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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

KRISTA OZUNA, individually and on behalf  
of other members of the general public  
similarly situated and on behalf of other  
aggrieved employees pursuant to the  
California Private Attorneys General Act,

Plaintiff,

v.

CMRE FINANCIAL SERVICES, INC., a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

Case No.: 30-2019-01087365-CU-OE-CXC

Honorable William D. Cluster  
Department CX104

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES AND  
ENFORCEMENT UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT, CAL.  
LABOR CODE § 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);

- (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.*;
- (11) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004)

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff KRISTA OZUNA (“Plaintiff”), individually and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

**INTRODUCTION**

1. This is a class action pursuant to California Code of Civil Procedure section 382 on behalf of Plaintiff and the following class: *All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from August 1, 2015 to final judgment.*

2. Throughout the time period involved in this case, Defendants willfully maintained a consistent policy of failing to pay all wages, including minimum wages, for all hours worked; failing to pay all overtime wages; failing to provide timely duty-free meal periods; failing to authorize and permit duty-free rest breaks; failing to maintain and provide accurate itemized wage statements; failing to reimburse for business expenses; and failing to pay all wages owed timely and upon separation of employment. Defendants’ illegal conduct has also given rise to derivative claims for unfair business practices and violation of the Private Attorneys General Act of 2004 (“PAGA”).

3. Plaintiff, on behalf of herself and all other similarly situated employees, pursuant to California Business & Professions Code sections 17200 through 17208, also seeks all monies owed but withheld and retained by Defendants to which Plaintiff and class members

are entitled. Plaintiff seeks an order by the Court awarding restitution, injunctive relief, and all other legal and equitable relief allowed, plus interest, attorneys' fees and costs.

4. Plaintiff, on behalf of herself and all other similarly situated aggrieved employees, also brings this representative action against Defendants to recover wages and penalties owed pursuant to Labor Code section 2699. Plaintiff was compelled to retain the services of counsel to file this action to protect her interests and those of aggrieved employees and has thereby incurred attorneys' fees and costs, which she is entitled to recover under Labor Code section 2699.

### **JURISDICTION AND VENUE**

5. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

6. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

7. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Orange. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Orange. At all relevant times, Defendant maintained its headquarters/"nerve center" within the State of California, County of Orange.

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**PARTIES**

9. Plaintiff KRISTA OZUNA is an individual residing in the State of California.

10. Defendant CMRE FINANCIAL SERVICES, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Orange.

11. At all relevant times, Defendant CMRE FINANCIAL SERVICES, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

12. At all times herein relevant, Defendants CMRE FINANCIAL SERVICES, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

13. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

14. Defendant CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

15. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of

1 Plaintiff and the other class members so as to make each of said Defendants employers liable  
2 under the statutory provisions set forth herein.

3 **CLASS ACTION ALLEGATIONS**

4 16. Plaintiff brings this action on her own behalf and on behalf of all other members  
5 of the general public similarly situated, and, thus, seeks class certification under California  
6 Code of Civil Procedure section 382.

7 17. The proposed class is defined as follows:

8 All current and former hourly-paid or non-exempt employees who worked for  
9 any of the Defendants within the State of California at any time during the  
10 period from August 1, 2015 to final judgment.

11 18. Plaintiff reserves the right to establish subclasses as appropriate.

12 19. The class is ascertainable and there is a well-defined community of interest in  
13 the litigation:

- 14 a. Numerosity: The class members are so numerous that joinder of all class  
15 members is impracticable. The membership of the entire class is  
16 unknown to Plaintiff at this time; however, the class is estimated to be  
17 greater than fifty (50) individuals and the identity of such membership is  
18 readily ascertainable by inspection of Defendants' employment records.
- 19 b. Typicality: Plaintiff's claims are typical of all other class members' as  
20 demonstrated herein. Plaintiff will fairly and adequately protect the  
21 interests of the other class members with whom she has a well-defined  
22 community of interest.
- 23 c. Adequacy: Plaintiff will fairly and adequately protect the interests of  
24 each class member, with whom she has a well-defined community of  
25 interest and typicality of claims, as demonstrated herein. Plaintiff has no  
26 interest that is antagonistic to the other class members. Plaintiff's  
27 attorneys, the proposed class counsel, are versed in the rules governing  
28 class action discovery, certification, and settlement. Plaintiff has

1 incurred, and during the pendency of this action will continue to incur,  
2 costs and attorneys' fees that have been, are, and will be necessarily  
3 expended for the prosecution of this action for the substantial benefit of  
4 each class member.

