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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

OLIVIA BEVERLY HANSON, on behalf of
herself and all others similarly situated,

Plaintiffs,

v.

ZAPATA NUCCIO, INC., a California
corporation doing business as SUR
RESTAURANT; NATHALIE POUILLE-
ZAPATA, an individual; GUILLERMO
ZAPATA, an individual; LISA
VANDERPUMP, an individual; KEN TODD,
an individual, and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 20STCV28951

[Assigned to the Hon. Elihu M. Berle in Dept.
6]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS
OR COMPENSATION IN LIEU THEREOF;
4. FAILURE TO PROVIDE REST PERIODS
OR COMPENSATION IN LIEU THEREOF;
5. FAILURE TO PAY DUE WAGES AT
TERMINATION;
6. WAGE STATEMENT VIOLATIONS;
7. VIOLATION OF LABOR CODE § 226(c);
8. VIOLATION OF LABOR CODE § 1198.5;
9. VIOLATION OF LABOR CODE § 2802;
10. CONVERSION;
11. UNFAIR COMPETITION;
12. CIVIL PENALTIES UNDER LABOR
CODE § 210;
13. CIVIL PENALTIES UNDER LABOR
CODE § 226.3;
14. CIVIL PENALTIES UNDER LABOR
CODE § 558;

15. CIVIL PENALTIES UNDER LABOR
CODE § 1197.1; and

16. CIVIL PENALTIES UNDER LABOR
CODE § 2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000]

COMES NOW plaintiff OLIVIA BEVERLY HANSON ("Plaintiff"), on behalf of herself
and all others similarly situated and aggrieved, alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, on behalf
of Plaintiff and all other current and former similarly situated employees employed by or formerly
employed by ZAPATA NUCCIO, INC., a California corporation doing business as SUR
RESTAURANT, and any of its respective subsidiaries or affiliated companies within the State of
California ("SUR"), NATHALIE POUILLE-ZAPATA, an individual ("POUILLE-ZAPATA"),
GUILLERMO ZAPATA, an individual ("ZAPATA"), LISA VANDERPUMP, an individual
("VANDERPUMP") and KEN TODD ("TODD" and collectively with SUR, POUILLE-
ZAPATA, ZAPATA, VANDERPUMP, and DOES 1 through 100, as further defined below,
"Defendants").

2. This is also a Representative Action, pursuant to the Labor Code Private Attorneys
General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Defendants
as a proxy of the Labor and Workforce Development Agency of the State of California
("LWDA"), on behalf of Plaintiff and all other current and former non-exempt employees of
Defendants working within the Civil Penalty Period, as further defined herein. and on behalf of all
employees of Defendants working within the Civil Penalty Period (collectively, "Aggrieved
Employees").

3. For at least four (4) years prior to the filing of this action and continuing to the
present, Defendants have had a policy or practice of failing to pay overtime wages to Plaintiff and
other non-exempt employees in the State of California in violation of California state wage and

1 hour laws as a result of, without limitation, Plaintiff, similarly situated employees and Aggrieved
2 Employees routinely working over eight (8) hours per day, forty (40) hours per week, and seven
3 consecutive work days in a work week without being properly compensated for hours worked in
4 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
5 worked on the seventh consecutive work day in a work week by, among other things, failing to
6 accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting
7 employees to work off the clock (including by requiring employees to be on-call and failing to pay
8 for all hours worked during training); failing to pay overtime hours at the proper overtime rate of
9 pay, including, without limitation, by paying overtime hours at the improper rate(s) of pay and/or
10 recharacterizing overtime hours worked to appear that they worked at a different time or pay
11 period; by failing to pay for reporting time pay; and/or by manipulating or editing time records to
12 show lesser hours than actually worked during the pay period, to the detriment of Plaintiff, other
13 similarly situated employees and Aggrieved Employees.

14 4. For at least four (4) years prior to the filing of this Action and continuing to the
15 present, Defendants have had a policy or practice of failing to pay minimum wages to Plaintiff and
16 other non-exempt employees in the State of California in violation of California state wage and
17 hour laws as a result of, among other things, Defendants failing to accurately track and/or pay for
18 all hours actually worked; engaging, suffering, or permitting employees to work off the clock
19 (including by requiring employees to be on-call and failing to pay for all hours worked during
20 training); failing to pay for reporting time pay; and/or by manipulating or editing time records to
21 show lesser hours than actually worked during the pay period, to the detriment of Plaintiff, other
22 similarly situated employees and Aggrieved Employees.

23 5. For at least four (4) years prior to the filing of this Action and continuing to the
24 present, Defendants have had a policy or practice of failing to provide Plaintiff, other similarly
25 situated employees or former employees and Aggrieved Employees within the State of California
26 a thirty (30) minute uninterrupted meal period for days on which the employees worked more than
27 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
28 which employees worked in excess of ten (10) hours in a work day, and failing to provide

1 compensation for such unprovided meal periods as required by California wage and hour laws.

2 6. For at least four (4) years prior to the filing of this action and continuing to the
3 present, Defendants have had a policy or practice of failing to provide Plaintiff, similarly situated
4 employees or former employees and Aggrieved Employees within the State of California rest
5 periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing
6 to provide compensation for such unprovided rest periods as required by California wage and hour
7 laws.

8 7. For at least three (3) years prior to the filing of this action and continuing to the
9 present, Defendants have failed to pay Plaintiff, other similarly situated employees and Aggrieved
10 Employees the full amount of their wages owed to them upon termination and/or resignation as
11 required by Labor Code sections 201 and 202 as a result of their failure to pay overtime wages as
12 herein mentioned.

13 8. For at least one (1) year prior to the filing of this Action and continuing to the
14 present, Defendants have had a policy or practice of failing to furnish Plaintiff, similarly situated
15 employees and Aggrieved Employees within the State of California with itemized wage
16 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
17 applicable hourly rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate; the name and address of the legal entity that is the employer; and other
19 such information as required by Labor Code section 226, subdivision (a). As a result thereof,
20 Defendants have further failed to furnish employees with an accurate calculation of gross and
21 gross wages earned, as well as gross and net wages paid.

22 9. For at least three (3) years prior to the filing of this Action and continuing to the
23 present, Defendants had and have a policy or practice of, upon written request to inspect or receive
24 copies of records pursuant to Labor Code section 226, subdivision (b), pertaining to a current or
25 former employee, complying with the request within 21 days from the date thereof.

26 10. For at least three (3) years prior to the filing of this Action and continuing to the
27 present, Defendants had and have a policy or practice of making the contents of personnel records
28 that the employer maintains relating to the employee's performance or to any grievance

1 concerning the employee available for inspection within 30 calendar days from the date of a
2 written request, as required by Labor Code section 1198.5.

