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County of Los Angeles

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Attorneys for Plaintiff and putative Class-PAGA Representative,
YESENIA LOPEZ, individually and on behalf of all
those similarly situated and Aggrieved Employees

BY FAX

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
[CLASS-PAGA ACTION]

YESENIA LOPEZ, individually, and on behalf
of all others similarly situated;

Plaintiff,

vs.

COASTAL DEVELOPMENTAL SERVICES
FOUNDATION dba WESTSIDE REGIONAL
CENTER, a California Non-Profit Business;
and DOES 1 through 25, inclusive,

Defendants

CASE NO.: 20STCV49772

[CLASS-PAGA ACTION]

JUDGE: Amy D. Hogue, Hon

DEPT: 7

FIRST AMENDED

CLASS-PAGA ACTION COMPLAINT FOR:

1. FAILURE TO PAY ALL EARNED OVERTIME WAGES
2. FAILURE TO PERMIT PAID 10 MINUTE REST PERIODS
3. FAILURE TO PROVIDE 30 MINUTE MEAL PERIODS
4. FAILURE TO PAY ALL EARNED WAGES AND COMPENSATION UPON TERMINATION
5. FAILURE TO PROVIDE LAWFUL WAGE STATEMENTS
6. FAILURE TO INDEMNIFY FOR WORK-RELATED EXPENSES
7. UNFAIR BUSINESS PRACTICES; AND
8. PRIVATE ATTORNEYS GENERAL ACT

1 Plaintiff and putative Class-PAGA Representative, YESENIA LOPEZ (“Plaintiff”) individually
2 and on behalf of all other similarly situated employees and Aggrieved Employees, alleges:

3 **PARTIES AND JURISDICTION**

4 1. Plaintiff is an adult person who is domiciled in the State of California. Plaintiff brings
5 this action individually and on behalf of all present and former non-exempt individuals who worked
6 for defendants, COASTAL DEVELOPMENTAL SERVICES FOUNDATION dba WESTSIDE
7 REGIONAL CENTER, and DOES 1 through 25, inclusive, (collectively “Defendants”) in the State
8 of California, at any time during the period of four years prior to the filing of the complaint in this
9 action up to the present, while subject to an “Alternative Workweek Schedule” or a schedule in which
10 any regularly scheduled workweek required an employee to work more than eight (8) hours in a 24-
11 hour period (hereinafter the “Class” or “Class Members”)(hereinafter the period of time of four years
12 prior to the filing of the complaint in this action, up to and including the present, shall be referred to as
13 the “Class Period”).

14 2. The “Class” is comprised of the following Sub-Classes:

15 (a) Overtime Sub-Class: Those members of the Class who, associated with their
16 work for Defendants, worked in excess of 8 hours in a day, in excess of 40 hours in a given work
17 week, in excess of 12 hours in a day, and/or worked on the seventh consecutive day of a work week;

18 (b) Rest Period Sub-Class: Those members of the Class who, associated with their
19 work for Defendants, worked in excess of 4 hours a day and/or those members of the Class who
20 worked in excess of 6 hours a day;

21 (c) Meal Period Sub-Class: Those members of the Class who, associated with their
22 work for Defendants, worked in excess of 5 hours a day and/or who worked in excess of 10 hours a
23 day;

24 (d) Waiting Time Sub-Class: Those members of the Class who were laid off,
25 terminated or resigned from the employ of Defendants within the period of three years prior to filing
26 of this action, up to and including the present;

1 (e) Wage-Statement Sub-Class: Those members of the Class who Defendants
2 provided a wage statement at any time during the period of one year prior to filing the action, up to
3 and including the present;

4 (f) Indemnification Sub-Class: Those members of the Class who incurred
5 expenditures in the discharge of their duties for Defendants;

6 (g) UCL Sub-Class: Those members of the Class who suffered injury, including
7 lost money, as a result of Defendants' unfair competition, including, but not limited to, their unlawful
8 policies of failing to provide meal periods, failing to permit rest periods, failing to compensate for all
9 wages earned, including minimum, regular, overtime, and double overtime wages, failing to provide
10 statutorily compliant and accurate wage statements, failing to reimburse for work related expenses,
11 and/or failing to pay all wages earned by members of the Class at the cessation of their employment
12 with Defendants.

13 3. Plaintiff is informed, believes, and thereon alleges that Defendants were and are doing
14 business and maintain minimum contacts in the County of Los Angeles, as well as other counties in
15 the State of California, during the Class Period.

16 4. Plaintiff is informed, believes, and thereon alleges that COASTAL
17 DEVELOPMENTAL SERVICES FOUNDATION dba WESTSIDE REGIONAL CENTER
18 incorporated in the State of California, with its principal office in Culver City, California.

19 5. Plaintiff is ignorant of the true names and capacities of Defendant Does 1 through 25,
20 inclusive, and, by reason thereof, sues said Defendants by their fictitious names. Plaintiff will amend
21 this complaint to allege the true names and capacity of said Doe Defendants when same have been
22 fully and finally ascertained.

23 6. Pursuant to the terms of the applicable Wage Order, at no time relevant hereto was
24 Plaintiff, any fellow member of the Class, or fellow Aggrieved Employees, properly classified as an
25 exempt managerial, administrative, or professional employee. Plaintiff is informed, believes, and
26 thereon alleges that neither Plaintiff, nor any fellow member of the Class or Aggrieved Employees
27 spent more than one-half of their time working on managerial, administrative, or professional tasks
28 during the Class Period.

7. On behalf of the Class and the general public, Plaintiff seeks to enforce the public policy favoring compliance with labor and workplace safety and working condition standards expressed under, inter alia, Labor Code § 90.5, to wit: “It is the policy of this state to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.” Plaintiff alleges that the aforementioned conduct of Defendants violates an important right affecting the public interest, as such phrase is used in Code of Civil Procedure §1021.5.

8. Plaintiff is informed, believes, and thereon alleges that Defendants specifically authorized, directed or participated in the violations of California Business and Professions Code, California Labor Code and applicable Industrial Welfare Commission Wage Order, against Plaintiff and the Class, as set forth herein, and an ordinarily prudent person, knowing what the directors knew at that time, would not have acted similarly under the circumstances.

VENUE AND JURISDICTION

9. Plaintiff is informed, believes, and thereon alleges that two-thirds (2/3) or more of the members of the proposed Class and Aggrieved Employees in the aggregate, at all times pertinent hereto, including, but not limited to, the period from four years prior to commencement of this action to the present, have been, and continue to be, citizens of the forum state, California, the state in which this action was originally filed.

10. Plaintiff is informed, believes, and thereon alleges that Defendants are primary defendants in this action.

11. Plaintiff is informed, believes, and thereon alleges that Defendants acts and omissions, as alleged herein, form a significant basis for the claims asserted by Plaintiff and fellow members of the Class and Aggrieved Employees in this action.

12. Plaintiff is informed, believes, and thereon alleges that Plaintiff, the putative Class, and Aggrieved Employees are seeking significant relief from Defendants.

1 13. Plaintiff is informed, believes, and thereon alleges that the principal injuries sustained
2 by Plaintiff, her fellow members of the Class, and Aggrieved Employees, as alleged herein, resulted
3 from, inter alia, the conduct of Defendants, and were incurred in the forum state of California.

4 14. Plaintiff is informed, believes, and thereon alleges that the claims asserted in this
5 action do not involve matters of national or interstate interest; rather, this Class action involves a
6 local controversy of the forum state—California.

7 15. Plaintiff is informed, believes, and thereon alleges that the claims asserted is this
8 action will be governed exclusively by the laws of the forum state, California, the state in which this
9 action is originally filed.

10 16. Plaintiff is informed, believes, and thereon alleges that this action is brought in the Los
11 Angeles County Superior Court for the State of California as said forum has a distinct nexus with
12 Plaintiff, her fellow members of the Class, and Aggrieved Employees, the harm alleged, as well as
13 Defendants.

14 17. Plaintiff is informed, believes, and thereon alleges that, at all times mentioned herein,
15 the aggregate of the individuals who comprise the Class and Aggrieved Employees are citizens from
16 the forum State of California, the state in which the action was originally filed, is substantially larger
17 than the number of citizens from any other state, and the citizenship of the other members of the
18 Class is dispersed among a substantial number of states.

19 18. Plaintiff is informed, believes, and thereon alleges that, at all times mentioned herein,
20 the claims alleged in this action, and the causes of action derived therefrom, do not involve federal
21 question(s).

22 19. At times pertinent hereto, Plaintiff, her fellow members of the Class, and Aggrieved
23 Employees, as employees of Defendants, performed work, and Defendants' liability arose, in the
24 County of Los Angeles, and other counties throughout the State of California.

25 20. Venue is appropriate in Los Angeles County in that venue in a failure to pay wages
26 claim against an employer is proper in the location where the work was performed. (*Owens v.*
27 *Paraco, Inc.* (1958) 160 Cal.App.2d 824). Defendants' liability arose in Los Angeles County, and
28 other counties throughout California, where they committed violations of applicable provisions of the

1 California Business and Professions Code, California Labor Code, and applicable Industrial Welfare
2 Commission Wage Orders, as detailed herein.

