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GERMAN V. CARO (LASC Case No. 19STCV29884)

(Additional Plaintiffs and their Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

(UNLIMITED JURISDICTION)

GERMAN V. CARO, CHANTAY NELSON,
and ERICA DAVENPORT, each individually,
on behalf of all others similarly situated, all
members of the putative class, and as an
“aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

BRIGHT SP LLC, a California limited liability
company dba Sheraton Pasadena; BRIGHTON
MANAGEMENT, LLC, a California limited
liability company; BRIGHT STAY
PALMDALE LLC, a California limited liability
company dba Staybridge Suites Palmdale, and
DOES 2 through 100, inclusive,

Defendant(s).

Case No.: 19STCV29884

[Consolidated with case nos. 20STCV04566
and 20STCV46547]

CLASS ACTION

CONSOLIDATED COMPLAINT FOR:

1. Failure to Pay All Wages (Lab.Code §§ 1194, 1194.2)
2. Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and 1198);
3. Failure to Provide Accurate Written Wage Statements (Lab. Code § 226);
4. Waiting Time Penalties (Lab. Code §§ 201-203);
5. Failure to Indemnify (Lab.Code § 2802);
6. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and
7. Civil Penalties (Lab. Code §§ 2698, *et seq.*)

JURY TRIAL DEMANDED

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1 Plaintiffs GERMAN V. CARO, CHANTAY NELSON, and ERICA DAVENPORT
2 (hereafter “Plaintiffs”), each on behalf of him/herself and all others similarly situated, complains
3 and alleges as follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this class and representative action based on alleged violations of
6 the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the
7 Wage Order”) and the Business and Professions Code against defendants BRIGHT SP LLC, a
8 California limited liability company dba Sheraton Pasadena; BRIGHTON MANAGEMENT,
9 LLC, a California limited liability company; BRIGHT STAY PALMDALE LLC, a California
10 limited liability company dba Staybridge Suites Palmdale, and DOES 1 through 50, inclusive
11 (collectively “Defendants”).
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14 2. As set forth in more detail below, Plaintiffs allege that Defendants are liable to
15 them and other similarly situated current and former employees who worked in California as
16 hourly employees, including, but not limited to night auditors and persons in similar positions, at
17 any time during the period beginning four years prior to the filing of this action to the present, for
18 unpaid wages and other related relief. These claims are based on Defendants’ alleged failures to
19 (1) pay all minimum, regular, overtime, and doubletime wages at the correct rates of pay, (2)
20 provide all off-duty rest and meal periods, (3) issue accurate and complete written wage
21 statements, (4) timely pay wages upon termination of employment, (5) reimburse for business
22 expenses, and (6) fairly compete. Additionally, Plaintiffs seek civil penalties under the California
23 Labor Code Private Attorneys General Act, Labor Code §§ 2698, *et seq.* (“PAGA”). Accordingly,
24 Plaintiffs now seek to recover unpaid wages, interest, restitution, statutory penalties, civil
25 penalties, and related relief through this class action.
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JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction because the aggregate claims of Plaintiffs and the Class Members, inclusive of all relief, place more than \$25,000 in controversy.

4. There is no basis for federal question subject matter jurisdiction in this case. Specifically, Plaintiffs assert claims on behalf of themselves and the Class Members that solely arise under California law, rather than federal law.

5. There is also no basis for federal diversity jurisdiction in this case.

6. Venue is proper in Los Angeles County pursuant to California Code of Civil Procedure § 395(a) and § 395.5 in that liability arose in Los Angeles County because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or because each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

7. Plaintiff GERMAN V. CARO (“Caro”) lives in Pasadena, California in Los Angeles County. Defendants hired him as an in-house cook and server in 1984. Defendants terminated his employment on November 30, 2018.

8. Plaintiff CHANTAY NELSON (“Nelson”) is a citizen of the state of California. Defendants have employed Nelson as an hourly-paid, non-exempt Lead Server starting in July 2020 at the Holiday Inn location in Palmdale, California.

9. Plaintiff ERICA DAVENPORT (“Davenport”) is a resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11160 and an “aggrieved employee” within the meaning of Labor Code Section 2699(c). Beginning on or about September 14, 2019 and continuing through the present, Defendants continuously employed Davenport as an hourly night auditor at the Staybridge Suites

1 Palmdale, California. Defendants compensated Davenport at an hourly rate of pay. Davenport
2 remains an employee of Defendants.

3 10. Defendant BRIGHT SP LLC is a limited liability company organized and existing
4 under the laws of the state of California and doing business as Sheraton Pasadena based on
5 Plaintiffs' information and belief.

6
7 11. Defendant BRIGHTON MANAGEMENT, LLC, formerly Doe Defendant 1 in the
8 lawsuit filed by Caro, is a limited liability company organized and existing under the laws of
9 California based on Plaintiffs' information and belief.

10 12. Defendant BRIGHT STAY PALMDALE LLC is a limited liability company
11 organized and existing under the laws of California based on Plaintiffs' information and belief.

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13 13. Plaintiffs are ignorant of the true names, capacities, relationships, and extents of
14 participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but
15 is informed and believe and thereon alleges that said defendants are legally responsible for the
16 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
17 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants
18 when ascertained.

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20 14. Plaintiffs are informed and believe and thereon allege that, at all relevant times
21 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
22 remaining Defendants, and in doing the things hereinafter alleged, were acting within the course
23 and scope of such agency or employment, and with the approval and ratification of each of the
24 other Defendants.

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26 15. At all relevant times, in perpetrating the acts and omissions alleged herein,
27 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
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1 of a practice which resulted in Defendants not paying Plaintiffs and the Class in accordance with
2 applicable California labor laws as alleged herein.