5 d. Superiority: A class action is superior to other available methods for the  
6 fair and efficient adjudication of this litigation because individual joinder  
7 of all class members is impractical.

8 e. Public Policy Considerations: Certification of this lawsuit as a class  
9 action will advance public policy objectives. Employers of this great  
10 state violate employment and labor laws every day. Current employees  
11 are often afraid to assert their rights out of fear of direct or indirect  
12 retaliation. However, class actions provide the class members who are  
13 not named in the complaint anonymity that allows for the vindication of  
14 their rights.

15 20. There are common questions of law and fact as to the class members that  
16 predominate over questions affecting only individual members. The following common  
17 questions of law or fact, among others, exist as to the members of the class:

- 18 a. Whether Defendants' failure to pay wages, without abatement or  
19 reduction, in accordance with the California Labor Code, was willful;
- 20 b. Whether Defendants' had a corporate policy and practice of failing to  
21 pay their hourly-paid or non-exempt employees within the State of  
22 California for all hours worked and missed (short, late, interrupted,  
23 and/or missed altogether) meal periods and rest breaks in violation of  
24 California law;
- 25 c. Whether Defendants required Plaintiff and the other class members to  
26 work over eight (8) hours per day and/or over forty (40) hours per week,  
27 and/or over six (6) days per workweek and failed to pay the legally  
28 required overtime compensation to Plaintiff and the other class members;

- 1 d. Whether Defendants deprived Plaintiff and the other class members of  
2 meal and/or rest periods or required Plaintiff and the other class  
3 members to work during meal and/or rest periods without compensation;  
4 e. Whether Defendants failed to pay minimum wages to Plaintiff and the  
5 other class members for all hours worked;  
6 f. Whether Defendants failed to pay all wages due to Plaintiff and the other  
7 class members within the required time upon their discharge or  
8 resignation;  
9 g. Whether Defendants failed to timely pay all wages due to Plaintiff and  
10 the other class members during their employment;  
11 h. Whether Defendants complied with wage reporting as required by the  
12 California Labor Code; including, *inter alia*, section 226;  
13 i. Whether Defendants kept complete and accurate payroll records as  
14 required by the California Labor Code, including, *inter alia*, section  
15 1174(d);  
16 j. Whether Defendants failed to reimburse Plaintiff and the other class  
17 members for necessary business-related expenses and costs;  
18 k. Whether Defendants' conduct was willful or reckless;  
19 l. Whether Defendants engaged in unfair business practices in violation of  
20 California Business & Professions Code section 17200, *et seq.*;  
21 m. The appropriate amount of damages, restitution, and/or monetary  
22 penalties resulting from Defendants' violation of California law; and  
23 n. Whether Plaintiff and the other class members are entitled to  
24 compensatory damages pursuant to the California Labor Code.

25 **GENERAL ALLEGATIONS**

26 21. At all relevant times set forth herein, Defendants employed Plaintiff and other  
27 persons as hourly paid or non-exempt employees within the State of California, including the  
28 County of Orange.

1           22. Defendants, jointly and severally, employed Plaintiff as an hourly paid, non-  
2 exempt employee, from approximately July 2002 to approximately February 2018, in the State  
3 of California, County of Orange.

4           23. Defendants hired Plaintiff and the other class members, classified them as  
5 hourly paid or non-exempt employees, and failed to compensate them for all hours worked and  
6 missed, short, late, or interrupted meal periods and/or rest breaks.

7           24. Defendants had the authority to hire and terminate Plaintiff and the other class  
8 members, to set work rules and conditions governing Plaintiff's and the other class members'  
9 employment, and to supervise their daily employment activities.

10          25. Defendants exercised sufficient authority over the terms and conditions of  
11 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff  
12 and the other class members.

13          26. Defendants directly hired and paid wages and benefits to Plaintiff and the other  
14 class members.

15          27. Defendants continue to employ hourly-paid or non-exempt employees within the  
16 State of California.

17          28. Plaintiff and the other class members worked over eight (8) hours in a day, forty  
18 (40) hours in a week, and/or over six (6) days in a workweek during their employment with  
19 Defendants.

20          29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
21 engaged in a uniform policy and systematic scheme of wage abuse against their hourly paid or  
22 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing  
23 to pay them for all hours worked and missed, short, late, or interrupted meal periods and rest  
24 breaks in violation of California law.

25          30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
26 knew or should have known that Plaintiff and the other class members were entitled to receive  
27 certain wages for overtime compensation and that they were not receiving accurate overtime  
28 compensation for all overtime hours worked.

