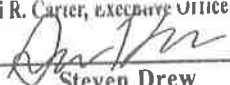


1 **HAINES LAW GROUP, APC**
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Tuvia Korobkin (SBN 268066)
5 tkorobkin@haineslawgroup.com
6 Alexandra R. McIntosh (SBN 320904)
7 amcintosh@haineslawgroup.com
8 2155 Campus Drive, Suite 180
9 El Segundo, California 90245
10 Tel: (424) 292-2350
11 Fax: (424) 292-2355

12 Attorneys for Plaintiff

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

JUL 14 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By , Deputy
Steven Drew

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

10 MARIA TERESA PEREZ, as an individual
11 and on behalf of all others similarly situated,

12
13 Plaintiff,

14 vs.

15 ADVANCED BIONICS, LLC, a Delaware
16 corporation; and DOES 1 through 100,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

Case No. **20STCV26408**

CLASS ACTION COMPLAINT:

- (1) **MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);**
- (2) **FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 1194 and 1198);**
- (3) **MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7 and 512);**
- (4) **REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7 and 516);**
- (5) **WAGE STATEMENT VIOLATIONS (LABOR CODE § 226 et seq.);**
- (6) **UNFAIR COMPETITION (BUS & PROF CODE § 17200 et seq.).**

1 Plaintiff Maria Teresa Perez (“Plaintiff”) hereby brings this Class Action Complaint
2 (“Complaint”) against Defendants Advanced Bionics, LLC, a Delaware corporation; and DOES
3 1 through 100, inclusive (collectively, “Defendants”), and on information and belief alleges as
4 follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 204, 226, 226.7, 510,
8 512, 516, 1182.12, 1194, 1194.2, 117, 1198, California Business & Professions Code § 17200 *et*
9 *seq.*, and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), in addition to
10 seeking declaratory relief and restitution. This Complaint is brought pursuant to California Code
11 of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
12 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to California Code of Civil
15 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
16 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
17 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
18 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was and currently is, a California resident. Within the statute of limitations periods
22 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
23 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
24 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
25 to her by Labor Code §§ 204, 226, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 117, 1198,
26 Business and Professions Code Section 17200 *et seq.*, and Wage Order 1, which sets employment
27 standards for the manufacturing industry.
28

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
2 period relevant to this action, Defendants did (and do) business by manufacturing medical
3 devices.

4 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 mentioned herein, Defendants were licensed to do business in California and were the employers
6 of Plaintiff and of the members of the Classes (as defined in Paragraph 15).

7 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent
8 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
9 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
10 fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and
11 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
12 fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour
13 violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below,
14 to the illegal employment practices, wrongs and injuries complained of herein. All references in
15 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

16 7. At all times herein mentioned, each of said Defendants participated in the doing
17 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
18 Defendants, and each of them, were the agents, servants, and employees of each and every one of
19 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
20 were acting within the course and scope of said agency and employment. Defendants, and each
21 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
22 omissions complained of herein.

23 8. At all times mentioned herein, Defendants, and each of them, were members of
24 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
25 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
26 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
27 Classes (as defined in Paragraph 15).

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

10. During Plaintiff's employment with Defendants, Defendants maintained an unlawful timekeeping policy/practice that failed to compensate Plaintiff and other non-exempt employees for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, during the relevant time period, including at least the year of 2018, Defendants regularly, systematically, and impermissibly rounded and/or truncated the hours worked by Plaintiff and non-exempt employees by maintaining a policy/practice that rounded Plaintiff's and other non-exempt employees' timekeeping entries in 15-minute increments, which resulted, over a period of time, in Defendants' failure to properly compensate Plaintiff and other non-exempt employees for all hours worked, and deprived them of all minimum and overtime wages earned. Upon information and belief, Defendants also failed to pay all minimum and overtime wages as a result of unlawful one-way deductions that would occur in the event that an employee arrived late to work, in which case a disproportionate deduction of hours worked would be taken from their wages.

11. Additionally, during Plaintiff's employment with Defendants, Plaintiff worked over 8.0 hours per workday and/or more than 40.0 hours per workweek but did not receive overtime compensation equal to one and one-half times her regular rate of pay for working overtime hours. Specifically, Defendants paid Plaintiff and other non-exempt employees non-discretionary incentive pay, including but not limited to payments denoted on their wage statements as "Bonus," "Bonus Variable," "Merit Lmp Sum," "Vcmpbonus," "Shift Differnc," and/or other forms of pay that are not excludable from an employee's "regular rate" of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). However, Defendants failed to properly calculate Plaintiff's and other non-exempt employees' regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime wages owed to them.

