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

SERENA FUENTES; YULIANA
BARRAGAN,

Plaintiffs,

vs.

MEN TAKING OVER REFORMING
SOCIETY, INC.; and DOES 1 to 25,
inclusive

Defendants.

CASE NO.: **21STCV28940**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO GIVE REST BREAKS;**
- 10) FAILURE TO GIVE MEAL BREAKS**
- 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 12) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 13) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

1 **COMES NOW** Plaintiffs Serena Fuentes and Yuliana Barragan (hereinafter
2 collectively “Plaintiffs”), and allege as follows:

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in
5 County of Los Angeles in this judicial district because Defendants MEN TAKING OVER
6 REFORMING SOCIETY, INC. and DOES 1 to 25, inclusive do business in the County of Los
7 Angeles and because Defendants’ obligations and liabilities arise therein, and because the work
8 that was performed by Plaintiffs in the County of Los Angeles is the subject of this action.
9 Moreover, Plaintiffs’ damages sought herein exceed \$25,000.
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11 2. Plaintiff Serena Fuentes (“Plaintiff Fuentes”) is a female resident of the County of Los
12 Angeles, State of California.

13 3. Plaintiff Yuliana Barragan (“Plaintiff Barragan”) is a female resident of the County of
14 Los Angeles, State of California.

15 4. Plaintiffs are informed and believe that at all times herein mentioned, Defendant
16 MEN TAKING OVER REFORMING SOCIETY, INC. (“MENTORS”) is and was a
17 California corporation, doing business in Los Angeles County and which employed Plaintiffs.
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19 5. Plaintiffs are ignorant of the true names and capacities, whether individual, corporate,
20 or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff
21 sues them by these fictitious names. Plaintiffs are informed and believe that each of the DOE
22 defendants, numbers 1 to 25, reside in the State of California and are in some manner
23 responsible for the conduct alleged herein, especially under Labor Code Section 558.1 wherein
24 the owners or managing agents of corporations or businesses, especially those involved in the
25 day-to-day activities of the business, can be held personally liable for wage and hour violations
26 because they controlled the wages, hours, and/or working conditions of the employees . Upon
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1 discovering the true names and capacities of these fictitiously named defendants, Plaintiffs will
2 amend this complaint to show the true names and capacities of these fictitiously named
3 defendants.

4 6. Unless otherwise alleged in this complaint, Plaintiffs are informed, and on the basis of
5 that information and belief, allege that at all times herein mentioned, each of the remaining
6 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
7 under the authority of their agency, employment, or representative capacity, with the consent
8 of his/her codefendants.
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10 **GENERAL ALLEGATIONS**

11 **Plaintiff Serena Fuentes**

12 7. Plaintiff Fuentes started working for MENTORS on or around June 22, 2020 as a “Case
13 Manager”. Plaintiff Fuentes’ last day worked was on August 28, 2020 and she was officially
14 wrongfully terminated from her employment on September 4, 2020. Plaintiff Fuentes was
15 seemingly misclassified as a salaried, exempt employee but should have been classified as an
16 hourly, non-exempt employee who was entitled to overtime, meal breaks, and rest breaks. Due
17 to being misclassified as a salaried, exempt employee, Plaintiff Fuentes did not clock in and out
18 on a daily basis.
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20 8. It is Plaintiff Fuentes’ firm position that throughout the duration of her employment
21 tenure at MENTORS and especially as the “Case Manager”, Plaintiff Fuentes, along with
22 similarly situated aggrieved employees, were unequivocally misclassified as exempt
23 employees. Under California law, in order for Plaintiff Fuentes to be an exempt employee, she
24 would have to fit in one of the following categories: Administrative, Executive, or
25 Professional. Plaintiff Fuentes’ daily job duties included preparing case notes and progress
26 notes regarding the residents, helping residents get into residential treatment programs, aiding
27 residents in securing housing, assisting residents with any specific needs, and doing some
28 intake assessment.

1 9. Plaintiff Fuentes is not exempt under the Administrative exemption because her
2 primary duties, as discussed above, were not directly related to management policies or general
3 business operations. Plaintiff Fuentes' work was part of MENTORS's core, day-to-day
4 operations rather than management or policymaking. See Eicher v. Advanced Business
5 Integrators, Inc. (2007), 151 CA4th 1363, 1373-1374. As far as the Executive exemption is
6 concerned, Plaintiff Fuentes would not fit into this category either since she was NOT
7 "primarily engaged in" (more than 50%) duties which met the test of exemption. Work tasks
8 are either exempt or nonexempt as determined by the objective purpose for which the tasks are
9 undertaken. See Heyen v. Safeway Inc. (2013) 216 CA4th 795, 826-827. In the Heyen case,
10 *supra*, a grocery store assistant manager who spent more than half of her time bagging
11 groceries or checking out customers was deemed to be engaged in nonexempt activities despite
12 concurrently watching over her subordinates' work. Here, Plaintiff Fuentes spent most of her
13 time updating client files with intake/progress notes and helping clients gather and report
14 information to secure benefits, housing, etc. Moreover, Plaintiff Fuentes spent a great deal of
15 her time helping residents with their needs, calming down residents, helping with dispensing
16 medication, and other related tasks. Consequently, Plaintiff Fuentes' job did not require
17 independent judgment and discretion and she unequivocally spent none of her time actually
18 managing any employees. Plaintiff Fuentes cannot be categorized under the Professional
19 exemption either as her work did not fit into one of the enumerated professions (licensed
20 professionals) and is not considered a "learned or artistic/creative profession". In addition,
21 even if Plaintiff Fuentes was arguably an administrative, executive, or professional employee,
22 she did not exercise discretion or independent judgment as part of more than 50% of her job
23 duties. She was simply following orders and guidelines in terms of tracking resident progress
24 and helping residents with their needs. As such, and based on the above, it is Plaintiff Fuentes'
25 position that MENTORS has committed numerous labor code violations against Plaintiff
26 Fuentes and other similarly situated aggrieved employees.

