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7 on behalf of herself and all others similarly situated and aggrieved

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10
11 EVANGELINE VILLASENOR, an individual
and on behalf of all others similarly situated
12 and aggrieved,

13 Plaintiffs,

14 v.

15 KISCO SENIOR LIVING, LLC., a Delaware
limited liability company; KSL CORONA,
16 L.P., a California limited partnership; and
DOES 1 through 100, inclusive,
17

18 Defendants.
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

08/04/2021 at 12:10:19 PM

Clerk of the Superior Court
By Keira McCray, Deputy Clerk

CASE NO.: 37-2021-00033184-CU-OE-CTL

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES; WAGE STATEMENT VIOLATIONS;
7. FAILURE TO INDEMNIFY;
8. UNFAIR COMPETITION;
9. CIVIL PENALTIES UNDER LABOR CODE SECTION 210;
10. CIVIL PENALTIES UNDER LABOR CODE SECTION 226.3;
11. CIVIL PENALTIES UNDER LABOR CODE SECTION 558;
12. CIVIL PENALTIES UNDER LABOR CODE SECTION 1174.5;
13. CIVIL PENALTIES UNDER LABOR CODE SECTION 1197.1; and
14. CIVIL PENALTIES UNDER LABOR CODE SECTION 2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff EVANGELINE VILLASENOR ("Plaintiff"), on behalf of Plaintiff and all others similarly situated and aggrieved, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against KISCO SENIOR LIVING, LLC., and any of its respective subsidiaries or affiliated companies within the State of California ("Kisco") and KSL CORONA, L.P., and any of its respective subsidiaries or affiliated companies within the State of California ("KSL" and "Kisco", with DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Kisco, KSL, and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, "Aggrieved Employees").

PARTIES

A. Plaintiff

3. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, housekeeping duties related to cleaning resident homes and rooms. Plaintiff is informed and believes, and based thereon alleges that Plaintiff worked for Defendants from approximately October of 2019 through approximately

1 August of 2020.

2 **B. Defendants**

3 4. Plaintiffs are informed and believe and based thereon allege that defendant Kisco is,
4 and at all times relevant hereto was, a limited liability company organized and existing under and
5 by virtue of the laws of the State of Delaware and doing business in the County of San Diego, State
6 of California.

7 5. Plaintiff is informed and believes and based thereon alleges that defendant KSL is,
8 and at all times relevant hereto was, a limited partnership organized and existing under and by virtue
9 of the laws of the State of California and doing business in the County of San Diego, State of
10 California.

11 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
12 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
13 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
14 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
15 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
16 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
17 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
18 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
19 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
20 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
21 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
22 include Kisco, KSL, and any of their parent, subsidiary, or affiliated companies within the State of
23 California, as well as DOES 1 through 100 identified herein.

24 **JOINT LIABILITY ALLEGATIONS**

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

1 employment, joint venture, and conspiracy.

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

11 9. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
12 thereon alleges that Defendants, and each of them, are joint employers.

13 **JURISDICTION**

14 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
15 of Civil Procedure section 410.10.

16 11. Venue is proper in San Diego County, California pursuant to Code of Civil Procedure
17 sections 392, et seq. because, among other things, San Diego County is the county in which
18 Defendants, or some of them, reside or hold their principal place of business. Moreover, the
19 unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in San Diego
20 County, and because Defendants employ numerous Class Members in San Diego County.

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

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

14. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

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

16. On or around October 14, 2020, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the October 14, 2020 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

18. On April 6, 2020, the Judicial Council of California approved Appendix I – Emergency Rules Related to COVID-19. Pursuant to the Amended Emergency Rule 9 of the California Rules of Court, subdivision (a), the statutes of limitations and repose for civil causes of action were tolled from April 6, 2020 until October 1, 2020.

FACTUAL BACKGROUND

19. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or

1 some of them, in violation of California state wage and hour laws as a result of, without limitation,
2 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
3 seven consecutive work days in a work week without being properly compensated for hours worked
4 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
5 worked on the seventh consecutive work day in a work week by, among other things, failing to
6 accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the
7 detriment of Plaintiff and Class Members.

8 20. For at least four (4) years prior to the filing of this Action and continuing to the
9 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
10 or some of them, in violation of California state wage and hour laws as a result of, among other
11 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
12 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

13 21. For at least four (4) years prior to the filing of this Action and continuing to the
14 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
15 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
16 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
17 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
18 for such unprovided meal periods as required by California wage and hour laws.

19 22. For at least four (4) years prior to the filing of this action and continuing to the
20 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
21 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
22 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
23 California wage and hour laws.