1           31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 failed to provide Plaintiff and the other class members all required rest and meal periods during  
3 the relevant time period as required under the Industrial Welfare Commission Wage Orders  
4 and thus they are entitled to any and all applicable premium wages. Defendants' failure  
5 included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely,  
6 uninterrupted thirty (30) minute meal periods to Plaintiff and the other class members. Plaintiff  
7 and the other class members were required to perform work during meal periods and rest periods,  
8 and Defendants incentivized Plaintiff and the other class members to forego statutorily required  
9 meal periods and rest periods.

10           32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control  
12 over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other  
13 class members a reasonable opportunity to take, and impeded or discouraged them from taking,  
14 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work  
15 for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted  
16 meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

17           33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
18 knew or should have known that Plaintiff and the other class members were entitled to receive  
19 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class  
20 members' regular rate of pay when a meal period was missed, short, late, or interrupted, and  
21 they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and  
22 the other class members' regular rate of pay when a meal period was missed, short, late, or  
23 interrupted.

24           34. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
25 failed to provide, authorize, and permit Plaintiff and the other class members to take full,  
26 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6)  
27 hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten  
28 (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest

breaks in the middle of each work period. Defendants also required Plaintiff and the other class members to remain on the premises during rest periods.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a rest period was missed, short, late, or interrupted, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period was missed, short, late, or interrupted.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them upon discharge or resignation, including earned but unpaid overtime wages, minimum wages, and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them during their employment. Plaintiff and the other class members did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies

1 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the  
2 other class members.

3 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
4 knew or should have known that Defendants had to keep complete and accurate payroll records  
5 for Plaintiff and the other class members in accordance with California law, but, in fact, did  
6 not keep complete and accurate payroll records.

7 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 knew or should have known that Plaintiff and the other class members were entitled to  
9 reimbursement for necessary business-related expenses.

10 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 knew or should have known that they had a duty to compensate Plaintiff and the other class  
12 members pursuant to California law, and that Defendants had the financial ability to pay such  
13 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
14 represented to Plaintiff and the other class members that they were properly denied wages, all  
15 in order to increase Defendants' profits.

16 43. During the relevant time period, Defendants failed to pay overtime wages to  
17 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other  
18 class members did not receive overtime compensation at one-and-one-half times the regular  
19 rate for all hours spent performing job duties in excess of eight (8) hours per day, forty (40)  
20 hours per week, and/or for the first eight (8) hours worked on the seventh day of work in a  
21 workweek.

22 44. During the relevant time period, Defendants failed to provide all requisite  
23 uninterrupted meal and rest periods to Plaintiff and the other class members.

24 45. During the relevant time period, Defendants failed to pay Plaintiff and the other  
25 class members at least minimum wages for all hours worked.

26 46. During the relevant time period, Defendants failed to pay Plaintiff and the other  
27 class members all wages owed to them upon discharge or resignation.

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1           47.     During the relevant time period, Defendants failed to pay Plaintiff and the other  
2 class members all wages within any time permissible under California law, including, *inter*  
3 *alia*, California Labor Code section 204. Through Labor Code section 210 and the PAGA, and  
4 to the extent permitted by law, Plaintiff and aggrieved employees are entitled to recover civil  
5 penalties for violations of Labor Code section 204.

6           48.     During the relevant time period, Defendants failed to provide complete or  
7 accurate wage statements to Plaintiff and the other class members, in violation of Labor Code  
8 section 226(a). Plaintiff and aggrieved employees may also recover civil penalties pursuant to  
9 Labor Code section 226.3 and the PAGA for Defendants' violations of Labor Code section  
10 226(a).

11           49.     During the relevant time period, Defendants failed to keep complete or accurate  
12 payroll records for Plaintiff and the other class members, in violation of Labor Code section  
13 1174. Pursuant to Labor Code section 1174.5 and the PAGA, Plaintiff and aggrieved employees  
14 may also recover civil penalties for violation of Labor Code section 1174(d).

15           50.     During the relevant time period, Defendants failed to reimburse Plaintiff and the  
16 other class members for all necessary business-related expenses and costs.

17           51.     During the relevant time period, Defendants failed to properly compensate  
18 Plaintiff and the other class members pursuant to California law in order to increase  
19 Defendants' profits.

20           52.     California Labor Code section 218 states that nothing in Article 1 of the Labor  
21 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty  
22 due to him [or her] under this article."