3 16. Plaintiffs are informed and believe and thereon allege that each and every one of
4 the acts and omissions alleged herein were performed by, and/or are attributable to, all
5 Defendants, each acting as agents and/or employees, and/or under the direction and control of
6 each of the other Defendants, and that said acts and failures to act were within the course and
7 scope of said agency, employment, and/or direction and control.
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9 17. Plaintiffs are informed and believe and thereon allege that Defendants, as
10 Plaintiffs' joint employers, provided services at numerous locations with the following entities:
11 BRIGHT BRISTOL STREET LLC, a California limited liability company doing business as
12 Crowne Plaza Costa Mesa; BRIGHT CASA SIRENA LLC, a California limited liability company
13 doing business as Hampton Inn Channel Islands Harbor; BRIGHT ES, INC., a California
14 corporation; BRIGHT ESPD INC., a California corporation; BRIGHT HIA, INC., a California
15 corporation; BRIGHT HISM LLC, a California limited liability company; BRIGHT HOLIDAY
16 PALMDALE LLC, a California limited liability company doing business as Holiday Inn
17 Palmdale-Lancaster; BRIGHT MELROSE LLC, a California limited liability company doing
18 business as Hyatt Place San Diego/Vista Carlsbad; BRIGHT PALMDALE BLVD LLC, a
19 California limited liability company doing business as Ramada Palmdale; BRIGHT SJC, INC., a
20 California corporation; BRIGHT STAY PALMDALE LLC, a California limited liability
21 company doing business as Staybridge Suites Palmdale; BRIGHTON PALOMAR HOTEL LLC,
22 a California limited liability company doing business as Homewood Suites by Hilton Carlsbad-
23 N. San Diego County; CAL OAKS I-15, LLC, a California limited liability company, doing
24 business as Holiday Inn Express & Suites Murrieta; CAL OAKS I-15 HOTEL, LLC, a California
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1 limited liability company doing business as Holiday Inn Express & Suites Murrieta; CHENG
2 HSIN INVESTMENT, INC., a California corporation doing business as Holiday Inn Express Port
3 Hueneme; EASUN INC., a California corporation doing business as Doubletree by Hilton
4 Sacramento; GARVEY HOTEL INVESTMENT GROUP, LP, a California limited partnership
5 doing business as Hampton Inn Los Angeles/West Covina; GREENWOOD HOLDINGS, LLC,
6 California limited liability company doing business as Four Points by Sheraton San Diego-
7 SeaWorld; GRINGTEAM INC., a California corporation doing business as Doubletree by Hilton
8 Bakersfield; HARBOR ISLAND HOTEL GROUP, LP, a California limited partnership doing
9 business as Four Points by Sheraton Ventura Harbor Resort and Holiday Inn Express & Suites
10 Ventura Harbor; JOYOUS MANAGEMENT INC., a California corporation doing business as
11 Residence Inn by Marriott Oxnard River Ridge; KINGLEDON INC., a California corporation
12 doing business as Marriott Ventura Beach; L & L HOSPITALITY MANAGEMENT INC., a
13 California corporation; LEADER HOSPITALITY LP, a California limited partnership; LEADER
14 HOSPITALITY LIMITED PARTNERSHIP, a California limited partnership; LHM
15 BAKERSFIELD, LP, a California limited partnership doing business as Holiday Inn Express &
16 Suites Bakersfield Airport; LVS HOSPITALITY LLC, a California limited liability company
17 doing business as Hilton Garden Inn Valencia Six Flags; OAK CREEK, LP, a California limited
18 partnership doing business as Holiday Inn Diamond Bar; OAK CREEK, L.P., California limited
19 partnership doing business as Holiday Inn Diamond Bar; OCEAN HOLIDAY, LP, a California
20 limited partnership doing business as Holiday Inn Oceanside Marina - Camp Pendleton Area;
21 STAN EXPRESS, LP, a California limited partnership doing business as Holiday Inn Express &
22 Suites Turlock-Hwy 99; STAN HOTEL, LP, a California limited partnership doing business as
23 Fairfield Inn & Suites by Marriott Turlock; STONE CREEK LODGING, LP, a California limited
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partnership doing business as Holiday Inn & Suites Bakersfield; STONE CREEK LODGING LIMITED PARTNERSHIP, a California limited partnership doing business as Holiday Inn & Suites Bakersfield; UCF 1, LLC, a Delaware limited liability company doing business as Embassy Suites by Hilton Anaheim North; URBAN COMMONS 4TH STREET, LLC, a California limited liability company doing business as Four Points by Sheraton San Jose Airport; URBAN COMMONS ANAHEIM HI, LLC, a Delaware limited liability company doing business as Holiday Inn Hotel & Suites Anaheim; URBAN COMMONS BAYSHORE HI, LLC, an entity of unknown form doing business as Holiday Inn & Suites San Mateo-San Francisco SFO; URBAN COMMONS BAYSHORE SMSFO, LLC, an entity of unknown form doing business as San Mateo SFO Airport Hotel; URBAN COMMONS CORDOVA, LLC, a California limited liability company doing business as Sheraton Pasadena Hotel; URBAN COMMONS HIGHWAY 111, LLC, a California limited liability company; URBAN COMMONS RIVERSIDE BLVD, LLC, a California limited liability company doing business as Embassy Suites by Hilton Palm Desert; URBAN COMMONS RIVERSIDE BLVD., LLC, a California limited liability company doing business as Embassy Suites by Hilton Palm Desert; W&J BUSINESS VENTURE, LLC, a California limited liability company doing business as Holiday Inn Express Los Angeles - LAX Airport; W&J BUSINESS VENTURES, LLC, a California limited liability company doing business as Holiday Inn Express Los Angeles -LAX Airport; and WEST COVINA FAIRFIELD, LP, a California limited liability company doing business as Fairfield Inn & Suites by Marriott LA West Covina.