3 **JOINT EMPLOYER**

4 21. Plaintiff is informed, believes, and thereon alleges that, at all times mentioned herein,
5 the named Defendants, Does 1 through 25, and each of them, were acting as the agent and/or
6 employee of each remaining defendant, and were acting within the course and scope of said
7 principal-agency and/or employment relationship, and directed, authorized and/or ratified the conduct
8 set forth in detail herein. Plaintiff is further informed, believes, and thereon alleges that each of the
9 fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and
10 that the damages sustained by Plaintiff, her fellow members of the Class, and Aggrieved Employees,
11 as herein alleged, were proximately caused by such Defendants, and each of them.

12 22. Plaintiff is informed, believes, and thereon alleges that Defendants were, at all times
13 pertinent hereto, joint employers of the named Plaintiff, and other members of the Class, as they
14 exercised joint control over and/or right to assign, place and/or supervise the Class Members' work or
15 working conditions, maintained joint authority to hire and fire employees, supervised and controlled
16 employee work schedules and employment conditions, determined rate and method of payment,
17 and/or jointly maintained employment records.

18 23. Plaintiff is informed, believes, and thereon alleges that at all times relative hereto,
19 Plaintiff and her fellow Class Members performed work that simultaneously benefitted Defendants.

20 24. Plaintiff is informed, believes, and thereon alleges that, at all times pertinent hereto,
21 there existed an arrangement between Defendants to share the employee's services, and each
22 Defendant acted, either directly or indirectly, in the interest of their fellow Defendants in relation to
23 the employment of Plaintiff and her fellow Class Members.

24 **APPLICABLE WAGE AND HOUR STANDARDS**

25 25. At all times pertinent hereto, California Business and Professions Code §17200
26 provided in pertinent part: "As used in this chapter, unfair competition shall mean and include any
27 unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading
28

1 advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of
2 Division 7 of the Business and Professions Code.”

3 26. At all times pertinent hereto, California Business and Professions Code §17201
4 provided in pertinent part: “As used in this chapter, the term person shall mean and include natural
5 persons, corporations, firms, partnerships, joint stock companies, associations and other organizations
6 of persons.”

7 27. At all times pertinent hereto, California Business and Professions Code §17202
8 provided in pertinent part: “Notwithstanding Section 3369 of the Civil Code, specific or preventive
9 relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition.”

10 28. At all times pertinent hereto, California Business and Professions Code §17203
11 provided in pertinent part: “Any person who engages, has engaged, or proposes to engage in unfair
12 competition may be enjoined in any court of competent jurisdiction. The court may make such orders
13 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
14 employment by any person of any practice which constitutes unfair competition, as defined in this
15 chapter, or as may be necessary to restore to any person in interest any money or property, real or
16 personal, which may have been acquired by means of such unfair competition. Any person may
17 pursue representative claims or relief on behalf of others only if the claimant meets the standing
18 requirements of Section 17204 and complies with Section 382 of the Code of Civil Procedure...”

19 29. At all times pertinent hereto, California Business and Professions Code §17205
20 provided in pertinent part: “Unless otherwise expressly provided, the remedies or penalties provided
21 by this chapter are cumulative to each other and to the remedies or penalties available under all other
22 laws of this state.”

23 30. At all times pertinent hereto, pursuant to California law, including, but not limited to,
24 Labor Code § 1197-1198, it was unlawful to pay less than the wage established by law or to employ
25 persons in excess of the hours fixed by the Industrial Welfare Commission ("IWC") or under
26 conditions prohibited by the Industrial Wage Commission Wage Orders codified at 8 Cal. Code Reg.,
27 Division 1 (the "IWC Wage Orders").
28

1 31. At all times pertinent hereto, 8 Cal. Code Reg. ("CCR") section 11070 (Industrial
2 Welfare Commission, Industry and Occupation Orders, Wage Order (the "Wage Order"), which
3 applies to Plaintiff, her fellow members of the Class, and Aggrieved Employees' employment with
4 Defendants, required that each non-exempt employee working at least 3.5 hours must be given a paid
5 rest period of not less than ten consecutive minutes, uninterrupted, where the employee is relieved of
6 all duties; and a second rest period of not less than ten consecutive minutes be given to each non-
7 exempt employee working at least six hours in any given workday.

8 32. At all times pertinent hereto, the Wage Order required that each employee working at
9 least five hours must be given a paid or unpaid meal period of not less than thirty consecutive
10 minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal
11 period of not less than thirty consecutive minutes, uninterrupted, be given to each employee working
12 at least ten hours in any given workday. Further, unless the employee is relieved of all duty during a
13 thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and
14 counted as time worked. An "on duty" meal period shall be permitted only when the nature of the
15 work prevents an employee from being relieved of all duty and when by written agreement between
16 the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the
17 employee may, in writing, revoke the agreement at any time.

18 33. At all times pertinent hereto, the Wage Order and Labor Code § 226.7 provided that
19 each non-exempt employee who was not permitted to take a valid rest period mandated thereunder
20 must be paid one hour of additional pay at the employee's regular rate of pay for each such workday
21 in which a valid rest period was not provided.

22 34. At all times pertinent hereto, Labor Code § 200 defined "wages" as including all
23 amounts for labor performed by employees of every description, whether the amount is fixed or
24 ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

25 35. At all times pertinent hereto, Labor Code § 201 provided that if an employer
26 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
27 immediately.
28

1 36. At all times pertinent hereto, Labor Code § 202 provided that if an employee not
2 having a written contract for a definite period quits their employment, their wages shall become due
3 and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous
4 notice of their intention to quit, in which case the employee is entitled to their wages at the time of
5 quitting.

6 37. At all times pertinent hereto, Labor Code § 203 provided that an employer who
7 willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and
8 202, any wages of an employee who is discharged or who quits, the wages of the employee shall
9 continue as a penalty from the due date thereof at the same rate until paid or until an action therefore
10 is commenced; but the wages shall not continue for more than thirty (30) days.

11 38. At all times pertinent hereto, Labor Code § 204 provided that all wages, other than
12 those mentioned in Labor Code §§ 201, 202, 204.1, or 204.2, earned by any person in any
13 employment, are due and payable twice during each calendar month, on days designated in advance
14 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
15 of any calendar month shall be paid for between the 16th and the 26th day of the month during which
16 the labor was performed, and labor performed between the 16th and the last day, inclusive, of any
17 calendar month, shall be paid for between the 1st and 10th day of the following month.

18 39. At all times pertinent hereto, Labor Code § 212 provided in pertinent part: “(a) No
19 person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an
20 advance on wages to be earned: (1) Any order, check, draft, note, memorandum, or other
21 acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without
22 discount, at some established place of business in the state...”

23 40. At all times pertinent hereto, Labor Code § 216 provided in pertinent part: “In addition
24 to any other penalty imposed by this article, any person, or an agent, manager, superintendent, or
25 officer thereof is guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay
26 wages due and payable after demand has been made. (b) Falsely denies the amount or validity
27 thereof, or that the same is due, with intent to secure for himself, his employer or other person, any
28

discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.”

41. At all times relevant hereto, Labor Code § 218 provided, in pertinent part: “...Nothing in this article shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due him under this article.”

42. At all times relevant hereto, Labor Code § 218.5 provided, in pertinent part: “(a) In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney’s fees and costs to the prevailing party if any party to the action requests attorney’s fees and costs upon the initiation of the action. However, if the prevailing party in the court action is not an employee, attorney’s fees and costs shall be awarded pursuant to this section only if the court finds that the employee brought the court action in bad faith....”

43. At all times relevant hereto, Labor Code § 218.6 provided: “In any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.”

44. At all times pertinent hereto, Labor Code § 226 provided in pertinent part: "An employer, semimonthly or at the time of each payment of wages, furnish each of their employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, . . . (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 their 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.”

1 (b) An employer that is required by this code or any regulation adopted pursuant to this
2 code to keep the information required by subdivision (a) [i.e. wage statements] shall afford current
3 and former employees the right to inspect or copy the records pertaining to that current or former
4 employee, upon reasonable request to the employer. The employer may take reasonable steps to
5 assure the identity of a current or former employee. If the employer provides copies of the records,
6 the actual cost of reproduction may be charged to the current or former employee.

7 (c) An employer who receives a written or oral request to inspect or copy records
8 pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request
9 as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of
10 this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation
11 of law, shall be an affirmative defense for an employer in any action alleging a violation of this
12 subdivision. An employer may designate the person to whom a request under this subdivision will be
13 made.”

14 45. At all times pertinent hereto, the California Department of Industrial Relations defined
15 an “Alternative Workweek Schedule” as any regularly scheduled workweek requiring an employee
16 to work more than eight (8) hours in a 24-hour period.