### 23                           **FIRST CAUSE OF ACTION**

#### 24                           **(Violation of California Labor Code §§ 510 and 1198)**

#### 25                           **(Against CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100)**

26           53.     Plaintiff incorporates by reference the allegations contained in Paragraphs 1  
27 through 52, and each and every part thereof with the same force and effect as though fully set  
28 forth herein.

1           54.     California Labor Code section 1198 and the applicable Industrial Welfare  
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without  
3 compensating them at a rate of pay of either time-and-one-half or two-times that person’s  
4 regular rate of pay, depending on the number of hours worked by the person on a daily or  
5 weekly basis.

6           55.     Specifically, the applicable IWC Wage Order provides that Defendants are and  
7 were required to pay Plaintiff and the other class members employed by Defendants, and  
8 working more than eight (8) hours in a day, more than forty (40) hours in a week, and/or more  
9 than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours  
10 worked in excess of eight (8) hours in a day, more than forty (40) hours in a week, or for the  
11 first eight (8) hours worked on the seventh day of work in a workweek.

12           56.     The applicable IWC Wage Order further provides that Defendants are and were  
13 required to pay Plaintiff and the other class members overtime compensation at a rate of two  
14 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

15           57.     California Labor Code section 510 codifies the right to overtime compensation  
16 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
17 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
18 of work, and to overtime compensation at twice the regular hourly rate for hours worked in  
19 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
20 of work.

21           58.     During the relevant time period, Plaintiff and the other class members worked in  
22 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

23           59.     During the relevant time period, Defendants intentionally and willfully failed to  
24 pay overtime wages owed to Plaintiff and the other class members.

25           60.     Defendants’ failure to pay Plaintiff and the other class members the unpaid  
26 balance of overtime compensation, as required by California laws, violates the provisions of  
27 California Labor Code sections 510 and 1198, and is therefore unlawful.

28     ///

61. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

## SECOND CAUSE OF ACTION

**(Violation of California Labor Code §§ 226.7 and 512(a))**

(Against CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100)

62. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 61, and each and every part thereof with the same force and effect as though fully set forth herein.

63. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

64. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

65. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

66. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

1           67.     During the relevant time period, Plaintiff and the other class members who were  
2 scheduled to work for a period of time no longer than six (6) hours, and who did not waive  
3 their legally mandated meal periods by mutual consent, were required to work for periods  
4 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)  
5 minutes and/or a rest period.

6           68.     During the relevant time period, Plaintiff's and the other class members' meal  
7 periods were missed, shortened, late, and/or were interrupted because Defendants required  
8 them to perform and complete work duties, even when it resulted in missed, shortened, late, or  
9 interrupted meal periods. Defendants interrupted Plaintiff and the other class members during  
10 purported meal periods with business-related inquiries, instructions for tasks, and/or to require  
11 them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks.

12           69.     As a result, Defendants failed to relieve Plaintiff and the other class members of  
13 all duties, failed to relinquish control over Plaintiff's and the other class members' activities,  
14 failed to permit Plaintiff and the other class members a reasonable opportunity to take, and  
15 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no  
16 later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to  
17 take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work  
18 for shifts lasting more than ten (10) hours.

19           70.     As a result, during the relevant time period, Plaintiff and the other class  
20 members who were scheduled to work for a period of time in excess of six (6) hours were  
21 required to work for periods longer than five (5) hours without an uninterrupted meal period of  
22 not less than thirty (30) minutes and/or a rest period.

23           71.     During the relevant time period, Defendants intentionally and willfully required  
24 Plaintiff and the other class members to work during meal periods and failed to compensate  
25 Plaintiff and the other class members the full meal period premium for work performed during  
26 meal periods.

27     ///

28     ///

1           72.     During the relevant time period, Defendants failed to pay Plaintiff and the other  
2 class members the full meal period premium due pursuant to California Labor Code section  
3 226.7.

4           73.     Defendants' conduct violates the applicable IWC Wage Order and California  
5 Labor Code sections 226.7 and 512(a).

6           74.     Pursuant to the applicable IWC Wage Order and California Labor Code section  
7 226.7(b), Plaintiff and the other class members are each entitled to recover from Defendants  
8 one additional hour's worth of pay at the employee's regular rate of compensation for each  
9 work day that the meal or rest period is not provided.

10                                   **THIRD CAUSE OF ACTION**

11                                   **(Violation of California Labor Code § 226.7)**

12                                   **(Against CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100)**

13           75.     Plaintiff incorporates by reference the allegations contained in paragraphs 1  
14 through 74, and each and every part thereof with the same force and effect as though fully set  
15 forth herein.