CLASS ALLEGATIONS

18. This action has been brought and may be maintained as a class action pursuant to California Code of Civil Procedure § 382 because there is a well-defined community of interest

1 among the persons who comprise the readily ascertainable class defined below and because
2 Plaintiffs are unaware of any difficulties likely to be encountered in managing this case as a class
3 action.

4 19. **Class Definition:** The Class is defined as follows: all persons Defendants
5 employed in California and paid on an hourly basis and/or classified as exempt at any time during
6 the period beginning four years prior to the filing of this action, August 26, 2015, and ending on
7 the date that final judgment is rendered in this action.

8 20. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the
9 right to amend or modify the class definitions with greater specificity, by further division into
10 subclasses and/or by limitation to particular issues.

11 21. **Numerosity:** The Class is so numerous that the joinder of each individual class
12 member is impractical. While Plaintiffs do not currently know the exact number of the Class,
13 Plaintiffs are informed and believe that the actual number exceeds the minimum required for
14 numerosity under California law.

15 22. **Commonality and Predominance:** Common questions of law and fact exist as to
16 all class members and predominate over any questions which affect only individual class
17 members. These questions include, but are not limited to:

18 A. Whether Defendants failed to pay the Class all wages earned for all hours
19 worked at the correct rate of pay;

20 B. Whether Defendants failed to provide the Class with all rest periods as
21 required by section 11 of the Wage Order;

22 C. Whether Defendants failed to provide the Class with all off-duty meal
23 periods as required by section 12 of the Wage Order;

1 D. Whether Defendants failed to compensate the Class at one hour's pay on
2 days when Defendants failed to provide them with one or more off-duty meal periods in a
3 workday;

4 E. Whether Defendants failed to compensate the Class at one hour's pay on
5 days when Defendants failed to authorize and permit them to take one or more rest breaks in a
6 workday;

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8 F. Whether Defendants failed to timely pay final wages upon termination of
9 the Class Members' employment;

10 G. Whether Defendants failed to indemnify the Class for all business
11 expenses;

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13 H. Whether Defendants engaged in unfair competition within the meaning of
14 Business and Professions Code §§ 17200, *et seq.*, with respect to the Class;

15 I. Whether the Class Members are entitled to restitution of money or property
16 that Defendants may have acquired from them through alleged Labor Code violations;

17 J. Whether the Class Members are entitled to prejudgment interest; and

18 K. Are the Class Members entitled to attorneys' fees?

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20 23. **Typicality:** Plaintiffs' claims are typical of the other Class Members' claims.
21 Plaintiffs are informed and believe and thereon allege that Defendants have a policy, practice, or
22 a lack of a policy which resulted in Defendants failing to comply with the California Labor Code
23 and the Business and Professions Code as alleged herein.

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25 24. **Adequacy of Class Representatives:** Plaintiffs are adequate class representatives
26 in that they have no interests that are adverse to, or otherwise in conflict with, the interests of
27 absent class. Plaintiffs are dedicated to vigorously prosecuting this action on behalf of the Class.
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1 Plaintiffs will fairly and adequately represent and protect the interests of the Class.

2 25. **Adequacy of Class Counsel:** Plaintiffs' counsel are adequate class counsel in that
3 they have no known conflicts of interest with Plaintiffs or absent Class Members, are experienced
4 in class action litigation and are dedicated to vigorously prosecuting this action on behalf of
5 Plaintiffs and the absent Class.

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7 26. **Superiority:** A class action is vastly superior to other available means for fair and
8 efficient adjudication of class' claims and would be beneficial to the parties and the Court. Class
9 action treatment will allow a number of similarly situated persons to simultaneously and
10 efficiently prosecute their common claims in a single forum without the unnecessary duplication
11 of effort and expense that numerous individual actions would entail. In addition, the monetary
12 amounts due to many individual class members are likely to be relatively small and would thus
13 make it difficult, if not impossible, for individual class members to both seek and obtain relief.
14 Moreover, a class action will serve an important public interest by permitting class members to
15 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
16 potential for inconsistent or contradictory judgments inherent in individual litigation.
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19 **STATEMENT OF FACTS**

20 27. The Wage Order applies to "all persons employed in the public housekeeping
21 industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The
22 Wage Order defines "Public Housekeeping Industry" to mean

23 any industry, business, or establishment which provides meals, housing, or
24 maintenance services whether operated as a primary business or when incidental
25 to other operations in an establishment not covered by an industry order of the
26 Commission, and includes, but is not limited to the following:
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- 2 (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters,
- 3 cafeterias, boarding houses, clubs, and all similar establishments where
- 4 food in either sold or liquid form is prepared and served to be consumed
- 5 on the premises;
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- 8 (2) Catering, banquet, box lunch service, and similar establishments which
- 9 prepare food for consumption on or off the premises;
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- 12 (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer
- 13 parks, office or loft buildings, and similar establishments offering rental of
- 14 living, business, or commercial quarters;
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- 17 (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions,
- 18 homes for the aged, and similar establishments offering board or lodging
- 19 in addition to medical, surgical, nursing, convalescent, aged, or child care;
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- 22 (5) Private schools, colleges, or universities, and similar establishments which
- 23 provide board or lodging in addition to educational facilities;
- 24
- 25 (6) Establishments contracting for development, maintenance or cleaning of
- 26 grounds; maintenance or cleaning of facilities and/or quarters of
- 27 commercial units and living units; and
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2 (7) Establishments providing veterinary or other animal care services.
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4 Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Defendants,
5 Plaintiffs, and all of the Class Members were covered by the Wage Order because the Defendants
6 operated, and Plaintiffs, and all of the Class Members, worked for one or more hotels and
7 comparable establishments. Accordingly, Plaintiffs and all of the other Class Members are
8 entitled to the protections the Wage Order provides.
9

10 28. At all relevant times, Defendants classified Plaintiffs and the Class as non-exempt
11 hourly employees entitled to the protections of both the Labor Code and Wage Order.
12

13 29. Plaintiffs are informed and believe, and based thereon allege, that at all times
14 herein relevant, without any justification, Defendants ignored the employment and personnel
15 policy changes proposed by skilled lawyers and other professionals, employees, advisors, and
16 consultants highly knowledgeable about California wage laws, employment, and personnel
17 practice.
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19 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
21 employees.
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23 31. At all relevant times, the Defendants failed to compensate Plaintiffs and all of the
24 other Class Members for all hours worked at the applicable minimum or regular rates of pay.