27 10. MENTORS did not provide Plaintiff Fuentes and other similarly situated aggrieved
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1 employees with the minimum wages to which they were entitled for all work performed and
2 did not compensate her and others for all hours worked pursuant to California Labor Code
3 sections 1194, 1197 and 1197.1. Plaintiff Fuentes and others were not paid for all hours
4 worked and consistently worked “off the clock”. This is so because Plaintiff Fuentes and others
5 would not receive statutory meal breaks as discussed below but would not get credit for the
6 hours worked during their alleged meal breaks. The latter essentially means that Plaintiff
7 Fuentes and others would be owed 30 minutes of work time on each day when they were not
8 able to take an uninterrupted meal period and were working through their meal periods.

9 11. MENTORS violated Labor Code §510 because it failed to pay Plaintiff Fuentes and other
10 similarly situated aggrieved employees overtime, even though they worked more than 8 hours
11 per day, 12 hours per day, and/or 40 hours per week throughout their employment. Since
12 Plaintiff Fuentes and others were misclassified as “exempt” employees, they were not paid
13 overtime compensation even though they were entitled to be paid overtime based on their correct
14 classification.

15 12. MENTORS also violated Labor Code §§ 512 and 226.7 along with the applicable
16 Industrial Welfare Commission Wage Order because it failed to provide Plaintiff Fuentes and
17 other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods
18 for every five (5) hours of work throughout their employment, and Plaintiff Fuentes did not
19 validly waive said meal periods. MENTORS did not completely relieve Plaintiff Fuentes of all
20 duty during said meal periods. MENTORS did not pay to Plaintiff Fuentes one additional hour
21 of pay at Plaintiff Fuentes’s regular rate of compensation for each workday that one or more
22 statutory meal periods was not provided. There was no such thing as an uninterrupted, thirty-
23 minute meal period as that was not part of the company culture. It was not company policy and
24 not part of the culture for employees such as Plaintiff Fuentes and others to take meal breaks. As
25 such, the culture at MENTORS did not lend itself to the employees receiving statutory breaks
26 wherein they were relieved of all work duties. It was the normal practice and custom of
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1 MENTORS not to authorize, permit, and enforce statutory meal periods. Moreover, to the extent
2 that MENTORS tried to treat Plaintiff Fuentes as an hourly, non-exempt employee and give her
3 meal periods, Plaintiff Fuentes would not get her meal periods prior to the 5th hour worked and
4 her meal breaks would unequivocally be interrupted by residents since she was the “case
5 manager” and was responsible for the residents and would tend to their needs. Residents would
6 consistently knock on her door during the time period in which Plaintiff Fuentes was supposed
7 to be eating and ask for items and other services. Moreover, due to the understaffing and lack of
8 resident aides at the MENTORS locations, Plaintiff Fuentes and other similarly situated
9 employees simply did not have the opportunity to take timely, complete, and uninterrupted 30-
10 minute meal periods every 5 hours worked. MENTORS also violated Labor Code § 226.7 along
11 with the applicable Industrial Welfare Commission Wage Order because it failed to provide
12 Plaintiff Fuentes and other similarly situated aggrieved employees 10-minute rest periods for
13 every four hours of work, or majority portion thereof, throughout their employment. MENTORS
14 did not completely relieve Plaintiff Fuentes of all duty during said rest periods. MENTORS did
15 not pay to Plaintiff Fuentes one additional hour of pay at Plaintiff Fuentes’s regular rate of
16 compensation for each workday that one or more statutory rest periods was not provided. Like
17 the situation with meal breaks, Plaintiff Fuentes and others did not take uninterrupted rest breaks
18 wherein they were relieved of all duty. There was no such thing as an uninterrupted, ten-minute
19 rest period as that was not part of the company culture. It was not company policy and not part
20 of the culture for employees such as Plaintiff Fuentes and others to take rest breaks for the same
21 reasons as described above, including understaffing, and consistently having to tend to resident
22 needs. There was no system in place where a few of the employees would be “off limits” to the
23 residents so that they can enjoy an uninterrupted meal or rest period and there was no system in
24 which one employee would cover for another employee during their statutory breaks. The result
25 was consistent and rampant meal and rest break violations throughout MENTORS. As such, the
26 culture at MENTORS did not lend itself to the employees receiving statutory breaks wherein
27 they were relieved of all work duties. It was the normal practice and custom of MENTORS not
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1 to authorize, permit, and enforce statutory rest periods.