16           76.     At all times herein set forth, the applicable IWC Wage Order and California  
17 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'  
18 employment by Defendants.

19           77.     At all relevant times, California Labor Code section 226.7 provides that no  
20 employer shall require an employee to work during any rest period mandated by an applicable  
21 order of the California IWC.

22           78.     At all relevant times, the applicable IWC Wage Order provides that "[e]very  
23 employer shall authorize and permit all employees to take rest periods, which insofar as  
24 practicable shall be in the middle of each work period" and that the "rest period time shall be  
25 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
26 hours or major fraction thereof" unless the total daily work time is less than three and one-half  
27 (3 ½) hours.

28     ///

1           79.     During the relevant time period, Defendants required Plaintiff and the other  
2 class members to work four (4) or more hours without authorizing or permitting a ten (10)  
3 minute rest period per each four (4) hour period worked.

4           80.     During the relevant time period, Defendants willfully required Plaintiff and the  
5 other class members to work during rest periods and failed to pay Plaintiff and the other class  
6 members the full rest period premium for work performed during rest periods.

7           81.     During the relevant time period, Defendants failed to pay Plaintiff and the other  
8 class members the full rest period premium due pursuant to California Labor Code section  
9 226.7.

10          82.     Defendants' conduct violates applicable IWC Wage Orders and California  
11 Labor Code section 226.7.

12          83.     Pursuant to the applicable IWC Wage Orders and California Labor Code section  
13 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one  
14 additional hour of pay at the employees' regular hourly rate of compensation for each work  
15 day that the rest period was not provided.

16                                   **FOURTH CAUSE OF ACTION**

17                           **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

18                   **(Against CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100)**

19          84.     Plaintiff incorporates by reference the allegations contained in paragraphs 1  
20 through 83, and each and every part thereof with the same force and effect as though fully set  
21 forth herein.

22          85.     At all relevant times, California Labor Code sections 1194, 1197, and 1197.1  
23 provide that the minimum wage be paid to employees, and the payment of a lesser wage than  
24 the minimum so fixed is unlawful.

25          86.     During the relevant time period, Defendants failed to pay minimum wage to  
26 Plaintiff and the other class members as required, pursuant to California Labor Code sections  
27 1194, 1197, and 1197.1.

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87. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

88. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

89. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

## FIFTH CAUSE OF ACTION

**(Violation of California Labor Code §§ 201 and 202)**

**(Against CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100)**

90. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though fully set forth herein.

91. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

92. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

93. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ is in violation of California Labor Code sections 201 and 202.

94. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

95. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

### SIXTH CAUSE OF ACTION

**(Violation of California Labor Code § 204)**

**(Against CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100)**

96. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

97. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

98. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

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99. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

100. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

101. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

## SEVENTH CAUSE OF ACTION

**(Violation of California Labor Code § 226(a))**

**(Against CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100)**

102. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 101, and each and every part thereof with the same force and effect as though fully set forth herein.

103. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

1           104. Defendants have intentionally and willfully failed to provide Plaintiff and the  
2 other class members with complete and accurate wage statements. The deficiencies include,  
3 but are not limited to, the failure to include the total number of hours worked by Plaintiff and  
4 the other class members.

5           105. As a result of Defendants' violation of California Labor Code section 226(a),  
6 Plaintiff and the other class members have suffered injury and damage to their statutorily  
7 protected rights.

8           106. More specifically, Plaintiff and the other class members have been injured by  
9 Defendants' intentional and willful violation of California Labor Code section 226(a) because  
10 they were denied both their legal right to receive and their protected interest in receiving  
11 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

12           107. Plaintiff and the other class members are entitled to recover from Defendants the  
13 greater of their actual damages caused by Defendants' failure to comply with California Labor  
14 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per  
15 employee.

16           108. Plaintiff and the other class members are also entitled to injunctive relief to  
17 ensure compliance with this section, pursuant to California Labor Code section 226(h).

18                           **EIGHTH CAUSE OF ACTION**

19                           **(Violation of California Labor Code § 1174(d))**

20                   **(Against CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100)**

21           109. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
22 through 108, and each and every part thereof with the same force and effect as though fully set  
23 forth herein.

24           110. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a  
25 central location in the state or at the plants or establishments at which employees are  
26 employed, payroll records showing the hours worked daily by and the wages paid to, and the  
27 number of piece-rate units earned by and any applicable piece rate paid to, employees  
28 employed at the respective plants or establishments. These records shall be kept in accordance

1 with rules established for this purpose by the commission, but in any case shall be kept on file  
2 for not less than two years.

