or ratified the unlawful acts described herein.

28

7. Plaintiff is informed and believes, and thereon alleges that, at all times relevant to this Complaint, the various acts and representations of Defendants, including each of the Doe Defendants, and each agent or representative of Defendants, were the result of, and in furtherance of, an agreement whereby the Defendants and each agent or representative of the Defendants knowingly conspired to engage in the acts described herein, including, but not limited to, Defendants' violation of the California Labor Code or Industrial Welfare Commission ("IWC") Wage Order No. 16 and any other applicable IWC Wage Order(s).

VENUE

8. Venue is proper in this county because, among other reasons, the alleged violations of the California Labor Code or IWC Wage Order No. 16 and any other applicable IWC Wage Order(s) occurred throughout California, including in Madera and Fresno counties, and Plaintiff worked for Defendants in those counties.

BACKGROUND ALLEGATIONS

9. On June 25, 2018, Plaintiff began working for Defendant as an apprentice electrician in the state of California.

10. At all times relevant to this Complaint, Plaintiff was a nonexempt employee of Defendant.

11. Defendant's employee handbook allowed employees to receive pay in lieu of vacation hours. The handbook explicitly stated, "For employees paid on an hourly basis, the daily rate of PTO pay will be calculated by multiplying the hourly rate of pay by 8 hours." Plaintiff is informed and believes, and thereon alleges, that Defendant failed to pay its employees for vacation time at their hourly rate of pay for the pay period in which the vacation was taken.

12. Defendant's employee handbook informed employees that "[Paid Sick Leave] will be paid at the employee's regular hourly rate of pay." Plaintiff is informed and believes, and thereon alleges, that Defendants did not pay sick leave time based upon the regular rate of pay for the workweek in which the sick leave was taken but was instead paid sick leave at a lower base rate.

13. At all times relevant to this Complaint, Defendant had and has statutory obligations to pay Plaintiff and the aggrieved employees at a rate of no less than minimum wage for all hours

1 worked, and a rate of one-and-a-half times their regular rate of pay for the pay period, for all hours
2 worked in excess of eight (8) in a workday, forty (40) in a workweek, or for the first eight (8) hours
3 on the seventh day of work in any one workweek.

4 14. Defendant improperly, and in violation of California law, failed to issue accurate
5 wage statements to Plaintiff and the aggrieved employees by, among other things, failing to account
6 for all hours worked and wages earned, including failing to include multiple pay rates in the same
7 pay period in calculating the regular rate of pay.

8 15. Defendant improperly, and in violation of California law, failed to pay Plaintiff and
9 the aggrieved employees upon termination of employment by, among other things, failing to account
10 for all hours worked, failing to include all variable pay rates to determine the employees' regular
11 rate of pay, and failing to include payments of non-discretionary bonus amounts in the regular rate
12 of pay calculation.

13 16. Plaintiff did not secret or absent herself from Defendant nor did she refuse to accept
14 the earned but unpaid wages from Defendant. Accordingly, Defendant is liable for waiting time
15 penalties for the unpaid wages pursuant to Labor Code sections 201, 202, 203 and section 20 of the
16 applicable IWC Order.

17 17. As a result of Defendant's actions, Plaintiff has suffered damages, including lost pay,
18 wages, and interest.

19 18. On August 30, 2019, Plaintiff's employment with Defendant ended.

20 19. Plaintiff timely filed a request for the Labor and Workforce Development Agency
21 ("LWDA") to conduct an investigation into her wage and hour allegations against Defendant. The
22 LWDA did not respond within the requisite timeframe and Defendant did not seek to cure its
23 deficiencies within the allotted timeframe.

24 20. Plaintiff has complied with all prerequisites to jurisdiction of this Court under
25 California Government Code section 12900, *et seq.*, and has, therefore, exhausted her administrative
26 remedies.

27 **CLASS ACTION ALLEGATIONS**

28 21. Aside from her individual claims, Plaintiff also brings this action on behalf of herself

1 and on behalf of all other similarly situated persons as a class action pursuant to Code of Civil
2 Procedure Section 382. The members of the Class belong to the Non-Exempt Employees Class,
3 Late Pay Class, and Wage Statement Class, defined below.

4 **Non-Exempt Employee Class:** All current and former non-exempt employees, including
5 any employees improperly classified as exempt, of Defendant AUDEAMUS within the State
6 of California at any time commencing four (4) years preceding the filing of Plaintiff's
7 complaint up until the time that notice of the class action is provided to the class (collectively
8 referred to as "Non-Exempt Employee Class").

9 **Late Pay Class:** All former non-exempt employees, including any employees improperly
10 classified as exempt, of Defendant AUDEAMUS within the State of California at any time
11 commencing three (3) years preceding the filing of Plaintiff's complaint up until the time
12 that notice of the class action is provided to the class, who did not receive all their wages
13 upon termination or resignation of their employment (collectively referred to as "Late Pay
14 Class").

15 **Wage Statement Class:** All current and former non-exempt employees, including any
16 employees improperly classified as exempt, of Defendant AUDEAMUS within the State of
17 California to whom, at any time commencing one (1) year preceding the filing of Plaintiff's
18 complaint up until the time that notice of the class action is provided to the class, Defendant
19 AUDEAMUS provided wage statements (collectively referred to as "Wage Statement
20 Class").

21 22. This action has been brought and may be maintained as a class action pursuant to
22 Code of Civil Procedure section 382 because there is a well-defined community of interests among
23 many persons who comprise a readily ascertainable class:

24 **Numerosity**

25 a. The Class members are so numerous that the individual joinder of all of them as
26 named plaintiffs is impracticable. While the exact number of Class members is unknown to
27 Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that there are not
28 less than 100 Class Members who have been employed by Defendant AUDEAMUS within

1 the State of California during the Class Period.

2 **Commonality**

3 b. Common questions of law and fact exist as to members of the Class and predominate
4 over any questions that affect only individual members of the Class. These common
5 questions include, but are not limited to:

- 6 i. Did Defendants violate Labor Code section 1194 by not compensating Class
7 members all overtime wages?
- 8 ii. Did Defendants violate Labor Code sections 1194 and 1197 by not paying
9 Class Members minimum wages for all hours worked?
- 10 iii. Did Defendants violate Labor Code sections 201 and 202 by failing to pay
11 Class Members upon termination or resignation all wages earned?
- 12 iv. Are Defendants liable to Class Members for penalty wages under Labor Code
13 section 203?
- 14 v. Did Defendants violate Labor Code section 226, subdivision (a), by not
15 furnishing Class Members with accurate wage statements?
- 16 vi. Did Defendants violate the Unfair Competition Law, Business and
17 Professions Code section 17200, *et seq.*, by their unlawful practices as alleged
18 herein?
- 19 vii. Are Class Members entitled to restitution of penalty wages under Business
20 and Professions Code section 17203?
- 21 viii. Are Class Members entitled to costs and attorneys' fees?
- 22 ix. Are Class Members entitled to interest?

23 **Typicality**

24 c. Plaintiff is a member of all of the classes identified in Paragraph 26 of this Complaint,
25 and the claims of Plaintiff are typical of the claims of the other class members who Plaintiff
26 seeks to represent. Plaintiff was formerly employed by Defendants and was subject to the
27 same unlawful practices as other employees of Defendants. Plaintiff and other members of
28 the Class suffered the same injuries and seek the same relief.

1 **Adequacy of Representation**

2 d. Plaintiff will adequately and fairly protect the interest of the members of the Class.
3 Plaintiff has no interest adverse to the interest of absent class members and Plaintiff is
4 represented by attorneys who have substantial class action experience in civil litigation and
5 employment law.

6 **Superiority of Class Action**

7 e. A class action is superior to other available means (if any) for fair and efficient
8 adjudication of the claims of the Class and would be beneficial for the parties and the court.
9 Class action treatment will allow a large number of similarly situated persons to prosecute
10 their common claims in a single forum simultaneously, efficiently, and without the
11 unnecessary duplication of effort and expense that numerous individual actions would
12 require. The monetary amounts due to many individual Class members are likely to be
13 relatively small, and the burden and expense of litigation would make it difficult or
14 impossible for Class members to seek and obtain relief through individual lawsuits. A class
15 action will serve an important public interest by providing Class members an effective
16 mechanism for redress of violation of their statutory rights.