3 11. For at least three (3) years prior to the filing of this Action and continuing to the
4 present, Defendants have had a consistent policy of failing to indemnify Plaintiff, other similarly
5 situated employees or former employees and Aggrieved Employees within the State of California
6 for expenses incurred by, including without limitation, purchase and maintenance work uniforms,
7 as well as costs incurred separately laundering mandatory work uniforms separately from their
8 other clothes, in furtherance of their work duties, in violation of, among other authorities, Labor
9 Code section 2802.

10 12. For at least four (4) years prior to the filing of this Action and continuing to the
11 present, Defendants had and have a policy or practice of permitting managers and/or supervisors
12 from receiving gratuities left for Plaintiff, similarly situated employees and Aggrieved Employees.

13 13. Plaintiff, on behalf of herself and all other similarly situated employees, pursuant to
14 California Business and Professions Code sections 17200 through 17208, also seeks (an)
15 injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the
16 establishment of appropriate and effective means to prevent further violations, as well as all
17 monies owed but withheld and retained by Defendants to which Plaintiff and Class Members are
18 entitled, as well as restitution of amounts owed.

19 14. At all relevant times mentioned herein, Defendants had and have a policy or
20 practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing
21 to furnish Plaintiff and other Aggrieved Employees with documents signed to obtain or hold
22 employment under Labor Code section 432, personnel records under Labor Code section 1198.5,
23 and time records under Labor Code section 1174, making it difficult for Plaintiff and other
24 Aggrieved Employees to calculate their unpaid wages and/or premium payments, to the detriment
25 of Plaintiff and other Aggrieved Employees.

26 15. At all relevant times mentioned herein, Defendants have, at times, failed to return
27 interest on deposits made by Plaintiff and Aggrieved Employees, or some of them, for uniforms.

28 / / /

1 16. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
2 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
3 California law (including, without limitation Labor Code section 246, *et seq.* and Los Angeles
4 Municipal Code section 187.01, *et seq.*), and also did not permit its use upon request as
5 contemplated under California laws, to the detriment of Plaintiff and all other Aggrieved
6 Employees.

7 17. At all relevant times herein, Defendants had and have a policy or practice of failing
8 to pay aggrieved employees their paid time off and vacation time owed upon separation of
9 employment as wages at their final rate of pay in violation of Labor Code section 227.3 and
10 applicable Wage Orders.

11 18. At all relevant times mentioned herein, Defendants have had a policy or practice of
12 failing to pay employees their wages in accordance with Labor Code Section 204, which requires
13 that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be
14 paid for between the 16th and 26th day of the month during which the labor was performed, and
15 labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid
16 for between the 1st and 10th day of the following month.”

17 19. At all relevant times mentioned herein, Defendants have had a policy or practice of
18 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
19 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other aggrieved
20 employees with the rates of pay and overtime rates of pay applicable to their employment;
21 allowances claimed as part of the minimum wage; the regular payday designated by Employers;
22 the name, address, and telephone number of the workers’ compensation insurance carrier;
23 information regarding paid sick leave; and other pertinent information required to be disclosed by
24 Defendants under Labor Code section 2810.5.

25 20. Plaintiff, on behalf of herself and all other similarly situated employees, brings this
26 action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210,
27 226, 226.7, 246, 350, 351, 404, 432, 510, 512, 558.1, 1174, 1194, 1194.2, 1197, 1198.5, 2802,
28 2810.5, Los Angeles Municipal Code section 187.01, *et seq.* and California Code of Regulations,

1 Title 8, section 11050, seeking overtime wages, minimum wages, payment of premium wages for
2 missed meal and rest periods, penalties, reimbursement for expenses incurred in furtherance of job
3 duties, other such provisions of California law, and reasonable attorneys' fees and costs.

4 **PARTIES**

5 **A. Plaintiff**

6 21. Plaintiff, OLIVIA BEVERLY HANSON, is a resident of the State of California.
7 At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that
8 Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not
9 limited to, seating patrons, confirming reservations, and answering the phones. Plaintiff worked
10 for Defendants from approximately October of 2019 through in or about January of 2020.

11 **B. Defendants**

12 22. Plaintiff is informed and believes and based thereon alleges that defendant SUR is,
13 and at all times relevant hereto was, a corporation organized and existing under and by virtue of
14 the laws of the State of California and doing business in the County of Los Angeles, State of
15 California.

16 23. Plaintiff is informed and believes, and based thereon alleges, that defendant
17 POUILLE-ZAPATA is, and at all times relevant hereto was, an individual residing in California,
18 as well as an owner or managing agent of SUR, and DOES 1 through 50, as further defined below.

19 24. Plaintiff is informed and believes, and based thereon alleges, that defendant
20 ZAPATA is, and at all times relevant hereto was, an individual residing in California, as well as
21 an owner or managing agent of SUR, and DOES 1 through 50, as further defined below.

22 25. Plaintiff is informed and believes, and based thereon alleges, that defendant
23 VANDERPUMP is, and at all times relevant hereto was, an individual residing in California, as
24 well as an owner or managing agent of SUR, and DOES 1 through 50, as further defined below.

25 26. Plaintiff is informed and believes, and based thereon alleges, that defendant TODD
26 is, and at all times relevant hereto was, an individual residing in California, as well as Chief
27 Executive Officer of SUR, and DOES 1 through 50, as further defined below.

28 / / /

JOINT LIABILITY ALLEGATIONS

27. Plaintiff is informed and believes and based thereon alleges that POUILLE-ZAPATA, ZAPATA, VANDERPUMP and TODD employed Plaintiff and similarly situated employees of SUR and DOES 1 through 50 within the relevant statutory period, by, among other things, exercising control over their wages, hours and/or working conditions. Plaintiff is further informed and believes and based thereon alleges that POUILLE-ZAPATA, ZAPATA, VANDERPUMP and TODD violated, or caused to be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

28. Plaintiff is informed and believes and based thereon alleges that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

29. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

30. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts

1 referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true
2 names and capacities of the defendants designated hereinafter as DOES when such identities
3 become known. Plaintiff is informed and believes, and based thereon alleges, that each defendant
4 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a
5 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each joint
6 defendant are legally attributable to the other defendants.

7 31. Plaintiff is informed and believes, and based thereon alleges, that there exists such
8 a unity of interest and ownership between Defendants, and each of them, that their individuality
9 and separateness have ceased to exist.