17 46. At all times pertinent hereto, California law, including, but not limited to, Labor Code
18 § 510 and the IWC Wage Orders which apply to Plaintiff, her fellow members of the Class, and
19 Aggrieved Employees’ employment with Defendants, provided for payment of a minimum wage
20 regardless of the number of hours worked; plus one and one-half (1½) times each employee's regular
21 rate of pay for all work over eight (8) hours in any workday, forty (40) hours in any workweek, or
22 any work performed on the seventh day of any workweek; plus double the employee's regular rate of
23 pay for work over 12 hours in a work day or over eight hours on the seventh day of any workweek.

24 47. At all times pertinent hereto, Labor Code § 511 provided: (a) Upon the proposal of an
25 employer, the employees of an employer may adopt a regularly scheduled alternative workweek that
26 authorizes work by the affected employees for no longer than 10 hours per day within a 40-hour
27 workweek without the payment to the affected employees of an overtime rate of compensation
28 pursuant to this section. A proposal to adopt an alternative workweek schedule shall be deemed

1 adopted only if it receives approval in a secret ballot election by at least two-thirds of affected
2 employees in a readily identifiable work unit. The regularly scheduled alternative workweek
3 proposed by an employer for adoption by employees may be a single work schedule that would
4 become the standard schedule for workers in the work unit, or a menu of work schedule options,
5 from which each employee in the unit would be entitled to choose. Notwithstanding subdivision (c)
6 of Section 500, the menu of work schedule options may include a regular schedule of eight-hour
7 days that are compensated in accordance with subdivision (a) of Section 510. Employees who adopt
8 a menu of work schedule options may, with employer consent, move from one schedule option to
9 another on a weekly basis. (b) An affected employee working longer than eight hours but not more
10 than 12 hours in a day pursuant to an alternative workweek schedule adopted pursuant to this section
11 shall be paid an overtime rate of compensation of no less than one and one-half times the regular
12 rate of pay of the employee for any work in excess of the regularly scheduled hours established by
13 the alternative workweek agreement and for any work in excess of 40 hours per week. An overtime
14 rate of compensation of no less than double the regular rate of pay of the employee shall be paid for
15 any work in excess of 12 hours per day and for any work in excess of eight hours on those days
16 worked beyond the regularly scheduled workdays established by the alternative workweek
17 agreement. Nothing in this section requires an employer to combine more than one rate of overtime
18 compensation in order to calculate the amount to be paid to an employee for any hour of overtime
19 work. (c) An employer shall not reduce an employee's regular rate of hourly pay as a result of the
20 adoption, repeal, or nullification of an alternative workweek schedule. (d) An employer shall make a
21 reasonable effort to find a work schedule not to exceed eight hours in a workday, in order to
22 accommodate any affected employee who was eligible to vote in an election authorized by this
23 section and who is unable to work the alternative schedule hours established as the result of that
24 election. An employer shall be permitted to provide a work schedule not to exceed eight hours in a
25 workday to accommodate any employee who was hired after the date of the election and who is
26 unable to work the alternative schedule established as the result of that election. An employer shall
27 explore any available reasonable alternative means of accommodating the religious belief or
28 observance of an affected employee that conflicts with an adopted alternative workweek schedule, in

1 the manner provided by subdivision (j) of Section 12940 of the Government Code. (e) The results of
2 any election conducted pursuant to this section shall be reported by an employer to the Division of
3 Labor Standards Enforcement within 30 days after the results are final. (f) Any type of alternative
4 workweek schedule that is authorized by this code and that was in effect on January 1, 2000, may be
5 repealed by the affected employees pursuant to this section. Any alternative workweek schedule that
6 was adopted pursuant to Wage Order Number 1, 4, 5, 7, or 9 of the Industrial Welfare Commission
7 is null and void, except for an alternative workweek providing for a regular schedule of no more
8 than 10 hours' work in a workday that was adopted by a two-thirds vote of affected employees in a
9 secret ballot election pursuant to wage orders of the Industrial Welfare Commission in effect prior to
10 1998. This subdivision does not apply to exemptions authorized pursuant to Section 515. (g)
11 Notwithstanding subdivision (f), an alternative workweek schedule in the health care industry
12 adopted by a two-thirds vote of affected employees in a secret ballot election pursuant to Wage
13 Order Numbers 4 and 5 in effect prior to 1998 that provided for workdays exceeding 10 hours but
14 not exceeding 12 hours in a day without the payment of overtime compensation shall be valid until
15 July 1, 2000. An employer in the health care industry shall make a reasonable effort to accommodate
16 any employee in the health care industry who is unable to work the alternative schedule established
17 as the result of a valid election held in accordance with provisions of Wage Order Number 4 or 5
18 that were in effect prior to 1998. (h) Notwithstanding subdivision (f), if an employee is voluntarily
19 working an alternative workweek schedule providing for a regular work schedule of not more than
20 10 hours' work in a workday as of July 1, 1999, an employee may continue to work that alternative
21 workweek schedule without the entitlement of the payment of daily overtime compensation for the
22 hours provided in that schedule if the employer approves a written request of the employee to work
23 that schedule. (i) For purposes of this section, "work unit" includes a division, a department, a job
24 classification, a shift, a separate physical location, or a recognized subdivision thereof. A work unit
25 may consist of an individual employee as long as the criteria for an identifiable work unit in this
26 section is met.

27 48. At all times pertinent hereto, Labor Code § 512 required that each employee working
28 at least five hours must be given a paid or unpaid meal period of not less than thirty consecutive

1 minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal
2 period of not less than thirty consecutive minutes, uninterrupted, be given to each employee working
3 at least ten hours in any given workday.

4 49. At all times pertinent hereto, Labor Code § 558 provided, in pertinent part, “Any
5 employer or other person acting on behalf of an employer who violates, or causes to be violated, a
6 section of this chapter or any provision regulating hours and days of work in any order of the
7 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
8 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
9 employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For
10 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
11 period for which the employee was underpaid in addition to an amount sufficient to recover
12 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
13 employee.”

14 50. At all times pertinent hereto, Labor Code § 558.1 provided, in pertinent part, “(a) Any
15 employer or other person acting on behalf of an employer, who violates, or causes to be violated, any
16 provision regulating minimum wages or hours and days of work in any order of the Industrial
17 Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or
18 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term
19 “other person acting on behalf of an employer” is limited to a natural person who is an owner,
20 director, officer, or managing agent of the employer, and the term “managing agent” has the same
21 meaning as in subdivision (b) of Section 3294 of the Civil Code. (c) Nothing in this section shall be
22 construed to limit the definition of employer under existing law.”

23 51. At all times relevant hereto, Labor Code §§ 1174 and 1174.5 describe the record
24 retention obligations of employers in California and the penalties associated with a failure to maintain
25 accurate payroll records.

26 52. During the Class Period, Labor Code § 1182.12 provided in pertinent part that, from
27 January 1, 2016 to December 31, 2016, the minimum wage for all industries in the State of California
28 was not less than ten dollars (\$10.00) per hour. For the period of January 1, 2017 to December 31,

1 2017, the minimum wage for all industries where the employer had twenty-six (26) employees or
2 more, such as Defendants, was not less than ten dollars and fifty cents (\$10.50) per hour. For the
3 period of January 1, 2018 to the December 31, 2018, the minimum wage for all industries where the
4 employer had twenty-six (26) employees or more, such as Defendants, was not less than eleven
5 dollars (\$11.00) per hour. For the period of January 1, 2019 to December 31, 2019, the minimum
6 wage for all industries where the employer had twenty-six (26) employees or more, such as
7 Defendants, was not less than twelve dollars (\$12.00) per hour. For the period of January 1, 2020 to
8 the present, the minimum wage for all industries where the employer had twenty-six (26) employees
9 or more, such as Defendants, is not less than thirteen dollars (\$13.00) per hour.

10 53. During the Class Period, from January 1, 2016 to December 31, 2016, the minimum
11 wage for all industries in the County of Los Angeles was not less than ten dollars and fifty cents
12 (\$10.50) per hour. For the period of January 1, 2017 to December 31, 2017, the minimum wage for
13 all industries in the County of Los Angeles, where the employer had twenty-six (26) employees or
14 more, such as Defendants, was not less than twelve dollars (\$12.00) per hour. For the period of
15 January 1, 2018 to December 31, 2018, the minimum wage for all industries in the County of Los
16 Angeles, where the employer had twenty-six (26) employees or more, such as Defendants, was not
17 less than thirteen dollars and twenty-five cents (\$13.25) per hour. For the period of January 1, 2019 to
18 December 31, 2019, the minimum wage for all industries in the County of Los Angeles, where the
19 employer had twenty-six (26) employees or more, such as Defendants, was not less than fourteen
20 dollars and twenty-five cents (\$14.25) per hour. For the period of January 1, 2020 to the present, the
21 minimum wage for all industries in the County of Los Angeles, where the employer has twenty-six
22 (26) employees or more, such as Defendants, is not less than fifteen dollars (\$15.00) per hour.

