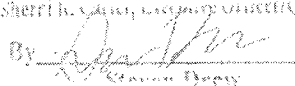


DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
SEPIDEH ARDESTANI, ESQ. SBN 274259
sepideh@gaineslawfirm.com
GAINES & GAINES, APLC
27200 Agoura Rd., Suite 101
Calabasas, CA 91301
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

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County of Los Angeles

OCT 13 2020

Sherrill H. Vandy, Esq., Clerk of Court
By: , Deputy
Sherri H. Vandy

JOSEPH TOJARIEH, ESQ. SBN 265492
jft@tojariehlaw.com
TOJARIEH LAW FIRM, PC
10250 Constellation Boulevard, Suite 100
Los Angeles, California 90067
Telephone: (310) 553-5533, ext. 1001
Facsimile: (310) 553-5536

Attorneys for Plaintiffs Kelsey Jones, Zoe Munoz, and Cori Bratby-Rudd, on behalf of themselves and on behalf of all similarly situated individuals,

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

KELSEY JONES, ZOE MUNOZ, CORI
BRATSBY-RUDD, on behalf of themselves
and on behalf of all similarly situated
individuals,

Plaintiffs,

v.

PEACE OVER VIOLENCE, a California
domestic nonprofit, PATRICIA O.
GIGGANS, an individual, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: **20STCV39038**

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- 1. FAILURE TO PAY ALL WAGES
(LABOR CODE §§ 510, 1194, 1194.2 AND
1197)**
- 2. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 4-2001)**
- 3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7 AND
512; IWC WAGE ORDER 4-2001)**
- 4. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**
- 5. FAILURE TO REIMBURSE BUSINESS
EXPENSES (LABOR CODE § 2802)**

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**6. FAILURE TO PAY WAGES DUE AT
SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)**

**7. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

**8. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201-202, 204, 226(a),
226.7, 510, 512, 551, 552, 1194, 1194.2, 1197,
AND 2802 AND PURSUANT TO LABOR
CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3, 558, AND 558.1**

DEMAND FOR JURY TRIAL

Plaintiffs KELSEY JONES, ZOE MUNOZ, and CORI BRATSBY-RUDD (“Plaintiffs”), on behalf of themselves, all similarly situated individuals, and on behalf of the general public, as “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004, complain of Defendants, and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiffs and the six Classes of individuals described in detail below against PEACE OVER VIOLENCE, a California domestic nonprofit, PATRICIA O. HIGGANS, an individual, and/or any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”) within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”) Defendants have had a consistent policy of failing to provide legally compliant meal and rest periods, or compensation in lieu thereof; failing to pay all minimum wages and overtime wages; failing to issue accurately itemized wages statements; failing to reimburse all out-of-pocket business expenses; failing to timely pay wages upon separation of employment; failing to provide one day’s rest in seven; and failing to issue wages at least twice per month.

3. Plaintiffs, on behalf of themselves members of each Class, bring this action pursuant to Labor Code §§ 201-202, 204, 226(a), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1194, 1194.2, 1197, and 2802, seeking compensation for all unpaid wages, reimbursement of all out-of-pocket expenses, civil and statutory penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

4. Plaintiffs, on behalf of themselves and Class I and Class IV Members, pursuant to Business & Professions Code §§ 17200-17208, also seek injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages.

5. Plaintiffs, on behalf of themselves and all aggrieved employees, pursuant to Labor Code §§ 2698 *et seq.*, seek penalties and wages for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiffs and members of each class in Los Angeles County, California.

II.

PARTIES

A. Plaintiffs

7. Plaintiff KELSEY JONES performed work for Defendants from August 2018 through April 2020 in Los Angeles County, California. Plaintiff ZOE MUNOZ performed work for Defendants from June 2016 through August 2018 in Los Angeles County, California. Plaintiff CORI BRATBY-RUDD performed work for Defendants from December 2018 through August 2020 in Los Angeles County, California.