10 32. Plaintiff is informed and believes, and based thereon alleges that despite the
11 formation of the purported corporate existence of SUR, and DOES 1 through 50, inclusive (the
12 “Alter Ego Defendants”), they, and each of them, are one and the same with POUILLE-ZAPATA,
13 ZAPATA, VANDERPUMP, TODD and DOES 51 through 100 (“Individual Defendants”), and
14 each of them, due to, but not limited to, the following reasons:

15 a. The Alter Ego Defendants are completely dominated and controlled by the
16 Individual Defendants, or some of them, who personally committed the wrongful and illegal acts
17 and violated the laws as set forth in this Complaint, and who has hidden and currently hide behind
18 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some other
19 wrongful or inequitable purpose;

20 b. The Individual Defendants derive actual and significant monetary benefits by and
21 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
22 the funding source for the Individual Defendants’ own personal expenditures;

23 c. Plaintiff is informed and believes and thereon alleges that the Individual
24 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to
25 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a
26 statute, or accomplishing some other wrongful or inequitable purpose;

27 d. Plaintiff is informed and believes and thereon alleges that the business affairs of the
28 Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned

1 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the
2 same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
3 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the
4 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all
5 relevant times mentioned herein were, the alter egos of the Individual Defendants;

6 e. The recognition of the separate existence of the Individual Defendants and the Alter
7 Ego Defendants would promote injustice insofar that it would permit defendants to insulate
8 themselves from liability to Plaintiff for violations of the California Government Code, Civil
9 Code, Labor Code, and other statutory violations. The corporate existence of these defendants
10 should thus be disregarded in equity and for the ends of justice because such disregard is necessary
11 to avoid fraud and injustice to Plaintiff, and all other similarly situated employees, herein;

12 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
13 Defendants (and vice versa), and the fiction of their separate corporate existence must be
14 disregarded;

15 g. As a result of the aforementioned facts, among others, Plaintiff is informed and
16 believes, and based thereon alleges that the Individual Defendants, the Alter Ego Defendants, and
17 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an
18 employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed
19 services for each and every defendant, and to the mutual benefit of all defendants, and all
20 defendants shared control of Plaintiff and all other similarly situated employees, either directly or
21 indirectly, and in the manner in which defendants' business was and is conducted.

22 33. As such, Defendants, and each of them, are either solely, and/or jointly and
23 severally, liable for the damages alleged in Plaintiff's operative complaint.

24 **JURISDICTION**

25 34. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
26 of Civil Procedure section 410.10.

27 35. Venue is proper in Los Angeles County, California pursuant to Code of Civil
28 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the

1 causes of action complained of herein arose, where defendants, or some of them, have their
2 principal place of business. It is also the county in which the employment relationship began, the
3 county in which performance of the employment contract, or part of it, between Plaintiff and
4 Defendants was due to be performed, was actually performed, and was breached by Defendants.
5 Finally, venue is proper in Los Angeles County as the unlawful acts alleged herein have a direct
6 effect on Plaintiff and those similarly situated within Los Angeles County and the State of
7 California, and because Defendants employ numerous Class Members in Los Angeles County and
8 the State of California.

9 36. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
10 Defendants during the applicable statutory period and suffered one or more of the Labor Code
11 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term
12 “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor
13 Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
14 (“PAGA”) plus reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current
15 and former employees of Defendants during the Civil Penalty Period.

16 37. Specifically, Plaintiff seeks to recover PAGA civil penalties through a
17 representative action permitted by PAGA and the California Supreme Court in, among other
18 authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities,
19 class certification of the PAGA allegations described herein is not required.

20 38. During the period beginning one (1) year preceding the provision of notice to the
21 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
22 Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3,
23 226.7, 227.3, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1, 1197.5, 1198.5,
24 2699, 2802, and 2810.5, among others.

25 39. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
26 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees
27 within the statutory period, to bring a civil action to recover civil penalties pursuant to the
28 procedures specified in Labor Code section 2699.3.

40. On or around July 30, 2020, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

41. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A). the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the July 30, 2020 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

FACTUAL BACKGROUND

42. Plaintiff, other similarly situated employees and Aggrieved Employees have not been paid, during the relevant liability periods, wages for all time worked. including overtime wages, as a result of, including but not limited to, failing to pay overtime wages to Plaintiff and other non-exempt employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and similarly situated employees working over eight (8) hours per day, forty (40) hours per week or seven (7) consecutive work days in a work week without being properly compensated for the hours worked in excess of (8) hours per day, forty (40) hours per week, or seven (7) consecutive work days in a workweek at the proper overtime rate of pay. Specifically, among other things, Defendants had a policy or practice of failing to accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting employees to work off the clock (including by requiring employees to be on-call and failing to pay for all hours worked during training); failing to pay overtime hours at the proper overtime rate of pay, including, without limitation, by paying overtime hours at the improper rate(s) of pay and/or recharacterizing overtime hours worked to appear that they worked at a different time or pay period; by failing to pay for reporting time pay; and/or by manipulating or editing time records to show lesser hours than actually worked during the pay period.

43. Plaintiff, other similarly situated employees and Aggrieved Employees have not been paid during the relevant liability periods, minimum wages for all regular hours worked, as a result of, among other things, Defendants failing to accurately track and/or pay for all hours

1 actually worked; engaging, suffering, or permitting employees to work off the clock (including by
2 requiring employees to be on-call and failing to pay for all hours worked during training); failing
3 to pay for reporting time pay; and/or by manipulating or editing time records to show lesser hours
4 than actually worked during the pay period.

5 44. Defendants have had a consistent policy or practice of failing during the relevant
6 liability periods, Plaintiff, similarly situated employees or former employees and Aggrieved
7 Employees within the State of California a thirty (30) minute, uninterrupted, and timely meal
8 period for days on which the employees worked more than five (5) hours in a workday; a second
9 thirty (30) minute, uninterrupted, and timely meal period for days on which employees worked in
10 excess of ten (10) hours in a workday; and/or compensation for such unprovided meal periods as
11 required by California wage and hour laws.

12 45. Defendants have had a consistent policy or practice of failing to provide Plaintiff,
13 similarly situated employees or former employees and Aggrieved Employee within the State of
14 California rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
15 thereof and failing to provide compensation for such unprovided rest periods as required by
16 California wage and hour laws.

17 46. At the time Plaintiff's employment and the employment of other former employees
18 of Defendants ended, Defendants willfully failed to pay overtime and minimum wages at the
19 proper rate and failed to pay one hour of wages in lieu of each non-compliant meal and/or rest
20 period, among other things.

21 47. Defendants have failed to comply with Labor Code section 226, subdivision (a) by
22 not providing itemized wage statements accurately showing, including but not limited to, gross
23 wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during
24 the pay period and the corresponding number of hours worked at each hourly rate; the legal name
25 and address of the employer; and other such information as required by Labor Code section 226,
26 subdivision (a).

27 48. Defendants have failed, during the relevant liability periods, to comply with Labor
28 Code section 226, subdivision (c) by failing to, upon written request to inspect or receive copies of

1 records pursuant to Labor Code section 226, subdivision (b), pertaining to a current or former
2 employee, complying with the request within 21 days from the date thereof. in connection with
3 Plaintiff, all others similarly situated and Aggrieved Employees.

4 49. Defendants have failed to comply, during the relevant liability periods, with Labor
5 Code section 1198.5 by failing to make the contents of personnel records that the employer
6 maintains relating to the employee's performance or to any grievance concerning the employee
7 available for inspection within 30 calendar days from the date of a written request, as required by
8 Labor Code section 1198.5.