2 13. Furthermore, during the relevant time period and due to the labor code violations as
3 discussed above, MENTORS failed to pay Plaintiff Fuentes and other similarly situated
4 aggrieved employees all wages due to them within any time period specified by California Labor
5 Code section 204. MENTORS was also in violation of California Labor Code section 226(a), by
6 failing to include accurate, pertinent information on the wage statements, including but not
7 limited to, all hours worked, overtime hours worked, all applicable hourly rates, the correct legal
8 name and address of the employer, gross wages earned, all deductions, net wages earned,
9 reimbursement for business expenses, the correct start and end of the applicable pay period,
10 among other items. As such, MENTORS did not provide Plaintiff Fuentes and other similarly
11 situated aggrieved employees with complete, accurate itemized wage statements.

12 14. MENTORS violated Labor Code § 203 because it willfully failed to pay Plaintiff Fuentes
13 and other similarly situated aggrieved employees earned and due wages upon separation of
14 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
15 These earned but unpaid wages include overtime wages and meal/rest period compensation
16 described above. During the relevant time period, MENTORS also failed to keep accurate and
17 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
18 Fuentes and other aggrieved employees pursuant to California Labor Code sections 1174(d).
19 During the relevant time period, Plaintiff Fuentes and other aggrieved employees incurred
20 necessary, business-related expenses and costs that were not reimbursed by MENTORS. These
21 costs include, but are not limited to, use of personal phones for business-related purposes. In
22 fact, the intensive case managers and other management personnel would consistently contact
23 Plaintiff Fuentes regarding work-related issues on her personal cell phone. Accordingly,
24 MENTORS was in violation of California Labor Code sections 2800 and 2802.
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Plaintiff Yuliana Barragan

15. Plaintiff Barragan started working for MENTORS on or around July 23, 2020 as a “Resident Aid”. Plaintiff Barragan’s last day worked was in late August 2020 and she was officially wrongfully terminated from her employment on or around September 3 or 4, 2020. Plaintiff Barragan was classified as an hourly, non-exempt employee. Her daily job duties included cleaning the kitchen, feeding the residents breakfast and lunch, doing the laundry for the residents, sweeping the floors, dispensing medication (even though she was not supposed to), and other tasks related to ensuring that the residents’ needs were met. In fact, Plaintiff Barragan and one other individual would be responsible for 18 to 20 residents during a particular shift. It is Plaintiff Barragan’s position that MENTORS has committed numerous labor code violations against Plaintiff Barragan and other similarly situated aggrieved employees.

16. MENTORS did not provide Plaintiff Barragan and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not compensate her and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and 1197.1. Plaintiff Barragan and others were not paid for all hours worked and consistently worked “off the clock”. This is so because Plaintiff Barragan and others would often times clock out for their alleged meal break but would continue to work and then have to remember to clock back in to make it seem as though a statutory break was actually taken. MENTORS’ management was unequivocally aware of the latter and it was part of the standard course of action at the workplace. In fact, supervisor Michelle Newson and head RA trainer “Beatrice” instructed Plaintiff Barragan and others to make sure to clock out before the 5th hour worked and to continue working and then potentially take a meal break later if there was time. Due to the above “off the clock” violations, MENTORS violated Labor Code §510 because it failed to pay Plaintiff Barragan and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Since Plaintiff Barragan and others were not getting credit for work they performed while “off the clock”, they were not being paid

1 their minimum wages and they were not receiving overtime compensation for their daily
2 overtime.

3 17. MENTORS also violated Labor Code §§ 512 and 226.7 along with the applicable
4 Industrial Welfare Commission Wage Order because it failed to provide Plaintiff Barragan and
5 other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods
6 for every five (5) hours of work throughout their employment, and Plaintiff Barragan did not
7 validly waive said meal periods. MENTORS did not completely relieve Plaintiff Barragan of all
8 duty during said meal periods. MENTORS did not pay to Plaintiff Barragan one additional hour
9 of pay at Plaintiff Barragan's regular rate of compensation for each workday that one or more
10 statutory meal periods was not provided. There was no such thing as an uninterrupted, thirty-
11 minute meal period as that was not part of the company culture. It was not company policy and
12 not part of the culture for employees such as Plaintiff Barragan and others to take meal breaks.
13 As such, the culture at MENTORS did not lend itself to the employees receiving statutory breaks
14 wherein they were relieved of all work duties. It was the normal practice and custom of
15 MENTORS not to authorize, permit, and enforce statutory meal periods. Plaintiff Barragan
16 would not get her meal periods prior to the 5th hour worked. On occasions where she was even
17 able to go to the kitchen to eat a sandwich, her meal breaks would unequivocally be interrupted
18 by residents who would ask Plaintiff Barragan to tend to their needs. Since the resident
19 population is mentally compromised, Plaintiff Barragan and other aides had to constantly
20 supervise. This also meant that the residents would often times need a great deal of assistance to
21 perform their activities of daily living. Moreover, due to the understaffing and lack of resident
22 aides at the MENTORS locations, Plaintiff Barragan and other similarly situated employees
23 simply did not have the opportunity to take timely, complete, and uninterrupted 30-minute meal
24 periods every 5 hours worked.