17 23. Plaintiff is presently unaware of any difficulties that are likely to be encountered in
18 the management of this action that would preclude its maintenance as a class action, but reserve the
19 right to modify his allegations or the class definitions based on further investigation, discovery, or
20 legal developments.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 **IN VIOLATION OF LABOR CODE §§ 1194, 1194.2 & 1197**

24 (Against Defendant Audeamus)

25 24. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
26 herein by this reference.

27 25. Defendant failed to pay Plaintiff minimum wages for all hours worked, including
28 time Defendant paid Plaintiff for vacation or sick leave without adjusting the payments to reflect

1 Plaintiff's regular rate of pay for the then-current pay period.

2 26. California Labor Code section 1197 provides that "[t]he minimum wage for
3 employees fixed by the commission is the minimum wage to be paid to employees, and payment of
4 less than the minimum so fixed is unlawful."

5 27. The applicable minimum wage fixed by the commission for employees, such as
6 Plaintiff is found in section 4(A) of IWC Wage Order No. 16.

7 28. The minimum wage provisions of the California Labor Code are enforceable by
8 private action pursuant to California Labor Code section 1194(a), which states:

9
10 Notwithstanding any agreement to work for a lesser wage, any
11 employee receiving less than the legal minimum wage or the legal
12 overtime compensation applicable to the employee is entitled to
13 recover in a civil action the unpaid balance of the full amount of this
14 minimum wage or overtime compensation, including interest thereon,
15 reasonable attorney's fees, and costs of suit.

16 29. As described in California Labor Code sections 1185 and 1194.2, any such action
17 incorporates the applicable Wage Order of the Industrial Welfare Commission.

18 30. California Labor Code section 1194.2 also provides for the following remedies:

19 In any action under . . . Section 1194 to recover wages because of the
20 payment of a wage less than the minimum wage fixed by an order of
21 the commission, an employee shall be entitled to recover liquidated
22 damages in an amount equal to the wages unlawfully unpaid and
23 interest thereon.

24 31. As such, Plaintiff may bring this action for minimum wages and overtime, interest,
25 costs of suit, and attorneys' fees pursuant to California Labor Code section 1194(a).

26 32. As a result of the unlawful acts of Defendant, Plaintiff has been deprived of wages
27 in amounts to be proven at trial and is entitled to recover liquidated damages in an amount equal to
28 the minimum wages unlawfully unpaid, and interest thereon, pursuant to California Labor Code
29 section 1194.2 and reasonable attorneys' fees, costs of suit, and penalties pursuant to section 1197.1.

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31 ///

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF LABOR CODE §§ 510, 1194 and 1198

(Against Defendant Audeamus)

33. The allegations of each of the foregoing paragraphs are re-alleged and incorporated herein by this reference.

34. California Labor Code section 510, subsection (a), provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

35. California Labor Code section 1194, subsection (a), provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

36. Plaintiff is informed and believes, and thereon alleges, that Plaintiff systematically worked for periods of more than eight (8) hours in a workday, forty (40) hours in a workweek, or worked on the seventh day of a workweek without being compensated at the rate of one-and-a-half times her regular rate of pay, due to Defendant's failure to include Plaintiff's variable hourly rate of pay in its calculation of the regular rate of pay.

37. Accordingly, Defendant violated California Labor Code sections 510, 1194 and 1198, including applicable Wage Orders, by failing to pay Plaintiff at the appropriate rate of pay on

1 the basis of the number of hours worked each workweek, or on the basis of work performed on the
2 seventh day of a workweek. By its failure to properly compensate Plaintiff at the correct rate of pay,
3 Defendant is liable for the difference between wages paid to Plaintiff and the wages actually owed
4 had Defendant properly compensated Plaintiff.

5 38. As a result of the unlawful acts of Defendant, Plaintiff has been deprived of
6 additional wages in amounts to be proven at trial and is entitled to recover such amounts, plus
7 interest and penalties thereon, attorneys' fees, and costs of suit in addition to any other relief
8 requested below.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

11 **IN VIOLATION OF LABOR CODE § 226**

12 (Against Defendant Audeamus)

13 39. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
14 herein by this reference.

15 40. Defendant is required to maintain accurate records of, among other things, wages
16 earned at each hourly rate and the accurate number of total hours worked by Plaintiff.

17 41. Defendant is required to furnish such records to Plaintiff semi-monthly or at the time
18 of payment of wages and to properly itemize the paycheck as required by the California Labor Code,
19 IWC Order 16, and the California Code of Regulations, including, but not limited to, California
20 Labor Code section 226.

21 42. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to
22 accurately maintain and furnish records of the wages earned by Plaintiff. Plaintiff is informed and
23 believes that, as a result of the aforementioned practices alleged throughout this Complaint,
24 Defendant failed to provide and maintain accurate records of total hours worked, net wages and
25 gross wages earned, and all applicable hourly rates and the corresponding number of hours worked
26 at each hourly rate for each pay period for Plaintiff.

27 43. As a direct and proximate result of Defendant's failure to issue accurate, itemized
28 wages statements to Plaintiff, Plaintiff suffered damages.

44. Plaintiff is, therefore, entitled to penalties pursuant to Labor Code section 226 along

1 with interest on those penalties and attorneys' fees, as required by Labor Code section 226, in
2 addition to the relief requested below.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO TIMELY PAY WAGES DUE AT TERMINATION**

5 **IN VIOLATION OF LABOR CODE §§ 201, 202, & 203**

6 (Against Defendant Audeamus)

7 45. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
8 herein by this reference.

9 46. California Labor Code section 201 provides, in pertinent part: "If an employer
10 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
11 immediately . . ." Cal. Lab. Code § 201.

12 47. California Labor Code section 202 provides, in pertinent part, as follows:

13
14 If an employee not having a written contract for a definite period quits
15 his or her employment, his or her wages shall become due and payable
16 not later than 72 hours thereafter, unless the employee has given 72
17 hours previous notice of his or her intention to quit, in which case the
18 employee is entitled to his or her wages at the time of quitting.
19 Notwithstanding any other provision of law, an employee who quits
20 without providing a 72-hour notice shall be entitled to receive
21 payment by mail if he or she so requests and designates a mailing
22 address. The date of the mailing shall constitute the date of payment
23 for purposes of the requirement to provide payment within 72 hours
24 of the notice of quitting.

25 48. California Labor Code section 203 provides, in pertinent part, as follows:

26
27 If an employer willfully fails to pay, without abatement or reduction,
28 in accordance with Sections 201, 201.5, 202, and 205.5, any wages of
an employee who is discharged or quit, the wages of the employee
shall continue as a penalty from the due date thereof at the same rate
until paid or until an action therefore is commenced; but the wages
shall not continue for more than 30 days. An employee who secretes
or absents herself or herself to avoid payment to her or her, or who
refuses to receive the payment when fully tendered to her or her,
including any penalty then accrued under this section, is not entitled
to any benefit under this section for the time during which he or she
so avoids payment. Suit may be filed for these penalties at any time
before the expiration of the statute of limitations on an action for the
wages from which the penalties arises.

49. Plaintiff is informed and believes, and on that basis alleges, that since her employment with Defendant was terminated that she has not received compensation for all wages earned, including, but not limited to, minimum wages, overtime, and double time wages, owed in accordance with the provisions of California Labor Code sections 201, 202, and 203.

50. Plaintiff is informed and believes, and on that basis alleges, that this failure to pay was willful and intentional on the part of Defendant.

51. In addition, Plaintiff is informed and believes, and on that basis alleges, that since her employment with Defendant was terminated, Defendant has continually failed to pay the minimum wage, regular and overtime compensation that is due and owing, thereby entitling her to waiting time penalties for the unpaid wages owed pursuant to California Labor Code sections 201, 202, and 203.