23 54. Plaintiff is informed, believes, and thereon alleges that, during the Class Period,
24 Defendants failed to pay in accordance with minimum wage standards of the various counties and
25 cities of the State of California in which Plaintiff, her fellow members of the Class, and Aggrieved
26 Employees performed work for Defendants.

27 55. At all times pertinent hereto, Labor Code § 1194 provided, “(a) Notwithstanding any
28 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or

1 the legal overtime compensation applicable to the employee is entitled to recover in a civil action the
2 unpaid balance of the full amount of this minimum wage or overtime compensation, including
3 interest thereon, reasonable attorney's fees, and costs of suit. (b) The amendments made to this
4 section by Chapter 825 of the Statutes of 1991 shall apply only to civil actions commenced on or
5 after January 1, 1992.”

6 56. At all times pertinent hereto, Labor Code § 1194.2 provided in pertinent part: “(a) In
7 any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a
8 wage less than the minimum wage fixed by an order of the commission or by statute, an employee
9 shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
10 and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of
11 liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated
12 damages at any time before the expiration of the statute of limitations on an action for wages from
13 which the liquidated damages arise.”

14 57. At all times pertinent hereto, Labor Code § 2802 provided in pertinent part: (a) An
15 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the
16 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
17 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
18 directions, believed them to be unlawful. (b) All awards made by a court ... for reimbursement of
19 necessary expenditures under this section shall carry interest at the same rate as judgments in civil
20 actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure
21 or loss. (c) For purposes of this section, the term “necessary expenditures or losses” shall include all
22 reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the
23 rights granted by this section.

24 58. At all times pertinent hereto, Labor Code § 2810.5 provided in pertinent part: “(a) (1)
25 At the time of hiring, an employer shall provide to each employee a written notice, in the language
26 the employer normally uses to communicate employment-related information to the employee,
27 containing the following information: (A) The rate or rates of pay and basis thereof, whether paid by
28 the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime,

1 as applicable. (B) Allowances, if any, claimed as part of the minimum wage, including meal or
2 lodging allowances. (C) The regular payday designated by the employer in accordance with the
3 requirements of this code. (D) The name of the employer, including any “doing business as” names
4 used by the employer. (E) The physical address of the employer’s main office or principal place of
5 business, and a mailing address, if different. (F) The telephone number of the employer. (G) The
6 name, address, and telephone number of the employer’s workers’ compensation insurance carrier. (H)
7 That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick
8 leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick
9 leave; and has the right to file a complaint against an employer who retaliates. (I) Any other
10 information the Labor Commissioner deems material and necessary....(b) An employer shall notify
11 his or her employees in writing of any changes to the information set forth in the notice within seven
12 calendar days after the time of the changes, unless one of the following applies: (1) All changes are
13 reflected on a timely wage statement furnished in accordance with Section 226. (2) Notice of all
14 changes is provided in another writing required by law within seven days of the changes....”.

15 59. Plaintiff, individually and on behalf of all others similarly situated of the Class, seeks
16 recovery of wages, restitution, as well as penalties, for each day to which she and fellow members of
17 the Class, were subject to the unlawful conduct of Defendants, to wit: denied wages; underpaid for
18 actual hours of work; not compensated at the proper rate for hours worked; not permitted valid ten
19 (10) consecutive minute, uninterrupted rest periods, relieved of all job duties; were not provided valid
20 thirty (30) consecutive minute, uninterrupted meal periods, relieved of all job duties; not timely paid
21 all earned wages and compensation; were provided inaccurate and incomplete wage statements; and
22 not paid all wages earned at the time of the termination of their employment relationship with
23 Defendants.

24 60. Plaintiff, individually and on behalf of all other similarly situated members of the
25 Class, also seek remedies for unfair competition and unlawful, unfair, or fraudulent business
26 practices, all of which deprived Plaintiff, her fellow members of the Class, and Aggrieved Employees
27 of their proper wages and compensation, in a calculated effort by Defendants to illegally reduce
28 payroll costs and increase Defendants’ profits.

1 **CLASS ACTION ALLEGATIONS**

2 61. Plaintiff advances this putative Class Action, individually and on behalf of all other
3 similarly situated members of the putative Class, pursuant to applicable laws of the State of
4 California.

5 62. Plaintiff is an adult person who is domiciled in the State of California. She brings this
6 action individually and on behalf of all present and former non-exempt individuals who worked for
7 defendants, COASTAL DEVELOPMENTAL SERVICES FOUNDATION dba WESTSIDE
8 REGIONAL CENTER, and DOES 1 through 25, inclusive, (collectively “Defendants”) in the State
9 of at any time during the period of four years prior to the filing of the complaint in this action up to
10 the present while subject to an “Alternative Workweek Schedule” or a schedule in which any
11 regularly scheduled workweek required an employee to work more than eight (8) hours in a 24-hour
12 period (hereinafter the “Class” or “Class Members”)(hereinafter the period of time of four years prior to
13 the filing of the complaint in this action up to, and including, the present, shall be referred to as the
14 “Class Period”).

15 63. The “Class” is comprised of the following Sub-Classes:

16 (a) Overtime Sub-Class: Those members of the Class who, associated with their
17 work for Defendants, worked in excess of 8 hours in a day, in excess of 40 hours in a given work
18 week, in excess of 12 hours in a day, and/or worked on the seventh consecutive day of a work week;

19 (b) Rest Period Sub-Class: Those members of the Class who, associated with their
20 work for Defendants, worked in excess of 4 hours a day and/or those members of the Class who
21 worked in excess of 6 hours a day;

22 (c) Meal Period Sub-Class: Those members of the Class who, associated with their
23 work for Defendants, worked in excess of 5 hours a day and/or who worked in excess of 10 hours a
24 day;

25 (d) Waiting Time Sub-Class: Those members of the Class who were laid off,
26 terminated or resigned from the employ of Defendants within the period of three years prior to filing
27 of this action, up to and including the present;
28

1 (e) Wage-Statement Sub-Class: Those members of the Class who Defendants
2 provided a wage statement at any time during the period of one year prior to filing the action, up to
3 and including the present;

4 (f) Indemnification Sub-Class: Those members of the Class who incurred
5 expenditures in the discharge of their duties for Defendants;

6 (g) UCL Sub-Class: Those members of the Class who suffered injury, including
7 lost money, as a result of Defendants' unfair competition, including, but not limited to, their unlawful
8 policies of failing to provide meal periods, failing to permit rest periods, failing to compensate for all
9 wages earned, including minimum, regular, overtime, and double overtime wages, failing to provide
10 statutorily compliant and accurate wage statements, failing to reimburse for work related expenses,
11 and/or failing to pay all wages earned by members of the Class at the cessation of their employment
12 with Defendants.

13 64. Plaintiff reserves the right pursuant to the applicable law, to amend or modify the
14 respective definitions of the Class and/or Sub-Classes to provide greater specificity and/or further
15 division into subclasses or limitation to particular issues.

16 65. Plaintiff is informed, believes, and thereon alleges that the number of members of the
17 Class exceeds one hundred (100). Consequently, the Class is so numerous that joinder of all members
18 individually would be impractical.

19 66. Plaintiff and Class Representative, YESENIA LOPEZ is a member of the non-exempt
20 employees comprising the Class and was employed with Defendants at their facilities and job sites in
21 the County of Los Angeles, and other cities in the State of California, at various times during the
22 period of four years prior to the filing of this action.

23 67. Plaintiff has no conflict of interest with her fellow members of the Class and has been
24 able, and will continue to be able, to fairly and adequately protect the interests of all Class Members.

25 68. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful
26 employment policies and practices, raise questions of fact common to the members of the Class,
27 including, whether Defendants: (a) refused to pay Plaintiff and her fellow members of the Class all of
28 their earned wages and compensation, including overtime wages, by requiring, inter alia, Plaintiff and

1 her fellow members of the Class to work in excess of eight (8) hours a day or 40 hours per week
2 without lawful overtime compensation; (b) did not permit Plaintiff and her fellow members of the
3 Class to take all of their statutorily entitled rest periods; (c) did not provide Plaintiff and her fellow
4 members of the Class the opportunity to take all of their statutorily entitled meal periods; (d) failed
5 to pay Plaintiff and her fellow members of the Class one hour of compensation at their regular rate of
6 pay, for each earned rest period not permitted and/or each earned meal period not provided; (e) failed
7 to furnish to Plaintiff and her fellow members of the Class accurate Labor Code § 226 compliant
8 wage statements; (f) failed to timely pay Plaintiff and her fellow members of the Class all of their
9 earned wages, compensation and benefits immediately at the termination of their employment or
10 within seventy-two hours of them quitting; and/or (g) failed to reimburse Plaintiff and her fellow
11 members of the Class for all work related expenses incurred in the discharge of their duties.