9 50. Defendants have failed to reimburse Plaintiff, similarly situated employees and
10 Aggrieved Employees, during the relevant liability periods, as required under Labor Code section
11 2802 for the cost of their mandatory work uniforms, as well as costs incurred laundering
12 mandatory work uniforms separately from their other clothes in furtherance of their work duties,
13 in violation of, among other authorities, Labor Code section 2802.

14 51. Defendants have failed to comply, during the relevant liability periods, with Labor
15 Code sections 350 and 351 by collecting, taking or receiving gratuities, or part therefor, that which
16 was paid, given to, or left for Plaintiff, all others similarly situated and Aggrieved Employees.

17 52. Defendants have failed to comply, during the relevant liability periods with Labor
18 Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and other Aggrieved
19 Employees with documents signed to obtain or hold employment under Labor Code section 432,
20 personnel records under Labor Code section 1198.5, and time records under Labor Code section
21 1174, making it difficult for Plaintiff and Aggrieved Employees to calculate their unpaid wages
22 and/or premium payments, to the detriment of Plaintiffs and other Aggrieved Employees.

23 53. Defendants have failed to comply, during the relevant liability periods, with Labor
24 Code section 404 by failing to return interest on deposits made by Plaintiff and Aggrieved
25 Employees, or some of them, for uniforms.

26 54. Defendants have failed to comply, during the relevant liability periods, with Labor
27 Code section 246 and Los Angeles Municipal Code section 187.01, *et seq.*, by failing to provide
28 Plaintiff and other Aggrieved Employees with the amount of paid sick leave required to be

1 provided pursuant to California law and also did not permit its use upon request as contemplated
2 under California laws.

3 55. Defendants have failed to comply, during the relevant liability periods, with Labor
4 Code section 227.3 and applicable Wage Orders by failing to pay aggrieved employees their paid
5 time off and vacation time owed upon separation of employment as wages at their final rate of
6 pay.

7 56. At all relevant times mentioned herein, Defendants have had a policy or practice of
8 failing to pay employees their wages in accordance with Labor Code Section 204, which requires
9 that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be
10 paid for between the 16th and 26th day of the month during which the labor was performed, and
11 labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid
12 for between the 1st and 10th day of the following month.”

13 57. At all relevant times mentioned herein, Defendants have had a policy or practice of
14 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
15 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other aggrieved
16 employees with the rates of pay and overtime rates of pay applicable to their employment;
17 allowances claimed as part of the minimum wage; the regular payday designated by Employers;
18 the name, address, and telephone number of the workers’ compensation insurance carrier;
19 information regarding paid sick leave; and other pertinent information required to be disclosed by
20 Defendants under Labor Code section 2810.5.

21 58. Plaintiff, other similarly situated employees or former employees and Aggrieved
22 Employees at all times pertinent hereto were not exempt from the payment of overtime wages,
23 minimum wages, payment of premium wages for missed rest periods, timely pay during
24 employment and at the time of employment separation, wage statement penalties, being permitted
25 to inspect documents requested by employees, reimbursement for expenses incurred in furtherance
26 of job duties, being paid all gratuities left to them without sharing them with Defendants or their
27 agents, return of deposits for uniforms, payment of vacation pay owed upon separate of
28 employment, accrual and use of paid sick leave, access to compliant rest areas, and other such

provisions of California law, and the implementing rules and regulations of the IWC California Wage Orders.

CLASS ACTION ALLEGATIONS

59. Plaintiff brings this action on behalf of herself and all others similarly situated, as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Class Members").

60. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

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

A. Numerosity

62. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiff is informed and believes that there are over fifty (50) Class Members employed by Defendants within the State of California.

63. Accounting for employee turnover during the relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

64. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

- (a) Did Defendants violate Labor Code sections 510, 1194, and 1197 by failing to adequately track, and therefore adequately pay, wages for time worked

- 1 by Class Members?
- 2 (b) Did Defendants violate Labor Code sections 510, 1194, and 1197 by editing
- 3 and/or manipulating Class Members' time entries to show lesser hours than
- 4 actually worked during a pay period?
- 5 (c) Did Defendants violate Labor Code sections 510, 1194 and 1197 by
- 6 recharacterizing overtime hours worked to appear that they worked at a
- 7 different time or pay period to avoid payment of overtime wages?
- 8 (d) Did Defendants violate Labor Code sections 510, 1194, and 1197 by
- 9 requiring that employees remain on call without adequate pay for all time
- 10 worked?
- 11 (e) Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing
- 12 to provide reporting time pay?
- 13 (f) Did Defendants violate Labor Code sections 510, 1194, and 1197 by failing
- 14 to pay employees for all hours worked during training?
- 15 (g) Are Class Members entitled to liquidated damages under Labor Code
- 16 section 1194.2 for Defendants' failure to pay minimum wages for all hours
- 17 worked?
- 18 (h) Did Defendants violate Labor Code section 512 by not providing Class
- 19 Members with compliant meal periods?
- 20 (i) Did Defendants violate Labor Code section 226.7 by not providing Class
- 21 Members with additional wages for missed or interrupted meal periods?
- 22 (j) Did Defendants violate Labor Code section 512 by not providing Class
- 23 Members with rest periods?
- 24 (k) Did Defendants violate Labor Code section 226.7 by not providing Class
- 25 Members with additional wages for missed or interrupted rest periods?
- 26 (l) Did Defendants violate Labor Code sections 201 and 202 by failing to pay
- 27 Class Members upon termination or resignation all wages earned?
- 28 (m) Are Defendants liable to Class Members for penalty wages under Labor

- 1 Code section 203?
- 2 (n) Did Defendants violate Labor Code section 226, subdivision (a) by not
- 3 furnishing Class Members with accurate wage statements?
- 4 (o) Did Defendants violate Labor Code section 226, subdivision (c) by not
- 5 timely providing Class Members with (or permitting them to inspect) a
- 6 complete set of the documents described in Labor Code section 226,
- 7 subdivision (b) upon request?
- 8 (p) Are Defendants liable to Class Members for penalties under Labor Code
- 9 section 226, subdivision (f)?
- 10 (q) Did Defendants violate Labor Code section 1198.5 by not providing Class
- 11 Members with timely and complete personnel records described under
- 12 Labor Code section 1198.5, subdivision (a) upon request?
- 13 (r) Are Defendants liable to Class Members for penalties under Labor Code
- 14 section 1198.5, subdivision (k)?
- 15 (s) Did Defendants violate Labor Code section 2802 by requiring employees to
- 16 purchase work uniforms without reimbursement?
- 17 (t) Did the nature of Class Members' work duties require separate laundry of
- 18 their work uniforms?
- 19 (u) Did Defendants violate Labor Code section 2802 by failing to reimburse
- 20 Class Members with the cost of separately laundering their work uniforms?
- 21 (v) Did Defendants violate Labor Code sections 350 and 351 by
- 22 misappropriating gratuities left for Class Members?
- 23 (w) Did Defendants violate the Unfair Competition Law, Business and
- 24 Professions Code section 17200, *et seq.*, by their unlawful practices as
- 25 alleged herein?
- 26 (x) Are Class Members entitled to restitution of wages under Business and
- 27 Professions Code section 17203?
- 28 (y) Are Class Members entitled to costs and attorneys' fees?