52. Plaintiff did not secret or absent herself from Defendant nor did she refuse to accept the earned and unpaid wages from Defendant. Accordingly, Defendant is liable for waiting time penalties for the unpaid wages pursuant to California Labor Code sections 201, 202, and 203.

53. In addition, Plaintiff has incurred, and will continue to incur, legal expenses, including costs. Plaintiff is presently unaware of the precise amount of these fees and expenses and prays for leave of this Court to amend the Complaint when the amounts are fully known. Plaintiff is entitled to recover expenses, and costs according to proof.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION IN VIOLATION OF BUS. & PROF. CODE § 17200

(Against Defendant Audeamus)

54. The allegations of each of the foregoing paragraphs are re-alleged and incorporated herein by this reference.

55. Defendant has engaged and continues to engage in unfair business practices in California by practicing, employing, or utilizing the employment policy of failing to pay Plaintiff employment compensation as required by the California law cited herein above and by violating applicable provisions of the California Labor Code, including, but not limited to, California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, and certain provisions

1 of the IWC Wage Order 16 or any other applicable Wage Order, as alleged herein. Defendant's
2 utilization of such illegal and unfair business practices constitutes unfair competition and provides
3 Defendant with an unfair advantage over its competitors.

4 56. Plaintiff seeks, on her own behalf and on behalf of the putative class, full restitution
5 and disgorgement of all employment compensation wrongfully withheld, as necessary and
6 according to proof, to restore any and all monies withheld, acquired, or converted by Defendant by
7 means of the unfair and unlawful practices complained of herein. The restitution and disgorgement
8 requested includes all wages earned and unpaid, including interest thereon. The acts complained of
9 herein occurred, at least in part, within the last four (4) years preceding the filing of the Complaint
10 in this action and continue to the present.

11 57. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
12 mentioned Defendant has engaged in unlawful and unfair business practices as proscribed by
13 California Business and Professions Code § 17200 *et seq.* by depriving Plaintiff of the minimum
14 working conditions and standards due to her under the California Labor Code and IWC Wage Orders
15 as identified herein.

16 58. California Business and Professions Code § 17200 *et seq.* prohibits acts of unfair
17 competition, which mean and include any unlawful, unfair, or fraudulent business act or practice.
18 Under California law, it is an unfair business act to unlawfully withhold wages from an employee,
19 thus entitling Plaintiff to a restitution remedy authorized by California Business and Professions
20 Code section 17203. Plaintiff is, therefore, entitled to the relief requested below.

21 59. In addition, Plaintiff has incurred, on behalf of herself, and will continue to incur,
22 legal expenses and attorneys' fees. Plaintiff, on behalf of herself, is presently unaware of the precise
23 amount of these fees and expenses and prays for leave of this Court to amend the Complaint when
24 the amounts are fully known. Pursuant to California Labor Code sections 512 and California Code
25 of Civil Procedure section 1021.5, Plaintiff is entitled to recover attorneys' fees, expenses, and costs
26 according to proof.

27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**

2 **CIVIL PENALTIES FOR FAILURE TO PAY ALL WAGES OWED DURING**
3 **EMPLOYMENT**

4 **(LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

5 (Plaintiff, Individually and on Behalf of All Similarly Aggrieved Employees, Against Defendant)

6 60. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
7 herein by this reference.

8 61. At all relevant times, Defendant was subject to the provisions of the California
9 Labor Codes mentioned herein. California Labor Code section 2699(a) specifically provides for a
10 private right of action to recover penalties for violations of the Labor Code:

11
12 Notwithstanding any other provision of law, any provision of this
13 code that provides for a civil penalty to be assessed and collected by
14 the Labor and Workforce Development Agency or any of its
15 departments, divisions, commissions, boards, agencies, or employees,
16 for a violation of this code, may, as an alternative, be recovered
17 through a civil action brought by an aggrieved employee on behalf of
18 himself or herself and other current or former employees.

19 California Labor Code section 2699.3(a) states:

20 A civil action by an aggrieved employee pursuant to subdivision (a)
21 or (f) of Section 2699 alleging a violation of any provision listed in
22 Section 2699.5 shall commence only after the following requirements
23 have been met: (1) The aggrieved employee or representative shall
24 give written notice by certified mail to the Labor and Workforce
25 Development Agency and the employer of the specific provisions of
26 this code alleged to have been violated, including the facts and
27 theories to support the alleged violation. 2(A) The agency shall notify
28 the employer and the aggrieved employee or the representative by
29 certified mails that it does not intend to investigate the alleged
30 violation within 30 calendar days of the postmark date of the notice
31 received pursuant to paragraph (1). Upon receipt of that notice or if
32 no notice is provided within 33 calendar days of the postmark date the
33 notice given pursuant to paragraph (1), the aggrieved employee may
34 commence a civil action pursuant to Section 2699.

35 62. Plaintiff has exhausted her administrative remedies pursuant to California Labor
36 Code section 2699.3.

1 63. Plaintiff is entitled to recover these penalties for herself and the Aggrieved
2 Employees through a civil action filed on her own behalf. These penalties are in addition to all
3 other remedies permitted by law.

4 64. Defendant set the policies for, established, controlled, consented to, approved, or
5 ratified the non-payment of the wages due to Plaintiff and the Aggrieved Employees in violation
6 of the California Labor Code and the applicable Wage Order.

7 65. Defendant failed to comply with several California Labor Code sections including,
8 but not limited to, 201-204, 216, 221, 224, 226, 510, 1194, 1194.2, 1197, and 2810.5 by, amongst
9 other violations: failing to pay Plaintiff the minimum wage due Plaintiff for each hour worked; by
10 failing to provide to Plaintiff and the other Aggrieved Employees a written notice, in the language
11 the employer normally uses to communicate employment-related information to the employee; by
12 failing to pay Plaintiff and the other Aggrieved Employees at the correct hourly rate for those
13 hours worked in excess of eight (8) in a workday, in excess of forty (40) in a workweek, or for
14 hours worked on the seventh day of a workweek as required under California law; by failing to
15 provide Plaintiff and the other Aggrieved Employees with itemized wage statements to which
16 Plaintiff and the other Aggrieved Employees were entitled under California law; by failing to
17 provide Plaintiff and the other Aggrieved Employees with all wages earned, due, and payable
18 twice during each calendar month, on days designated in advance by the employer as the regular
19 paydays to which Plaintiff and the other Aggrieved Employees were entitled under California law;
20 by having the ability to pay, willfully refusing to pay wages due, and payable upon demand, or
21 denying the amount or validity thereof, or that the same is due, with intent to secure for itself, or
22 other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress,
23 hinder, delay, or defraud Plaintiff and the other Aggrieved Employees to whom such indebtedness
24 is due; and by failing to provide Plaintiff and other former aggrieved employees with wages due
25 upon termination of their employment.

26 66. Plaintiff is therefore entitled to the penalties set forth in the California Labor Code
27 including, but not limited to, the penalties set forth California Labor Code sections 210, 225.5,
28 558, and 1197.1, on behalf of herself and the Aggrieved Employees, for each and every pay period

1 that Defendant violated California Labor Code sections 1194, 1194.2 and 1197, or to those
2 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
3 established civil penalty for violation of the foregoing provisions of the California Labor Code.

4 67. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs
5 pursuant to California Labor Code section 2699(g)(1), which states, "A employee who prevails in
6 any action shall be entitled to an award of reasonable attorneys' fees and costs."

7 68. Pursuant to California Labor Code section 218.6, "[i]n any action brought for the
8 nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
9 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
10 annum], which shall accrue from the date that the wages are due and payable[...]" Plaintiff and the
11 Aggrieved Employees are therefore entitled to said interest.

12 **SEVENTH CAUSE OF ACTION**

13 **CIVIL PENALTIES FOR FAILURE TO PAY ALL WAGES OWED AT TERMINATION** 14 **(LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

15 (Plaintiff, Individually and on Behalf of All Similarly
16 Aggrieved Employees, Against All Defendants)

17 69. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
18 herein by this reference.