25 18. MENTORS also violated Labor Code § 226.7 along with the applicable Industrial
26 Welfare Commission Wage Order because it failed to provide Plaintiff Barragan and other
27 similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or
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majority portion thereof, throughout their employment. MENTORS did not completely relieve Plaintiff Barragan of all duty during said rest periods. MENTORS did not pay to Plaintiff Barragan one additional hour of pay at Plaintiff Barragan's regular rate of compensation for each workday that one or more statutory rest periods was not provided. Like the situation with meal breaks, Plaintiff Barragan and others did not take uninterrupted rest breaks wherein they were relieved of all duty. There was no such thing as an uninterrupted, ten-minute rest period as that was not part of the company culture. It was not company policy and not part of the culture for employees such as Plaintiff Barragan and others to take rest breaks for the same reasons as described above, including understaffing, and consistently having to tend to resident needs. There was no system in place where a few of the employees would be "off limits" to the residents so that they can enjoy an uninterrupted meal or rest period and there was no system in which one employee would cover for another employee during their statutory breaks. The result was consistent and rampant meal and rest break violations throughout MENTORS. In addition, since Plaintiff Barragan and one other aide were responsible for 18 to 20 residents, it was overwhelming and would not give Plaintiff Barragan the opportunity to take a statutory rest break. As such, the culture at MENTORS did not lend itself to the employees receiving statutory breaks wherein they were relieved of all work duties. It was the normal practice and custom of MENTORS not to authorize, permit, and enforce statutory rest periods.

19. Furthermore, during the relevant time period and due to the labor code violations as discussed above, MENTORS failed to pay Plaintiff Barragan and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. MENTORS was also in violation of California Labor Code section 226(a), by failing to include accurate, pertinent information on the wage statements, including but not limited to, all hours worked, overtime hours worked, all applicable hourly rates, the correct legal name and address of the employer, gross wages earned, all deductions, net wages earned, reimbursement for business expenses, the correct start and end of the applicable pay period, among other items. As such, MENTORS did not provide Plaintiff Barragan and other similarly

1 situated aggrieved employees with complete, accurate itemized wage statements.

2 20. MENTORS violated Labor Code § 203 because it willfully failed to pay Plaintiff
3 Barragan and other similarly situated aggrieved employees earned and due wages upon
4 separation of employment, either immediately upon involuntary termination, or within 72 hours
5 of resignation. These earned but unpaid wages include overtime wages and meal/rest period
6 compensation described above. During the relevant time period, MENTORS also failed to keep
7 accurate and complete payroll records showing the actual hours worked per day and the wages
8 paid to Plaintiff Barragan and other aggrieved employees pursuant to California Labor Code
9 sections 1174(d).

10 21. During the relevant time period, Plaintiff Barragan and other aggrieved employees
11 incurred necessary, business-related expenses and costs that were not reimbursed by
12 MENTORS. These costs include, but are not limited to, buying personal protective equipment
13 during the covid-19 pandemic, which was not paid for by the employer, including gloves,
14 sanitizer, bleach towels, etc. Accordingly, MENTORS was in violation of California Labor Code
15 sections 2800 and 2802.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

18 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**
19 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

20 **(Plaintiffs against all named defendants and all DOE defendants)**

21 22. Plaintiffs re-allege and incorporate by reference each and every allegation in
22 paragraphs 1 through 21, inclusive, of this Complaint as though fully set forth herein.

23 23. At all times relevant herein, Defendants were required to compensate its employees
24 for all hours worked upon reporting for work at the appointed time stated by the employer
25 pursuant to Industrial Welfare Commission Order 4/5-2001, California Code of Regulations,
26 Title 8, Section 11040/11050.

27 24. For the three (3) years preceding filing of this action, Defendants failed to compensate
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1 Plaintiffs for all hours worked.

2 25. Under the aforementioned wage order and regulations, Plaintiffs are to recover
3 compensation for all hours worked but not paid by Defendants for the three (3) years
4 preceding the filing of this Complaint.

5 26. As a proximate result of the aforementioned violations, Plaintiffs have been damaged in
6 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
7 this Court.

8 27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194,
9 and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiffs are
10 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
11 reasonable attorney's fees and costs of suit.

12 28. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
14 amount known to Plaintiffs once they have obtained all of their payroll records from
15 Defendants.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(California Labor Code Sections 1194, 1194.2, 1197)**

19 **(Plaintiffs against all named defendants and all DOE defendants)**

20 29. Plaintiffs re-allege and incorporate by reference each and every allegation in
21 paragraphs 1 through 28, inclusive, of this Complaint as though fully set forth herein.

22 30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an
23 employer to suffer or permit a California employee to work without paying wages at the
24 minimum wage rate for all hours worked as required by the applicable Industrial Welfare
25 Commission Wage Order No. 4/5-2001, codified at California Code of Regulations,
26 Title 8, Section 11040/11050, subdivision 4.

27 31. Pursuant to IWC Wage Order no. 4/5-2001, subdivision 2(K), at all relevant times,
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1 “hours worked” included “the time during which an employee is subject to the control of an
2 employer, and includes all the time the employee is suffered or permitted to work, whether or
3 not required to do so...”

4 32. During their employment, Plaintiffs were regularly required as a matter of uniform
5 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiffs
6 were paid less than the minimum wage rate by Defendants for hours worked in violation of
7 California Labor Code Section 1197 and the applicable California Industrial Wage
8 Commission wage order(s).