1 12. Plaintiff and other non-exempt employees were not provided with all legally
2 compliant meal periods, because Defendants' meal period policies/practices failed to provide
3 Plaintiff and other non-exempt employees with a duty-free, timely, and uninterrupted 30-minute
4 meal period before the end of the fifth hour of work and/or a second 30-minute meal period for
5 shifts of over 10.0 hours. Specifically, during Plaintiff's employment with Defendants,
6 Defendants impermissibly prevented Plaintiff and other non-exempt employees from taking a
7 timely meal period before the fifth hour of work due to a lack of scheduling meal periods and
8 appropriate coverage and work demands, including but not limited to Defendant's policy and
9 practice of prohibiting Plaintiff and other non-exempt employees from leaving their workstation
10 midway through the process of testing, cleaning and sterilizing a hearing aid. For example, the
11 process for cleaning and sterilizing a hearing aid took approximately 20-30 minutes, Plaintiff and
12 other non-exempt employees were frequently forced to take untimely meal periods after the
13 completion of the fifth hour of work. Moreover, Defendants failed to provide Plaintiff and other
14 non-exempt employees with a second meal period when they worked shifts in excess of 10.0
15 hours. On occasions where Plaintiff and other non-exempt employees were not provided with all
16 legally-compliant meal periods to which they were entitled, Defendants failed to compensate
17 Plaintiff and other non-exempt employees with the required meal period premiums for each
18 workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.
19 Additionally, upon information and belief, during at least a portion of the class period, Defendants
20 maintained no payroll code or other mechanism for payment of meal period premiums under
21 Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-
22 exempt employees.

23 13. Plaintiff and other non-exempt employees were also not authorized and permitted
24 to take all legally compliant rest periods. Defendants failed to authorize and permit Plaintiff and
25 other non-exempt employees to take a third rest period on occasions when they worked over 10.0
26 hours in a workday. Despite failing to authorize and permit rest periods as required under
27 California law, Defendants failed to pay Plaintiff and other non-exempt employees one hour of
28 rest period premium for each day they experienced a rest period violation as required by Labor

Code Section 226.7. Defendants also failed to maintain a mechanism for payment of rest period premium payments as required by Labor Code Section 226.7.

14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum wages, overtime wages, and meal and rest period premium wages earned, Defendants maintained inaccurate payroll records and issued inaccurate wage statements.

CLASS ACTION ALLEGATIONS

15. Class Definitions: Plaintiff brings this Complaint on behalf of herself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices for non-exempt employees.
- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and (i) received Incentive Pay during a corresponding time period and/or (ii) were subject to Defendants' timekeeping policies and/or practices for non-exempt employees, during the four years immediately preceding the filing of the Complaint through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.
- e. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have received a

wage statement from Defendants during the one year immediately preceding the filing of this action through the present;

16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes number is in excess of 100 individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

17. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation, to:

- i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, sections 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class;
- iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- v. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code section 226.7;
- vi. Whether Defendants provided legally complaint rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- vii. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code section 226.7; and

viii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code section 226.

18. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member including but not limited to Defendants' uniform policies and/or practices dealing with minimum wage payment, overtime payment, meal periods, rest periods, and/or wage statements. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not properly paid minimum wages due to Defendants' timekeeping policies/practices, overtime wages due to a miscalculation of her regular rate of pay, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or non-compliant meal and rest periods, and/or was not issued accurate itemized wage statements.

20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to

1 take advantage of superior economic and bargaining power in setting onerous terms and
2 conditions of employment. The nature of this action and the format of laws available to Plaintiff
3 and members of the Classes make the class action format a particularly efficient and appropriate
4 procedure to redress the violations alleged herein. If each employee were required to file an
5 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
6 would be able to exploit and overwhelm the limited resources of each individual Class Member
7 with their vastly superior financial and legal resources. Moreover, requiring each member of the
8 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
9 employees who would be disinclined to file an action against their former and/or current employer
10 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
11 employment. Further, the prosecution of separate actions by the individual class members, even
12 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
13 with respect to the individual class members against Defendants herein; and which would
14 establish potentially incompatible standards of conduct for Defendants; and/or legal
15 determinations with respect to individual class members which would, as a practical matter, be
16 dispositive of the interest of the other class members not parties to adjudications or which would
17 substantially impair or impede the ability of the class members to protect their interests. Further,
18 the claims of the individual members of the class are not sufficiently large to warrant vigorous
19 individual prosecution considering all of the concomitant costs and expenses attending thereto.

20 22. As such, the Classes identified in Paragraph 15 are maintainable as a Class under
21 Section 382 of the Code of Civil Procedure.

22 **FIRST CAUSE OF ACTION**

23 **MINIMUM WAGE VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 24. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
27 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
28 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal

1 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
2 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
3 wages and interest accrued thereon.