3 111. Defendants have intentionally and willfully failed to keep accurate and complete  
4 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other  
5 class members.

6 112. As a result of Defendants' violation of California Labor Code section 1174(d),  
7 Plaintiff and the other class members have suffered injury and damage to their statutorily  
8 protected rights.

9 113. More specifically, Plaintiff and the other class members have been injured by  
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because  
11 they were denied both their legal right and protected interest in having available, accurate and  
12 complete payroll records pursuant to California Labor Code section 1174(d).

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100)**

16 114. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
17 through 113, and each and every part thereof with the same force and effect as though fully set  
18 forth herein.

19 115. Pursuant to California Labor Code sections 2800 and 2802, an employer must  
20 reimburse its employee for all necessary expenditures incurred by the employee in direct  
21 consequence of the discharge of his or her job duties or in direct consequence of his or her  
22 obedience to the directions of the employer.

23 116. Plaintiff and the other class members incurred necessary business-related  
24 expenses and costs that were not fully reimbursed by Defendants.

25 117. Defendants have intentionally and willfully failed to reimburse Plaintiff and the  
26 other class members for all necessary business-related expenses and costs.

27 118. Plaintiff and the other class members are entitled to recover from Defendants  
28 their business-related expenses and costs incurred during the course and scope of their

1 employment, plus interest accrued from the date on which the employee incurred the necessary  
2 expenditures at the same rate as judgments in civil actions in the State of California.

3 **TENTH CAUSE OF ACTION**

4 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

5 **(Against CMRE FINANCIAL SERVICES, INC. and DOES 1 through 100)**

6 119. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
7 through 118, and each and every part thereof with the same force and effect as though fully set  
8 forth herein.

9 120. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
10 unlawful and harmful to Plaintiff, other class members, the general public, and Defendants'  
11 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public  
12 interest within the meaning of Code of Civil Procedure section 1021.5.

13 121. Defendants' activities as alleged herein are violations of California law, and  
14 constitute unlawful business acts and practices in violation of California Business &  
15 Professions Code section 17200, *et seq.*

16 122. A violation of California Business & Professions Code section 17200, *et seq.*  
17 may be predicated on the violation of any state or federal law. In this instant case, Defendants'  
18 policies and practices of requiring employees, including Plaintiff and the other class members,  
19 to work overtime without paying them proper compensation violate California Labor Code  
20 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring  
21 employees, including Plaintiff and the other class members, to work through their meal and  
22 rest periods without paying them proper compensation violate California Labor Code sections  
23 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate  
24 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and  
25 practices of failing to timely pay wages to Plaintiff and the other class members violate  
26 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor  
27 Code sections 226(a), 1174(d), 2800 and 2802.

28 ///

123. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

124. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

125. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences August 1, 2015, an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws, and an award of costs.

#### **ELEVENTH CAUSE OF ACTION**

#### **PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

#### **Cal. Labor Code §§ 2698, *et seq.***

#### **[On Behalf of Plaintiff and Aggrieved Employees against All Defendants]**

126. Plaintiff, on behalf of herself and aggrieved employees, re-alleges and incorporates by reference all of the allegations contained in the previous paragraphs of this Complaint as though fully set forth herein.

127. Plaintiff, on behalf of herself and aggrieved employees, brings this representative action against Defendants to recover wages and penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, *et seq.*

128. Based on the above allegations incorporated by reference, Defendants have violated Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

129. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code section 2699 because of Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

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130. Under Labor Code sections 2699(a), (f), and 2699.5, for each such violation, Plaintiff and aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

\$100.00 for the initial violation per employee per pay period; and

\$200.00 for each subsequent violation per employee per pay period.

These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) to the affected employees.

These penalties may be stacked separately for each of Defendants’ violations of the California Labor Code.

131. Defendants failed to provide Plaintiff and aggrieved employees with accurate itemized wage statements in compliance with Labor Code section 226(a). Plaintiff seeks separate PAGA penalties for Defendants’ violations of Labor Code section 226(a) and (e). *Lopez v. Friant & Assocs., LLC* (2017) 15 Cal. App. 5th 773, 788; *Bell v. Home Depot U.S.A.* (E.D. Cal. Dec. 11, 2017) No. 2:12-cv-02499 JAM-CKD, 2017 U.S. Dist. LEXIS 204493, at \*5 [finding after *Friant* that “[t]o the extent the Court’s Order [granting summary judgment to *Home Depot*] was ambiguous, the Court now clarifies that it granted summary judgment on Plaintiffs’ derivative claim for [PAGA] penalties under section 226(e)...the Court’s Order should not be read to grant summary judgment on Plaintiffs’ claim for PAGA penalties based on violation of section 226(a).”]. For violations of Labor Code section 226(a), Plaintiff seeks the default penalty provided by Labor Code section 226.3. Labor Code section 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required records in subdivision (a) of Section 226.” Accordingly, through PAGA and to the extent permitted by law Plaintiff and aggrieved employees are entitled to recover penalties for violations of Labor Code section 226.3 and seek default PAGA penalties for each of Defendants’ numerous violations of Labor Code section 226(a).

