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Attorneys for PLAINTIFF Dalila Valencia,
individually, and on behalf of all other similarly
situated current and former employees of Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DALILA VALENCIA, individually, and on
behalf of all other similarly situated current
and former employees of Defendants;

PLAINTIFF,

vs.

VISTA HILL FOUNDATION, a Domestic
Nonprofit Organization; and DOES 1 through
50, inclusive,

Defendants.

CASE NO. 37-2021-00012102-CU-OE-CTL

CLASS ACTION COMPLAINT FOR:

1. Failure to provide meal periods;
2. Failure to provide rest breaks;
3. Failure to pay minimum and straight time wages;
4. Failure to pay overtime compensation;
5. Failure to timely pay wages due upon termination of employment;
6. Failure to provide accurate statements and maintain required records;
7. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and

DEMAND FOR JURY TRIAL

PLAINTIFF DALILA VALENCIA ("PLAINTIFF"), on behalf of himself and all other
similarly situated current and former employees of VISTA HILL FOUNDATION ("VISTA
HILL"), complains and alleges as follows:

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INTRODUCTION & GENERAL ALLEGATIONS

1. PLAINTIFF brings this action against VISTA HILL and DOES 1 through 50 (hereinafter also collectively referred to as "DEFENDANTS") for California Labor Code violations stemming from DEFENDANTS' failure to provide meal periods, failure to provide all net, 10-minute rest periods, failure to pay for all hours worked, including minimum wage, straight time, and overtime pay, failure to timely pay all wages due to terminated employees, failure to furnish accurate itemized wage statements and maintain required records, in accordance with California Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.1, 1197 and Industrial Welfare Commission ("IWC") Order.

2. PLAINTIFF brings her Causes of Action individually and as a class action on behalf of herself and current and former employees of DEFENDANTS (hereinafter collectively referred to as "PLAINTIFFS" or "the Class," and defined more fully below).

3. PLAINTIFF and the Class are current and former non-exempt employees of DEFENDANTS that worked for DEFENDANTS in the State of California, for a period of time within the four (4) years preceding the filing of this action.

4. PLAINTIFF is a resident of California. At all relevant times herein, PLAINTIFF was employed by DEFENDANTS in the State of California, as a non-exempt, hourly employee.

5. Throughout the time period involved in this case, DEFENDANTS have wrongfully failed to provide PLAINTIFF and the Class with timely, adequate and duty-free meal periods. DEFENDANTS regularly required PLAINTIFF and the Class to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, meal period for every five hours of work, or without compensating PLAINTIFF and the Class for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.

DEFENDANTS did not inform PLAINTIFF and the Class of their right to take a meal period by the end of the fifth hour of work. DEFENDANTS did not inform PLAINTIFF and the Class of their right to take a second meal break for shifts longer than 10 hours. DEFENDANTS did not inform PLAINTIFF and the Class of their right, for shifts of more than 10 hours, to take a second meal break by the end of the 10th hour. Moreover, DEFENDANTS did not have legally

1 compliant policies or practices providing adequate and duty-free meal periods for PLAINTIFF
2 and the Class, nor did DEFENDANTS have legally compliant policies or practices regarding the
3 timing of meal periods. DEFENDANTS also did not have any policies or practices to record
4 whether the PLAINTIFF and the Class were taking their required meal periods as required by
5 IWC Wage Order No. 1-2001 (7). Indeed, DEFENDANTS instituted a policy of auto-deducting
6 a 30-minute lunch break without providing or recording that a lunch had actually been taken.

7 6. Throughout the time period involved in this case, DEFENDANTS have
8 wrongfully failed to authorize and permit PLAINTIFF and the Class to take timely and duty-free
9 10 minute rest periods. DEFENDANTS regularly required PLAINTIFF and the Class to work in
10 excess of four consecutive hours a day without DEFENDANTS authorizing and permitting them
11 to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or
12 major fraction of four hours), or without compensating PLAINTIFF and the Class for rest periods
13 that were not authorized or permitted. DEFENDANTS did not properly inform PLAINTIFF and
14 the Class of their right to take a 10 minute rest period every four hours of work (or major fraction
15 of four hours). Moreover, DEFENDANTS did not have legally compliant policies or practices
16 permitting or authorizing timely rest periods for PLAINTIFF and the Class. DEFENDANTS
17 also did not have any policies or practices to verify whether PLAINTIFF and the Class were
18 receiving their required rest periods.