9 33. Plaintiffs were, at all relevant times, under the control of Defendants and suffered or
10 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
11 compensate Plaintiffs were not in good faith nor were there reasonable grounds for Defendants
12 to believe that their acts or omissions were not contrary to California law.

13 34. For all hours worked by Plaintiffs for which they were paid less than the minimum
14 wage rate by Defendants, Plaintiffs are entitled to not less than the applicable California
15 minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an
16 amount equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section
17 1194, Plaintiffs are also entitled to attorney’s fees, costs and interests according to proof.

18 35. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney’s fees, and costs according to proof at
20 trial.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME**

23 **(California Industrial Welfare Commission Order 4/5-2001, California Code of**

24 **Regulations Title 8 Section 11040/11050)**

25 **(Plaintiffs against all named defendants and all DOE defendants)**

26 36. Plaintiffs re-allege and incorporate by reference each and every allegation in
27 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.
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1 37. Pursuant to Industrial Welfare Commission 4-2001/5-2001, California Code of
2 Regulations, Title 8, Section 11040/11050 for the period of Plaintiffs' employment,
3 Defendants were required to compensate Plaintiffs for all overtime, which is calculated at one
4 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
5 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
6 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
7 consecutive work day in a week.

8 38. Plaintiffs were supposed to be non-exempt employees entitled to the protections of the
9 California Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of
10 Regulations, Title 8, Section 11040/11050.

11 39. Plaintiffs worked more than eight (8) hours or twelve (12) hours in a single workday or
12 forty (40) hours in a single workweek on numerous occasions.

13 40. Plaintiffs were entitled to the above overtime premiums.

14 41. Defendants did not pay Plaintiffs premium wages of at least one and one-half times
15 Plaintiffs' regular rate of pay for hours worked past eight (8) in a day and two-times Plaintiffs'
16 regular rate of pay for hours worked past twelve (12) in a day.

17 42. Defendants did not pay Plaintiffs premium wages of at least one and one-half times
18 Plaintiffs' regular rate of pay for hours worked past forty (40) in a week.

19 43. Plaintiffs worked at least one pay period in which they were not properly paid overtime
20 within the three (3) years prior to the initiation of this lawsuit.

21 44. Defendants know or should know the actual dates of overtime worked, the amount of
22 overtime worked, and the amount of unpaid overtime due.

23 45. As a proximate result of Defendants' violations, Plaintiffs have been damaged in an
24 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
25 Court.

26 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
27 Regulations, Title 8, Sections 11050, Plaintiffs are entitled to recover damages for the
28 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus

1 reasonable attorney's fees and costs of suit.

2 47. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
4 trial.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

7 **(California Labor Code Section 226)**

8 **(Plaintiffs against all named defendants and all DOE defendants)**

9 48. Plaintiffs re-allege and incorporate by reference each and every allegation in
10 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

11 49. Pursuant to California Labor Code Section 226, every employer must furnish each
12 employee an itemized statement of wages and deductions at the time of payment of wages.

13 50. Defendants knowingly and intentionally did not furnish Plaintiffs with pay stubs that
14 accurately reflected all information required by Labor Code Section 226, including but not
15 limited to, gross wages earned, including overtime, net wages earned, total hours worked by
16 the employee, all deductions, and premium pay for missed meal breaks and rest breaks.
17 Therefore, Defendants failed to maintain and provide accurate itemized wage statements to
18 Plaintiffs in accordance with California Labor Code Section 226(a).

19 51. Pursuant to California Labor Code Section 226(e), Plaintiffs are entitled to recover the
20 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
21 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
22 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
23 reasonable attorney's fees. Plaintiffs only claim damages under this cause of action pursuant to
24 the 3-year period immediately preceding the date this lawsuit was filed.

25 52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have
26 sustained damages, including loss of earnings, in an amount to be established at trial. As a
27 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
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1 Plaintiffs are entitled to recover penalties, in an amount to be established at trial, as well as
2 costs and attorney's fees pursuant to statute.

3 53. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
5 trial.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

8 **(California Labor Code Section 204)**

9 **(Plaintiffs against all named defendants and all DOE defendants)**

10 54. Plaintiffs re-allege and incorporate by reference each and every allegation in
11 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

12 55. California Labor Code Section 204 establishes the fundamental right of all employees
13 in the State of California to be paid wages in a timely fashion for their work.

14 56. At all times relevant during the liability period, Defendants failed to pay Plaintiffs the
15 full amount of all owed wages when due as required by California Labor Code Section 204.

16 57. Defendants failed to pay Plaintiffs all wages earned each pay period. Plaintiffs are
17 informed, believe, and thereon allege, that all times relevant during the liability period,
18 Defendants maintained a policy or practice of not paying Plaintiffs wages for all hours worked,
19 including overtime hours and premium pay for missed rest breaks and meal breaks.

20 58. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an
21 amount, subject to proof, to the extent they were not paid all wages each pay period. The
22 precise amount of unpaid wages is not presently known to Plaintiffs but can be determined
23 directly from Defendants' records or indirectly based on information from Defendants'
24 records.

25 59. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
27 trial.
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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

3 **(California Labor Code Sections 201, 202, 203)**

4 **(Plaintiffs against all named defendants and all DOE defendants)**

5 60. Plaintiffs re-allege and incorporate by reference each and every allegation in
6 paragraphs 1 through 59, inclusive, of this Complaint as though fully set forth herein.

