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ANGELICA ENRIQUEZ, individually and
7 on behalf of other persons similarly situated

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF ALAMEDA

10 ANGELICA ENRIQUEZ, an individual, on
behalf of herself and on behalf of other persons
11 similarly situated,

12 Plaintiff,

13 vs.

14 SAL WAN PROPERTY MANAGEMENT &
INVESTMENTS, a California business of form
15 unknown; and DOES 1 through 50, inclusive,

16 Defendants.
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FILED BY FAX

ALAMEDA COUNTY

December 15, 2020

CLERK OF
THE SUPERIOR COURT
By Joanne Downie, Deputy

CASE NUMBER:

RG20082869

CASE NO.:

CLASS ACTION COMPLAINT:

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Pay Minimum Wages;
5. Failure to Pay All Wages Due to Discharged and Quitting Employees;
6. Failure to Maintain Required Records;
7. Failure to Furnish Accurate Itemized Wage Statements;
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties;
9. Unfair and Unlawful Business Practices.

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action.

DEMAND FOR JURY TRIAL

1 Plaintiff ANGELICA ENRIQUEZ (“PLAINTIFF”), an individual, demanding a jury trial,
2 on behalf of herself and other persons similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other similarly-situated
5 current and former non-exempt employees of Defendants SALWAN PROPERTY
6 MANAGEMENT & INVESTMENTS (“SALWAN PROPERTY”); and DOES 1 through 50
7 inclusive (collectively, “DEFENDANTS”) in the State of California during the relevant statutory
8 period to recover penalties arising from DEFENDANTS’ failure to provide employees meal and
9 rest periods (or compensation therefor) as required under California law, failure to provide
10 minimum and overtimes wages for all hours worked, failure to timely pay wages during
11 employment, failure to pay wages due upon separation, failure to maintain required records,
12 failure to provide accurate itemized wage statements, and failure to indemnify employees for
13 necessary expenditures and/or losses incurred the discharge of their duties. PLAINTIFF also
14 seeks penalties, interest, attorneys’ fees, costs and expenses, and equitable, restitutionary and
15 injunctive relief.

16 **JURISDICTION AND VENUE**

17 2. The Superior Court of the State of California has jurisdiction in this matter because
18 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
19 and residents of, and/or regularly conduct business in California. Further, no federal question is at
20 issue because the claims are based solely on California law.

21 3. Venue is proper in this judicial district and the County of Alameda, California
22 because DEFENDANTS maintain offices and facilities and transact business in the County of
23 Alameda, and DEFENDANTS’ illegal policies and practices which are the subject of this action
24 were applied, at least in part, to PLAINTIFF and other persons similarly situated in the County of
25 Alameda.

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1 **PLAINTIFF**

2 4. PLAINTIFF is a citizen and resident of the State of California. At times material
3 to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a
4 non-exempt employee.

5 5. PLAINTIFF brings this action on behalf of herself and the following similarly
6 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
7 employees of DEFENDANTS in the State of California at any time within the period beginning
8 four (4) years prior to the filing of this action and ending at the time this action settles or proceeds
9 to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right to name additional
10 class representatives.

11 **DEFENDANTS**

12 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
13 SALWAN PROPERTY is, and at all times relevant hereto was, a business existing in the State of
14 California, of form unknown. PLAINTIFF is further informed and believes, and thereon alleges,
15 that SALWAN PROPERTY is authorized to and does conduct business in the State of California.
16 Specifically, SALWAN PROPERTY maintains offices and facilities and conducts business in,
17 and engages in illegal payroll practices or policies in the County of Alameda, State of California.

18 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
19 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
20 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
21 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
22 that PLAINTIFF and other CLASS MEMBERS' injuries and damages, as alleged herein, were
23 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
24 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
25 when ascertained.