12 69. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful
13 employment policies and practices, raise numerous questions of law common to the members of the
14 Class, including, without limitation: (a) whether the provisions of the Labor Code and 8 CCR §
15 11050 include the employer's obligation to pay all earned wages and to pay all such earned wages at
16 the time of the termination of a member of the Class' employment; (b) Defendants legal obligation to
17 permit members of the Class to take paid rest periods of ten (10) consecutive, uninterrupted minutes
18 for shifts in excess of four hours and a second rest period for shifts in excess of six hours; (c)
19 Defendants legal obligation to provide members of the Class the opportunity to take meal periods of
20 thirty (30) consecutive, uninterrupted minutes for shifts in excess of five hours and a second meal
21 period for shifts in excess of ten hours; (d) whether Defendants obligation to provide Labor Code §
22 226 compliant wage statements to the members of the Class are applicable to non-exempt employees
23 such as the Plaintiff and her fellow members of the Class; (d) Defendants' obligation to pay the
24 Plaintiff and her fellow members of the Class their statutorily prescribed wages for rest and meal
25 periods; (e) what remedies, including restitution, compensatory damages, statutory and civil
26 penalties, wages, premium compensation, and disgorgement of revenue, are available under
27 California law to members of the Class who: were not paid all earned wages, including overtime;
28 were not paid all wages earned at the time of the termination of their employment relationship with

1 Defendants; were not provided lawful wage statements; were not permitted to take earned ten (10)
2 minute rest periods; were not provided earned thirty (30) minute meal periods; (f) the Class members'
3 entitlement to take a paid ten consecutive minute, uninterrupted, rest period for shifts worked in
4 excess of 3.5 (3.5) hours and a second rest period of not less than ten consecutive minutes,
5 uninterrupted, for shifts worked of at least six (6) hours in a given workday; (g) the Class members'
6 entitlement to take a thirty consecutive minute, uninterrupted, meal period for shifts worked in excess
7 of five (5) hours and a second meal period of not less than thirty consecutive minutes, uninterrupted,
8 for shifts worked of at least ten (10) hours in a given workday; (h) the Class members' entitlement to
9 one hour of pay at the members' regular rate of pay for each paid ten (10) consecutive minute,
10 uninterrupted, rest period that Defendants did not permit the Class members to take; (i) the Class
11 members' entitlement to one hour of pay at the members' regular rate of pay for each thirty (30)
12 consecutive minute, uninterrupted, meal period that Defendants did not provide the Class Members to
13 take; (j) the requirements for a wage statement to be compliant with Labor Code § 226; and (k) the
14 Class members' entitlement to be reimbursed for all work related expenses incurred in the discharge
15 of their duties.

16 70. Plaintiff is informed, believes, and thereon alleges that the claims of Plaintiff are
17 typical of the claims of the members of the Class because: they encompass the same unlawful
18 policies and practices of Defendants; they arise out of the same alleged course of conduct by
19 Defendants; are based upon the same legal theories as the claims of the Class; and the legal issues
20 raised under the California state laws as a result of Defendants' conduct apply equally to Plaintiff and
21 her fellow members of the Class.

22 71. Plaintiff is informed, believes, and thereon alleges that all members of the Class are
23 similarly situated in that, throughout their employment, they were subject to Defendants' violations
24 of California labor law, including the following: Defendants maintained uniform policies and
25 practices whereby Defendants regularly and systematically: (a) refused to pay Plaintiff and her fellow
26 members of the Class all of their earned wages and compensation, including overtime wages, by
27 requiring, inter alia, Plaintiff and her fellow members of the Class to work in excess of eight (8)
28 hours in a day or 40 hours in a workweek without lawful overtime pay; (b) did not permit Plaintiff

1 and her fellow members of the Class to take all of their statutorily entitled rest periods; (c) did not
2 provide Plaintiff and her fellow members of the Class the opportunity to take all of their statutorily
3 entitled meal periods; (d) failed to pay Plaintiff and her fellow members of the Class one hour of
4 compensation at their regular rate of pay, for each earned rest period not permitted and/or each earned
5 meal period not provided; (e) failed to furnish to Plaintiff and her fellow members of the Class
6 accurate Labor Code § 226.7 compliant wage statements; (f) failed to timely pay Plaintiff and her
7 fellow members of the Class all of their earned wages, compensation and benefits immediately at the
8 termination of their employment or within seventy-two hours of them quitting; and/or (g) failed to
9 reimburse Plaintiff and her fellow members of the Class for all work related expenses incurred in the
10 discharge of their duties.

11 72. Plaintiff is informed, believes, and thereon alleges that Defendants' uniform policies
12 and practices whereby Defendants regularly and systematically: (a) refused to pay Plaintiff and her
13 fellow members of the Class all of their earned wages and compensation, including overtime wages,
14 by requiring, inter alia, Plaintiff and her fellow members of the Class to work in excess of eight (8)
15 hours in a day or 40 hours in a workweek without lawful overtime pay; (b) did not permit Plaintiff
16 and her fellow members of the Class to take all of their statutorily entitled rest periods; (c) did not
17 provide Plaintiff and her fellow members of the Class the opportunity to take all of their statutorily
18 entitled meal periods; (d) failed to pay Plaintiff and her fellow members of the Class one hour of
19 compensation at their regular rate of pay, for each earned rest period not permitted and/or each earned
20 meal period not provided; (e) failed to furnish to Plaintiff and her fellow members of the Class
21 accurate Labor Code § 226.7 compliant wage statements; (f) failed to timely pay Plaintiff and her
22 fellow members of the Class all of their earned wages, compensation and benefits immediately at the
23 termination of their employment or within seventy-two hours of them quitting; and (g)) failed to
24 reimburse Plaintiff and her fellow members of the Class for all work related expenses incurred in the
25 discharge of their duties.

26 73. Plaintiff is informed, believes, and thereon alleges that the prosecution of separate
27 actions by or against individual members of the Class would create a risk of substantial prejudice
28 because separate actions could result in the imposition of incompatible standards of conduct on the

1 party opposing class certification through inconsistent judgments or varying adjudications. Such
2 potential inconsistent judgments or varying adjudications include, but are not limited to, the propriety
3 of Defendants' labor policies and practices as detailed herein.

4 74. The questions of law and fact common to the members of the Class predominate over
5 any questions affecting only individual members, and a class action is superior to other available
6 methods for the fair and efficient adjudication of the controversy in that members of the Class have
7 little or no interest in individually controlling the prosecution of separate actions. The putative Class
8 member's individual claims are of a magnitude which make pursuit thereof, on an individual basis,
9 economically unfeasible and dissuade prosecution of such meritorious claims as the economic benefit
10 is far outweighed by the justified concern for retaliatory conduct on the part of Defendants and/or
11 concern for impaired future job prospects as a result of the perceived stigma associated with having
12 advanced litigation against one's previous employer.

13 75. Plaintiff is not aware of any pending litigation concerning the controversy already
14 commenced by any Class Members.

15 76. Plaintiff is informed, believes, and thereon alleges that it is desirable to concentrate the
16 litigation of the claims in this court because substantially all of Plaintiff's employment activities for
17 which their claims arise took place within the venue of the above-entitled court and Defendants
18 otherwise conduct business in this jurisdiction.

19 77. Plaintiff is informed, believes, and thereon alleges that this action is manageable as a
20 class action because, compared with any other method, such as consolidation of individual actions, a
21 class action is fairer and more efficient, avoids the potential for inconsistent findings of fact and/or
22 application of law, and would not present the parties, the members of the putative class, or the Court
23 with significant procedural or administrative difficulties in management thereof as a class action .
24 Furthermore, a class action would maximize judicial efficiency and minimize the inconvenience to
25 both party and non-party witnesses who would otherwise have to testify in a multitude of proceedings.

26 78. Plaintiff is informed, believes, and thereon alleges, that Plaintiff contemplates the
27 distribution of a precertification notice to the putative class in accordance with the mandates of the
28 U.S. Supreme Court in the case of *Gulf Oil Co. v. Bernard* (1981) 452 U.S. 89. In *Gulf Oil, supra*, the

1 U.S. Supreme Court noted that the general policies embodied in Federal Rule of Civil Procedure Rule
2 23 include allowing class representatives to inform potential class members of the existence of the
3 lawsuit; to obtain information about the merits of the lawsuit; as well as obtain information about the
4 merits of the case from the persons they seek to represent. The policy considerations for the
5 distribution of a precertification notice were subsequently affirmed by the California Supreme Court
6 in the case of *Pioneer Electronics (USA), Inc. v. Superior Court* (2007), 40 Cal.4th 360 (*Pioneer*),
7 wherein the Court held that parties should have equal access to potential class members for discovery
8 purposes.

9 79. Plaintiff is informed, believes, and thereon alleges that notice to the Class is
10 warranted, so as to provide the best notice practicable under the circumstances, including individual
11 notice to all members who can be identified through reasonable effort. Said notice will clearly and
12 concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of
13 the class to be certified; (iii) the class claims, issues; (iv) that a putative class member may enter an
14 appearance through an attorney if the member so desires; (v) that the court will exclude from the
15 class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and
16 (vii) the binding effect of a class judgment on members under California law.