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8 61. Pursuant to California Labor Code Section 201(a), an employer who discharges an
9 employee must immediately pay for all compensation due and owing.

10 62. Pursuant to California Labor Code Section 202, when an employee resigns, the
11 employer must pay all compensation due and owing within 72 hours of resignation, or on the
12 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

13 63. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
14 without abatement or reduction, any wages of an employee whose employment ends, the wages
15 of the employee shall continue as a penalty from the due date at the same rate until paid or until
16 an action is commenced; however, the wages shall not continue for more than 30 days for
17 failure to pay an employee owed wages.

18 64. After Plaintiffs' employment with Defendants ended, Defendants willfully refused and
19 continue to refuse to pay them their unpaid wages as required by Labor Code Section 203.

20 65. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
22 trial. Moreover, Plaintiffs pray for the above-mentioned money from 3 years immediately
23 preceding the filing of this lawsuit.

24 66. Under this cause of action, Plaintiffs also pray for attorney's fees and costs under
25 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
26 forth herein. Plaintiffs also pray for interest under California Labor Code Section 218.6.

27 67. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
28

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **SEVENTH CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE SECTION 558**

5 **(California Labor Code Section 558)**

6 **(Plaintiffs against all named defendants and all DOE defendants)**

7 68. Plaintiffs re-allege and incorporate by reference each and every allegation in
8 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

9 69. California Labor Code Section 558 states that any person acting on behalf of an
10 employer who violates, or causes to be violated, a section of this chapter or any provision
11 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
12 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
13 employee for each pay period for which the employee was underpaid in addition to an amount
14 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
15 hundred dollars (\$100) for each underpaid employee for each pay period for which the
16 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
17 Plaintiffs claim penalties for five (5) years immediately preceding the date this lawsuit was
18 filed.

19 70. Plaintiffs hereby allege that named Defendants violated Labor Code Section 558. Thus,
20 Defendants are subject to civil penalties under the following laws:

- 21 a. California Labor Code Section 558. Defendants failed to pay Plaintiffs regular
22 wages, including overtime wages for overtime hours worked and premium pay for
23 missed meal breaks and rest breaks. As such, Defendants violated Section 558
24 under which penalties are due. Plaintiffs therefore pray for penalties of \$50.00 for
25 the first pay period and \$100.00 for each subsequent violation for each pay period
26 for which Plaintiffs were underpaid in addition to an amount sufficient to recover
27 underpaid wages.
28

1 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
2 relief associated with Plaintiffs' prosecution of this cause of action under California
3 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
4 paying Plaintiffs for all hours worked, overtime hours worked, and premium pay for
5 missed meal breaks and rest breaks.

6 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
7 fees for relief associated with Plaintiffs' prosecution of this cause of action under
8 California Labor Code Sections 200, et seq.
9

10 71. Under this cause of action, Plaintiffs pray for all penalties and pay otherwise due under
11 the statutes, regulations, and wage orders alleged in this cause of action along with any
12 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

13 72. Plaintiffs also pray for Labor Code Section 211 and 218.5 recovery of costs and
14 attorney's fees for the time Plaintiffs' attorney spent prosecuting this cause of action.

15 **EIGHTH CAUSE OF ACTION**

16 **FAILURE TO MAINTAIN ACCURATE RECORDS**

17 **(California Labor Code Section 1174(d))**

18 **(Plaintiffs against all named defendants and all DOE defendants)**

19 73. Plaintiffs re-allege and incorporate by reference each and every allegation in
20 paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

21 74. Labor Code section 1174(d) requires that employers, including Defendants, maintain
22 accurate records showing the hours worked daily by its employees and to whom wages were
23 paid.

24 75. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
25 employer, including Defendants, to keep accurate information with respect to each one of their
26 employees including, but not limited to, the total wages paid each payroll period, and time
27 records showing when the employee begins and ends each work period, meal periods, split
28

1 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
2 the applicable rates of pay.

3 76. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
4 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
5 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
6 records of Plaintiffs' total daily hours, including rest breaks and meal breaks, the total hours
7 worked in the payroll period, the applicable rates of pay, and total wages earned for the payroll
8 period.

9 77. As a direct result of Defendants' violations alleged herein, Plaintiffs have suffered and
10 continue to suffer substantial losses related to Defendants' failure to record and maintain
11 records of meal and rest periods as well as time records.

12 78. Plaintiffs seek all available remedies for Defendants' violations including, but not
13 limited penalties, and costs to the extent permitted by law and according to proof at trial.

14 **NINTH CAUSE OF ACTION**

15 **FAILURE TO GIVE REST BREAKS**

16 **(Plaintiffs against all named defendants and all DOE defendants)**

17 79. Plaintiffs re-allege and incorporate by reference each and every allegation in
18 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

19 80. Plaintiffs bring this cause of action under the following laws, for the following reasons:

- 20 a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which
21 provides that every employer shall authorize and permit all employees to take rest
22 periods, which insofar as practicable shall be in the middle of each work period.