24 23. For at least three (3) years prior to the filing of this action and continuing to the
25 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
26 full amount of their wages owed to them upon termination and/or resignation as required by Labor
27 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
28 minimum wages, and premium wages.

1 24. For at least one (1) year prior to the filing of this Action and continuing to the present,
2 Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with
3 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
4 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
5 hours worked at each hourly rate; and other such information as required by Labor Code section
6 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
7 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

8 25. For at least three (3) years prior to the filing of this action and continuing to the
9 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
10 costs incurred in separately laundering mandatory work uniforms and for purchasing mandatory
11 non-slip resistant shoes to use for work related purposes.

12 26. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
13 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510,
14 512, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11050, seeking
15 overtime wages, minimum wages, payment of premium wages for missed meal and rest periods,
16 waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, and
17 other such provisions of California law, and reasonable attorneys' fees and costs.

18 27. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
19 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
20 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
21 appropriate and effective means to prevent further violations, as well as all monies owed but
22 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
23 restitution of amounts owed.

24 28. At all relevant times mentioned herein, Defendants have had a policy or practice of
25 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
26 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
27 Employees with the rates of pay and overtime rates of pay applicable to their employment;
28 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the

1 name, address, and telephone number of the workers' compensation insurance carrier; information
2 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
3 under Labor Code section 2810.5.

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

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

15 31. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
17 and experience they obtained at Defendants for purposes of competing with Defendants, including,
18 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
19 a prospective employer, and from disclosing who else works at Defendants and under what
20 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
21 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
22 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
23 Code sections 232, 232.5, and 1197.5, subdivision (k).

24 32. Defendants had and have a policy or practice of preventing Plaintiff and/or other
25 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
26 to their managers or outside to private attorneys or government officials, among others, in violation
27 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
28 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies

1 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
2 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
3 of Labor Code section 232 and 232.5.

4 33. Defendants had and have a policy or practice of preventing Plaintiff and/or other
5 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
6 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
7 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
8 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
9 Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and
10 economic liberty.

11 34. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
12 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
13 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
14 Employees pursuant to PAGA.

15 **CLASS ACTION ALLEGATIONS**

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

21 36. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
22 to amend or modify the class description with greater specificity, further divide the defined class
23 into subclasses, and to further specify or limit the issues for which certification is sought.

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

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1 **A. Numerosity**

2 38. The potential Class Members as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class Members has not been
4 determined yet, Plaintiff is informed and believes that there are at least seventy-five (75) Class
5 Members employed by Defendants within the State of California.

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

10 **B. Commonality**

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

- 13 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
14 worked at a proper overtime rate of pay?
- 15 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
16 for all other time worked at the employee's regular rate of pay and a rate of pay that
17 is greater than the applicable minimum wage?
- 18 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
19 Class Members to take compliant meal periods?
- 20 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed or interrupted meal periods?
- 22 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
23 Class Members to take compliant rest periods?
- 24 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed rest periods?
- 26 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
27 Members upon termination or resignation all wages earned?

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1 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
2 section 203?

3 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
4 Class Members with accurate wage statements?

5 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or
6 losses incurred in direct consequence of the discharge of their duties or by obedience to
7 the directions of Defendants as required under Labor Code section 2802?

8 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
9 section 17200, *et seq.*, by their unlawful practices as alleged herein?

10 L. Are Class Members entitled to restitution of wages under Business and Professions
11 Code section 17203?

12 M. Are Class Members entitled to costs and attorneys' fees?

13 N. Are Class Members entitled to interest?

14 C. **Typicality**

15 41. The claims of Plaintiff herein alleged are typical of those claims which could be
16 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
17 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
18 damages arising out of and caused by Defendants' common course of conduct in violation of laws
19 and regulations that have the force and effect of law and statutes as alleged herein.

20 D. **Adequacy of Representation**

21 42. Plaintiff will fairly and adequately represent and protect the interest of Class
22 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
23 hour class actions.

24 E. **Superiority of Class Action**

25 43. A class action is superior to other available means for the fair and efficient
26 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
27 questions of law and fact common to Class Members predominate over any questions affecting only
28 individual Class Members. Class Members, as further described therein, have been damaged and

1 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
2 violation of the Labor Code at times, as set out herein.

3 44. Class action treatment will allow Class Members to litigate their claims in a manner
4 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
5 any difficulties that are likely to be encountered in the management of this action that would
6 preclude its maintenance as a class action.

7 **FIRST CAUSE OF ACTION**

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

9 45. Plaintiff realleges and incorporates by reference all of the allegations contained in
10 the preceding paragraphs as though fully set forth hereat.

11 46. At all relevant times, Plaintiff and Class Members were employees or former
12 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
13 Wage Orders.