26 8. At all relevant times herein, DEFENDANTS were the joint employers of
27 PLAINTIFF and other CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
28 alleges, that at all times material to this Complaint DEFENDANTS were the alter egos, divisions,

1 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
2 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
3 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
4 Defendant, and each was the alter ego of the other.

5 9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
6 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
7 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
8 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
9 and other CLASS MEMBERS all wages earned and due, through methods and schemes which
10 include, but are not limited to, failing to pay overtime premiums; failing to provide rest and meal
11 periods; failing to pay overtime and minimum wages; failing to properly maintain records; failing
12 to provide accurate itemized statements for each pay period; failing to properly compensate
13 PLAINTIFF and CLASS MEMBERS for necessary expenditures, and requiring, permitting or
14 suffering the employees to work off the clock, in violation of the California Labor Code and the
15 applicable Welfare Commission (“IWC”) Orders.

16 10. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
17 of the acts and omissions alleged herein were performed by, and/or attributable to, all
18 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
19 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
20 and scope of said agency, employment and/or direction and control.

21 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
22 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
23 provision regulating minimum wages or hours and days of work in any order of the Industrial
24 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1994, or 2802.

25 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
26 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
27 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
28 Court.

1 **CLASS ACTION ALLEGATIONS**

2 13. This action is appropriately suited for a Class Action because:

3 a. The potential class is a significant number. Joinder of all current and
4 former employees individually would be impractical.

5 b. This action involves common questions of law and fact to the potential
6 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
7 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
8 applicable IWC Wage Order, and the Business and Professions Code which prohibits unfair
9 business practices arising from such violations.

10 c. PLAINTIFF's claims are typical of the class because DEFENDANTS
11 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
12 IWC wage order, and the Business and Professions Code.

13 d. PLAINTIFF will fairly and adequately protect the interest of all CLASS
14 MEMBERS because it is in her best interests to prosecute the claims alleged herein to obtain full
15 compensation due to them for all services rendered and hours worked.

16 e. A class action is superior to other available methods for fairly and
17 efficiently adjudicating the controversy.

18 **FIRST CAUSE OF ACTION**

19 **Failure to Provide Required Meal Periods**

20 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

21 **(Against all DEFENDANTS)**

22 14. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
23 factual allegations in the foregoing paragraphs.

24 15. During the CLASS PERIOD, as part of DEFENDANTS' illegal policies and
25 practices to deprive their current and former non-exempt employees all wages earned and due,
26 DEFENDANTS required, suffered or permitted PLAINTIFF and CLASS MEMBERS to take less
27 than the 30-minute meal period, or to work through them, and have failed to otherwise provide
28 the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to Labor Code §§

1 226.7 and 512 and IWC Order No. 5-2001, § 11.

2 16. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
3 Order No. 5-2001, §11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
4 not provided with a meal period, in accordance with the applicable IWC Wage Order, one
5 additional hour of compensation at each employee's regular rate of pay for each workday that a
6 meal period was not provided.

7 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
8 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
9 MEMBERS for all hours worked during their meal periods.

10 18. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
11 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
12 earned and due, interest, penalties, expenses, and costs of suit.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Provide Required Rest Periods**

15 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

16 **(Against all DEFENDANTS)**

17 19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 factual allegations in the foregoing paragraphs.

19 20. At all times relevant herein, as part of DEFENDANTS' illegal policies and
20 practices to deprive their current and former non-exempt employees all wages earned and due,
21 DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as
22 required under Labor Code § 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

23 21. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
24 2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a
25 rest period, in accordance with the applicable IWC Wage Order, one additional hour of
26 compensation at each employee's regular rate of pay for each workday that a rest period was not
27 provided.

28 22. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS

MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]

(Against all DEFENDANTS)

23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the factual allegations in the foregoing paragraphs.

24. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

1 26. In violation of California law, DEFENDANTS have knowingly and willfully
2 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
3 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
4 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
5 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
6 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
7 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

8 27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
9 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
10 §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
11 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
12 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
13 expenses, and costs of suit.