23 The authorized rest period time shall be based on the total hours worked daily at the
24 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- 25 b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which
26 provides that if an employer fails to provide an employee a rest period in
27
28

1 accordance with the applicable provisions of this order, the employer shall pay the
2 employee one (1) hour of pay at employee's regular rate of compensation for each
3 workday that the rest period is not provided;

4 c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which
5 penalizes the employer \$50.00 for each initial violation, per employee, of any
6 provision of the Wage Order, and \$100.00 for each additional violation thereafter
7 per employee; and

8
9 d. California Labor Code section 226.7, which states that (a) no employer shall require
10 any employee to work during any rest period mandated by an applicable order of
11 the Industrial Welfare Commission, and (b) if an employer fails to provide an
12 employee a rest period in accordance with an applicable order of the Industrial
13 Welfare Commission, the employer shall pay the employee one (1) additional hour
14 of pay at employee's regular rate of compensation for each work day that the rest
15 period is not provided.

16
17 81. Plaintiffs allege that they were not authorized and permitted to take a ten (10) minute
18 rest break after every four (4) hours of work or major fraction thereof, as required by California
19 law.

20 82. Under this cause of action, Plaintiffs pray for wages due to them under the statutes,
21 regulations, and wage orders alleged in this cause of action along with any allowable interest,
22 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiffs pray for
23 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

24
25 83. Plaintiffs also pray for Labor Code section 218.5 recovery of costs and attorney's
26 fees as well as interest under Labor Code section 218.6.

27 84. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
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1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **TENTH CAUSE OF ACTION**

4 **FAILURE TO GIVE MEAL BREAKS**

5 **(Plaintiffs against all named defendants and all DOE defendants)**

6 85. Plaintiffs re-allege and incorporate by reference each and every allegation in
7 paragraphs 1 through 84, inclusive, of this Complaint as though fully set forth herein.

8 86. Plaintiffs bring this cause of action under the following laws, for the following
9 reasons:

- 10
- 11 a. California Labor Code section 512(a), which requires that employees be given a 30-
12 minute uninterrupted meal break after five (5) hours of work, and a second
13 uninterrupted meal break after ten (10) hours of work;
- 14 b. California Labor Code section 226.7, which states that (a) no employer shall require
15 any employee to work during any meal period mandated by an applicable order of
16 the Industrial Welfare Commission, and (b) if any employer fails to provide an
17 employee a meal period in accordance with an applicable order of the Industrial
18 Welfare Commission, the employer shall pay the employee one (1) additional hour
19 of pay at the employee's regular rate of compensation for each workday that the
20 meal period is not provided;
- 21
- 22 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
23 under Title 8 of the California Code of Regulations Section 11040/11050, which
24 states that if an employer fails to provide an employee a meal period in accordance
25 with the applicable provisions of the Wage Order, the employer shall pay the
26 employee one (1) hour of pay at the employee's regular rate of compensation for
27 each workday that the meal period is not provided;
28

- 1 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
2 codified under Title 8 of the California Code of Regulations Section 11040/11050,
3 which requires an employer to maintain records documenting its employees' meal
4 periods;
- 5 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
6 codified under California Code of Regulations Section 11040/11050, which
7 penalizes the employer \$50.00 for each initial violation, per employee, of any
8 provision of the Wage Order, and \$100.00 for each additional violation thereafter
9 per employee; and
- 10 f. California Labor Code section 1171 and 1173, which have given the California
11 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
12 and 5) as enforceable law.

14 87. Plaintiffs allege that they were not authorized and permitted to take relieved meal
15 breaks after five (5) hours of work. Plaintiffs further allege that they were not authorized and
16 permitted to take a second relieved meal break after ten (10) hours of work, as required by
17 California law. California Labor Code section 512(a) and California Industrial Welfare
18 Commission Order No. 4/5, as codified under California Code of Regulations Sections
19 11040/11050 et. seq. requires that employees receive uninterrupted meal periods every five (5)
20 hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein
21 employee is relieved of all work duty. California Labor Code section 226.7 provides that
22 employers may not require their employees to work through their meal periods. California
23 Labor Code section 226.7 and California Code of Regulations section 11040/11050 requires
24 that if the employer fails to provide the employee with an uninterrupted meal period, the
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1 employer must pay the employee one (1) hour of pay for each work day that the meal period is
2 not given.

3 88. Under this cause of action, Plaintiffs pray for wages due to them under the statutes,
4 regulations, and wage orders alleged in this cause of action along with any allowable interest,
5 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiffs pray for
6 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

7 89. Plaintiffs also pray for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 90. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **ELEVENTH CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
15 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1,**
16 **1198, 2802)**

17 **(Against All Named Defendants and all DOE Defendants)**

18 91. Plaintiffs re-allege and incorporate by reference each and every allegation in
19 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

20 92. Pursuant to law, Plaintiffs provided the required written notice to the LWDA and
21 Defendants of the specific violations of the California Labor Code that Defendants and DOE
22 defendants have violated and continue to violate.

23 93. Pursuant to California Labor code section 2699.3, no response was received from the
24 LWDA within 65 days of the postmark date of the above-alleged letter.

25 94. Plaintiffs therefore have exhausted all administrative remedies required of them under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
27 cause of action and pursue penalties in a representative action for Defendants' violations of the
28 Labor Code.