1 (z) Are Class Members entitled to interest?

2 **C. Typicality**

3 65. The claims of Plaintiff herein alleged are typical of those claims which could be
4 alleged by any Class members, and the relief sought is typical of the relief which would be sought
5 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
6 damages arising out of and caused by Defendants' common course of conduct in violation of laws
7 and regulations that have the force and effect of law and statutes as alleged herein.

8 **D. Adequacy of Representation**

9 66. Plaintiff will fairly and adequately represent and protect the interest of Class
10 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
11 hour class actions.

12 **E. Superiority of Class Action**

13 67. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
15 questions of law and fact common to Class Members predominate over any questions affecting
16 only individual Class Members. Class Members, as further described therein, have been damaged
17 and are entitled to recovery by reason of Defendants' illegal policy and/or practices, including,
18 without limitation, failing to pay overtime wages, minimum wages; failing to provide meal and
19 rest breaks or compensation in lieu thereof; failing to provide accurate wage statements; failing to
20 pay all wages due upon termination and/or resignation; failing to timely permit inspection of
21 complete records under Labor Code sections 226 and 1198.5; failing to reimburse employees for
22 expenses incurred in furtherance of job duties; and failing to pay over all gratuities left for Class
23 Members to those Class Members.

24 68. Class action treatment will allow those similarly situated to litigate their claims in a
25 manner that is most efficient and economical for the parties and the judicial system. Plaintiff is
26 unaware of any difficulties that are likely to be encountered in the management of this action that
27 would preclude its maintenance as a class action.

28 / / /

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages – Against All Defendants)**

3 69. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

5 70. At all times relevant to this Complaint, Labor Code section 510 was in effect and
6 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
7 one workday and any work in excess of forty hours in any one workweek . . . shall be
8 compensated at the rate of no less than one and one-half times the regular rate of pay for an
9 employee.”

10 71. At all times relevant to this Complaint, Labor Code section 510 further provided
11 that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than
12 twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
13 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular
14 rate of pay.”

15 72. At all times mentioned, Plaintiff and Class Members, worked for Defendants
16 during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours
17 in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid
18 overtime wages for all hours worked as a result of, including but not limited to, failing to
19 accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting
20 employees to work off the clock (including by requiring employees to be on-call and failing to pay
21 for all hours worked during training); failing to pay overtime hours at the proper overtime rate of
22 pay, including, without limitation, by paying overtime hours at the improper rate(s) of pay and/or
23 recharacterizing overtime hours worked to appear that they worked at a different time or pay
24 period; by failing to pay for reporting time pay; and/or by manipulating or editing time records to
25 show lesser hours than actually worked during the pay period, by Plaintiff and other similarly
26 situated employees in the State of California.

27 73. Accordingly, by requiring Plaintiff and Class Members to work greater than eight
28 (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without

properly compensating overtime wages at the proper overtime rate of pay, Defendants willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

74. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

75. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

76. At all relevant times, Plaintiff and Class Members were employees of Defendants covered by Labor Code section 1197 and applicable Wage Orders.

77. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

78. Defendants failed to pay Plaintiff and Class Members minimum wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting employees to work off the clock (including by requiring employees to be on-call and failing to pay for all hours worked during training); failing to pay for reporting time pay; and/or by manipulating or editing time records to show lesser hours than actually worked during the pay period by Plaintiff and other similarly situated employees in the State of California.

79. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all minutes worked or otherwise due.

80. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure

1 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled
2 to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
3 damages, reasonable attorneys' fees and costs of suit.

4 **THIRD CAUSE OF ACTION**

5 **(Failure to Provide Meal Periods – Against All Defendants)**

6 81. Plaintiff realleges and incorporates by reference all of the allegations contained in
7 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

8 82. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer
9 shall employ an employee for a work period of more than five (5) hours without a timely meal
10 break of not less than thirty (30) minutes in which the employee is relieved of all of his or her
11 duties. Furthermore, no employer shall employ an employee for a work period of more than ten
12 (10) hours per day without providing the employee with a second timely meal period of not less
13 than thirty (30) minutes in which the employee is relieved of all of his or her duties.

14 83. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
15 with a meal period as provided in the applicable Wage Order of the Industrial Welfare
16 Commission, the employer shall pay the employee one (1) additional hour of pay at the
17 employee's regular rate of compensation for each workday that the meal period is not provided.

18 84. Plaintiff and Class Members were during the relevant time period, not provided
19 with requisite uninterrupted meal periods as contemplated under the law.

20 85. By their failure to provide Plaintiff and Class Members with the meal periods
21 contemplated by Labor Code section 512, among other California authorities, and failing to
22 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
23 violated the provisions of Labor Code section 512 and applicable Wage Orders.

24 86. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
25 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
26 owed for missed, untimely, interrupted and/or incomplete meal periods.

27 87. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
28 additional pay for missed meal periods, in amounts to be determined at trial, and are entitled to

1 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under
2 Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil
3 Code section 3287.

4 **FOURTH CAUSE OF ACTION**

5 **(Failure to Provide Rest Periods – Against All Defendants)**

6 88. Plaintiff realleges and incorporates by reference all of the allegations contained in
7 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

8 89. California law and applicable Wage Orders require that employers “authorize and
9 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
10 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
11 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
12 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20)
13 minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be
14 provided thirty (30) minutes of paid rest period.

15 90. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
16 with a meal period or rest period as provided in the applicable Wage Order of the Industrial
17 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
18 employee's regular rate of compensation for each work day that the rest period is not provided.

19 91. By their failure to provide Plaintiff and Class Members with the rest periods
20 contemplated by California law, and failure to provide compensation for such unprovided rest
21 periods, as alleged above, Defendants willfully violated the provisions of Labor Code section
22 226.7 and applicable Wage Orders.

23 92. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
24 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
25 owed for missed rest periods.

26 93. Pursuant to Labor Code section 226.7, Code of Civil Procedure section 1032, and
27 Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of
28 their premium pay for unprovided rest periods, interest and penalties thereon, and costs of suit.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

94. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

95. At all relevant times, Plaintiff and Class Members were employees of Defendants covered by Labor Code sections 201 and 202.

96. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours' previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

97. Plaintiff is informed and believes, and based thereon alleges, that Defendants, due to the failure to provide overtime and minimum wages mentioned above, failed to pay Plaintiff and Class Members all wages earned and unpaid, including overtime wages and minimum wages, prior to resignation or termination in accordance with Labor Code sections 201 or 202.