19 70. At all relevant times, Defendant was subject to the provisions of the California
20 Labor Codes mentioned herein. California Labor Code section 2699(a) specifically provides for a
21 private right of action to recover penalties for violations of the Labor Code:

22 Notwithstanding any other provision of law, any provision of this
23 code that provides for a civil penalty to be assessed and collected by
24 the Labor and Workforce Development Agency or any of its
25 departments, divisions, commissions, boards, agencies, or employees,
26 for a violation of this code, may, as an alternative, be recovered
27 through a civil action brought by an aggrieved employee on behalf of
28 himself or herself and other current or former employees.

California Labor Code section 2699.3(a) states:

1 A civil action by an aggrieved employee pursuant to subdivision (a)
2 or (f) of Section 2699 alleging a violation of any provision listed in
3 Section 2699.5 shall commence only after the following requirements
4 have been met: (1) The aggrieved employee or representative shall
5 give written notice by certified mail to the Labor and Workforce
6 Development Agency and the employer of the specific provisions of
7 this code alleged to have been violated, including the facts and
8 theories to support the alleged violation. 2(A) The agency shall notify
9 the employer and the aggrieved employee or the representative by
10 certified mails that it does not intend to investigate the alleged
11 violation within 30 calendar days of the postmark date of the notice
12 received pursuant to paragraph (1). Upon receipt of that notice or if
13 no notice is provided within 33 calendar days of the postmark date the
14 notice given pursuant to paragraph (1), the aggrieved employee may
15 commence a civil action pursuant to Section 2699.

16 71. Plaintiff has exhausted her administrative remedies pursuant to California Labor
17 Code section 2699.3.

18 72. Plaintiff is entitled to recover these penalties for herself and the Aggrieved
19 Employees through a civil action filed on her own behalf. These penalties are in addition to all
20 other remedies permitted by law.

21 73. Defendant set the policies for, established, controlled, consented to, approved, or
22 ratified the non-payment of the wages due to Plaintiff and the Aggrieved Employees in violation
23 of the California Labor Code and the applicable Wage Order.

24 74. Defendant failed to comply with several California Labor Code sections including,
25 but not limited to, 201-204, 216, 221, 224, 226, 510, 1194, 1194.2, 1197, and 2810.5 by, amongst
26 other violations: failing to pay Plaintiff the minimum wage due Plaintiff for each hour worked; by
27 failing to provide to Plaintiff and the other Aggrieved Employees a written notice, in the language
28 the employer normally uses to communicate employment-related information to the employee; by
failing to pay Plaintiff and the other Aggrieved Employees at the correct hourly rate for those
hours worked in excess of eight (8) in a workday, in excess of forty (40) in a workweek, or for
hours worked on the seventh day of a workweek as required under California law; by failing to
provide Plaintiff and the other Aggrieved Employees with itemized wage statements to which
Plaintiff and the other Aggrieved Employees were entitled under California law; by failing to

1 provide Plaintiff and the other Aggrieved Employees with all wages earned, due, and payable
2 twice during each calendar month, on days designated in advance by the employer as the regular
3 paydays to which Plaintiff and the other Aggrieved Employees were entitled under California law;
4 by having the ability to pay, willfully refusing to pay wages due, and payable upon demand, or
5 denying the amount or validity thereof, or that the same is due, with intent to secure for itself, or
6 other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress,
7 hinder, delay, or defraud Plaintiff and the other Aggrieved Employees to whom such indebtedness
8 is due; and by failing to provide Plaintiff and other former aggrieved employees with wages due
9 upon termination of their employment.

10 75. Plaintiff is therefore entitled to the penalties set forth in the California Labor Code
11 including, but not limited to, the penalties set forth California Labor Code sections 210, 225.5,
12 558, and 1197.1, on behalf of herself and the Aggrieved Employees, for each and every pay period
13 that Defendant violated California Labor Code sections 1194, 1194.2 and 1197, or to those
14 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
15 established civil penalty for violation of the foregoing provisions of the California Labor Code.

16 76. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs
17 pursuant to California Labor Code section 2699(g)(1), which states, "A employee who prevails in
18 any action shall be entitled to an award of reasonable attorneys' fees and costs."

19 77. Pursuant to California Labor Code section 218.6, "[i]n any action brought for the
20 nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
21 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
22 annum], which shall accrue from the date that the wages are due and payable[...]" Plaintiff and the
23 Aggrieved Employees are therefore entitled to said interest.

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1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES FOR FAILURE TO PAY ALL WAGES OWED AT TIME**

3 **EMPLOYEE QUILTS**

4 **(LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

5 (Plaintiff, Individually and on Behalf of All Similarly Aggrieved Employees, Against Defendant)

6 78. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
7 herein by this reference.

8 79. At all relevant times, Defendant was subject to the provisions of the California
9 Labor Codes mentioned herein. California Labor Code section 2699(a) specifically
10 provides for a private right of action to recover penalties for violations of the Labor Code:
11

12 Notwithstanding any other provision of law, any provision of this code that
13 provides for a civil penalty to be assessed and collected by the Labor and
14 Workforce Development Agency or any of its departments, divisions,
15 commissions, boards, agencies, or employees, for a violation of this code,
16 may, as an alternative, be recovered through a civil action brought by an
17 aggrieved employee on behalf of himself or herself and other current or
18 former employees.

19 80. California Labor Code section 2699.3(a) states:

20 A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of
21 Section 2699 alleging a violation of any provision listed in Section 2699.5
22 shall commence only after the following requirements have been met: (1) The
23 aggrieved employee or representative shall give written notice by certified
24 mail to the Labor and Workforce Development Agency and the employer of
25 the specific provisions of this code alleged to have been violated, including
26 the facts and theories to support the alleged violation. 2(A) The agency shall
27 notify the employer and the aggrieved employee or the representative by
28 certified mails that it does not intend to investigate the alleged violation
within 30 calendar days of the postmark date of the notice received pursuant
to paragraph (1). Upon receipt of that notice or if no notice is provided within
33 calendar days of the postmark date the notice given pursuant to paragraph
(1), the aggrieved employee may commence a civil action pursuant to Section
2699.

81. Plaintiff has exhausted her administrative remedies pursuant to California Labor

1 Code section 2699.3.

2 82. Plaintiff is entitled to recover these penalties for herself and the Aggrieved
3 Employees through a civil action filed on her own behalf. These penalties are in addition to all
4 other remedies permitted by law.

5 83. Defendant set the policies for, established, controlled, consented to, approved, or
6 ratified the non-payment of the wages due to Plaintiff and the Aggrieved Employees in violation
7 of the California Labor Code and the applicable Wage Order.

8 84. Defendant failed to comply with several California Labor Code sections including,
9 but not limited to, 201-204, 216, 221, 224, 226, 510, 1194, 1194.2, 1197, and 2810.5 by, amongst
10 other violations: failing to pay Plaintiff the minimum wage due Plaintiff for each hour worked; by
11 failing to provide to Plaintiff and the other Aggrieved Employees a written notice, in the language
12 the employer normally uses to communicate employment-related information to the employee; by
13 failing to pay Plaintiff and the other Aggrieved Employees at the correct hourly rate for those
14 hours worked in excess of eight (8) in a workday, in excess of forty (40) in a workweek, or for
15 hours worked on the seventh day of a workweek as required under California law; by failing to
16 provide Plaintiff and the other Aggrieved Employees with itemized wage statements to which
17 Plaintiff and the other Aggrieved Employees were entitled under California law; by failing to
18 provide Plaintiff and the other Aggrieved Employees with all wages earned, due, and payable
19 twice during each calendar month, on days designated in advance by the employer as the regular
20 paydays to which Plaintiff and the other Aggrieved Employees were entitled under California law;
21 by having the ability to pay, willfully refusing to pay wages due, and payable upon demand, or
22 denying the amount or validity thereof, or that the same is due, with intent to secure for itself, or
23 other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress,
24 hinder, delay, or defraud Plaintiff and the other Aggrieved Employees to whom such indebtedness
25 is due; and by failing to provide Plaintiff and other former aggrieved employees with wages due
26 upon termination of their employment.