1 95. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
2 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
3 departments, divisions, commissions, boards, agencies, or employees for violation of the code
4 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
5 on behalf of himself or herself and other current or former employees pursuant to the
6 procedures specified in California Labor Code section 2699.3.
7

8 96. Each Plaintiff is an “aggrieved employee” because Plaintiffs were employed by the
9 alleged violator and had one or more of the alleged violations committed against them, and
10 therefore, are properly suited to represent the interests of other current and former employees,
11 including all current and former hourly, non-exempt employees who worked for MENTORS in
12 the State of California during the applicable PAGA Period.

13 97. Based on the acts alleged above, Plaintiffs, on behalf of themselves and others, seek
14 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
15 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

16 98. Plaintiffs therefore have exhausted all administrative remedies required of them under
17 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
18 cause of action and pursue penalties in a representative action for Defendants’ violations of the
19 Labor Code.

20 99. California Labor Code section 2699 et seq. imposes penalties upon culpable
21 Defendants for violating the Labor Code.

22 100. Plaintiffs seek penalties for Defendants’ misconduct as alleged herein as permitted by
23 law, but only those penalties that are required to be shared with the LWDA as Plaintiffs is not
24 seeking individual/victim specific relief or underpaid wages for herself or other employees
25 under this specific PAGA cause of action. Plaintiffs have separate causes of action in this
26 Complaint for individual wages but are not seeking wages through the PAGA action.

27 101. Specifically, Plaintiffs seek penalties under California Labor Code section 2699, for
28

the following:

Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802 via 2698 and 2699 and any other Labor Codes/Industrial Welfare Commission Orders (4 or 5) violated based on the facts alleged in this Complaint.

102. Pursuant to Labor Code section 2698 et seq., Plaintiffs seek to recover attorney's fees, costs, and civil penalties on behalf of Plaintiffs and other current and former aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiffs against all named Defendants and DOE Defendants, and each of them)

103. Plaintiffs re-allege and incorporate by reference each and every allegation in paragraphs 1 through 102, inclusive, of this Complaint as thought fully set forth herein.

104. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

105. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiffs incurred reasonable and necessary expenses in the course of completing her job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to, use of personal phones for business-related purposes for Plaintiff Fuentes and buying personal protective equipment during the covid-19 pandemic, which was not paid for by the employer, including gloves, sanitizer, bleach towels, etc. for Plaintiff Barragan.

106. Plaintiffs are entitled to reimbursement for these necessary expenditures, plus interest and attorney's fees and costs, under Labor Code section 2802.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

3 **(California Business and Professions Code Section 17200)**

4 **(Plaintiffs against All Named Defendants and all DOE defendants)**

5 107. Plaintiffs re-allege and incorporate by reference each and every allegation in
6 paragraphs 1 through 106, inclusive, of this Complaint as though fully set forth herein.

7 108. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
8 constitutes unfair and unlawful business practices under California Business and
9 Professions Code Section 17200, et seq.

10 109. Defendant's violations of California labor laws and the labor code, as alleged above
11 constitutes a business practice because it was done repeatedly over a significant period of time
12 in a systematic manner that was detrimental to Plaintiffs and other similarly situated aggrieved
13 employees.

14 110. For the four years preceding the filing of this action, Plaintiffs have suffered damages
15 and request damages and/or restitution of all monies and profits to be disgorged from
16 Defendant in an amount according to proof at time of trial, but in excess of the jurisdiction of
17 this Court.

18 WHEREFORE, Plaintiffs pray for Judgment against Defendants, and each of them, as
19 follows:
20

- 21 1. For special and consequential damages to Plaintiffs in an amount subject to proof at
22 trial;
- 23 2. For damages for wages and overtime not paid to Plaintiffs in an amount subject to proof
24 at trial;
- 25 3. For damages and penalties under Labor Code Section 226 for Plaintiffs in an amount
26 subject to proof at trial;
- 27 4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
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proof at trial;

5. For restitution and disgorgement for all unfair business practices by MENTORS against Plaintiffs in an amount subject to proof at trial;
6. For an order enjoining MENTORS from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
7. For one hour of wages due to Plaintiffs for each work period of more than five (5) hours when Plaintiffs did not receive an uninterrupted thirty (30) minute meal period;
8. For one hour of wages due to Plaintiffs for each work period of four (4) hours or major fraction thereof when Plaintiffs did not receive a ten (10) minute rest break;
9. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;
10. For all remedies available to Plaintiffs under the applicable Wage Order and the Labor Code including an award of attorney's fees, costs, interest, and penalties according to proof to the extent permitted by law;
11. For restitution and/or damages for all amounts unlawfully withheld from the wages of Plaintiffs, as may be proven;
12. For the imposition of civil penalties and/or statutory penalties;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;
15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and

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1 16. For such other and further relief as this Court may deem proper.

2
3 DATED: August 5, 2021

MESSRELIAN LAW INC.

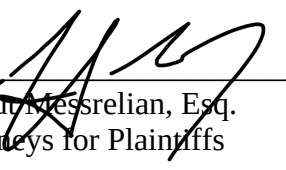
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5 By 
6 Harout Messrelian, Esq.
7 Attorneys for Plaintiffs

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs hereby demand, as a matter of right, a trial by jury in this case.

10
11 DATED: August 5, 2021

MESSRELIAN LAW INC.

12
13 By 
14 Harout Messrelian, Esq.
15 Attorneys for Plaintiffs