19 7. Throughout the time period involved in this case, DEFENDANTS maintained a
20 policy and practice of requiring PLAINTIFF and the Class to perform work "off-the-clock" that
21 was not compensated. This "off-the-clock" work regularly occurred, among other things, as a
22 result of DEFENDANTS unlawful rounding policies and practices. DEFENDANTS did not pay
23 PLAINTIFF and the Class for this work time, and some of this time should have been paid at the
24 overtime and double time rate. DEFENDANTS did not pay PLAINTIFF and other Class
25 Members overtime for work over eight hours.

26 8. DEFENDANTS willfully failed and refused to timely pay PLAINTIFF and the
27 Class at the conclusion of their employment for the conduct mentioned above with respect to
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1 meal periods, rest periods, overtime and "off-the-clock" work. As a result, DEFENDANTS
2 violated California Labor Code §§ 201-203.

3 9. DEFENDANTS willfully failed and refused to timely pay PLAINTIFF and the
4 Class all necessary business expenditures or losses incurred by the employee in direct
5 consequence of the discharge of his or her duties, including personal cell phones, tools and
6 mileage. As a result, DEFENDANTS violated California Labor Code § 2802.

7 10. DEFENDANTS, as a matter of practice and policy, did not furnish PLAINTIFF
8 and the Class with accurate itemized wage statement that accurately show total hours worked by
9 PLAINTIFF and the Class, gross wages earned, net wages earned, and other information required
10 by Labor Code § 226(a), as well as failing to record meal periods as required by IWC Wage
11 Order No. 1-2001. DEFENDANTS knowingly and intentionally failed to do so because, among
12 other things, the wages statements did not accurately state the total hours worked, the overtime
13 rates, the gross wages earned, and the net wages earned. As a result of these violations of
14 Section 226(a), the PLAINTIFF and the Class suffered injury because, among other things: (a)
15 the violations led them to believe that they were not entitled to be paid daily minimum wages,
16 overtime wages, meal period premium wages, and rest period premium wages, even though they
17 were entitled; (b) the violations led them to believe that they had been paid the minimum,
18 overtime, meal period premium, and rest period premium wages to which they were entitled,
19 even though they had not been; (c) the violations led them to believe they were not entitled to be
20 paid minimum, overtime, meal period premium, and rest period premium wages at the correct
21 California rate even though they were; (d) the violations led them to believe they had been paid
22 minimum, overtime, meal period premium, and rest period premium wages at the correct
23 California rate even though they had not been; (e) the violations hindered them from determining
24 the amounts of minimum, overtime, meal period premium, and rest period premium wages owed
25 to them; (f) in connection with their employment before and during this action, and in connection
26 with prosecuting this action, the violations caused them to have to perform mathematical
27 computations to determine the amounts of wages owed to them, computations they would not
28 have to make if the wage statements contained the required accurate information; (g) by

1 understating the wages truly due them, the violations caused them to lose entitlement and/or
2 accrual of the full amount of Social Security, disability, unemployment, and other governmental
3 benefits; (h) the wage statements inaccurately understated the wages, hours, and wages rates to
4 which PLAINTIFF and the Class were entitled, and PLAINTIFF and the Class were paid less
5 than the wages and wage rates to which they were entitled. Thus, PLAINTIFF and the Class are
6 owed the amounts provided for in Labor Code § 226(e).

7 **THE PARTIES TO EACH CAUSE OF ACTION**

8 **A. PLAINTIFF**

9 11. PLAINTIFF resides in the State of California. PLAINTIFF was employed by
10 Defendant VISTA HILL as an hourly-paid, non-exempt employee in California from
11 approximately March 4, 2019 to present.