98. Defendants' failure to pay Plaintiff and Class Members all wages earned prior to termination in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202.

99. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members are entitled to all wages earned prior to termination that Defendants failed to pay them.

100. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to penalty wages from the date their earned and unpaid wages were due, upon termination, until paid, up to a maximum of thirty (30) days.

101. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have

1 suffered damages in an amount subject to proof, to the extent they were not paid for all wages
2 earned prior to termination.

3 102. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
4 suffered damages in an amount subject to proof, to the extent they were not paid all penalty wages
5 owed under Labor Code section 203.

6 103. Pursuant to Labor Code sections 203, 218 and 218.5, Code of Civil Procedure
7 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled
8 to recover the full amount of their unpaid wages, and penalty wages under Labor Code section
9 203, reasonable attorneys' fees on their unpaid wages, and costs of suit.

10 104. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
11 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
12 waiting time penalties, interest, and other costs of suit on the waiting time penalties, as well.

13 **SIXTH CAUSE OF ACTION**

14 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

15 105. Plaintiff realleges and incorporates by reference all of the allegations contained in
16 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

17 106. At all relevant times, Plaintiff and Class Members were employees of Defendants
18 covered by Labor Code section 226.

19 107. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
20 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
21 itemized statement that accurately reflects, among other things, gross wages earned; total hours
22 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate; and the name and address of the legal
24 entity that is the employer.

25 108. Plaintiff is informed and believe, and based thereon alleges. that at all relevant
26 times, Defendants, due to the failure to pay due wages for the reasons described herein, also
27 failed to issue wage statements that accurately set out amounts due to, among other things, gross
28 wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect

1 during the pay period and the corresponding number of hours worked at each hourly rate; and the
2 name and address of the legal entity that is the employer.

3 109. Thus, Defendants failed to provide Plaintiff and Class Members accurate itemized
4 wage statements in accordance with Labor Code section 226, subdivision (a).

5 110. Defendants' failure to provide Plaintiff and Class Members with accurate wage
6 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
7 and Class Members with accurate wage statements, but willfully provided wage statements that
8 Defendants knew were not accurate.

9 111. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered injury. The absence of accurate information on their wage statements has delayed timely
11 challenge to Defendants' unlawful pay practices; requires discovery and mathematical
12 computations to determine the amount of wages owed; causes difficulty and expense in
13 attempting to reconstruct time and pay records; and led to submission of inaccurate information
14 about wages and amounts deducted from wages to state and federal governmental agencies.

15 112. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
16 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
17 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a
18 subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

19 113. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
20 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
21 recover the full amount of penalties due under Labor Code section 226, subdivision (e),
22 reasonable attorneys' fees, and costs of suit.

23 **SEVENTH CAUSE OF ACTION**

24 **(Violation of Labor Code Section 226(c) – Against All Defendants)**

25 114. Plaintiff realleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs of this First Amended Complaint as though fully set forth herein.

27 115. At all relevant times, Plaintiff and Class Members were employees or former
28 employees of Defendants covered by Labor Code section 226.

116. At all relevant times, under Labor Code section 226, subdivision (a), all deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

117. At all relevant times, under Labor Code section 226, subdivision (b), an employer required to keep information required by Labor Code section 226, subdivision (a) must afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer.

118. At all relevant times, under Labor Code section 226, subdivision (c), an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to current or former employees must comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

119. At all relevant times, under Labor Code section 226, subdivision (f), an employer who fails to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles the current or former employee to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.

120. Defendants violated Labor Code section 226 by failing to timely permit Plaintiff and Class Members to inspect or records described in Labor Code section 226, subdivision (b) that Defendants were required to maintain under subsection (a) upon reasonable request. Moreover, Plaintiff is informed and believes, and thereon alleges, that at all relevant times within the applicable limitations period, Defendants maintained a policy or practice of failing to timely permit current or former employees inspect or copy their complete personnel records.

121. As a result of Defendants' conduct, Plaintiff and Class Members did not receive documents to which they were entitled under Labor Code section 226, subdivision (b) and thus were not able to fully assess potential Labor Code and/or common law violations pertaining to unpaid wages by Defendants against Plaintiff and Class Members while applicable statutes of limitations continue to run, resulting in irreparable injuries without adequate remedies at law.

1 Additionally, Plaintiff and Class Members bear the risk of being irreparably injured should the
2 documents and records responsive to Labor Code section 226, subdivision (b) be lost and/or
3 destroyed.

4 122. Pursuant to Labor Code sections 226, subdivisions (f) and (g), Code of Civil
5 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
6 recover the full amount of penalties due under Labor Code section 226, subdivision (e),
7 reasonable attorneys' fees and costs of suit.

8 **EIGHTH CAUSE OF ACTION**

9 **(Violation of Labor Code section 1198.5 – Against All Defendants)**

10 123. Plaintiff realleges and incorporates by reference all of the allegations contained in
11 the preceding paragraphs of this First Amended Complaint as though fully set forth herein.

12 124. At all relevant times, Plaintiff and Class Members were employees or former
13 employees of Defendants covered by Labor Code section 1198.5.

14 125. Pursuant to Labor Code section 1198.5, "every current and former employee...has
15 the right to inspect and receive a copy of the personnel records that the employer maintains
16 relating to the employee's performance or to any grievance concerning the employee."

17 126. Defendants were required to maintain a copy of each employee's personnel records
18 for a period of not less than three (3) years after termination of employment and make the
19 contents of those personnel records available for inspection no later than thirty (30) calendar days
20 from the date the employer received a written request.

21 127. Defendants violated Labor Code section 1198.5 by failing to timely permit Plaintiff
22 and Class Members to inspect and/or receive copies of such documents. Moreover, Plaintiff is
23 informed and believes, and thereon alleges, that at all relevant times within the applicable
24 limitations period, Defendants maintained a policy or practice of failing to timely permit current
25 or former employees inspect or copy their complete personnel records.

26 128. As a result of Defendants' conduct, Plaintiff and Class Members did not receive
27 their complete personnel records as contemplated by Labor Code section 1198.5 and were not
28 able to fully assess potential Labor Code and/or common law workplace-based violations by

1 Defendants against Plaintiff and Class Members while applicable statutes of limitations continue
2 to run, resulting in irreparable injuries without adequate remedies at law. Additionally, Plaintiff
3 and Class Members bear the risk of being irreparably injured should the documents and records
4 responsive to Labor Code section 1198.5 be lost and/or destroyed.

5 129. Pursuant to Labor Code section 1198.5, Plaintiff and Class Members are entitled to
6 a statutory \$750 penalty each from Defendants and injunctive relief to obtain compliance with
7 this section, as well as costs of suit and reasonable attorney's fees.

8 **NINTH CAUSE OF ACTION**

9 **(Violation of Labor Code § 2802 – Against All Defendants)**

10 130. Plaintiff realleges and incorporates by reference all of the allegations contained in
11 the preceding paragraphs of this First Amended Complaint as though full set forth hereat.