14 47. At all times relevant to this Complaint, Labor Code section 510 was in effect and
15 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
16 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
17 at the rate of no less than one and one-half times the regular rate of pay for an employee."

18 48. At all times relevant to this Complaint, Labor Code section 510 further provided that
19 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
20 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
21 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
22 pay."

23 49. Four (4) years prior to the filing of the Complaint in this Action through the present,
24 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
25 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
26 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
27 result of, including but not limited to, Defendants, at times, failing to accurately track and/or pay
28 for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff and

1 Class Members.

2 50. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
3 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
4 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
5 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
6 applicable IWC Wage Orders, and California law.

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

11 **SECOND CAUSE OF ACTION**

12 **(Failure to Pay Minimum Wages – Against All Defendants)**

13 52. Plaintiff realleges and incorporates by reference all of the allegations contained in
14 the preceding paragraphs as though fully set forth hereat.

15 53. At all relevant times, Plaintiff and Class Members were employees or former
16 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

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

20 55. For four (4) years prior to the filing of the Complaint in this Action through the
21 present, Defendants failed, at times, to accurately track and/or pay for all minutes actually worked
22 at the regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class
23 Members.

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

27 57. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
28 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to

1 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
2 damages, reasonable attorneys' fees and costs of suit.

3 THIRD CAUSE OF ACTION

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

5 58. Plaintiff realleges and incorporates by reference all of the allegations contained in
6 the preceding paragraphs as though fully set forth hereat.

7 59. At all relevant times, Plaintiff and Class Members were employees or former
8 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

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

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

19 62. For four (4) years prior to the filing of the Complaint in this Action through the
20 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
21 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
22 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the
23 Class Member's regular rate of compensation on the occasions that Class Members were not
24 provided compliant meal periods.

25 63. By their failure to provide Plaintiff and Class Members compliant meal periods as
26 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
27 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
28 violated the provisions of Labor Code section 512 and applicable Wage Orders.

1 Member's regular rate of compensation on the occasions that Class Members were not authorized
2 or permitted to take compliant rest periods.

3 71. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
4 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
5 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
6 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

7 72. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
9 owed for rest periods that they were not authorized or permitted to take.

10 73. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
11 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
12 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
13 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

14 **FIFTH CAUSE OF ACTION**

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

16 74. Plaintiff realleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth hereat.

18 75. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
20 Wage Orders.

21 76. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
22 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
23 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
24 discharge immediately upon termination. Class Members who resigned were entitled to payment
25 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
26 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
27 unpaid at the time of resignation.

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77. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

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

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

80. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

81. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

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

82. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

83. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

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

7 85. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
8 before the filing of the Complaint in this Action through the present, Defendants, at times, failed to
9 comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted
10 in their failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements
11 that accurately reflect, among other things, gross wages earned; total hours worked; net wages
12 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
13 hours worked at each hourly rate, among other things.

14 86. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
15 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
16 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
17 provided wage statements that Defendants knew were not accurate.

18 87. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
19 suffered injury. The absence of accurate information on Class Members' wage statements at times
20 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
21 mathematical computations to determine the amount of wages owed; causes difficulty and expense
22 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
23 about wages and amounts deducted from wages to state and federal governmental agencies, among
24 other things.

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

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

5 **SEVENTH CAUSE OF ACTION**

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

7 90. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
8 preceding paragraphs as though fully set forth hereat.

9 91. At all relevant times, Plaintiffs and Class Members were employees or former
10 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

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

14 93. For three (3) years prior to the filing of the Complaint in this Action through the
15 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
16 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
17 obedience to the directions of Defendants that included, without limitation: costs incurred in
18 separately laundering mandatory work uniforms and purchasing mandatory non-slip resistant shoes
19 for work related purposes.

20 94. During that time period, Plaintiffs are informed and believe, and based thereon allege
21 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand
22 Class Members for those losses and/or expenditures.

23 95. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
24 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
25 herein-described losses and/or expenditures.

26 96. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
27 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
28 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and

costs of suit.

EIGHTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

97. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

98. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

99. As a result of Defendants' occasional unfair competition as alleged herein, Plaintiff and Class Members have suffered injury in fact and lost money or property.

100. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

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

NINTH CAUSE OF ACTION

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

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

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

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

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

21 **TENTH CAUSE OF ACTION**

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

23 106. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
24 and incorporates each by reference as though fully set forth hereat.

25 107. Defendants had and have a policy or practice of at times failing to comply with Labor
26 Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved
27 Employees with itemized wage statements that accurately reflect gross wages earned; total hours
28 worked; net wages earned; the name and address of each employer with whom they have been

1 placed to work; all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate; the legal name of the employer and/or the name and
3 address of the legal entity securing the employer's services if the employer is a farm labor contractor;
4 and other such information as required by Labor Code section 226, subdivision (a).