8. During their work with Defendants, Plaintiffs were:

- a. Willfully denied the payment of all minimum wages and overtime wages;
- b. Willfully denied meal and rest periods, or compensation in lieu thereof;
- c. Willfully denied one day's rest in seven;
- d. Willfully denied the payment of wages at least twice per month;
- e. Willfully denied the reimbursement of out-of-pocket business expenses;

1 f. Willfully denied accurately itemized wage statements; and

2 g. Willfully denied the timely payment of wages upon separation of employment.

3 **B. Defendants**

4 9. Defendant PEACE OVER VIOLENCE is a California domestic nonprofit company.
5 Defendant PEACE OVER VIOLENCE employed Plaintiffs and members of each class throughout
6 the State of California, including Los Angeles County, California.

7 10. Defendant PATRICIA O. GIGGANS is an individual and the chief executive officer
8 of PEACE OVER VIOLENCE. As an owner, director, officer, and/or managing agent of the
9 Organization Defendant, who violated, or caused violations of, California wage and hour laws,
10 PATRICIA O. GIGGANS is personally liable for the violations alleged herein pursuant to Labor
11 Code section 558.1. Additionally, as an owner, director, officer, and/or managing agent who directly
12 and/or indirectly, or through an agent or some other person, engaged, suffered, and/or permitted
13 Plaintiffs to work and exercised control over Plaintiffs wages, hours, and working conditions,
14 PATRICIA O. GIGGANS is personally liable for the violations alleged herein pursuant to *Martinez*
15 *v. Combs*, (2010) 49 Cal.4th 35.

16 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
17 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, who
18 therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs
19 are informed and believe, and based thereon allege, that each of the Defendants designated herein as
20 a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will
21 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
22 designated hereinafter as DOES when such identities become known.

23 12. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
24 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
25 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
26 legally attributable to the other Defendants.

13. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent the following classes composed of and defined as follows:

CLASS I

All persons who performed work as unpaid volunteers for Defendants in California at any time since the date four year preceding the filing of this Action.

CLASS II

All persons who performed work as unpaid volunteers for Defendants in California at any time since the date one year preceding the filing of this Action.

CLASS III

All persons who performed work as unpaid volunteers for Defendants in California at any time since the date three years preceding the filing of this Action who are not presently employed by Defendants.

CLASS IV

All persons employed as non-exempt California employees by Defendants at any time since the date four years preceding the filing of this Action.

CLASS V

All persons employed as non-exempt California employees by Defendants at any time since the date one year preceding the filing of this Action.

1 **CLASS VI**

2 All persons employed as non-exempt California employees by
3 Defendants at any time since the date three years preceding the filing
4 of this Action who are not presently employed by Defendants.
5

6 15. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend or
7 modify this class description with greater specificity or further division into subclasses or limitation
8 to particular issues.

9 16. This action has been brought and may properly be maintained as a class action under
10 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
11 interest in the litigation and each proposed Class is easily ascertainable.

12 **A. Numerosity**

13 17. The potential members of each class as defined are so numerous that joinder of all
14 class members is impracticable. While the precise number of members of each class has not been
15 ascertained at this time, Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 currently employ, and during the relevant time periods employed, over 50 persons in the State of
17 California who fall within each class definition.

18 18. Accounting for employee turnover during the relevant period necessarily increases this
19 number. Plaintiffs allege Defendants' employment records would provide information as to the
20 number and location of members of each class. Joinder of members of each class is not practicable.

21 **B. Commonality**

22 19. There are questions of law and fact common to each class that predominate over any
23 questions affecting only individual class members. These common questions of law and fact include,
24 without limitation:

- 25 a. Whether Defendants failed to compensate Plaintiffs and Class I and Class IV
26 Members with all minimum wages and overtime wages, in violation of Labor
27 Code §§ 510, 1194, 1194.2 and 1197;
28