27 85. Plaintiff is therefore entitled to the penalties set forth in the California Labor Code
28 including, but not limited to, the penalties set forth California Labor Code sections 210, 225.5,

1 558, and 1197.1, on behalf of herself and the Aggrieved Employees, for each and every pay period
2 that Defendant violated California Labor Code sections 1194, 1194.2 and 1197, or to those
3 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
4 established civil penalty for violation of the foregoing provisions of the California Labor Code.

5 86. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs
6 pursuant to California Labor Code section 2699(g)(1), which states, "A employee who prevails in
7 any action shall be entitled to an award of reasonable attorneys' fees and costs."

8 87. Pursuant to California Labor Code section 218.6, "[i]n any action brought for the
9 nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
10 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
11 annum], which shall accrue from the date that the wages are due and payable[...]" Plaintiff and the
12 Aggrieved Employees are therefore entitled to said interest.

13 NINTH CAUSE OF ACTION

14 **CIVIL PENALTIES FOR FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

15 **(LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

16 (Plaintiff, Individually and on Behalf of All Similarly Aggrieved Employees, Against Defendant)

17 88. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
18 herein by this reference.

19 89. At all relevant times, Defendant was subject to the provisions of the California
20 Labor Codes mentioned herein. California Labor Code section 2699(a) specifically provides for a
21 private right of action to recover penalties for violations of the Labor Code:

22 Notwithstanding any other provision of law, any provision of this code that
23 provides for a civil penalty to be assessed and collected by the Labor and
24 Workforce Development Agency or any of its departments, divisions,
25 commissions, boards, agencies, or employees, for a violation of this code,
26 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.

27 90. California Labor Code section 2699.3(a) states:

28 A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of

1 Section 2699 alleging a violation of any provision listed in Section 2699.5
2 shall commence only after the following requirements have been met: (1) The
3 aggrieved employee or representative shall give written notice by certified
4 mail to the Labor and Workforce Development Agency and the employer of
5 the specific provisions of this code alleged to have been violated, including
6 the facts and theories to support the alleged violation. 2(A) The agency shall
7 notify the employer and the aggrieved employee or the representative by
8 certified mails that it does not intend to investigate the alleged violation
9 within 30 calendar days of the postmark date of the notice received pursuant
10 to paragraph (1). Upon receipt of that notice or if no notice is provided within
11 33 calendar days of the postmark date the notice given pursuant to paragraph
12 (1), the aggrieved employee may commence a civil action pursuant to Section
13 2699.

14 91. Plaintiff has exhausted her administrative remedies pursuant to California Labor
15 Code section 2699.3.

16 92. Plaintiff is entitled to recover these penalties for herself and the Aggrieved
17 Employees through a civil action filed on her own behalf. These penalties are in addition to all
18 other remedies permitted by law.

19 93. Defendant set the policies for, established, controlled, consented to, approved, or
20 ratified the non-payment of the wages due to Plaintiff and the Aggrieved Employees in violation
21 of the California Labor Code and the applicable Wage Order.

22 94. Defendant failed to comply with several California Labor Code sections including,
23 but not limited to, 201-204, 216, 221, 224, 226, 510, 1194, 1194.2, 1197, and 2810.5 by, amongst
24 other violations: failing to pay Plaintiff the minimum wage due Plaintiff for each hour worked; by
25 failing to provide to Plaintiff and the other Aggrieved Employees a written notice, in the language
26 the employer normally uses to communicate employment-related information to the employee; by
27 failing to pay Plaintiff and the other Aggrieved Employees at the correct hourly rate for those
28 hours worked in excess of eight (8) in a workday, in excess of forty (40) in a workweek, or for
hours worked on the seventh day of a workweek as required under California law; by failing to
provide Plaintiff and the other Aggrieved Employees with itemized wage statements to which
Plaintiff and the other Aggrieved Employees were entitled under California law; by failing to
provide Plaintiff and the other Aggrieved Employees with all wages earned, due, and payable
twice during each calendar month, on days designated in advance by the employer as the regular

1 paydays to which Plaintiff and the other Aggrieved Employees were entitled under California law;
2 by having the ability to pay, willfully refusing to pay wages due, and payable upon demand, or
3 denying the amount or validity thereof, or that the same is due, with intent to secure for itself, or
4 other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress,
5 hinder, delay, or defraud Plaintiff and the other Aggrieved Employees to whom such indebtedness
6 is due; and by failing to provide Plaintiff and other former aggrieved employees with wages due
7 upon termination of their employment.

8 95. Plaintiff is therefore entitled to the penalties set forth in the California Labor Code
9 including, but not limited to, the penalties set forth California Labor Code sections 210, 225.5,
10 558, and 1197.1, on behalf of herself and the Aggrieved Employees, for each and every pay period
11 that Defendant violated California Labor Code sections 1194, 1194.2 and 1197, or to those
12 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
13 established civil penalty for violation of the foregoing provisions of the California Labor Code.

14 96. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs
15 pursuant to California Labor Code section 2699(g)(1), which states, "A employee who prevails in
16 any action shall be entitled to an award of reasonable attorneys' fees and costs."

17 97. Pursuant to California Labor Code section 218.6, "[i]n any action brought for the
18 nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
19 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
20 annum], which shall accrue from the date that the wages are due and payable[...]" Plaintiff and the
21 Aggrieved Employees are therefore entitled to said interest.

22 **TENTH CAUSE OF ACTION**

23 **CIVIL PENALTIES FOR FAILURE TO PAY MINIMUM WAGES**

24 **(LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

25 (Plaintiff, Individually and on Behalf of All Similarly Aggrieved Employees, Against Defendant)

26 98. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
27 herein by this reference.

28 99. At all relevant times, Defendant was subject to the provisions of the California

1 Labor Codes mentioned herein. California Labor Code section 2699(a) specifically provides for a
2 private right of action to recover penalties for violations of the Labor Code:

3 Notwithstanding any other provision of law, any provision of this code that
4 provides for a civil penalty to be assessed and collected by the Labor and
5 Workforce Development Agency or any of its departments, divisions,
6 commissions, boards, agencies, or employees, for a violation of this code,
7 may, as an alternative, be recovered through a civil action brought by an
8 aggrieved employee on behalf of himself or herself and other current or
9 former employees.

10 100. California Labor Code section 2699.3(a) states:

11 A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of
12 Section 2699 alleging a violation of any provision listed in Section 2699.5
13 shall commence only after the following requirements have been met: (1) The
14 aggrieved employee or representative shall give written notice by certified
15 mail to the Labor and Workforce Development Agency and the employer of
16 the specific provisions of this code alleged to have been violated, including
17 the facts and theories to support the alleged violation. 2(A) The agency shall
18 notify the employer and the aggrieved employee or the representative by
19 certified mails that it does not intend to investigate the alleged violation
20 within 30 calendar days of the postmark date of the notice received pursuant
21 to paragraph (1). Upon receipt of that notice or if no notice is provided within
22 33 calendar days of the postmark date the notice given pursuant to paragraph
23 (1), the aggrieved employee may commence a civil action pursuant to Section
24 2699.

25 101. Plaintiff has exhausted her administrative remedies pursuant to California Labor
26 Code section 2699.3.

27 102. Plaintiff is entitled to recover these penalties for herself and the Aggrieved
28 Employees through a civil action filed on her own behalf. These penalties are in addition to all
other remedies permitted by law.

103. Defendant set the policies for, established, controlled, consented to, approved, or
ratified the non-payment of the wages due to Plaintiff and the Aggrieved Employees in violation
of the California Labor Code and the applicable Wage Order.