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

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

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

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

25 **ELEVENTH CAUSE OF ACTION**

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

27 112. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
28 and incorporates each by reference as though fully set forth hereat.

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

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

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

11 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

12 114. Plaintiff is informed and believes, and based thereon allege, that Defendants, and
13 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
14 causing Plaintiff and other Aggrieved Employees not to, at times as alleged herein: be paid overtime
15 wages and minimum wages; receive meal and rest periods or compensation in lieu thereof; be paid
16 timely wages during their employment and after their employment separation; receive accurate,
17 itemized wage statements; be provided with the opportunity to inspect employment records; be
18 provided with notice as required under Labor Code section 2810.5; be provided with the proper
19 accrual and use of paid sick leave; and/or be paid out all paid time off and/or vacation wages owed
20 at the proper rate of pay.

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

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TWELFTH CAUSE OF ACTION

(Violation of Labor Code § 1174.5 – Against All Defendants)

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

117. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

118. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

119. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

120. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

1 121. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
2 willfully failed to maintain the records required by Labor Code subdivision (c), failed to maintain
3 accurate and complete records required by Labor Code subdivision (d), and/or failed to allow
4 inspection of records as required by Labor Code subdivision (b).

5 122. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
8 hundred dollars (\$500) per violation per Aggrieved Employee.

9 **THIRTEENTH CAUSE OF ACTION**

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

11 123. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
12 and incorporates each by reference as though fully set forth hereat.

13 124. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
14 person acting either individually or as an officer, agent, or employee of another person, who pays
15 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
16 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
17 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
18 Section 203 as follows:

19 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
20 for each underpaid employee for each pay period for which the employee is
21 underpaid. This amount shall be in addition to an amount sufficient to recover
22 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
23 penalties imposed pursuant to Section 203.

24 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
25 (\$250) for each underpaid employee for each pay period for which the employee is
26 underpaid regardless of whether the initial violation is intentionally committed. This
27 amount shall be in addition to an amount sufficient to recover underpaid wages,
28 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed

pursuant to Section 203.

(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

125. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' wages for all hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock.

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

FOURTEENTH CAUSE OF ACTION

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

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

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

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

7 130. Plaintiff is informed and believes and based thereon alleges that Defendants, and
8 each of them, violated the Labor Code sections described herein, including, without limitation, for
9 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
10 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
11 employment and after employment separation; provide employees the opportunity to inspect
12 employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their
13 work duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual
14 and use of paid sick leave; paying employees all owed paid time off and vacation time owed by
15 separation at the proper rate of pay; and placing restraints on competition, whistleblowing and
16 freedom of speech, entitling Plaintiff and other Aggrieved Employees to civil penalties for each of
17 these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

18 131. Moreover, Plaintiff and other Aggrieved Employees within the State of California
19 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
20 connection with their herein-described claims for civil penalties.

21 **DEMAND FOR JURY TRIAL**

22 132. Plaintiff demands a trial by jury on all causes of action contained herein.

23 **PRAYER**

24 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
25 against Defendants as follows:

26 A. An order certifying this case as a Class Action;

27 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
28 counsel as class counsel;

- 1 C. Damages for all wages earned and owed, including minimum overtime wages,
2 under Labor Code sections 510, 1194, 1197 and 1199;
3 D. Liquidated damages pursuant to Labor Code section 1194.2;
4 E. Damages for unpaid premium wages from missed meal and rest periods under,
5 among other Labor Code sections, 512 and 226.7;
6 F. Penalties for inaccurate wage statements under Labor Code sections 226,
7 subdivision (e) and 558.1;
8 G. Waiting time penalties under Labor Code section 203;
9 H. Damages under Labor Code section 2802;
10 I. Preliminary and permanent injunctions prohibiting Defendants from further
11 violating the California Labor Code and requiring the establishment of appropriate
12 and effective means to prevent future violations;
13 J. Restitution of wages and benefits due which were acquired by means of any unfair
14 business practice, according to proof;
15 K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
16 1174.5, 1197.1, and 2699;
17 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
18 M. For attorneys' fees in prosecuting this action;
19 N. For costs of suit incurred herein; and
20 O. For such other and further relief as the Court deems just and proper.

21
22 Dated: August 3, 2021

BIBIYAN LAW GROUP, P.C.

23
24 BY: 

25 DIEGO AVILES

26 Attorneys for Plaintiff EVANGELINE VILLASENOR
27 on behalf of herself and all others similarly situated and
28 aggrieved