- b. Whether Defendants failed to properly provide rest periods, or compensation in lieu thereof to Plaintiffs and Class I and Class IV Members, in violation of Labor Code § 226.7, and IWC Wage Order 4-2001;
- c. Whether Defendants failed to properly provide meal periods, or compensation in lieu thereof to Plaintiffs and Class I and Class IV Members, in violation of Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001;
- d. Whether Defendants failed to provide Plaintiffs and Class II and Class V Members with accurately itemized wage statements, in accordance with Labor Code § 226(a) and (e);
- e. Whether Defendants failed to reimburse Plaintiffs and Class I and Class II Members with all out-of-pocket business expenses, in violation of Labor Code § 2802;
- f. Whether Defendants failed to provide Plaintiffs and Class I and Class IV Members with one day's rest in seven, in violation of Labor Code §§ 551 and 552;
- g. Whether Defendants failed to pay Plaintiffs and Class I and Class IV Members wages twice per month, in violation of Labor Code § 204;
- h. Whether Defendants failed to timely pay Plaintiffs and Class III and Class VI Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203; and
- i. Whether Plaintiffs and Class I and Class IV Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

20. The claims of the named Plaintiffs are typical of the claims of members of each class. Plaintiffs and members of each class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

1 **D. Adequacy of Representation**

2 21. Plaintiffs will fairly and adequately represent and protect the interests of members of
3 each class. Counsel who represents Plaintiffs are competent and experienced in litigating large
4 employment class actions.

5 **E. Superiority of Class Action**

6 22. A class action is superior to other available means for the fair and efficient adjudication
7 of this controversy. Individual joinder of all proposed members of each class is not practicable, and
8 questions of law and fact common to the proposed Class predominate over any questions affecting
9 only individual members of the proposed Class. Each member of the proposed Class has been
10 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

11 23. Class action treatment will allow those similarly situated persons to litigate their
12 claims in the manner that is most efficient and economical for the parties and the judicial system.
13 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this
14 action that would preclude its maintenance as a class action.

15 **IV.**

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 **PLAINTIFFS AND CLASS I AND CLASS IV AGAINST ALL DEFENDANTS**

19 **FAILURE TO PAY ALL MINIMUM WAGES AND OVERTIME WAGES**

20 **(LABOR CODE §§ 510, 1194, 1194.2, AND 1197)**

21 24. Plaintiffs incorporates paragraphs 1 through 23 of this Complaint as though fully set
22 forth herein.

23 25. During the liability period, Defendants failed to pay Plaintiffs and Class I Members
24 all minimum wages and overtime wages earned during the course of employment, in violation of
25 Labor Code §§ 510, 558, 1194, 1194.2, and 1197. Defendants provided Plaintiffs and Class I
26 Members with a 72-hour certification course (free of cost) in exchange for volunteering for
27 Defendants for a certain period of time. In determining whether one is a volunteer or an employee, a
28 person who performs services in exchange for training or instruction, is not a volunteer, and must be

1 paid for his/her time. *See Barragan v. Workers' Compensation Appeals Board*, (1987) 195
2 Cal.App.3d 637. Plaintiffs and Class I Members were required to volunteer for Defendants' benefit
3 in exchange for receiving a free training course. This agreement was not voluntary in nature and
4 Plaintiffs and Class I Members must be paid for their time.

5 26. Defendants failed to compensate Plaintiffs and Class I and Class IV Members who
6 were required work on-call for Defendants with all minimum wages and overtime wages, in violation
7 of Labor Code §§ 510, 558, 1194, 1194.2, and 1197. Whether on-call time is considered compensable
8 must be determined by looking at the restrictions placed on the employee. A variety of factors are
9 considered in deterring whether the employer-imposed restrictions turn the on-call time into
10 compensable "hours worked." These factors include whether there are excessive geographic
11 restrictions on the employee's movements; whether the frequency of calls is unduly restrictive;
12 whether a fixed time limit for response is unduly restrictive; whether the on-call employee can easily
13 trade his or her on-call responsibilities with another employee; and whether and to what extent the
14 employee engages in personal activities during on-call periods. *See Berry v. County of Sonoma* (1994)
15 30 F.3d 1174. Plaintiffs and Class I and Class IV Members were required to be on-call a few days out
16 of each workweek for up to 24 hours a day. They were not permitted to be too far from the job site
17 or engaging in activities that would restrict them from working their on-call shift. Although Plaintiffs
18 and Class I and Class IV Members were subject to the control of the Defendants during each on-call
19 shift, they were not compensated for their time, in violation of Labor Code §§ 510, 558, 1194, 1194.2,
20 and 1197.