104. Defendant failed to comply with several California Labor Code sections including,
but not limited to, 201-204, 216, 221, 224, 226, 510, 1194, 1194.2, 1197, and 2810.5 by, amongst
other violations: failing to pay Plaintiff the minimum wage due Plaintiff for each hour worked; by

1 failing to provide to Plaintiff and the other Aggrieved Employees a written notice, in the language
2 the employer normally uses to communicate employment-related information to the employee; by
3 failing to pay Plaintiff and the other Aggrieved Employees at the correct hourly rate for those
4 hours worked in excess of eight (8) in a workday, in excess of forty (40) in a workweek, or for
5 hours worked on the seventh day of a workweek as required under California law; by failing to
6 provide Plaintiff and the other Aggrieved Employees with itemized wage statements to which
7 Plaintiff and the other Aggrieved Employees were entitled under California law; by failing to
8 provide Plaintiff and the other Aggrieved Employees with all wages earned, due, and payable
9 twice during each calendar month, on days designated in advance by the employer as the regular
10 paydays to which Plaintiff and the other Aggrieved Employees were entitled under California law;
11 by having the ability to pay, willfully refusing to pay wages due, and payable upon demand, or
12 denying the amount or validity thereof, or that the same is due, with intent to secure for itself, or
13 other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress,
14 hinder, delay, or defraud Plaintiff and the other Aggrieved Employees to whom such indebtedness
15 is due; and by failing to provide Plaintiff and other former aggrieved employees with wages due
16 upon termination of their employment.

17 105. Plaintiff is therefore entitled to the penalties set forth in the California Labor Code
18 including, but not limited to, the penalties set forth California Labor Code sections 210, 225.5,
19 558, and 1197.1, on behalf of herself and the Aggrieved Employees, for each and every pay period
20 that Defendant violated California Labor Code sections 1194, 1194.2 and 1197, or to those
21 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
22 established civil penalty for violation of the foregoing provisions of the California Labor Code.

23 106. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs
24 pursuant to California Labor Code section 2699(g)(1), which states, "A employee who prevails in
25 any action shall be entitled to an award of reasonable attorneys' fees and costs."

26 107. Pursuant to California Labor Code section 218.6, "[i]n any action brought for the
27 nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
28 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per

1 annum], which shall accrue from the date that the wages are due and payable[...]” Plaintiff and the
2 Aggrieved Employees are therefore entitled to said interest.

3 **ELEVENTH CAUSE OF ACTION**

4 **CIVIL PENALTIES FOR FAILURE TO PAY ALL WAGES FOR SICK PAY**

5 **(LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

6 (Plaintiff, Individually and on Behalf of All Similarly Aggrieved Employees, Against Defendant)

7 108. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
8 herein by this reference.

9 109. At all relevant times, Defendant was subject to the provisions of the California
10 Labor Codes mentioned herein. California Labor Code section 2699(a) specifically provides for a
11 private right of action to recover penalties for violations of the Labor Code:

12 Notwithstanding any other provision of law, any provision of this code that
13 provides for a civil penalty to be assessed and collected by the Labor and
14 Workforce Development Agency or any of its departments, divisions,
15 commissions, boards, agencies, or employees, for a violation of this code,
16 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.

17 110. California Labor Code section 2699.3(a) states:

18 A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of
19 Section 2699 alleging a violation of any provision listed in Section 2699.5
20 shall commence only after the following requirements have been met: (1) The
aggrieved employee or representative shall give written notice by certified
21 mail to the Labor and Workforce Development Agency and the employer of
the specific provisions of this code alleged to have been violated, including
22 the facts and theories to support the alleged violation. 2(A) The agency shall
notify the employer and the aggrieved employee or the representative by
23 certified mails that it does not intend to investigate the alleged violation
within 30 calendar days of the postmark date of the notice received pursuant
24 to paragraph (1). Upon receipt of that notice or if no notice is provided within
25 33 calendar days of the postmark date the notice given pursuant to paragraph
26 (1), the aggrieved employee may commence a civil action pursuant to Section
2699.

27 111. Plaintiff has exhausted her administrative remedies pursuant to California Labor
28 Code section 2699.3.

1 112. Plaintiff is entitled to recover these penalties for herself and the Aggrieved
2 Employees through a civil action filed on her own behalf. These penalties are in addition to all
3 other remedies permitted by law.

4 113. Defendant set the policies for, established, controlled, consented to, approved, or
5 ratified the non-payment of the wages due to Plaintiff and the Aggrieved Employees in violation
6 of the California Labor Code and the applicable Wage Order.

7 114. Defendant failed to comply with several California Labor Code sections including,
8 but not limited to, 201-204, 216, 221, 224, 226, 510, 1194, 1194.2, 1197, and 2810.5 by, amongst
9 other violations: failing to pay Plaintiff the minimum wage due Plaintiff for each hour worked; by
10 failing to provide to Plaintiff and the other Aggrieved Employees a written notice, in the language
11 the employer normally uses to communicate employment-related information to the employee; by
12 failing to pay Plaintiff and the other Aggrieved Employees at the correct hourly rate for those
13 hours worked in excess of eight (8) in a workday, in excess of forty (40) in a workweek, or for
14 hours worked on the seventh day of a workweek as required under California law; by failing to
15 provide Plaintiff and the other Aggrieved Employees with itemized wage statements to which
16 Plaintiff and the other Aggrieved Employees were entitled under California law; by failing to
17 provide Plaintiff and the other Aggrieved Employees with all wages earned, due, and payable
18 twice during each calendar month, on days designated in advance by the employer as the regular
19 paydays to which Plaintiff and the other Aggrieved Employees were entitled under California law;
20 by having the ability to pay, willfully refusing to pay wages due, and payable upon demand, or
21 denying the amount or validity thereof, or that the same is due, with intent to secure for itself, or
22 other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress,
23 hinder, delay, or defraud Plaintiff and the other Aggrieved Employees to whom such indebtedness
24 is due; and by failing to provide Plaintiff and other former aggrieved employees with wages due
25 upon termination of their employment.

26 115. Plaintiff is therefore entitled to the penalties set forth in the California Labor Code
27 including, but not limited to, the penalties set forth California Labor Code sections 210, 225.5,
28 558, and 1197.1, on behalf of herself and the Aggrieved Employees, for each and every pay period

1 that Defendant violated California Labor Code sections 1194, 1194.2 and 1197, or to those
2 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
3 established civil penalty for violation of the foregoing provisions of the California Labor Code.

4 116. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs
5 pursuant to California Labor Code section 2699(g)(1), which states, "A employee who prevails in
6 any action shall be entitled to an award of reasonable attorneys' fees and costs."

7 117. Pursuant to California Labor Code section 218.6, "[i]n any action brought for the
8 nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
9 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
10 annum], which shall accrue from the date that the wages are due and payable[...]" Plaintiff and the
11 Aggrieved Employees are therefore entitled to said interest.

12 **TWELFTH CAUSE OF ACTION**

13 **CIVIL PENALTIES FOR FAILURE TO PAY ALL WAGES FOR COVID-19**

14 **SUPPLEMENTAL SICK PAY**

15 **(LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

16 (Plaintiff, Individually and on Behalf of All Similarly Aggrieved Employees, Against Defendant)

17 118. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
18 herein by this reference.

19 119. At all relevant times, Defendant was subject to the provisions of the California
20 Labor Codes mentioned herein. California Labor Code section 2699(a) specifically provides for a
21 private right of action to recover penalties for violations of the Labor Code:

22 Notwithstanding any other provision of law, any provision of this code that
23 provides for a civil penalty to be assessed and collected by the Labor and
24 Workforce Development Agency or any of its departments, divisions,
25 commissions, boards, agencies, or employees, for a violation of this code,
26 may, as an alternative, be recovered through a civil action brought by an
27 aggrieved employee on behalf of himself or herself and other current or
28 former employees.

120. California Labor Code section 2699.3(a) states:

A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of
Section 2699 alleging a violation of any provision listed in Section 2699.5
shall commence only after the following requirements have been met: (1) The

1 aggrieved employee or representative shall give written notice by certified
2 mail to the Labor and Workforce Development Agency and the employer of
3 the specific provisions of this code alleged to have been violated, including
4 the facts and theories to support the alleged violation. 2(A) The agency shall
5 notify the employer and the aggrieved employee or the representative by
6 certified mails that it does not intend to investigate the alleged violation
7 within 30 calendar days of the postmark date of the notice received pursuant
8 to paragraph (1). Upon receipt of that notice or if no notice is provided within
9 33 calendar days of the postmark date the notice given pursuant to paragraph
10 (1), the aggrieved employee may commence a civil action pursuant to Section
11 2699.

12 121. Plaintiff has exhausted her administrative remedies pursuant to California Labor
13 Code section 2699.3.