12 12. PLAINTIFF reserves the right to seek leave to amend this complaint to add new
13 PLAINTIFFs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
14 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

15 **B. Defendants**

16 13. PLAINTIFF is informed and believes, and based upon that information and belief
17 allege, that Defendant VISTA HILL is a California domestic nonprofit organization authorized to
18 conduct business, and actually conducting business, in the State of California. Defendant
19 VISTA HILL was the employer of PLAINTIFF and the current and/or former employer of the
20 Class, including both permanent and temporary employees.

21 14. PLAINTIFF does not know the true names or capacities of the persons or entities
22 sued herein as DOES 1-50, inclusive, and therefore sues said DEFENDANTS by such fictitious
23 names. Each of the DOE Defendants was in some manner legally responsible for the damages
24 suffered by PLAINTIFF and the Class as alleged herein. PLAINTIFF will amend this complaint
25 to set forth the true names and capacities of these Defendants when they have been ascertained,
26 together with appropriate charging allegations, as may be necessary.

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1 15. At all times mentioned herein, the Defendants named as DOES 1-50, inclusive,
2 and each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
3 and/or injured a significant number of the PLAINTIFF and Class in the State of California.

4 16. PLAINTIFF is informed and believes and thereon alleges that at all relevant times
5 each Defendant, directly or indirectly, or through agents or other persons, employed PLAINTIFF
6 and the other employees described in the class definitions below, and exercised control over their
7 wages, hours, and working conditions. PLAINTIFF are informed and believe and thereon allege
8 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
9 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
10 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
11 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
12 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
13 alleged below. PLAINTIFF is informed and believes and thereon alleges that each Defendant
14 acted pursuant to and within the scope of the relationships alleged above, that each Defendant
15 knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided
16 and abetted the conduct of all other Defendants.

17 17. Defendants VISTA HILL and DOES 1-50 are collectively referred to herein as
18 "DEFENDANTS."

19 **CLASS ACTION ALLEGATIONS**

20 18. PLAINTIFF brings this action individually, as well as on behalf of each and all
21 other persons similarly situated, and thus, seek class certification under California Code of Civil
22 Procedure § 382.

23 19. All claims alleged herein arise under California law for which PLAINTIFF seeks
24 relief authorized by California law.

25 20. The proposed Class is defined as:

26 All persons employed by Defendants to work in any non-exempt hourly paid job
27 position in California at any time beginning four years before the filing of the initial
28 complaint in this action and ending when notice to the Class is sent. For purposes

of this definition, "Defendants" means VISAT HILL FOUNDATION and any of the fictitiously named defendants (Does 1 through 50).

21. PLAINTIFF reserves the right to establish other sub-classes as appropriate.

22. At all material times, PLAINTIFF was a member of the Class.

23. PLAINTIFF undertakes this action for the benefit of all Class members.

24. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to PLAINTIFF at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: PLAINTIFF is qualified to, and will, fairly and adequately protect the interests of each Class member with whom there is a shared, well-defined community of interest, and PLAINTIFF's claims (or defenses, if any) are typical of all Class members' claims as demonstrated herein.

(c) Adequacy: PLAINTIFF is qualified to, and will, fairly and adequately protect the interests of each Class member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. PLAINTIFF has no conflicts with or interests antagonistic to any Class member. PLAINTIFF's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. PLAINTIFF has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;

1 2) The extent and nature of any litigation concerning the controversy already
2 commenced by or against members of the Class;

3 3) The desirability or undesirability of concentrating the litigation of the claims in
4 the particular forum; and

5 4) The difficulties likely to be encountered in the management of a class action.

6 (e) Public Policy Considerations: Employers in the State of California violate
7 employment and labor laws every day. Current employees are often afraid to assert their rights
8 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
9 because they believe their former employers might damage their future endeavors through
10 negative references and/or other means. Class actions provide the class members who are not
11 named in the complaint with a type of anonymity that allows for the vindication of their rights at
12 the same time as their privacy is protected.