21 27. Defendants failed to pay Plaintiffs and Class I and Class IV Members for all overtime
22 hours worked, in violation of Labor Code §§ 510, 558, and 1194. Plaintiffs and Class I and Class IV
23 Members would at times work overtime hours (over than 8 hours in a workday and over 40 hours in
24 a workweek), but were not paid at one and one-half times their regular rate of pay, in violation of
25 Labor Code §§ 510, 558, and 1194. When Plaintiffs and Class I and Class IV Members worked
26 overtime hours, Defendants often required them to roll-over this time to the next office day or next
27 pay period and would only pay them at their regular rate for all hours worked. Plaintiffs and Class I
28 and Class IV Members are owed significant overtime pay based on this illegal policy.

28. As a result of the unlawful acts of Defendants in willfully failing to pay all minimum and overtime wages, Plaintiffs and Class I and Class IV Members have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs pursuant to Labor Code § 1194, and liquidated damages, pursuant to Labor Code § 1194.2.

Wherefore, Plaintiffs and each class they seek to represent request relief as described below.

V.

SECOND CAUSE OF ACTION

PLAINTIFFS AND CLASS I AND CLASS IV AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7 AND IWC WAGE ORDER 4-2001)

29. Plaintiffs incorporate paragraphs 1 through 28 of this Complaint as though fully set forth herein.

30. Plaintiffs and Class I and Class IV Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 4-2001.

31. Defendants failed to pay premium wages to Plaintiffs and Class I and Class IV Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 4-2001. Plaintiffs and Class I and Class IV Members were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period, in violation of Labor Code §§ 226.7, 558 and IWC Wage Order No. 4-2001. Plaintiffs and Class I and Class IV Members were not authorized to take rest periods as required by California law.

32. Pursuant to Labor Code § 226.7 and IWC Wage Order 4-2001, Plaintiffs seek the payment of all rest period compensation which Class I and Class IV Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiffs and each class they seek to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFFS AND CLASS I AND CLASS IV AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 4-2001)

33. Plaintiffs incorporate paragraphs 1 through 32 of this Complaint as though fully set forth herein.

34. Plaintiffs and Class I and Class IV Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7, 512 and IWC Wage Order 4-2001.

35. Defendants failed to pay premium wages to Plaintiffs and Class I and Class IV Members who were denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001. Plaintiffs and Class I and Class IV Members were routinely denied, and not authorized to take, an uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, and a second meal period when they worked shifts greater than ten hours, but were not paid premium wages of one hour's pay for each missed meal period. This This violates Labor Code §§ 226.7 and 512.

36. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001, Plaintiffs seek the payment of all meal period compensation which Class I and Class IV Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiffs and each class they seek to represent request relief as described below.

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VII.

FOURTH CAUSE OF ACTION

**PLAINTIFFS AND CLASS II AND CLASS V AGAINST ALL DEFENDANTS
KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e))**

37. Plaintiffs incorporate paragraphs 1 through 36 of this Complaint as though fully set forth herein.

38. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide 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. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

39. Defendants failed to issue Plaintiffs and Class II and V Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiffs and Class V Members were not paid for all minimum wages, overtime wages and premium wages. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, and net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3. The wage statements issued to also separately failed to list the total hours worked by employees, in violation of Labor Code §§ 226(a)(2) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked

1 at each hourly rate by the employee, in violation of Labor Code §§ 226(a)(9) and 226.3. Specifically,
2 the total hours worked and the hourly rates and corresponding hours worked were not on the wage
3 statements at all. Also separately, Defendants failed to issue Plaintiffs and Class II Members any
4 wage statements at all, in violation of Labor Code §§ 226(a) and 226.3.

5 40. As a consequence of Defendants' willful conduct in failing to provide Class V
6 Members with accurate itemized wage statements (and Class II with any wage statements), Plaintiffs
7 and Class II and Class V Members have been injured because they have not been paid all wages due
8 and were issued wage statements which do not reflect, and fail to state, all information required by
9 Labor Code § 226(a). The missing information cannot be discerned at all from the face of the wage
10 statements themselves. As a result, Plaintiffs and Class II and Class V Members are entitled to
11 penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the
12 initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent
13 pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled to an award
14 of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

15 Wherefore, Plaintiffs and each class they seek to represent request relief as described below.

16 **VIII.**

17 **FIFTH CAUSE OF ACTION**

18 **PLAINTIFFS AND CLASS I AND CLASS IV AGAINST ALL DEFENDANTS**

19 **FAILURE TO REIMBURSE EXPENSES**

20 **(LABOR CODE § 2802)**

21 41. Plaintiffs incorporate paragraphs 1 through 40 of this Complaint as though fully set
22 forth herein.