25 32. At all relevant times, the Defendants failed to compensate Plaintiffs and all of the
26 other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40
27 in a week, and for the first eight hours of the seventh day of the workweek.
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1 33. At all relevant times, the Defendants failed to compensate Plaintiffs and all of the
2 other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over
3 the first eight of the seventh day of the workweek.

4 34. At all relevant times, Defendants failed to provide Plaintiffs and the Class with an
5 off-duty, 30-minute meal period before the end of the fifth hour worked or with a second, off-
6 duty, 30-minute meal period before the end of the tenth hour worked. Defendants did not enter
7 into valid on-duty meal period agreements with Plaintiffs or the Class because the nature of their
8 work did not prevent Defendants from relieving them of all duties to take a duty-free meal period.
9 No one from Defendants' management explained that there was an option to take any form of a
10 break. Plaintiffs were never truly off duty when they were at work; they were always on call to
11 do work, even if they were eating during what should have been an off-duty meal period. Further,
12 Defendants failed to authorize and permit Plaintiffs and the Class to take a ten-minute, paid, duty-
13 free rest break every four hours or major portion thereof. Defendants did not allow the Plaintiffs
14 and the Class Members to leave their work premises for rest breaks. The Defendants also failed
15 to pay premium wages for days on which failed to authorize and permit Plaintiffs and all of the
16 other Class Members to take rest breaks as required by law.

17 35. Defendants failed to maintain accurate written employee records pertaining to
18 Plaintiffs and the other Class Members, including accurate wage statements itemizing each Class
19 Member's gross wages earned, net wages earned, total hours worked, corresponding number of
20 hours worked at each rate by the Class Member, and other requirements of California Labor Code
21 § 226.

22 36. At all relevant times, upon resignation or termination, Defendants failed to pay
23 final wages in a timely manner though they at all times have the financial ability to pay such
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1 compensation. Defendants knowingly, intentionally, and willfully failed and refused to pay timely
2 compensation and wages, including, but not limited to, all premium wages for all rest breaks
3 and/or meal periods that were not provided.

4 37. At all relevant times, the Defendants required Plaintiffs and all of the other Class
5 Members to incur certain business expenses in the course of performing their duties. The
6 Defendants required Plaintiffs and all of the other Class Members to supply cooking utensils and
7 tools to perform their job duties. However, the Defendants did not provide these items and did
8 not reimburse Plaintiffs and the other Class Members for these items.
9

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY ALL WAGES AT THE CORRECT RATES**

12 **Lab. Code §§ 510, 1194, 1197, and 1198**

13 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

14 38. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

15 39. At all relevant times, Plaintiff and the Class Members have been non-exempt
16 employees under protections of both the Labor Code and the Wage Order.
17

18 40. Section 2 of the Wage Order defines “hours worked” as “the time during which an
19 employee is subject to the control of an employer, and includes all the time the employee is
20 suffered or permitted to work, whether or not required to do so.”
21

22 41. Section 3 of the Wage Order states:
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25 (A) Daily Overtime - General Provisions
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1 (1) The following overtime provisions are applicable to
2 employees 18 years of age or over and to employees 16 or
3 17 years of age who are not required by law to attend school
4 and are not otherwise prohibited by law from engaging in the
5 subject work. Such employees shall not be employed more
6 than eight (8) hours in any workday or more than 40 hours
7 in any workweek unless the employee receives one and one-
8 half (1 ½) times such employee's regular rate of pay for all
9 hours worked over 40 hours in the workweek. Eight (8)
10 hours of labor constitutes a day's work. Employment beyond
11 eight (8) hours in any workday or more than six (6) days in
12 any workweek is permissible provided the employee is
13 compensated for such overtime at not less than:
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17 (a) One and one-half (1 ½) times the employee's regular
18 rate of pay for all hours worked in excess of eight (8)
19 hours up to and including 12 hours in any workday,
20 and for the first eight (8) hours worked on the seventh
21 (7th) consecutive day of work in a workweek.
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25 (b) Double the employee's regular rate of pay for all
26 hours worked in excess of 12 hours in any workday
27 and for all hours worked in excess of eight (8) hours
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1 on the seventh (7th) consecutive day of work in a
2 workweek.

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4 (c) The overtime rate of compensation required to be paid to a nonexempt full-
5 time salaried employee shall be computed by using the employee's regular hourly
6 salary as one-fortieth (1/40) of the employee's weekly salary.
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9
10 42. Section 4 of the Wage Order requires an employer to pay non-exempt employees
11 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
12 an employer has actual or constructive knowledge that employees are working.
13

14 43. Labor Code section 510 states:
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16 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
17 one workday and any work in excess of 40 hours in any one workweek and the first
18 eight hours worked on the seventh day of work in any one workweek shall be
19 compensated at the rate of no less than one and one-half times the regular rate of
20 pay for an employee. Any work in excess of 12 hours in one day shall be
21 compensated at the rate of no less than twice the regular rate of pay for an employee.
22 In addition, any work in excess of eight hours on any seventh day of a workweek
23 shall be compensated at the rate of no less than twice the regular rate of pay of an
24 employee. Nothing in this section requires an employer to combine more than one
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1 rate of overtime compensation in order to calculate the amount to be paid to an
2 employee for any hour of overtime work.