1           132. Labor Code section 210 provides that “[i]n addition to, an entirely independent  
2 and apart from, any other penalty provided in this article, every person who fails to pay the  
3 wages of each employee as provided in Sections...204...shall be subject to a civil penalty as  
4 follows: (1) [f]or any initial violation, one hundred dollars (\$100) for each failure to pay each  
5 employee; (2) [f]or each subsequent violation, or any willful or intentional violation, two  
6 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount  
7 unlawfully withheld.” As a result of the faulty compensation policies and practices, Plaintiff and  
8 aggrieved employees are also entitled to recover penalties under Labor Code section 210 through  
9 PAGA.

10           133. Labor Code section 1197.1 authorizes a civil penalty, restitution of wages, and  
11 liquidated damages, in the amount of: “(1) [f]or any initial violation that is intentionally  
12 committed, one hundred dollars (\$100) for each underpaid employee for each pay period for  
13 which the employee is underpaid...[and] (2) [f]or each subsequent violation for the same specific  
14 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for  
15 which the employee is underpaid regardless of whether the initial violation is intentionally  
16 committed.” Accordingly, through PAGA and to the extent permitted by law, Plaintiff and  
17 aggrieved employees are entitled to recover pursuant to Labor Code section 1197.1.

18           134. Plaintiff has fully and completely exhausted her administrative remedies under  
19 PAGA prior to proceeding with the PAGA claim. On October 8, 2020, Plaintiff gave written  
20 notice to the LWDA and Defendant CMRE Financial Services, Inc. of the specific code  
21 provisions alleged to have been violated and paid the required filing fee. Plaintiff has not  
22 received notice from the LWDA of its intent to investigate the alleged violations within sixty-  
23 five (65) calendar days of the postmark date of the aforesaid letter.

24           135. Plaintiff, as a personal representative of the general public, will and does seek to  
25 recover any and all penalties for each and every violation shown to exist or to have occurred  
26 during the one year period before Plaintiff filed notice with the LWDA of her intent to bring an  
27 action, in an amount according to proof, as to those penalties that are otherwise only available to  
28 public agency enforcement actions. Funds recovered will be distributed in accordance with the

1 PAGA, with 75 percent of the penalties recovered being reimbursed to the State of California  
2 and the LWDA.

3 136. Plaintiff was compelled to retain the services of counsel to file this action to  
4 protect her interests and those of aggrieved employees, and to assess and collect the wages and  
5 penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which  
6 she is entitled to recover under Labor Code section 2699(g)(1).

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, individually and on behalf of other members of the general public similarly  
9 situated, and on behalf of other aggrieved employees pursuant to the California Private  
10 Attorneys General Act, requests a trial by jury.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, individually and on behalf of other members of the general  
13 public similarly situated, and on behalf of other aggrieved employees pursuant to the  
14 California Private Attorneys General Act, prays for relief and judgment against Defendants,  
15 jointly and severally, as follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action;  
18 2. That Plaintiff be appointed the representative of the class with respect to the first  
19 ten causes of action;  
20 3. That counsel for Plaintiff be appointed class counsel; and  
21 4. That Defendants provide to class counsel immediately the names and most  
22 current/last known contact information (address, e-mail and telephone numbers) of all class  
23 members.

24 **As to the First Cause of Action**

- 25 5. That the Court declare, adjudge and decree that Defendants violated California  
26 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay  
27 all overtime wages due to Plaintiff and the other class members;

28 ///

1           6.       For general unpaid wages at overtime wage rates and such general and special  
2 damages as may be appropriate;

3           7.       For pre-judgment interest on any unpaid overtime compensation commencing  
4 from the date such amounts were due;

5           8.       For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
6 California Labor Code section 1194; and

7           9.       For such other and further relief as the Court may deem just and proper.