17 80. Plaintiff is informed, believes, and thereon alleges that Robert W. Skripko, Jr., of the
18 Law Office of Robert W. Skripko, Jr., PC; as well as Paul J. Denis and Ethan E. Rasi, of Denis & Rasi,
19 PC, individually and collectively, are able to adequately represent Plaintiff and her fellow members of
20 the Class, as class counsel with respect to the claims advanced in this action.

21 **FIRST CAUSE OF ACTION**

22 **(FAILURE TO PAY ALL EARNED OVERTIME WAGES)**

23 **(Against All Defendants)**

24 81. Plaintiff hereby realleges and incorporates by reference all facts and allegations
25 alleged in this First Amended Complaint as though fully set forth herein.

26 82. Pursuant to Labor Code §§ 1197-1198, and the Wage Order, Plaintiff, her fellow
27 members of the Class, and Aggrieved Employees were not exempt managerial, administrative, or
28 professional employees.

1 83. Plaintiff is informed, believes, and thereon alleges that for each day and week within
2 the applicable limitations period, during the course of their employment with Defendants, Plaintiff,
3 her fellow members of the Class, and Aggrieved Employees performed work without being paid the
4 required overtime wage under California law, including, but not limited to, the Wage Order and
5 Labor Code § 1182.12.

6 84. Plaintiff is informed, believes, and thereon alleges that for each day and week within
7 the applicable limitations period, during the course of their employment with Defendants, Plaintiff,
8 her fellow members of the Class, and Aggrieved Employees performed work in excess of eight hours
9 per day, forty hours per week, and/or the first eight hours of work on a seventh consecutive day as
10 well as double their regular rate of pay for work in excess of twelve hours per day or in excess of
11 eight hours on the seventh consecutive day of work, without being paid the required overtime wages
12 under California law, including, but not limited to, the Wage Order and Labor Code §§ 510, 512.

13 85. Plaintiff is informed, believes, and thereon alleges that Defendants unlawfully failed,
14 refused and continue to fail and refuse to pay Plaintiff, her fellow members of the Class, and
15 Aggrieved Employees one and one-half times their regular rate of pay for hours worked in excess of
16 8 hours in a given day, 40 hours in a given seven day period, in addition to the first 8 hours of the
17 seventh consecutive day of work; as well as double their regular rate of pay for work in excess of
18 twelve hours per day, or in excess of eight hours on the seventh consecutive day of work.

19 86. Plaintiff is informed, believes, and thereon alleges that Defendants required Plaintiff
20 and the putative Class to work pursuant to a purported Alternative Workweek Schedule without a
21 lawful election by Plaintiff and the Class (which includes former employees of Defendants), such that
22 Plaintiff and the Class regularly worked overtime hours without lawful compensation for said hours.

23 87. As a result of Defendants' conduct, Plaintiff, her fellow members of the Class, and
24 Aggrieved Employees are entitled to a recovery of damages for all unpaid overtime wages at the
25 proper rates of pay as restitution from Defendants.

26 88. Plaintiff is informed, believes, and thereon alleges that Defendants, and each of them,
27 by and through their respective corporate officers, directors, and managing agents, ordered,
28 authorized, approved, or ratified the conduct herein alleged with the intent to deprive Plaintiff, her

1 fellow members of the Class, and Aggrieved Employees of the overtime wages to which they were
2 entitled under California law so as to increase Defendants' profits, notwithstanding their statutory
3 obligations, including those which carry criminal penalties for noncompliance.

4 **SECOND CAUSE OF ACTION**

5 **(FAILURE TO PERMIT PAID 10 MINUTE REST PERIODS)**

6 **(Against All Defendants)**

7 89. Plaintiff hereby realleges and incorporates by reference all facts and allegations
8 alleged in this First Amended Complaint as though fully set forth herein.

9 90. Plaintiff is informed, believes, and thereon alleges that Defendants have promulgated
10 and enforced policies and practices under which Plaintiff, her fellow members of the Class, and
11 Aggrieved Employees regularly worked shifts in excess of four hours without being permitted the
12 opportunity to take a paid rest period of at least ten (10) consecutive minutes, uninterrupted, relieved
13 of all job duties, and worked more than six (6) hours at a time without being allowed a second paid
14 ten (10) consecutive minute, uninterrupted, rest period, relieved of all job duties.

15 91. Plaintiff is informed, believes, and thereon alleges that no member of the Class has
16 ever been paid their earned compensation for work performed by members of the Class during the
17 rest period to which they were entitled, yet not provided the opportunity to take, as well as additional
18 monies required under Labor Code § 226.7. Instead, Defendants have unlawfully failed and refused
19 and continue to fail and refuse to pay monies to Plaintiff, her fellow members of the Class, and
20 Aggrieved Employees for labor performed during the rest periods which Defendants refused to
21 permit Plaintiff, her fellow members of the Class, and Aggrieved Employees opportunity to take.

22 92. Plaintiff is informed, believes, and thereon alleges that Defendants, by and through
23 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
24 and/or ratified the conduct herein alleged with intent to deprive the Plaintiff, her fellow members of
25 the Class, and Aggrieved Employees of the monies to which they were and are entitled under
26 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,
27 including obligations which carry criminal penalties for noncompliance.

1 **THIRD CAUSE OF ACTION**

2 **(FAILURE TO PROVIDE 30 MINUTE MEAL PERIODS)**

3 **(Against All Defendants)**

4 93. Plaintiff hereby realleges and incorporates by reference all facts and allegations
5 alleged in this First Amended Complaint as though fully set forth herein.

6 94. Plaintiff is informed, believes, and thereon alleges that during each day and week of
7 each pay period within the applicable limitations period, Defendants promulgated and enforced
8 policies and practices under which the Plaintiff, her fellow members of the Class, and Aggrieved
9 Employees regularly worked more than five (5) hours at a time without being permitted the
10 opportunity to take a meal period of at least thirty (30) consecutive minutes, uninterrupted, relieved
11 of all job duties, and worked more than ten (10) hours at a time without being allowed a second thirty
12 (30) consecutive minute, uninterrupted, meal period, relieved of all job duties.

13 95. The nature of the work performed by Plaintiff, her fellow members of the Class, and
14 Aggrieved Employees did not prevent them from being relieved of all job duties.

15 96. Plaintiff is informed, believes, and thereon alleges that neither Plaintiff nor her fellow
16 members of the Class have ever been paid their earned compensation for work they performed during
17 the meal period to which they were entitled, yet not provided the opportunity to take, as well as
18 additional monies required under Labor Code § 226.7. Instead, Defendants unlawfully failed, refused
19 and continue to fail and refuse to pay monies to Plaintiff and the Class for labor performed during the
20 meal periods which Defendants refused to provide Plaintiff, her fellow members of the Class, and
21 Aggrieved Employees the opportunity to take.

22 97. Plaintiff is informed, believes, and thereon alleges that Defendants, by and through
23 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
24 and/or ratified the conduct herein alleged with intent to deprive the Plaintiff, her fellow members of
25 the Class, and Aggrieved Employees of monies to which they were and are entitled under California
26 law, so as to increase Defendants' profits, notwithstanding clear statutory obligations, including
27 obligations which carry criminal penalties for noncompliance.

1 **FOURTH CAUSE OF ACTION**

2 **(FAILURE TO PAY ALL EARNED WAGES AND**
3 **COMPENSATION UPON TERMINATION OF EMPLOYMENT)**

4 **(Against All Defendants)**

5 98. Plaintiff hereby realleges and incorporates by reference all facts and allegations
6 alleged in this First Amended Complaint as though fully set forth herein.

7 99. Plaintiff is informed, believes, and thereon alleges that for each day and week of each
8 pay period within the applicable limitations period, Plaintiff and/or members of the Class'
9 employment relationship with Defendants was terminated without Defendants paying all wages and
10 compensation due Plaintiff, her fellow members of the Class, and Aggrieved Employees in the time
11 period prescribed by the Labor Code.

12 100. Plaintiff is informed, believes, and thereon alleges that Plaintiff, her fellow members
13 of the Class, and Aggrieved Employees have been available and ready to receive the wages and
14 compensation owed to them.

15 101. Plaintiff is informed, believes, and thereon alleges that Plaintiff, her fellow members
16 of the Class, and Aggrieved Employees have not refused to receive any payment, nor has Plaintiff or
17 her fellow members of the Class been absent from their regular place of residence to receive the
18 wages and compensation due and owing them by Defendants.

19 102. Plaintiff is informed, believes, and thereon alleges that Defendants' failure to pay
20 Plaintiff, her fellow members of the Class, and Aggrieved Employees their wages and compensation
21 due and owing, as set forth in detail herein, was willful.

22 103. Plaintiff is informed, believes, and thereon alleges that Defendants have knowingly
23 refused to pay Plaintiff, her fellow members of the Class, and Aggrieved Employees all wages and
24 compensation due and owing Plaintiff, her fellow members of the Class, and Aggrieved Employees.