14 **FOURTH CAUSE OF ACTION**

15 **Failure to Pay Minimum Wages**

16 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

17 **(Against all DEFENDANTS)**

18 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 factual allegations in the foregoing paragraphs.

20 29. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
21 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
22 worked in a payroll period is unlawful.

23 30. During the CLASS PERIOD and in violation of California Labor Code §§ 1194
24 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and
25 CLASS MEMBERS the applicable minimum wages for all hours worked in a payroll period by,
26 among other things: requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to
27 work off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to
28 work through meal and rest breaks; failing to pay PLAINTIFF and CLASS MEMBERS the

1 applicable minimum wage; illegally and inaccurately recording time in which PLAINTIFF and
2 CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS
3 MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and
4 CLASS MEMBERS for each pay period; and other methods to be discovered.

5 31. DEFENDANTS' conduct described herein violates California Labor Code §§
6 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
7 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
8 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
9 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
10 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
11 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

12 **FIFTH CAUSE OF ACTION**

13 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

14 **[Cal. Labor Code § 201, 202, 203]**

15 **(Against all DEFENDANTS)**

16 32. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 factual allegations in the foregoing paragraphs.

18 33. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
19 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
20 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
21 and unpaid at the time of discharge are due and payable immediately.

22 34. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
23 required to pay all accrued wages due to an employee no later than 72 hours after the employee
24 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
25 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

26 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in
27 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
28 discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 36. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
4 California Labor Code §§ 201 and 202.

5 37. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
7 together with interest thereon, as well as other available remedies.

8 38. As a proximate result of DEFENDANTS' unlawful actions and omissions,
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
10 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
11 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
12 to California Labor Code §§ 1194 and 2699.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 factual allegations in the foregoing paragraphs.

19 40. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
20 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
21 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
22 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to
23 the following records: total daily hours worked by each employee; applicable rates of pay; all
24 deductions; meal periods; time records showing when each employee begins and ends each work
25 period; and accurate itemized statements.

26 41. As a proximate result of DEFENDANTS' unlawful actions and omissions,
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
28 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,

1 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
2 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
3 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
4 provided in California Labor Code § 226(e), as well as other available remedies.

5 **SEVENTH CAUSE OF ACTION**

6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code § 226(a), 1174; IWC Wage Order No. 5-2001, § 7]**

8 **(Against all DEFENDANTS)**

9 42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
10 factual allegations in the foregoing paragraphs.

11 43. During the CLASS PERIOD, DEFENDANTS routinely failed and continue to fail
12 to provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage
13 statements in writing showing each employee's gross wages earned, total hours worked, the
14 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
15 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
16 employee is paid, the name of the employee and only the last four digits of his or her social
17 security number or employee identification number, the name and address of the legal entity or
18 entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect
19 during each pay period and the corresponding number of hours worked at each hourly rate, in
20 violation of California Labor Code § 226(a) and IWC Wage Order No. 5-2001, § 7.

21 44. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
22 to provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage
23 statements in accordance with Labor Code § 226(a).

24 45. As a proximate result of DEFENDANTS' unlawful actions and omissions,
25 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
26 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
27 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
28 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of

1 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
2 California Labor Code § 226(e), as well as other available remedies.

3 **EIGHTH CAUSE OF ACTION**

4 **Failure to Indemnify Employees for Necessary Expenditures**

5 **Incurred in Discharge of Duties**

6 **[Cal. Labor Code § 2802]**

7 **(Against all DEFENDANTS)**

8 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 factual allegations in the foregoing paragraphs.

10 47. California Labor Code § 2802(a) requires an employer to indemnify an employee
11 for all necessary expenditures or losses incurred by the employee in direct consequence of the
12 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

13 48. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
14 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
15 in direct consequence of the discharge of their duties while working under the direction of
16 DEFENDANTS, including but not limited to expenses for cell phone usage, and other
17 employment-related expenses, in violation of California Labor Code § 2802.