14 122. Plaintiff is entitled to recover these penalties for herself and the Aggrieved
15 Employees through a civil action filed on her own behalf. These penalties are in addition to all
16 other remedies permitted by law.

17 123. Defendant set the policies for, established, controlled, consented to, approved, or
18 ratified the non-payment of the wages due to Plaintiff and the Aggrieved Employees in violation
19 of the California Labor Code and the applicable Wage Order.

20 124. Defendant failed to comply with several California Labor Code sections including,
21 but not limited to, 201-204, 216, 221, 224, 226, 510, 1194, 1194.2, 1197, and 2810.5 by, amongst
22 other violations: failing to pay Plaintiff the minimum wage due Plaintiff for each hour worked; by
23 failing to provide to Plaintiff and the other Aggrieved Employees a written notice, in the language
24 the employer normally uses to communicate employment-related information to the employee; by
25 failing to pay Plaintiff and the other Aggrieved Employees at the correct hourly rate for those
26 hours worked in excess of eight (8) in a workday, in excess of forty (40) in a workweek, or for
27 hours worked on the seventh day of a workweek as required under California law; by failing to
28 provide Plaintiff and the other Aggrieved Employees with itemized wage statements to which
Plaintiff and the other Aggrieved Employees were entitled under California law; by failing to
provide Plaintiff and the other Aggrieved Employees with all wages earned, due, and payable
twice during each calendar month, on days designated in advance by the employer as the regular
paydays to which Plaintiff and the other Aggrieved Employees were entitled under California law;

1 by having the ability to pay, willfully refusing to pay wages due, and payable upon demand, or
2 denying the amount or validity thereof, or that the same is due, with intent to secure for itself, or
3 other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress,
4 hinder, delay, or defraud Plaintiff and the other Aggrieved Employees to whom such indebtedness
5 is due; and by failing to provide Plaintiff and other former aggrieved employees with wages due
6 upon termination of their employment.

7 125. Plaintiff is therefore entitled to the penalties set forth in the California Labor Code
8 including, but not limited to, the penalties set forth California Labor Code sections 210, 225.5,
9 558, and 1197.1, on behalf of herself and the Aggrieved Employees, for each and every pay period
10 that Defendant violated California Labor Code sections 1194, 1194.2 and 1197, or to those
11 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
12 established civil penalty for violation of the foregoing provisions of the California Labor Code.

13 126. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs
14 pursuant to California Labor Code section 2699(g)(1), which states, "A employee who prevails in
15 any action shall be entitled to an award of reasonable attorneys' fees and costs."

16 127. Pursuant to California Labor Code section 218.6, "[i]n any action brought for the
17 nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
18 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
19 annum], which shall accrue from the date that the wages are due and payable[...]" Plaintiff and the
20 Aggrieved Employees are therefore entitled to said interest.

21 **THIRTEENTH CAUSE OF ACTION**

22 **CIVIL PENALTIES FOR FAILURE TO PAY OVERTIME WAGES**

23 **(LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

24 (Plaintiff, Individually and on Behalf of All Similarly Aggrieved Employees, Against Defendant)

25 128. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
26 herein by this reference.

27 129. At all relevant times, Defendant was subject to the provisions of the California
28 Labor Codes mentioned herein. California Labor Code section 2699(a) specifically provides for a

1 private right of action to recover penalties for violations of the Labor Code:

2 Notwithstanding any other provision of law, any provision of this code that
3 provides for a civil penalty to be assessed and collected by the Labor and
4 Workforce Development Agency or any of its departments, divisions,
5 commissions, boards, agencies, or employees, for a violation of this code,
6 may, as an alternative, be recovered through a civil action brought by an
7 aggrieved employee on behalf of himself or herself and other current or
8 former employees.

9 130. California Labor Code section 2699.3(a) states:

10 A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of
11 Section 2699 alleging a violation of any provision listed in Section 2699.5
12 shall commence only after the following requirements have been met: (1) The
13 aggrieved employee or representative shall give written notice by certified
14 mail to the Labor and Workforce Development Agency and the employer of
15 the specific provisions of this code alleged to have been violated, including
16 the facts and theories to support the alleged violation. 2(A) The agency shall
17 notify the employer and the aggrieved employee or the representative by
18 certified mails that it does not intend to investigate the alleged violation
19 within 30 calendar days of the postmark date of the notice received pursuant
20 to paragraph (1). Upon receipt of that notice or if no notice is provided within
21 33 calendar days of the postmark date the notice given pursuant to paragraph
22 (1), the aggrieved employee may commence a civil action pursuant to Section
23 2699.

24 131. Plaintiff has exhausted her administrative remedies pursuant to California Labor
25 Code section 2699.3.

26 132. Plaintiff is entitled to recover these penalties for herself and the Aggrieved
27 Employees through a civil action filed on her own behalf. These penalties are in addition to all
28 other remedies permitted by law.

133. Defendant set the policies for, established, controlled, consented to, approved, or
ratified the non-payment of the wages due to Plaintiff and the Aggrieved Employees in violation
of the California Labor Code and the applicable Wage Order.

134. Defendant failed to comply with several California Labor Code sections including,
but not limited to, 201-204, 216, 221, 224, 226, 510, 1194, 1194.2, 1197, and 2810.5 by, amongst
other violations: failing to pay Plaintiff the minimum wage due Plaintiff for each hour worked; by
failing to provide to Plaintiff and the other Aggrieved Employees a written notice, in the language

1 the employer normally uses to communicate employment-related information to the employee; by
2 failing to pay Plaintiff and the other Aggrieved Employees at the correct hourly rate for those
3 hours worked in excess of eight (8) in a workday, in excess of forty (40) in a workweek, or for
4 hours worked on the seventh day of a workweek as required under California law; by failing to
5 provide Plaintiff and the other Aggrieved Employees with itemized wage statements to which
6 Plaintiff and the other Aggrieved Employees were entitled under California law; by failing to
7 provide Plaintiff and the other Aggrieved Employees with all wages earned, due, and payable
8 twice during each calendar month, on days designated in advance by the employer as the regular
9 paydays to which Plaintiff and the other Aggrieved Employees were entitled under California law;
10 by having the ability to pay, willfully refusing to pay wages due, and payable upon demand, or
11 denying the amount or validity thereof, or that the same is due, with intent to secure for itself, or
12 other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress,
13 hinder, delay, or defraud Plaintiff and the other Aggrieved Employees to whom such indebtedness
14 is due; and by failing to provide Plaintiff and other former aggrieved employees with wages due
15 upon termination of their employment.

16 135. Plaintiff is therefore entitled to the penalties set forth in the California Labor Code
17 including, but not limited to, the penalties set forth California Labor Code sections 210, 225.5,
18 558, and 1197.1, on behalf of herself and the Aggrieved Employees, for each and every pay period
19 that Defendant violated California Labor Code sections 1194, 1194.2 and 1197, or to those
20 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
21 established civil penalty for violation of the foregoing provisions of the California Labor Code.

22 136. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs
23 pursuant to California Labor Code section 2699(g)(1), which states, "A employee who prevails in
24 any action shall be entitled to an award of reasonable attorneys' fees and costs."

25 137. Pursuant to California Labor Code section 218.6, "[i]n any action brought for the
26 nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
27 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
28 annum], which shall accrue from the date that the wages are due and payable[...]" Plaintiff and the

1 Aggrieved Employees are therefore entitled to said interest.

2 **FOURTEENTH CAUSE OF ACTION**

3 **CIVIL PENALTIES FOR FAILURE TO PAY WAITING TIME PENALTIES**

4 **(LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

5 (Plaintiff, Individually and on Behalf of All Similarly Aggrieved Employees, Against Defendant)

6 138. The allegations of each of the foregoing paragraphs are re-alleged and incorporated
7 herein by this reference.