23 42. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse
24 Plaintiffs and Class I and Class IV Members for the out-of-pocket expenses they incurred in direct
25 consequence of the discharge of their job duties.

26 43. Plaintiffs and Class I and Class IV Members were required to use their personal
27 vehicles to carry out their job duties, but were only reimbursed below the standard mileage rate.
28 Plaintiffs and Class I and Class IV Members were also required to use their personal cellular phones

1 and laptops without being reimbursed by Defendants. Plaintiffs and Class I and Class IV Members
2 were also required to purchase an emergency earthquake kit for work-related purposes without being
3 reimbursed by Defendants. Defendants' failure to reimburse Plaintiffs and Class I and Class IV
4 Members for all business expenses incurred violates Labor Code § 2802.

5 44. As a proximate result of the aforementioned violations, Plaintiffs and Class I and Class
6 IV Members have been damaged in an amount according to proof at the time of trial.

7 45. Pursuant to Labor Code § 2802, Plaintiffs and Class I and Class IV Members are
8 entitled to recover from Defendants the full amount of the expenses they incurred in the performance
9 of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs
10 of suit.

11 Wherefore, Plaintiffs and each class they seek to represent request relief as described below.

12 **IX.**

13 **SIXTH CAUSE OF ACTION**

14 **PLAINTIFFS AND CLASS III AND CLASS VI AGAINST ALL DEFENDANTS**

15 **FAILURE TO TIMELY PAY WAGES DUE AT**

16 **SEPARATION OF EMPLOYMENT (LABOR CODE §§ 201-203)**

17 46. Plaintiffs incorporate paragraphs 1 through 45 of this Complaint as though fully set
18 forth herein.

19 47. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
20 due within 72 hours after resignation of employment or the day of termination of employment. Labor
21 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
22 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
23 or an action is commenced. The penalty cannot exceed 30 days of wages.

24 48. Defendants paid Plaintiffs and Class III and Class VI Members their final wages
25 beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203.
26 Plaintiffs and Class III and Class VI Members were not paid all wages due and owing throughout the
27 course of their employment, including all minimum wages, overtime wages, and premium wages for
28 missed and denied meal and rest periods, as detailed above. Consequently, at the time of their

1 separation from employment with Defendants, they were not paid all final wages due and owing for
2 the entirety of their employment.

3 48 More than 30 days have passed since Plaintiffs and Class III and Class VI Members
4 have left Defendants' employ.

5 49. As a consequence of Defendants' willful conduct in not paying wages owed timely
6 upon separation of employment, Plaintiffs and Class III and Class VI Members are entitled to up to
7 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages
8 at separation of employment.

9 Wherefore, Plaintiffs and each class they seek to represent request relief as described below.

10 **X.**

11 **SEVENTH CAUSE OF ACTION**

12 **PLAINTIFFS AND CLASS I AND CLASS IV AGAINST ALL DEFENDANTS**

13 **UNFAIR COMPETITION PURSUANT TO**

14 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

15 50. Plaintiffs incorporate paragraphs 1 through 49 of this Complaint as though fully set
16 forth herein.

17 51. This is a Class Action for Unfair Business Practices. Plaintiffs, on their own behalf
18 and on behalf of the general public, and on behalf of others similarly situated, bring this claim
19 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged
20 in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general
21 public, and members of each class. Plaintiffs seek to enforce important rights affecting the public
22 interest within the meaning of Code of Civil Procedure § 1021.5.

23 52. Plaintiffs are "persons" within the meaning of Business & Professions Code § 17204,
24 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
25 appropriate equitable relief.