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4 44. Labor Code section 1194 invalidates any agreement between an employer and an
5 employee to work for less than the minimum wage required under the applicable Wage Order.

6
7 45. Labor Code section 1197 makes it unlawful for an employer to pay an employee
8 less than the minimum wage required under the applicable Wage Order for all hours worked
9 during a payroll period.

10 46. Labor Code section 1198 makes it unlawful for an employer to employ an
11 employee under conditions that violate the Wage Order.

12
13 47. In conjunction, these provisions of the Labor Code require employers to pay non-
14 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
15 worked, including unrecorded hours when the employer knew or reasonably should have known
16 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
17 Cal.4th 575, 585.)

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19 48. At all relevant times during the applicable limitations period, Defendants failed to
20 compensate Plaintiff and the Class Members for all hours worked, including, but not limited to
21 minimum, regular, overtime and doubletime wages for all minimum, regular, overtime and
22 doubletime hours, respectively, that they worked at the correct rates of pay.

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24 49. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
25 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
26 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
27 rates of pay as required by California law.

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1 hours per day without providing the employee with a second meal period of not
2 less than 30 minutes, except that if the total hours worked is no more than 12 hours,
3 the second meal period may be waived by mutual consent of the employer and the
4 employee only if the first meal period was not waived.

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7 54. In relevant part, Section 12 of the Wage Order states:

8
9 **Rest Periods**

10
11 (A) “Every employer shall authorize and permit all employees to take rest
12 periods, which insofar as practicable shall be in the middle of each work period.
13 The authorized rest period time shall be based on the total hours worked daily at
14 the rate of ten (10) minutes net rest time per four (4) hours or major fraction
15 thereof. However, a rest period need not be authorized for employees whose total
16 daily work time is less than three and one-half (3 1/2) hours. Authorized rest period
17 time shall be counted as hours worked for which there shall be no deduction from
18 wages.”
19
20

21
22 (B) If an employer fails to provide an employee a rest period in accordance
23 with the applicable provisions of this Order, the employer shall pay the employee
24 one (1) hour of pay at the employee’s regular rate of compensation for each work
25 day that the rest period is not provided.”
26

27 55. In relevant part, Section 11 of the Wage Order states:
28

1
2 **Meal Periods**
3

4 (A) “No employer shall employ any person for a work period of more than five
5 (5) hours without a meal period of not less than 30 minutes, except that when a
6 work period of not more than six (6) hours will complete the day’s work the meal
7 period may be waived by mutual consent of the employee and the employee.
8 Unless the employee is relieved of all duty during a 30 minute meal period, the
9 meal period shall be considered an ‘on duty’ meal period and counted as time
10 worked. An ‘on duty’ meal period shall be permitted only when the nature of the
11 work prevents an employee from being relieved of all duty and when by written
12 agreement between the parties an on-the-job paid meal period is agreed to. The
13 written agreement shall state that the employee may, in writing, revoke the
14 agreement at any time.”
15
16
17

18
19 (B) If an employer fails to provide an employee a meal period in accordance
20 with the applicable provisions of this Order, the employer shall pay the employee
21 one (1) hour of pay at the employee’s regular rate of compensation for each work
22 day that the meal period is not provided.”
23
24

25 56. In relevant part, California Labor Code § 226.7 states:
26

27 (b) An employer shall not require an employee to work during a meal or rest
28

1 period mandated pursuant to an applicable statute, or applicable regulation,
2 standard, or order of the Industrial Welfare Commission, the Occupational Safety
3 and Health Standards Board, or the Division of Occupational Safety and Health.

4
5 (c) If an employer fails to provide an employee a meal period or rest period in
6 accordance with a state law, including, but not limited to, an applicable statute or
7 applicable regulation, standard, or order of the Industrial Welfare Commission, the
8 Occupational Safety and Health Standards Board, or the Division of Occupational
9 Safety and Health, the employer shall pay the employee one additional hour of pay
10 at the employee's regular rate of compensation for each work day that the meal or
11 rest period is not provided.
12
13

14
15 57. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiffs and the
16 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
17 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
18 to a second 30-minute meal period when they worked more than 10 hours in a workday.
19

20 58. Pursuant to the Wage Order, Plaintiffs and the Class Members were entitled to be
21 provided with net rest breaks of at least ten minutes for each four-hour period of work, or major
22 fraction thereof.
23

24 59. Defendants intentionally failed to provide Plaintiffs and the Class Members with
25 all required 30-minute duty free meal periods and 10-minute rest periods free from any work
26 duties in accordance with the Wage Order.

27 60. Plaintiffs are informed and believe and thereon allege that, at all relevant times
28

1 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
2 which resulted in Defendants not providing the Class with all off-duty meal periods and rest
3 breaks required by California law.