8                               **As to the Second Cause of Action**

9           10.      That the Court declare, adjudge and decree that Defendants violated California  
10 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
11 provide all meal periods (including second meal periods) to Plaintiff and the other class  
12 members;

13          11.      That the Court make an award to Plaintiff and the other class members of one  
14 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal  
15 period was not provided;

16          12.      For all actual, consequential, and incidental losses and damages, according to  
17 proof;

18          13.      For premium wages pursuant to California Labor Code section 226.7(c);

19          14.      For pre-judgment interest on any unpaid wages from the date such amounts  
20 were due;

21          15.      For reasonable attorneys' fees and costs of suit incurred herein; and

22          16.      For such other and further relief as the Court may deem just and proper.

23                               **As to the Third Cause of Action**

24          17.      That the Court declare, adjudge and decree that Defendants violated California  
25 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all  
26 rest periods to Plaintiff and the other class members;

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28       ///

1           18.     That the Court make an award to Plaintiff and the other class members of one  
2 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest  
3 period was not provided;

4           19.     For all actual, consequential, and incidental losses and damages, according to  
5 proof;

6           20.     For premium wages pursuant to California Labor Code section 226.7(c);

7           21.     For pre-judgment interest on any unpaid wages from the date such amounts  
8 were due; and

9           22.     For such other and further relief as the Court may deem just and proper.

10                           **As to the Fourth Cause of Action**

11           23.     That the Court declare, adjudge and decree that Defendants violated California  
12 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to  
13 Plaintiff and the other class members;

14           24.     For general unpaid wages and such general and special damages as may be  
15 appropriate;

16           25.     For statutory wage penalties pursuant to California Labor Code section 1197.1  
17 for Plaintiff and the other class members in the amount as may be established according to  
18 proof at trial;

19           26.     For pre-judgment interest on any unpaid compensation from the date such  
20 amounts were due;

21           27.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
22 California Labor Code section 1194(a);

23           28.     For liquidated damages pursuant to California Labor Code section 1194.2; and

24           29.     For such other and further relief as the Court may deem just and proper.

25                           **As to the Fifth Cause of Action**

26           30.     That the Court declare, adjudge and decree that Defendants violated California  
27 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
28

time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

**As to the Sixth Cause of Action**

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

**As to the Seventh Cause of Action**

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

**As to the Eighth Cause of Action**

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

**As to the Ninth Cause of Action**

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

**As to the Tenth Cause of Action**

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802;

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

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1           55.     For the appointment of a receiver to receive, manage and distribute any and all  
2 funds disgorged from Defendants and determined to have been wrongfully acquired by  
3 Defendants as a result of violation of California Business and Professions Code sections  
4 17200, *et seq.*;

5           56.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
6 California Code of Civil Procedure section 1021.5;

7           57.     For injunctive relief to ensure compliance with this section, pursuant to  
8 California Business and Professions Code sections 17200, *et seq.*; and

9           58.     For such other and further relief as the Court may deem just and proper.

10                               **As to the Eleventh Cause of Action**

11           59.     For a civil penalty in the amount of \$100.00 for the initial violation and \$200.00  
12 for each subsequent violation as specified in section 2699(f)(2) of the Labor Code in the  
13 representative action brought on behalf of Plaintiff and aggrieved employees pursuant to the  
14 Private Attorneys General Act of 2004;

15           60.     For all civil penalties available under section 210 of the Labor Code and the  
16 Private Attorneys General Act of 2004;

17           61.     For all civil penalties available under section 226.3 of the Labor Code and the  
18 Private Attorneys General Act of 2004;

19           62.     For all civil penalties available under section 1174.5 of the Labor Code and the  
20 Private Attorneys General Act of 2004;

21           63.     For all civil penalties available under section 1197.1 of the Labor Code and the  
22 Private Attorneys General Act of 2004.

23           64.     For an award providing for the payment of the costs of this suit;

24           65.     For an award of attorneys' fees, to the extent provided by law; and

25           66.     For such other and further relief as the Court may deem proper and just.

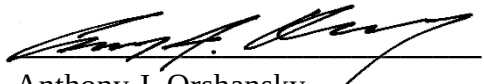
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1  
2 Dated: April 16, 2021

**COUNSELONE, P.C.**

3  
4 By:   
5 Anthony J. Orshansky  
6 Justin Kachadoorian  
7 *Attorneys for Plaintiff*  
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I am employed in Los Angeles County, State of California; I am over the age of 18 years and not a party to the within action; my business address is 9301 Wilshire Blvd., Suite 650, Beverly Hills, CA 90210, lanie@counselonegroup.com.

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE § 2698, ET SEQ.**

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**[ X ] (STATE)** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
Lanie Lim