26 53. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
27 practices.
28

1 54. Wage and hour laws express fundamental public policies. Properly providing
2 employees with all wages due is a fundamental public policy of this State and of the United States.
3 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
4 standards, to ensure that employees are not required or permitted to work under substandard and
5 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
6 lower their costs by failing to comply with minimum labor standards.

7 55. Defendants have violated statutes and public policies. Through the conduct alleged
8 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
9 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
10 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiffs,
11 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
12 guaranteed to all employees under law.

13 56. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
14 §17200 *et seq.* of the Business & Professions Code.

15 57. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
16 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
17 17200 *et seq.* of the Business & Professions Code.

18 58. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs and others
19 similarly situated have been damaged in a sum as may be proven.

20 59. Unless restrained by this Court, Defendants will continue to engage in the unlawful
21 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
22 should make such orders or judgments, including the appointment of a receiver, as may be necessary
23 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
24 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
25 to, disgorgement of profits which may be necessary to restore Plaintiffs and members of each class
26 to the money Defendants have unlawfully failed to pay.

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28 \\\

1 XI.

2 EIGHTH CAUSE OF ACTION

3 PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
4 PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
5 LABOR CODE §§ 201-202, 204, 226(a), 226.7, 510, 512, 551, 552, 1194, 1194.2, 1197, AND
6 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF
7 LABOR CODE §§ 226.3, 558, AND 558.1

8 60. Plaintiffs incorporate paragraphs 1 through 59 of this Complaint as though fully set
9 forth herein.

10 61. As a result of the acts alleged above, including the Labor Code violations set forth
11 herein, Plaintiffs seek penalties pursuant to Labor Code § 2698 *et seq.*

12 62. For each such violation, Plaintiffs and all other aggrieved employees are entitled to
13 penalties in an amount to be shown at the time of trial subject to the following formula:

14 a. Pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201-202,
15 204, 226(a), 226.7, 510, 512, 551, 552, 1194, 1194.2, 1197, and 2802, \$100
16 for the initial violation per employee per pay period and \$200 for each
17 subsequent violation per employee per pay period; and

18 b. Pursuant to Labor Code § 2699(a) for violations of Labor Code § 226.3, the
19 penalties as set forth in Labor Code §§ 226.3, 558, and 558.1.

20 63. Penalties recovered will be allocated 75% to the Labor and Workforce Development
21 Agency, and 25% to the affected employees.

22 64. On July 24, 2020 and July 27, 2020, Plaintiffs sent letters, by online submission to the
23 LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and
24 theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.*
25 Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA
26 within sixty-five (65) calendar days of July 24, 2020 and July 27, 2020. Plaintiffs may therefore
27 commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*
28

Wherefore, Plaintiffs and the aggrieved employees he seeks to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For compensatory damages pursuant to Labor Code §§ 510 and 1194 in the amount of all unpaid minimum and overtime wages due to Plaintiffs and Class I and Class IV Members;

2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiffs and Class I and Class IV Members pursuant to Labor Code § 226.7;

3. For penalties pursuant to Labor Code § 226(e) for Plaintiffs and Class II and Class V Members;

4. For reimbursement of all expenses incurred by Plaintiffs and Class I and Class IV Members pursuant to Labor Code § 2802;

5. For penalties pursuant to Labor Code § 203 for Plaintiffs and Class III and Class VI Members;

6. An award of prejudgment and post-judgment interest;

7. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiffs and Class I and Class IV Members;

8. For civil penalties pursuant to Labor Code § 2698 et seq. for Plaintiffs and all other Aggrieved Employees;

9. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

10. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and

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1 11. Such other and further relief as this Court may deem just and proper.

2 Dated: October 8, 2020

Respectfully submitted,

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GAINES & GAINES
A Professional Law Corporation

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By: Sepideh Ardestani
DANIEL F. GAINES
SEPIDEH ARDESTANI
Attorney for Plaintiffs

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DEMAND FOR JURY TRIAL

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Plaintiffs hereby demands a trial of his claims by jury to the extent authorized by law.

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Dated: October 8, 2020

Respectfully submitted,

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GAINES & GAINES
A Professional Law Corporation

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By: Sepideh Ardestani
DANIEL F. GAINES
SEPIDEH ARDESTANI
Attorney for Plaintiffs

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