8 139. At all relevant times, Defendant was subject to the provisions of the California
9 Labor Codes mentioned herein. California Labor Code section 2699(a) specifically provides for a
10 private right of action to recover penalties for violations of the Labor Code:

11
12 Notwithstanding any other provision of law, any provision of this code that
13 provides for a civil penalty to be assessed and collected by the Labor and
14 Workforce Development Agency or any of its departments, divisions,
15 commissions, boards, agencies, or employees, for a violation of this code,
16 may, as an alternative, be recovered through a civil action brought by an
17 aggrieved employee on behalf of himself or herself and other current or
18 former employees.

19 140. California Labor Code section 2699.3(a) states:

20 A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of
21 Section 2699 alleging a violation of any provision listed in Section 2699.5
22 shall commence only after the following requirements have been met: (1) The
23 aggrieved employee or representative shall give written notice by certified
24 mail to the Labor and Workforce Development Agency and the employer of
25 the specific provisions of this code alleged to have been violated, including
26 the facts and theories to support the alleged violation. 2(A) The agency shall
27 notify the employer and the aggrieved employee or the representative by
28 certified mails that it does not intend to investigate the alleged violation
within 30 calendar days of the postmark date of the notice received pursuant
to paragraph (1). Upon receipt of that notice or if no notice is provided within
33 calendar days of the postmark date the notice given pursuant to paragraph
(1), the aggrieved employee may commence a civil action pursuant to Section
2699.

29 141. Plaintiff has exhausted her administrative remedies pursuant to California Labor
30 Code section 2699.3.

1 142. Plaintiff is entitled to recover these penalties for herself and the Aggrieved
2 Employees through a civil action filed on her own behalf. These penalties are in addition to all
3 other remedies permitted by law.

4 143. Defendant set the policies for, established, controlled, consented to, approved, or
5 ratified the non-payment of the wages due to Plaintiff and the Aggrieved Employees in violation
6 of the California Labor Code and the applicable Wage Order.

7 144. Defendant failed to comply with several California Labor Code sections including,
8 but not limited to, 201-204, 216, 221, 224, 226, 510, 1194, 1194.2, 1197, and 2810.5 by, amongst
9 other violations: failing to pay Plaintiff the minimum wage due Plaintiff for each hour worked; by
10 failing to provide to Plaintiff and the other Aggrieved Employees a written notice, in the language
11 the employer normally uses to communicate employment-related information to the employee; by
12 failing to pay Plaintiff and the other Aggrieved Employees at the correct hourly rate for those
13 hours worked in excess of eight (8) in a workday, in excess of forty (40) in a workweek, or for
14 hours worked on the seventh day of a workweek as required under California law; by failing to
15 provide Plaintiff and the other Aggrieved Employees with itemized wage statements to which
16 Plaintiff and the other Aggrieved Employees were entitled under California law; by failing to
17 provide Plaintiff and the other Aggrieved Employees with all wages earned, due, and payable
18 twice during each calendar month, on days designated in advance by the employer as the regular
19 paydays to which Plaintiff and the other Aggrieved Employees were entitled under California law;
20 by having the ability to pay, willfully refusing to pay wages due, and payable upon demand, or
21 denying the amount or validity thereof, or that the same is due, with intent to secure for itself, or
22 other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress,
23 hinder, delay, or defraud Plaintiff and the other Aggrieved Employees to whom such indebtedness
24 is due; and by failing to provide Plaintiff and other former aggrieved employees with wages due
25 upon termination of their employment.

26 145. Plaintiff is therefore entitled to the penalties set forth in the California Labor Code
27 including, but not limited to, the penalties set forth California Labor Code sections 210, 225.5,
28 558, and 1197.1, on behalf of herself and the Aggrieved Employees, for each and every pay period

1 that Defendant violated California Labor Code sections 1194, 1194.2 and 1197, or to those
2 penalties set forth in California Labor Code section 2699(f) if it is determined that there is no
3 established civil penalty for violation of the foregoing provisions of the California Labor Code.

4 146. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs
5 pursuant to California Labor Code section 2699(g)(1), which states, "A employee who prevails in
6 any action shall be entitled to an award of reasonable attorneys' fees and costs."

7 147. Pursuant to California Labor Code section 218.6, "[i]n any action brought for the
8 nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
9 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
10 annum], which shall accrue from the date that the wages are due and payable[...]" Plaintiff and the
11 Aggrieved Employees are therefore entitled to said interest.

12 **PRAYER**

13 WHEREFORE, Plaintiff prays for judgment and relief as follows:

14 1. For restitution and compensatory damages in an amount according to proof, and with
15 interest thereon, including, but not limited to unpaid minimum regular or overtime wages;

16 2. For an award of punitive damages in an amount subject to proof at trial

17 3. That Defendant be found to have engaged in unfair competition in violation of
18 California Business and Professions Code section 17200 *et seq.*;

19 4. That Defendant be ordered and enjoined to make restitution to Plaintiff due to its
20 unfair competition, including disgorgement of their wrongfully obtained revenues, earnings, profits,
21 compensation, and benefits pursuant to California Business and Professions Code sections 17203
22 and 17204;

23 5. That Defendant be enjoined from continuing the unlawful conduct alleged herein;

24 6. That Defendant be further enjoined to cease and desist from unfair competition in
25 violation of the California Business and Professions Code section 17200 *et seq.*;

26 7. That Defendant be ordered to pay penalties for non-payment of wages to Plaintiff in
27 accordance with California Labor Code sections 201, 202, and 203 or California Business and
28 Professions Code section 17200;

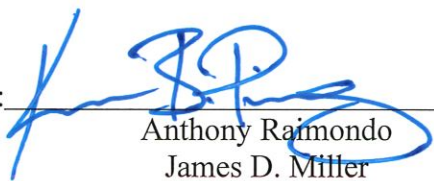
- 1 8. For liquidated damages pursuant to California Labor Code section 1194.2;
- 2 9. For interest, attorneys' fees, and costs of suit under California Labor Code sections
- 3 218.6, 226, 1194, 2699, 2802, California Code of Civil Procedure sections 1021, 1021.5, 1708.5,
- 4 and California Government Code section 12965(b);
- 5 10. That Defendant be ordered to show cause why they should not be enjoined and
- 6 ordered to comply with the applicable California Labor Code sections and IWC Wage Orders related
- 7 to payment of wages; and
- 8 11. For such other and further relief as the Court may deem just and proper.
- 9

10 Dated: July 21, 2022

RAIMONDO | MILLER, ALC

11

12

13 By: 

14 Anthony Raimondo
15 James D. Miller
16 Kevin B. Piercy
17 Attorneys for Plaintiff
18 ANITA SENGRATH
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27
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1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a
3 party to the within action. My business address is RAIMONDO | MILLER, ALC, 7110 North
4 Marks Avenue, Suite 104, Fresno, California 93711. **My mailing address is RAIMONDO|**
MILLER, ALC, P.O. Box 28100, Fresno, California 93729. On July 22, 2022, I served the
5 following documents by the following method of service:

6 **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION**
7 **COMPLAINT**

8 ☒ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed
9 to the person(s) at the address(es) set forth below. I placed the envelope for
10 collection and mailing following ordinary business practices. I am readily familiar
11 with this business's practice for collecting and processing correspondence for
12 mailing. On the same day that correspondence is placed for collection and mailing,
13 it is deposited in the ordinary course of business with the United States Postal
14 Service in a sealed envelope with postage fully prepaid.

15 I am a resident or employed in the county where the mailing occurred. The
16 envelope or package was placed in the mail at Fresno, California.

17 ☒ **BY ELECTRONIC SUBMISSION:** Based on a court order or an agreement of
18 the parties to accept electronic service, I caused the document(s) to be sent to the
19 person(s) at the electronic service address(es) listed below.

20 EMAIL/MAIL:

21 Douglas M. Larsen, Esq.
22 FISHMAN, LARSEN & CALLISTER
23 7112 North Fresno Street, Suite 450
24 Fresno, CA 93720
25 Tel: (559) 256-5000
26 Fax: (559) 256-5005
27 Email: larsen@flclaw.net; white@flclaw.net

28 Attorneys for Defendants
AUDEAMUS, INC. dba SEBASTION

I am aware that on motion of the party served, service is presumed invalid if postal cancellation
date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

Executed on July 22, 2022, at Fresno, California.


Jason Dunbar