4 25. At all relevant times herein, Defendants failed to conform their pay practices to
5 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
6 for all hours worked including, but not limited to, all hours they were subject to the control of
7 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
8 Order 1.

9 26. California Labor Code § 1198 makes unlawful the employment of an employee
10 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
11 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
12 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
13 amount equal to the wages due and interest thereon.

14 27. As a direct and proximate result of Defendants' unlawful conduct as alleged
15 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
16 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
17 entitled to recover economic and statutory damages and penalties and other appropriate relief as
18 a result of Defendants' violations of the California Labor Code and Wage Order 1.

19 28. The foregoing practices and policies are unlawful and create an entitlement to
20 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
21 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
22 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
23 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY ALL OVERTIME WAGES**

26 **(AGAINST ALL DEFENDANTS)**

27 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28 30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and

1 1198, which provide that non-exempt employees are entitled to all overtime wages and
2 compensation for all overtime hours worked and provide a private right of action for the failure
3 to pay all overtime compensation for overtime work performed.

4 31. At all times relevant herein, Defendants were required to properly compensate
5 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
6 hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3
7 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular
8 rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in
9 the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate
10 Plaintiff or members of the Overtime Pay Class with one and one-half times their regular rate of
11 pay for such hours.

12 32. The foregoing policies and practices are unlawful and create an entitlement to
13 recovery by Plaintiff and the Overtime Class Members in a civil action for the unpaid amount of
14 overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and
15 costs of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code
16 of Civil Procedure § 1021.5.

17 **THIRD CAUSE OF ACTION**

18 **MEAL PERIOD VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 failed in their affirmative obligation to provide all of their non-exempt employees in California,
23 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
24 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
25 Defendants’ violations, Defendants did not pay an additional hour of pay to Plaintiff and members
26 of the Meal Period Class at their respective regular rates of pay, in accordance with California
27 Labor Code §§ 204, 210, 226.7, and 512.

28 35. As a result, Defendants are responsible for paying premium compensation for meal

1 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 1, including interest
2 thereon, statutory penalties, civil penalties, and costs of suit.

3 **FOURTH CAUSE OF ACTION**

4 **REST PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 37. Wage Order 1, § 12 and Labor Code §§ 226.7 and 516 establish the right of
8 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
9 period worked, or major fraction thereof.

10 38. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
11 of the Rest Period Class to take all required rest periods.

12 39. The foregoing violations create an entitlement to recovery by Plaintiff and
13 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
14 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
15 to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

16 **FIFTH CAUSE OF ACTION**

17 **WAGE STATEMENT VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
22 and members of the Wage Statement Class with complete and accurate wage statements that
23 included, among other requirements, all hours worked, total gross wages earned, all rates of pay
24 and corresponding number of hours worked (including for overtime pay), total net wages earned,
25 and the correct name of the legal entity that is the employer in violation of Labor Code § 226 *et*
26 *seq.*

27 42. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
28 with complete and accurate itemized wage statements resulted in actual injury, as said failures led

1 to, among other things, the non-payment of all overtime and minimum wages owed, and deprived
2 them of the information necessary to identify the discrepancies in Defendants' reported data.

3 43. Defendants' failures create an entitlement to recovery by Plaintiff and members of
4 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
5 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
6 costs of suit according to California Labor Code § 226 *et seq.*

7 **SIXTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

10 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 45. Defendants have engaged and continue to engage in unfair and/or unlawful
12 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
13 (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b)
14 failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to
15 provide Plaintiff and members of the Meal Period Class with all meal periods to which they are
16 entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and
17 permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or
18 failing to pay them rest period premiums payments; and/or (e) knowingly failing to furnish
19 Plaintiff and the Wage Statement Class with all accurate and complete itemized wage statements
20 in violation of Labor Code § 226.

21 46. Defendants' utilization of these unfair and/or unlawful business practices deprived
22 Plaintiff and continues to deprive members of the Classes of compensation to which they are
23 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
24 over Defendants' competitors who have been and/or are currently employing workers and
25 attempting to do so in honest compliance with applicable wage and hour laws.

26 47. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
27 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
28 monies, as necessary and according to proof, to restore any and all monies withheld, acquired

and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

48. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiff's Complaint.

49. Plaintiff was compelled to retain the services of counsel to file this Complaint to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

1 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor
2 Code § 218.6 and Civil Code §§ 3287 and 3289;

3 11. On all causes of action, for attorneys' fees and costs; and

4 12. For such other and further relief, the Court may deem just and proper.

5
6 Dated: July 13, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

7
8 By:



Paul K. Haines
Attorneys for Plaintiff

9
10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

13
14 Dated: July 13, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

15
16 By:



Paul K. Haines
Attorneys for Plaintiff