18 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,
19 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
20 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
21 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
22 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
23 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
24 available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

4 **(Against all DEFENDANTS)**

5 50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 factual allegations in the foregoing paragraphs.

7 51. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
10 DEFENDANTS' failure and refusal to provide required rest periods, failure and refusal to pay
11 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
12 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
13 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
14 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
15 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
16 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
17 under California Business and Professions Code § 17200 et seq.

18 52. DEFENDANTS' violations of California wage and hour laws constitute a business
19 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
20 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
21 CLASS MEMBERS.

22 53. DEFENDANTS have avoided payment of wages, overtime wages, and other
23 benefits as required by the California Labor Code, the California Code of Regulations, and the
24 applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the
25 correct sums of assessment to the state authorities under the California Labor Code and other
26 applicable regulations.

27 54. As a result of DEFENDANTS' unfair and unlawful business practices,
28 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
3 MEMBERS.

4 55. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
8 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
10 jurisdiction of this Court.

11 **TENTH CAUSE OF ACTION**

12 **Representative Action for Civil Penalties**

13 **[Cal. Labor Code §§ 2698–2699.5]**

14 **(Against All DEFENDANTS)**

15 56. PLAINTIFF incorporates herein by specific reference as though fully set forth the
16 factual allegations in all preceding paragraphs, with exception of the allegations in paragraph 15
17 and the subparagraphs thereto.

18 57. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
19 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
20 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
21 specified in California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were
22 employed by DEFENDANTS and the alleged violations of the California Labor Code were
23 committed against PLAINTIFF and CLASS MEMBERS.

24 58. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
25 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
26 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
27 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a
28

1 representative action for the violations set forth above, including but not limited to violations of
2 California Labor Code §§ 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.
3 PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys' fees
4 and costs pursuant to California Labor Code § 2699(g)(1).

5 59. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
6 September 29, 2020 by online filing to the California Labor and Workforce Development Agency
7 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California
8 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
9 to support the alleged violations. More than sixty-five (65) days from the September 29, 2020
10 postmark date of PLAINTIFF's written notice have passed before filing this action and the
11 LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

12 60. Therefore, PLAINTIFF has complied with all of the requirements set forth in
13 California Labor Code § 2699.3 to commence a representative action under PAGA.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
16 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
17 and each of them, as follows:

- 18 1. For compensatory damages in an amount to be ascertained at trial;
- 19 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
20 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 21 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and
22 IWC Wage Order No. 5-2001;
- 23 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 24 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
25 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
26 from engaging in the unlawful business practices complained of herein;
- 27 6. For waiting time penalties pursuant to California Labor Code § 203;
- 28 7. For statutory and civil penalties according to proof, including but not limited to all

1 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

2 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
3 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
4 provision providing for pre-judgment interest;

5 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
6 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
7 providing for attorneys' fees and costs;

8 10. For declaratory relief;

9 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
10 Seventh, Eighth and Ninth Causes of Action as a class action;

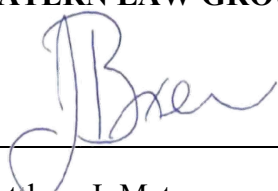
11 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
12 counsel as class counsel; and

13 13. For such further relief that the Court may deem just and proper.

14 DATED: December 15, 2020

15 Respectfully submitted,

16 **MATERN LAW GROUP, PC**

17
18 By: 

19 Matthew J. Matern
20 Joshua D. Boxer
21 Attorneys for Plaintiff
22 ANGELICA ENRIQUEZ, individually and
23 on behalf of other persons similarly situated
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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

3
4 DATED: December 15, 2020

Respectfully submitted,

5 **MATERN LAW GROUP, PC**

6 By:

7 

8 _____
Matthew J. Matern
Joshua D. Boxer
Attorneys for Plaintiff
9 ANGELICA ENRIQUEZ, individually and
10 on behalf of others similarly situated