4 61. As a result of Defendants' unlawful conduct, Plaintiffs and the Class Members
5 have suffered damages in an amount, subject to proof, to the extent they were not paid additional
6 wages owed for all meal periods and rest breaks not provided to them.
7

8 62. By reason of the above, pursuant to California Labor Code § 226.7, Plaintiffs and
9 the Class Members are entitled to premium wages for workdays in which one or more off-duty
10 meal periods were not provided to them, and for workdays in which one or more rest breaks were
11 not provided to them.
12

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

15 **(Lab. Code § 226)**

16 **(By Plaintiffs and the Class against all Defendants)**

17 63. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.
18

19 64. Pursuant to California Labor Code § 226(a), Plaintiffs and the Class Members
20 were entitled to receive, semimonthly or at the time of each payment of wages, an accurate
21 itemized statement showing, among other items, 1) gross wages earned; 2) total hours worked,
22 except for any employee whose compensation is solely based on a salary and who is exempt from
23 payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial
24 Welfare Commission; 3) net wages earned; and 4) all applicable hourly rates in effect during the
25 pay period and the corresponding number of hours worked at each hourly rate by the employee.
26

27 65. Pursuant to California Labor Code § 226(e), an employee is deemed to suffer
28

injury if the employer fails to provide a wage statement. Additionally, an employee is deemed to suffer injury if the employer fails to provide accurate and complete information as required by California Labor Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement alone one or more of the following:

A. The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to California Labor Code § 226(a);

B. Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period;

C. The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name and address of the legal entity that secured the services of the employer during the pay period; and

D. The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

66. “Promptly and easily determine,” as stated in California Labor Code § 226(e), means a reasonable person would be able to readily ascertain the information without reference to other documents or information.

67. As alleged herein, Defendants failed to provide Plaintiffs and the Class Members all wages owed, including but not limited to, all premium wages for all rest breaks and/or meal periods that were not provided. As a result, Defendants have failed to properly and accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked by employees, and other requirements of California Labor

1 Code § 226. As a result, Defendants have violated California Labor Code § 226.

2 68. Defendants' failure to provide Plaintiffs and the Class Members with accurate
3 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiffs
4 and the Class with accurate wage statements but intentionally provided wage statements that
5 Defendants knew were not accurate.

6
7 69. As a result of being provided with inaccurate wage statements by Defendants,
8 Plaintiffs and the Class have suffered injury. Their legal rights to receive accurate wage
9 statements were violated and they were misled about the amount of wages they had actually
10 earned and were owed. In addition, the absence of accurate information on their wage statements
11 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
12 and mathematical computations to determine the amounts of wages owed, has caused difficulty
13 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
14 inaccurate information about wages to state and federal government agencies. Further, Plaintiffs
15 and the Class Members were not able to ascertain from the wage statements whether Defendants
16 complied with their obligations under California Labor Code § 226(a).

17
18
19 70. Pursuant to California Labor Code § 226(e), Plaintiffs and the Class are entitled to
20 recover the greater of actual damages, or penalties of fifty dollars (\$50.00) for the initial pay
21 period in which a violation of California Labor Code § 226(a) occurred and one hundred dollars
22 (\$100.00) for each violation of California Labor Code § 226(a) in a subsequent pay period, not
23 to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per Class Member, and are
24 also entitled to an award of costs and reasonable attorneys' fees.
25
26
27
28

1 **FOURTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(Lab. Code §§ 201-203)**

4 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

5 71. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

6
7 72. At all relevant times during the applicable limitations period, Plaintiffs and the
8 Class Members have been non-exempt employees of Defendants and entitled to the benefits and
9 protections of California Labor Code §§ 201-203 and the Wage Order.

10 73. California Labor Code § 201 provides that all earned and unpaid wages of an
11 employee who is discharged are due and payable immediately at the time of discharge.

12
13 74. California Labor Code § 202 provides that all earned and unpaid wages of an
14 employee who quits after providing at least 72-hours notice before quitting are due and payable
15 at the time of quitting and that all earned and unpaid wages of an employee who quits without
16 providing at least 72-hours notice before quitting are due and payable within 72 hours.

17
18 75. By failing to pay earned premium wages to Class Members for missed meal
19 periods and/or rest periods, Defendants failed to timely pay them all earned and unpaid wages in
20 violation of California Labor Code § 201 or § 202.

21 76. Plaintiffs are informed and believe that Defendants' failures to timely pay all final
22 wages to the Class have been willful in that Defendants have the ability to pay final wages in
23 accordance with California Labor Code §§ 201 and 202 but have intentionally adopted policies
24 or practice that are incompatible with those requirements.

25
26 77. California Labor Code § 203 provides that the wages of an employee continue on
27 a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned
28

1 and unpaid wages to the employee in accordance with California Labor Code § 201 or § 202.

2 78. Plaintiffs are informed and believe that Defendants' failures to timely pay
3 Plaintiffs and the Class Members all of their earned and unpaid wages have been willful in that,
4 at all relevant times, Defendants have deliberately maintained policies and practices that violate
5 the requirements of the Labor Code and the Wage Order even though, at all relevant times, they
6 have had the ability to comply with those legal requirements.
7

8 79. Pursuant to California Labor Code § 203, Plaintiffs seek waiting time penalties on
9 behalf the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for
10 each Class Member.
11

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO INDEMNIFY**

14 **Lab. Code § 2802**

15 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

16 80. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

17 81. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
18 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
19 consequence of the discharge of his or her duties."
20

21 82. California Labor Code § 1198 prohibits employers from employing their
22 employees under conditions prohibited by the Wage Order.
23

24 83. At all relevant times, Defendants required Plaintiff and the Class Members to incur
25 certain business expenses in the course of performing their duties.

26 84. As described above, the Defendants required Plaintiffs and all of the other Class
27 Members to incur certain business expenses in the course of performing their duties. The
28

Defendants required Plaintiffs and all of the other Class members to supply cooking utensils, knives, and comparable tools to perform their job duties. However, the Defendants did not provide these items and did not reimburse Plaintiffs and the other Class members for these items. Additionally, the Defendants did not provide tools to Plaintiffs and the other Class members they required them to use to perform their work, nor did they reimburse them for such tools, including cooking utensils and tools.