12 131. At all relevant times, Plaintiff and Class Members were employees of Defendants
13 covered by Labor Code section 2802.

14 132. California Labor Code section 2802, subdivision (a) provides that “an employer
15 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
16 employee in direct consequence of the discharge of his or her duties . . .”

17 133. At all relevant times, Defendants failed and refused, and still fail and refuse, to
18 reimburse Plaintiff and Class Members for the costs incurred, including but not limited to,
19 uniforms that they were required to purchase and wear on duty, and for separate laundry of those
20 uniforms from their other clothes.

21 134. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
22 suffered damages in an amount subject to proof, to the extent they were not reimbursed for costs
23 incurred in purchase of work uniforms and separate laundering of said uniforms, in furtherance of
24 their work duties for Defendants.

25 135. Pursuant to Labor Code section 2802, Code of Civil Procedure section 1032, and
26 Civil Code section 3287, Plaintiff and Class Members are entitled to recover actual costs incurred
27 for their work uniforms and separate laundering, reasonable attorney's fees and costs of suit.

28 **TENTH CAUSE OF ACTION**

(Conversion – Against All Defendants)

136. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

137. At all relevant times herein, Plaintiff and Class Members were non-exempt employees of Defendants covered by Labor Code section 351 and protected from conversion of their wages by Defendants, among others.

138. Labor Code section 351 provides, in pertinent part, that “[n]o employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity...”

139. A cause of action for conversion consists of: (1) the ownership or right to possession of the property by Plaintiff and Class Members; (2) wrongful exercise of dominion over that property by Defendants; and (3) damages. (*See, e.g., Lee v. Hanley* (2015) 61 Cal.4th 1225, 1240.)

140. Plaintiff is informed and believes, and based thereon alleges that Defendants and/or their agents (including managerial and supervisory employees) collected, took, or received gratuities left for Plaintiff and Class Members in violation of Labor Code section 351, and that this wrongful exercise of dominion over the gratuities earned by Plaintiff and Class Members constituted conversion.

141. Defendants’ deliberate acts denying Plaintiff and Class Members tips earned in violation of Labor Code section 351 constitutes conversion.

142. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid said gratuities in violation of Labor Code section 351.

143. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of gratuities in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code

1 section 3287.

2 **ELEVENTH CAUSE OF ACTION**

3 **(Unfair Competition – Against All Defendants)**

4 144. Plaintiff realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

6 145. The unlawful conduct of Defendants alleged herein constitutes unfair competition
7 within the meaning of Business and Professions Code section 17200. Due to their unlawful
8 business practices in violation of the Labor Code, Defendants have gained a competitive
9 advantage over other comparable companies doing business in the State of California that comply
10 with their obligations to compensate employees in accordance with the Labor Code.

11 146. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
12 Members have suffered injury in fact and lost money or property. Plaintiff and Class Members
13 have been deprived of overtime compensation; minimum wage compensation; provision of meal
14 breaks or compensation in lieu thereof; provision of rest breaks or compensation in lieu thereof;
15 provision of all wages upon termination or resignation; from being provided with accurate wage
16 statements; inspection of complete sets of documents to which they are entitled under Labor Code
17 sections 226 and 1198.5; reimbursement for costs incurred in furtherance of job duties; and from
18 receipt of gratuities left to them, among other things.

19 147. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
20 Members are entitled to restitution of all wages and other monies owed to them under the Labor
21 Code, including interest thereon, in which they had a property interest and which Defendants
22 nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of
23 the money owed to Plaintiff and Class Members is necessary to prevent Defendants from
24 becoming unjustly enriched by their failure to comply with the Labor Code.

25 148. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
26 Procedure section 1032 and interest under Civil Code section 3287.

27 **TWELFTH CAUSE OF ACTION**

28 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

1 149. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
2 and incorporates each by reference as though fully set forth hereat.

3 150. At all relevant times herein, Labor Code section 204, requires and required that:
4 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
5 for between the 16th and 26th day of the month during which the labor was performed, and labor
6 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
7 between the 1st and 10th day of the following month.”

8 151. At all relevant times herein, Labor Code section 210, subdivision (a) states and
9 stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in
10 this article, every person who fails to pay the wages of each employee as provided in Sections
11 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1)
12 For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and
13 “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars
14 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

15 152. At all relevant times herein, Defendants have had a consistent policy or practice of
16 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
17 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
18 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
19 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
20 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
21 for each subsequent violation in connection with each payment that was made in violation of
22 Labor Code section 204.

23 **THIRTEENTH CAUSE OF ACTION**

24 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

25 153. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
26 and incorporates each by reference as though fully set forth hereat.

27 154. Defendants had and have a policy or practice of failing to comply with Labor Code
28 section 226, subdivision (a) by intentionally failing to furnish Plaintiff with itemized wage

1 statements that accurately reflect gross wages earned; total hours worked; net wages earned; the
2 name and address of each employer with whom they have been placed to work; all applicable
3 hourly rates in effect during the pay period and the corresponding number of hours worked at each
4 hourly rate; the legal name of the employer and/or the name and address of the legal entity securing
5 the employer's services if the employer is a farm labor contractor; and other such information as
6 required by Labor Code section 226, subdivision (a).

7 155. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
8 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
9 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
10 for each violation in a subsequent citation, for which the employer fails to provide the employee a
11 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

12 156. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
13 this section are in addition to any other penalty provided by law."

14 157. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
15 and have a policy or practice of failing to furnish non-exempt employees, including, without
16 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned;
17 total hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
18 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
19 name of the employer and/or the name and address of the legal entity securing the employer's
20 services if the employer is a farm labor contractor; and other such information as required by Labor
21 Code section 226, subdivision (a).

22 158. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
23 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
24 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
25 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
26 period for each subsequent violation.

27 **FOURTEENTH CAUSE OF ACTION**

28 **(Violation of Labor Code § 558 – Against All Defendants)**

1 159. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
2 and incorporates each by reference as though fully set forth hereat.

3 160. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other
4 person acting on behalf of an employer who violates, or causes to be violated . . . any provision
5 regulating hours and days of work in any of the Industrial Welfare Commission" shall be subject
6 to a civil penalty as follows:

7 a. For any initial violation, fifty dollars (\$50) for each underpaid employee and for
8 each pay period for which the employee was underpaid in addition to an amount
9 sufficient to recover underpaid wages;

10 b. For each subsequent violation, one hundred dollars (\$100) for each underpaid
11 employee for each pay period for which the employee was underpaid in addition to
12 an amount sufficient to recover underpaid wages;

13 c. Wages recovered pursuant to this section shall be paid to the affected employee."