25 104. At all times pertinent hereto, Labor Code § 203 provided that an employer who
26 willfully fails to pay, without abatement or reduction, in accordance with Labor §§ 201, 201.5, 202,
27 and 205.5, any wages of an employee who is discharged or who quits, the daily wages of the
28

1 employee shall continue as a penalty from the due date thereof at the same daily rate until paid or
2 until an action therefore is commenced up to, but not more than thirty (30) days.

3 105. At all times pertinent hereto, Labor Code § 216 provided that in addition to any other
4 penalty imposed by the article, any person, or an agent, manager, superintendent, or officer thereof is
5 guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay wages due and
6 payable after demand has been made; (b) Falsely denies the amount or validity thereof, or that the
7 same is due, with intent to secure for himself, their employer or other person, any discount upon such
8 indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom
9 such indebtedness is due.

10 106. At all times pertinent hereto, California law, including, but not limited to, Labor Code
11 § 1194, provided that for any action brought for the nonpayment of wages, fringe benefits, or health
12 and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs
13 to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation
14 of the action.

15 107. At all times pertinent hereto, Labor Code § 1194.2 provided that in any action brought
16 for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of
17 interest specified in Civil Code § 3289(b), which shall accrue from the date that the wages were due
18 and payable.

19 108. Plaintiff is informed, believes, and thereon alleges that Defendants, by and through
20 their respective officers, directors, and managing agents, ordered, authorized, approved and/or
21 ratified the conduct herein alleged with intent to deprive the Plaintiff and her fellow members of
22 Class of the monies to which they were entitled under California law, so as to increase Defendants'
23 profits, regardless of their statutory obligations, including those which carry criminal penalties for
24 noncompliance.

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1 **FIFTH CAUSE OF ACTION**

2 **(FAILURE TO PROVIDE LAWFUL WAGE STATEMENTS)**

3 **(Against All Defendants)**

4 109. Plaintiff hereby realleges and incorporates by reference all facts and allegations
5 alleged in this First Amended Complaint as though fully set forth herein.

6 110. At all times pertinent hereto, California Labor Code § 226 required Defendants, at the
7 time of each payment of wages, to furnish Plaintiff, her fellow members of the Class, and Aggrieved
8 Employees, either as a detachable part of the check, draft, or voucher paying the employee's wages,
9 or separately when wages are paid by personal check or cash, an itemized statement in writing
10 showing: (1) gross wages earned, (2) total hours worked by the employee, . . . (4) all deductions,
11 provided, that all deductions made on written orders of the employee may be aggregated and shown
12 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
13 paid, (7) the name of the employee and their social security number, (8) the name and address of the
14 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
15 the corresponding number of hours worked at each hourly rate by the employee.

16 111. Plaintiff is informed, believes, and thereon alleges that for each day and week of each
17 pay period within the applicable limitations period, Defendants failed to provide Plaintiff and her
18 fellow Class Members with an accurate itemized statement in writing that complied with Labor Code
19 § 226, including, but not limited to, the following: failing to accurately report the total number of
20 hours actually worked by Plaintiff, her fellow members of the Class, and Aggrieved Employees
21 failing to accurately record all earned overtime; failing to list the applicable hourly rate in effect
22 during the pay period and accurately record the corresponding number of hours worked at each
23 hourly rate by Plaintiff and her fellow members of the Class.

24 112. As a result of Defendants' failure, Plaintiff, her fellow members of the Class, and
25 Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars for the
26 initial pay period in which a violation occurred and one hundred dollars per for each violation in a
27 subsequent pay period, not exceeding an aggregate penalty of \$4,000, plus costs and reasonable
28 attorney's fees pursuant to California law, including, but not limited to, Labor Code § 226(e).

113. Plaintiff is informed, believes, and thereon alleges that Defendants, by and through their respective corporate officers, directors, and managing agents, ordered, authorized, approved, and/or ratified the conduct herein alleged with intent to deprive the Plaintiff, her fellow members of the Class, and Aggrieved Employees of monies to which they were and are entitled under California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations, including obligations which carry criminal penalties for noncompliance.

SIXTH CAUSE OF ACTION

(FAILURE TO INDEMNIFY FOR WORK-RELATED EXPENSES)

(Against All Defendants)

114. Plaintiff hereby realleges and incorporates by reference all facts and allegations alleged in this First Amended Complaint as though fully set forth herein.

115. At all times pertinent hereto, California law, including, but not limited to, Labor Code § 2802 provided that California employees must be reimbursed for their employment-related expenses incurred in the discharge of their duties.

116. The Defendants, and each of them, violated, and are continuing to violate California law, including, but not limited to, the Wage Order and Labor Code § 2802 by failing to reimburse Plaintiff and her fellow members of the Class all of their employment-related expenses, including, but not limited to, cell phone expenses, costs necessarily incurred in the discharge of their duties as employees for Defendants.

117. Plaintiff is informed, believes, and thereon alleges that she and her fellow members of the Class and each of them, incurred substantial expenses in order to perform their jobs and for the benefit of Defendant employers – expenses which were not reimbursed by Defendants.

118. Plaintiff is informed, believes, and thereon alleges that she and her fellow members of the Class have sustained economic damages and losses in the amount of the un-reimbursed employment-related expenses, including, but not limited to, the cell phone charges incurred, as required by the employer or necessary to the discharge of their duties.

119. Plaintiff is informed, believes, and thereon alleges that Defendants, by and through their respective corporate officers, directors, and managing agents, ordered, authorized, approved, and/or

1 ratified the conduct herein alleged with intent to deprive the Plaintiff and her fellow members of the
2 Class of monies and other benefits to which they were and are entitled under California law, so as to
3 increase Defendants' profits, notwithstanding clear statutory obligations, including obligations which
4 carry criminal penalties for noncompliance

5 **SEVENTH CAUSE OF ACTION**

6 **(UNFAIR BUSINESS PRACTICES)**

7 **(Against All Defendants)**

8 120. Plaintiff hereby realleges and incorporates by reference all facts and allegations
9 alleged in this First Amended Complaint as though fully set forth herein.

10 121. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
11 Defendants committed unfair and unlawful business acts, as those terms are defined in Business and
12 Professions Code §17200, et seq., and reaped substantial unjust revenue by, inter alia: (a) refusing to
13 pay Plaintiff, her fellow members of the Class, and Aggrieved Employees all of their earned wages
14 and compensation, including overtime wages, by requiring, inter alia, Plaintiff, her fellow members
15 of the Class, and Aggrieved Employees to work in excess of eight (8) hours in a day or 40 hours in a
16 workweek without lawful overtime pay; (b) failing to permit Plaintiff, her fellow members of the
17 Class, and Aggrieved Employees to take all of their statutorily entitled rest periods; (c) failing to
18 provide Plaintiff, her fellow members of the Class, and Aggrieved Employees the opportunity to take
19 all of their statutorily entitled meal periods; (d) failing to pay Plaintiff, her fellow members of the
20 Class, and Aggrieved Employees one hour of compensation at their regular rate of pay, for each
21 earned rest period not permitted and/or each earned meal period not provided; (e) failing to furnish to
22 Plaintiff, her fellow members of the Class, and Aggrieved Employees accurate Labor Code § 226.7
23 compliant wage statements; and/or (f) failing to timely pay Plaintiff, her fellow members of the Class,
24 and Aggrieved Employees all of their earned wages, compensation and benefits immediately at the
25 termination of their employment or within seventy-two hours of them quitting; and/or (g) failing to
26 abide by other provisions of the California Labor Code and Code of Regulations, including, without
27 limitation, Labor Code §§ 90 et seq., 200 et seq., 510, 512, 1194 and other sections, as well as the
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1 Wage Order. Such conduct by Defendants constitutes unfair competition and unfair business
2 practices, as such terms are described in Business and Professions Code §17200, et seq.

3 122. Pursuant to Business and Professions Code § 17203, the court is authorized to make
4 such orders or judgments as may be necessary to prevent the use or employment by any such person
5 or entity of any such practice which constitutes unfair competition or as may be necessary to restore
6 to any person in interest any money or property which may have been acquired by means of such
7 unfair competition.

8 123. Plaintiff is informed, believes, and thereon alleges that Defendants have violated
9 California labor law as detailed herein and, unless restrained and ordered to disgorge to Plaintiff, her
10 fellow members of the Class, and Aggrieved Employees, as restitution, all ill-gotten revenue derived
11 from Defendants' unfair and unlawful business practices detailed herein, Defendants will continue to
12 violate Unfair Competition Law by engaging in the business practices violative of California labor
13 law as detailed hereinabove.

14 **EIGHTH CAUSE OF ACTION**

15 **(PRIVATE ATTORNEY GENERAL ACT – LABOR CODE §§ 2698, et seq.)**

16 **(Against All Defendants)**

17 124. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in this
18 First Amended Complaint, as though fully set forth herein.