85. Plaintiffs are informed and believe and thereon allege that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to indemnify Plaintiffs and the Class Members for the reasonable expenses they incurred during the course of performing their duties.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200, *et seq.*)

(By Plaintiffs and the Class against all Defendants)

86. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

87. At all relevant times, Plaintiffs and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

88. The unlawful conduct of Defendants alleged herein amounts to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to, among other things, provide their employees with all

meal periods and rest breaks.

89. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and the Class Members have suffered injuries in fact and have lost money or property. Defendants deprived Plaintiffs and the Class Members of premium wages for all workdays one or more meal periods was not provided, and premium wages for all workdays a rest period was not provided.

90. Pursuant to California Business & Professions Code § 17203, Plaintiffs and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

91. Plaintiffs and the Class are entitled to reasonable attorneys' fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

92. Accordingly, with respect to this cause of action, on behalf of themselves and the Class, Plaintiffs pray for the herein stated relief, and an award of all reasonable costs and attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to proof.

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES

(By Plaintiffs and the Class against all Defendants)

93. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

94. The "aggrieved employees" are all members of the above-defined Class whom Defendants employed at any time during the period beginning February 19, 2018 and ending on the date that final judgment is entered in this action.

95. Labor Code § 204 states

1
2 (a) All wages, other than those mentioned in Section 201, 201.3, 201.4, or
3 204.2, earned by any person in any employment are due and payable twice
4 during each calendar month, on days designated in advance by the
5 employer as the regular paydays. Labor performed between the 1st and
6 15th days, inclusive, of any calendar month shall be paid for between the
7 16th and 26th day of the month during which the labor was performed, and
8 labor performed between the 16th and last day, inclusive, of any calendar
9 month, shall be paid between the 1st and 10th day of the following month.
10

11 . . .
12
13

14 (b) (1) Notwithstanding any other provision of this section, all wages
15 earned for labor in excess of the normal work period shall be paid
16 no later than the payday for the next regular payroll period.
17

18
19 (2) An employer is in compliance with the requirements of subdivision
20 (a) of Section 226 relating to total hours worked by the employee,
21 if hours worked in excess of the normal work period during the
22 current pay period are itemized as corrections on the paystub for
23 the next regular pay period. Any corrections set out in a
24 subsequently issued paystub shall state the inclusive dates of the
25 pay period for which the employer is correcting its initial report of
26 hours worked.
27
28

1
2 (c) However, when employees are covered by a collective bargaining
3 agreement that provides different pay arrangements, those arrangements
4 shall apply to the covered employees.
5

6
7 (d) The requirements of this section shall be deemed satisfied by the payment
8 of wages for weekly, biweekly, or semimonthly payroll if the wages are
9 paid not more than seven calendar days following the close of the payroll
10 period.
11

12
13 96. Defendants paid wages on to employees on either bi-weekly or semimonthly
14 intervals. Defendants failed to pay Plaintiffs on such intervals for all wages earned and all hours
15 worked, including but not limited to all premium wages for all meal periods and/or rest periods
16 with which Defendants failed to provide them. On information and belief, Plaintiffs allege that
17 Defendants also failed to pay the aggrieved employees on such intervals for all wages earned and
18 all hours worked.
19

20 97. Labor Code § 1174 states:
21

22
23
24 Every person employing labor in this state shall:
25

26 ...
27
28

1 (c) Keep a record showing the names and addresses of all employees
2 employed and the ages of all minors.

3
4 (d) Keep, at a central location in the state or at the plants or establishments at
5 which employees are employed, payroll records showing the hours
6 worked daily by and the wages paid to, and the number of piece-rate units
7 earned by and any applicable piece rate paid to, employees employed at
8 the respective plants or establishments. These records shall be kept in
9 accordance with rules established for this purpose by the commission, but
10 in any case shall be kept on file for not less than three years. An employer
11 shall not prohibit an employee from maintaining a personal record of hours
12 worked, or, if paid on a piece-rate basis, piece-rate units earned.
13
14

15
16 98. Labor Code § 1174.5 states:
17
18

19 Any person employing labor who willfully fails to maintain the records required
20 by subdivision (c) of Section 1174, or to allow any member of the commission or
21 employees of the division to inspect records pursuant to subdivision (b) of
22 Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).
23
24

25 99. Section 7 of the Wage Order states:
26
27
28

1 (a) Every employer shall keep accurate information with respect to each
2 employee including the following:

3
4 (1) Full name, home address, occupation, and social security number.

5
6
7 (2) Birth date, if under 18 years, and designation as a minor.

8
9 (3) Time records showing when the employee begins and ends each
10 work period. Meal periods, split shift intervals and total daily hours
11 worked shall also be recorded. Meal periods during which
12 operations cease and authorized rest periods need not be recorded.

13
14
15 (4) Total wages paid each payroll period, including value of board,
16 lodging, or other compensation actually furnished to the employee.

17
18
19 (5) Total hours worked in the payroll period and applicable rates of
20 pay. This information shall be made readily available to the
21 employee upon reasonable request.

22
23
24 When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive
25 plan formula shall be provided to employees. An accurate production record shall be maintained
26 by the employer.

27 100. Labor Code § 1198 prohibits employers from employing their employees under
28

conditions prohibited by the Wage Order.

101. On information and belief, Defendants have willfully failed to maintain the records required by § 1174 and Wage Order, including, but not limited to, the total premium wages earned for missed meal and rest periods, and records pertaining to all unpaid hours worked by Plaintiff and the Aggrieved Employees.

102. Accordingly, Plaintiffs seek an award of civil penalties against the Defendants on behalf of themselves and all of the other Aggrieved Employees as follows: (1) \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and (2) \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

103. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, and 2802.

104. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

105. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiffs and the aggrieved employees are entitled to recover civil penalties for each of Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation

(penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226, two hundred fifty dollars (\$250.00) for each aggrieved employee for initial violations and one thousand dollars (\$1,000.00) for each aggrieved employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code §§ 510 and 512, fifty dollars (\$50.00) for each aggrieved employee for initial violations and one hundred dollars (\$100.00) for each aggrieved employee for each subsequent violation, per pay period (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars (\$500.00) for each Aggrieved Employee for each initial violation (penalty amounts established by Labor Code § 1174.5).

E. For violations of California Labor Code § 1197, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period (regardless of whether the initial violations were intentionally committed) (penalty amounts established by California Labor Code § 1197.1).

F. For violations of California Labor Code §§ 201, 202, 203, 1194, 1194.2, 1198, and 2802 one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

106. Caro has complied with the procedures for bringing suit specified in California

1 Labor Code § 2699.3. By letter dated February 19, 2019, Caro gave written notice online with the
2 Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail
3 to Defendants of the specific provisions of the California Labor Code alleged to have been
4 violated, including the facts and theories in support of the alleged violations. Caro a fee in the
5 amount of \$75.00 with his LWDA notice. A true and correct copy of Caro’s written notice to the
6 LWDA dated February 19, 2019 is attached hereto as **Exhibit A**. The LWDA has not responded
7 to Caro’s letter.
8

9 107. Nelson has complied with the procedures for bringing suit specified in California
10 Labor Code § 2699.3. By letter dated February 4, 2020, Nelson gave written notice online with
11 the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified
12 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
13 violated, including the facts and theories in support of the alleged violations. Nelson included a
14 fee in the amount of \$75.00 with her LWDA notice. A true and correct copy of Nelson’s written
15 notice to the LWDA dated February 4, 2020 is attached hereto as **Exhibit B**. The LWDA has not
16 responded to Nelson’s letter.
17
18

19 108. Davenport has complied with the procedures for bringing suit specified in
20 California Labor Code § 2699.3. By letter dated August 28, 2020, Davenport gave written notice
21 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
22 by certified mail to Defendants of the specific provisions of the California Labor Code alleged to
23 have been violated, including the facts and theories in support of the alleged violations. Davenport
24 included a fee in the amount of \$75.00 with her LWDA notice. A true and correct copy of
25 Davenport’s written notice to the LWDA dated August 28, 2020 is attached hereto as **Exhibit C**.
26 The LWDA has not responded to Davenport’s letter.
27
28

109. Pursuant to California Labor Code § 2699(g), Plaintiffs and the aggrieved employees are entitled to an award of civil penalties, reasonable attorneys' fees, and costs in connection with their claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for relief and judgment against Defendants as follows:

- A. An order that the action be certified as a class action;
- B. An order that the Plaintiffs be appointed class representatives;
- C. An order that counsel for Plaintiffs be appointed class counsel;
- D. Unpaid wages;
- E. Actual damages;
- F. Statutory damages;
- G. Liquidated damages;
- H. Restitution;
- I. Declaratory relief;
- J. Equitable relief;
- K. Statutory penalties;
- L. Civil Penalties;
- M. Pre-judgment and post-judgment interest;
- N. Costs of suit;
- O. Interest;
- P. Reasonable attorneys' fees; and
- Q. Such other relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a jury trial on all issues so triable.

Respectfully submitted,

MELMED LAW GROUP, P.C.

Dated: October 29, 2021

By _____
ALAN WILCOX
JONATHAN MELMED
Attorneys for Plaintiff, GERMAN CARO and
all others similarly situated

THE PARRIS LAW FIRM

Dated: October 29, 2021

By _____
KITTY SZETO
Attorney for Plaintiff, CHANTAY NELSON
and all others similarly situated

THE SPIVAK LAW FIRM

Dated: October 29, 2021

By David Spivak
DAVID SPIVAK
Attorneys for Plaintiff, ERICA DAVENPORT
and all others similarly situated

1 PROOF OF SERVICE

2
3 State of California,
4 County of Los Angeles

5 1. I am a citizen of the United States and am employed in the County
6 of Los Angeles, State of California. I am over the age of 18 years, and not a
party to the within action. My business address is 16530 Ventura Blvd., Suite
203, Encino, California 91436.

7 2. I am familiar with the practice of The Spivak Law Firm, for
8 collection and processing of correspondence for mailing with the United
States Postal Service. It is the practice that correspondence is deposited
9 with the United States Postal Service the same day it is submitted for
mailing.

10 On Monday, November 01, 2021, I served the foregoing document described
11 as **CONSOLIDATED COMPLAINT** interested parties by placing a true and correct
copy thereof enclosed in a sealed envelope, with postage fully prepaid,
12 addressed as follows:

13 ATTORNEYS FOR PLAINTIFF GERMAN CARO (Case Number 19STCV29884)

14 JOHNATHAN MELMED, Esq.

ALAN WILCOX, Esq.

Melmed Law Group, P.C.

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jm@melmedlaw.com

alan@melmedlaw.com

18 ATTORNEYS FOR PLAINTIFF CHANTAY NELSON (Case Number 20STCV04566 and
20STCV31282)

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22 rcrist@parris.com

23 ATTORNEYS FOR DEFENDANTS

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25 200 Spectrum Center Drive, Suite 500

Irvine, CA 92618

26 Scott.Lacunza@jacksonlewis.com

27 Jonathan.Kent@jacksonlewis.com

28

1 XXXX (BY ELECTRONIC SERVICE) I caused the documents to be sent to the persons
2 at the electronic service addresses listed above via third-party cloud
service **ONLINE LEGAL COURIER**.

3 EXECUTED on Monday, November 01, 2021, at Burbank, California.

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

5 _____ (Federal) I declare that I am employed in the office of a member of the
6 bar of this court at whose direction the service was made.

7 

8 _____
NORA GREER