14 161. Plaintiff is informed and believes, and based thereon allege, that Defendants, and
15 each of them, violated, or caused to be violated, the Labor Code sections described herein,
16 including causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages, be
17 paid minimum wages, be paid premium wages for missed meal and rest periods, be paid timely
18 pay during employment and at the time of employment separation, be provided wage statement
19 penalties, be permitted to inspect documents requested by employees, be reimbursed for expenses
20 incurred in furtherance of job duties, be paid all gratuities left to them without sharing them with
21 Defendants or their agents, receive uniform deposits and interest thereon, be paid vacation pay
22 owed upon separate of employment, be provided accrual and use of paid sick leave, and be
23 provided with notice as required under Labor Code section 2810.5.

24 162. As a direct and proximate result of the herein-described Labor Code violations,
25 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to
26 recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty
27 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one
28 hundred dollars (\$100) for each Aggrieved Employee per pay period for each subsequent

1 violation.

2 **FIFTEENTH CAUSE OF ACTION**

3 **(Violation of Labor Code § 1197.1 – Against All Defendants)**

4 163. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
5 and incorporates each by reference as though fully set forth hereat.

6 164. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
7 person acting either individually or as an officer, agent, or employee of another person, who pays
8 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
9 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
10 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
11 Section 203 as follows:

- 12 a. For any initial violation that is intentionally committed, one hundred dollars (\$100)
13 for each underpaid employee for each pay period for which the employee is
14 underpaid. This amount shall be in addition to an amount sufficient to recover
15 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
16 applicable penalties imposed pursuant to Section 203;
- 17 b. For each subsequent violation for the same specific offense, two hundred fifty
18 dollars (\$250) for each underpaid employee for each pay period for which the
19 employee is underpaid regardless of whether the initial violation is intentionally
20 committed. This amount shall be in addition to an amount sufficient to recover
21 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
22 applicable penalties imposed pursuant to Section 203;
- 23 c. Wages, liquidated damages, and any applicable penalties imposed pursuant to
24 Section 203, recovered pursuant to this section shall be paid to the affected
25 employee.”

26 165. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of
28 Defendants, without limitation, failing to accurately track and/or pay for all hours actually worked;

1 engaging, suffering, or permitting employees to work off the clock (including by requiring
2 employees to be on-call and failing to pay for all hours worked during training); failing to pay for
3 reporting time pay; and/or by manipulating or editing time records to show lesser hours than
4 actually worked during the pay period, to the detriment of Plaintiff and Aggrieved Employees.

5 166. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
8 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
9 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
10 subsequent violation.

11 **SIXTEENTH CAUSE OF ACTION**

12 **(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

13 167. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
14 and incorporates each by reference as though fully set forth hereat.

15 168. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
16 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
17 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
18 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
19 action brought by an aggrieved employee on behalf of herself or herself and other current or
20 former employees pursuant to the procedures specified in Labor Code section 2699.3.

21 169. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the
22 Labor Code except those for which a civil penalty is specifically provided, the established civil
23 penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the
24 person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each
25 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
26 each aggrieved employee per pay period for each subsequent violation.

27 170. Plaintiff is informed and believes and based thereon alleges that Defendants, and
28 each of them, violated the Labor Code sections described herein, including, without limitation, for

1 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
2 compensation in lieu thereof; provide accurate, itemized wage statements: pay timely wages
3 during employment and after employment separation; provide employees the opportunity to
4 inspect employment records; reimburse Aggrieved Employees for costs incurred in furtherance of
5 their work duties; provide notice as required under Labor Code section 2810.5; provide the proper
6 accrual and use of paid sick leave; paying employees all owed paid time off and vacation time
7 owed by separation at the proper rate of pay; be paid all gratuities left to them without sharing
8 them with Defendants or their agents, and receive uniform deposits and interest thereon, entitling
9 Plaintiff and other Aggrieved Employees to civil penalties for each of these Labor Code violations
10 in the amounts set forth in Labor Code section 2699, subdivision (f).

11 171. Moreover, Plaintiff and other Aggrieved Employees within the State of California
12 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
13 connection with their herein-described claims for civil penalties.

14 **DEMAND FOR JURY TRIAL**

15 172. Plaintiff demands a trial by jury on all causes of action contained herein.

16 **PRAYER**

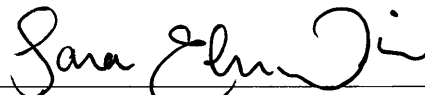
17 WHEREFORE, on behalf of herself and all others similarly situated, Plaintiff prays for
18 judgment against Defendants as follows:

- 19 A. An order certifying this case as a Class Action;
- 20 B. An Order appointing Plaintiff as Class Representative and appointing Plaintiff's
21 counsel as class counsel;
- 22 C. Damages for all wages earned and owed, including minimum and overtime wages
23 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
- 24 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 25 E. Damages for unpaid premium wages from missed meal and rest periods under,
26 among other Labor Code sections, 512, 558.1, and 226.7;
- 27 F. Penalties for inaccurate wage statements under Labor Code sections 226,
28 subdivision (e) and 558.1;

- 1 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 2 H. Penalties for failure to timely permit inspection of documents under Labor Code
- 3 sections 226, 558.1 and 1198.5;
- 4 I. Reimbursement for costs incurred in furtherance of work duties under Labor Code
- 5 sections 558.1 and 2802;
- 6 J. Damages for gratuities earned but not received under Labor Code sections 350, 351
- 7 and 558.1;
- 8 K. Preliminary and permanent injunctions prohibiting Defendants from further
- 9 violating the California Labor Code and requiring the establishment of appropriate
- 10 and effective means to prevent future violations;
- 11 L. Restitution of wages and benefits due which were acquired by means of any unfair
- 12 business practice, according to proof;
- 13 M. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
- 14 1197.1, and 2699;
- 15 N. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
- 16 210, 226.3, 558, 1197.1, and 2699;
- 17 O. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 18 P. For attorneys' fees in prosecuting this action;
- 19 Q. For costs of suit incurred herein; and
- 20 R. For such other and further relief as the Court deems just and proper.

21 Dated: October 19, 2020

BIBIYAN LAW GROUP, P.C.

22
23 BY: 

24 SARA EHSANI-NIA

25 Attorneys for Plaintiff OLIVIA BEVERLY
26 HANSON, on behalf of herself and all others
27 similarly situated.
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Blvd, Suite 500, Beverly Hills, California 90211.

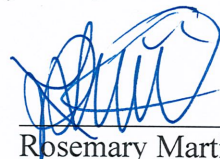
On October 19, 2020, and pursuant to the California Judicial Council's Emergency Rules, Appendix I, Emergency Rule 12. I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT** to be served by electronic transmission to the below referenced electronic e-mails:

Michael Robinson
Orion S. Robinson
Michael Yee
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Counsel for Defendants ZAPATA NUCCIO, INC., NATHALIE POUILLE-ZAPATA, GUILLERMO ZAPATA, LISA VANDERPUMP and KEN TODD

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

Executed on October 19, 2020 at Beverly Hills, California.



Rosemary Martir