19 125. At all times relevant hereto, California law, including, but not limited to, Labor Code
20 §§ 2698, et seq., known as the Labor Code Private Attorneys General Act of 2004 ("PAGA"),
21 provided an aggrieved employee, on behalf of themselves and other current or former employees,
22 through a civil action, a procedure to recover those civil penalties to be assessed against Defendants
23 and collected by the Labor and Workforce Development Agency or any of its departments, divisions,
24 commissions, boards, agencies, or employees, for a violation of the Labor Code.

25 126. At all times relevant hereto, California law, including, but not limited to, Labor Code §
26 2699, provided in pertinent part: "(a) Notwithstanding any other provision of law, any provision of this
27 code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
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1 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
2 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
3 brought by an aggrieved employee on behalf of himself or herself and other current or former
4 employees pursuant to the procedures specified in Section 2699.3. (b) For purposes of this part,
5 "person" has the same meaning as defined in Section 18. (c) For purposes of this part, "aggrieved
6 employee" means any person who was employed by the alleged violator and against whom one or
7 more of the alleged violations was committed."

8 127. At all times relevant hereto, California law, including, but not limited to, Labor Code §
9 2699(e), provided in pertinent part: "(1) For purposes of this part, whenever the Labor and Workforce
10 Development Agency, or any of its departments, divisions, commissions, boards, agencies, or
11 employees, has discretion to assess a civil penalty, a court is authorized to exercise the same
12 discretion, subject to the same limitations and conditions, to assess a civil penalty.... (f)(2) If, at the
13 time of the alleged violation, the person employs one or more employees, the civil penalty is one
14 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
15 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation...(g)
16 (1) Except as provided in paragraph (2), an aggrieved employee may recover the civil penalty
17 described in subdivision (f) in a civil action pursuant to the procedures specified in Section 2699.3
18 filed on behalf of himself or herself and other current or former employees against whom one or more
19 of the alleged violations was committed. Any employee who prevails in any action shall be entitled to
20 an award of reasonable attorney's fees and costs. Nothing in this part shall operate to limit an
21 employee's right to pursue or recover other remedies available under state or federal law, either
22 separately or concurrently with an action taken under this part...."

24 128. Plaintiff is informed, believes, and thereon alleges that at all times pertinent hereto, the
25 Private Attorneys General Act, codified in California Labor Code §§ 2698, et seq., applied to the
26 Labor Code violations alleged herein against Defendants.

27 129. Plaintiff is informed, believes, and thereon alleges that at all times pertinent hereto she
28 was an "Aggrieved Employee" of Defendants, as that phrase is statutorily defined pursuant to Labor

1 Code § 2699(c); in particular, Plaintiff and fellow Class Members-Aggrieved Employees were persons
2 employed by the alleged violators, i.e. Defendants, and against whom one or more of the alleged
3 violations was committed (“Aggrieved Employees”).

4 130. Plaintiff complied with all procedural requirements of the PAGA codified in California
5 Labor Code §§ 2698, et seq.

6 131. In particular, on December 30, 2020, Plaintiff, as an Aggrieved Employee of
7 Defendants and representative of the Class, gave written Notice by electronic transmission to the
8 California Labor and Workforce Development Agency, and to Defendants by certified mail, of
9 provisions of the California Labor Code violated by Defendants, including the facts and theories
10 supporting said violations (the “Notice”).

11 132. Plaintiff is informed, believes, and thereon alleges that she is statutorily authorized to
12 commence a civil action against Defendants pursuant to the PAGA, including Labor Code §§ 2698,
13 2699, 2699.3 and 2699.5, as either the California Labor and Workforce Development has notified the
14 employer and Plaintiff by certified mail that it does not intend to investigate the alleged violation
15 within thirty (60) calendar days of the postmark date of their receipt of the Notice or at least sixty-five
16 (65) calendar days have elapsed from the postmark date of the Notice with the California Labor and
17 Workforce Development having not provided notification of any intention to investigate the alleged
18 violations.

19 133. Plaintiff is informed, believes, and thereon alleges that at all times pertinent hereto,
20 California Labor Code § 2699.3(a)(2)(C) provided, “Notwithstanding any other provision of law, a
21 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under
22 this part at any time within 60 days of the time periods specified in this part.”

23 134. As a result of Defendants’ violations of the California Labor Code enumerated herein
24 above, pursuant to California Labor Code § 2699(f)(1), Plaintiff and her fellow Class
25 Members/Aggrieved Employees are entitled to recover a civil penalty of one hundred dollars (\$100)
26 for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
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1 each aggrieved employee per pay period for each subsequent violation, as well as an award of
2 reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1).

3 135. Plaintiff is informed, believes, and thereon alleges that at all times pertinent hereto,
4 California Labor Code § 2699(g)(1) provided in pertinent part, "...Nothing in this part shall operate to
5 limit an employee's right to pursue or recover other remedies available under state or federal law,
6 either separately or concurrently with an action taken under this part...."

7 136. Plaintiff is informed, believes, and thereon alleges that at all times pertinent hereto,
8 Labor Code § 558 provided in pertinent part, "(a) Any employer or other person acting on behalf of an
9 employer who violates, or causes to be violated, a section of this chapter or any provision regulating
10 hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For
11 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
12 employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each
13 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for
14 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3)
15 Wages recovered pursuant to this section shall be paid to the affected employee.... (c) The civil penalties
16 provided for in this section are in addition to any other civil or criminal penalty provided by law."

17 137. As a result of Defendants' violations of the California Labor Code enumerated herein
18 above, pursuant to California Labor Code § 558, Plaintiff and her fellow Class Members-Aggrieved
19 Employees are entitled to recover a civil penalty of fifty dollars (\$50) for each aggrieved employee per
20 pay period for the initial violation, in addition to an amount sufficient to recover underpaid wages, and
21 one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation,
22 in addition to an amount sufficient to recover underpaid wages, as well as reasonable attorney's fees
23 and costs pursuant to California Labor Code § 2699(g)(1).

24
25 **PRAYER**

26 NOW, THEREFORE, Plaintiff, individually, and on behalf of her fellow members of the
27 Class and Aggrieved Employees, prays for judgment against Defendants, Does 1 through 25, and
28 each of them, as follows:

1. For certification of the Class and all Sub-Classes on all causes of action;
2. For all earned overtime and double time wages as restitution and compensatory damages in an amount according to proof at the time of trial;
3. For restitution and compensatory damages according to proof at the time of trial;
4. For additional monies equal to one hour of pay for each member of the Class for each work day within the statutory period of Labor Code § 226.7, in which such members worked 3.5 hours without being permitted a paid ten (10) consecutive minute, uninterrupted, rest period and/or worked 6 hours and not permitted a paid second ten (10) consecutive minute, uninterrupted, rest period;
5. For additional monies equal to one hour of pay for each member of the Class for each work day within the statutory period of Labor Code § 226.7, in which such members worked five hours without being provided a thirty (30) consecutive, uninterrupted, meal period, and/or worked ten hours without being provided a second thirty (30) consecutive minute, uninterrupted, meal period;
6. For statutory and civil penalties as authorized by statute including, but not limited to, the California Labor Code;
7. For the greater of actual damages sustained or penalties as authorized by statute including, but not limited to, the California Labor Code;
8. For compensatory damages comprised of the following: the respective earned overtime wages, Labor Code § 226.7 premium pay compensation, and interest earned by Plaintiff, her fellow members of the Class, and Aggrieved Employees, but not paid by Defendants, as detailed hereinabove, in an identifiable amount which Defendants were statutorily required to specify and record;
9. Liquidated damages pursuant to Labor Code §1194.2 in an amount equal to the wages unlawfully unpaid and interest thereon.
10. For injunctive relief in the form of an order compelling Defendants to cease enforcement of their policies and practices which are in violation of the California Labor Code and the applicable Industrial Welfare Commission Wage Order as detailed herein;

11. Recovery of wages unlawfully withheld as a restitutionary remedy under the Unfair Competition Law.

12. For monies in an amount sufficient to fully reimburse Plaintiff, her fellow members of the Class, and Aggrieved Employees, for all work related expenses incurred in the discharge of their duties to Defendants.

13. For pre-judgment interest at the legal rate;

14. For reasonable attorney's fees and costs pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 226, 1194, and 2699(g)(1), and as otherwise permitted by statute;

15. For costs of suit incurred herein; and

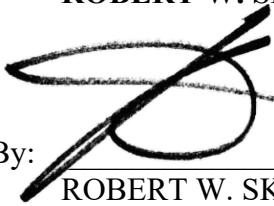
16. For such other and further relief as the court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and proposed Class Representative, YESENIA LOPEZ, individually and on behalf of all those similarly situated members of the Class and Aggrieved Employees, hereby demands trial by jury in this action.

**LAW OFFICE OF
ROBERT W. SKRIPKO, JR., PC**

Dated: May 21, 2021

By: 

ROBERT W. SKRIPKO, JR., ESQ.
Attorneys for Plaintiff and putative
Class-PAGA Representative, YESENIA LOPEZ,
individually, and on behalf of all others similarly
situated members of the Class and Aggrieved
Employees