13 25. There are common questions of law and fact as to the Class (and each subclass, if
14 any) that predominate over questions affecting only individual members, including without
15 limitation, whether, as alleged herein, DEFENDANTS have:

16 (a) Failed to provide meal periods and pay meal period premium wages to Class
17 members;

18 (b) Failed to authorize and permit rest periods and pay rest period premium wages to
19 Class members;

20 (c) Failed to pay Class members for all hours worked, including minimum wages,
21 straight time wages, and overtime wages;

22 (d) Failed to reimburse PLAINTIFF and Class Members for all necessary business
23 expenditures or losses incurred by the employee in direct consequence of the discharge of
24 PLAINTIFF'S and the Class Members duties.

25 (e) Failed to promptly pay all wages due to Class members upon their discharge or
26 resignation;

27 (f) Failed to provide Class members with accurate wages statements;

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1 26. This Court should permit this action to be maintained as a class action pursuant to
2 California Code of Civil Procedure § 382 because:

3 (a) The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;

5 (b) A class action is superior to any other available method for the fair and efficient
6 adjudication of the claims of the members of the Class;

7 (c) The members of the Class are so numerous that it is impractical to bring all
8 members of the class before the Court;

9 (d) PLAINTIFF, and the other members of the Class, will not be able to obtain
10 effective and economic legal redress unless the action is maintained as a class action;

11 (e) There is a community of interest in obtaining appropriate legal and equitable relief
12 for the statutory violations, and in obtaining adequate compensation for the damages and injuries
13 for which DEFENDANTS are responsible in an amount sufficient to adequately compensate the
14 members of the Class for the injuries sustained;

15 (f) Without class certification, the prosecution of separate actions by individual
16 members of the class would create a risk of:

17 1) Inconsistent or varying adjudications with respect to individual members of the
18 Class which would establish incompatible standards of conduct for DEFENDANTS; and/or

19 2) Adjudications with respect to the individual members which would, as a practical
20 matter, be dispositive of the interests of other members not parties to the adjudications, or would
21 substantially impair or impede their ability to protect their interests, including but not limited to
22 the potential for exhausting the funds available from those parties who are, or may be,
23 responsible DEFENDANTS; and,

24 (g) DEFENDANTS have acted or refused to act on grounds generally applicable to
25 the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

26 27. PLAINTIFF contemplates the eventual issuance of notice to the proposed
27 members of the Class that would set forth the subject and nature of the instant action. The
28 DEFENDANTS' own business records may be utilized for assistance in the preparation and

1 issuance of the contemplated notices. To the extent that any further notices may be required,
2 PLAINTIFF would contemplate the use of additional techniques and forms commonly used in
3 class actions, such as published notice, e-mail notice, website notice, first-class mail, or
4 combinations thereof, or by other methods suitable to the Class and deemed necessary and/or
5 appropriate by the Court.

6 **FIRST CAUSE OF ACTION**

7 **(Against All Defendants for Failure to Provide Meal Periods)**

8 **[Cal. Lab. Code §§ 226.7, 512 and IWC Wage Order No. 1-2001]**

9 28. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
10 material allegations set out in this Complaint.

11 29. Under California law, DEFENDANTS have an affirmative obligation to relieve
12 the PLAINTIFF and the Class of all duty in order to take their first daily meal periods no later
13 than fifth hour of work in a workday, and to take their second meal periods no later than the tenth
14 hour of work in the workday.

15 30. Despite these legal requirements, DEFENDANTS regularly failed to provide
16 PLAINTIFF and the Class with both meal periods as required by California law.

17 31. Under California law, PLAINTIFF and the Class are entitled to be paid one hour
18 of additional wages for each instance he or she was not provided with all required meal period(s).

19 32. DEFENDANTS regularly failed to pay PLAINTIFF and the Class the additional
20 wages to which they were entitled for meal periods and that were not provided.

21 33. As a result, DEFENDANTS are liable to PLAINTIFF and the Class for one hour
22 of additional wages for each work day for a meal period that was not provided.

23 34. By failing to keep adequate time records required by Labor Code § 1174(d),
24 DEFENDANTS have made it difficult to calculate the full extent of meal period premium wage
25 compensation due to PLAINTIFF and the Class Members.

26 35. California Labor Code section 204 requires employers to provide employees with
27 all wages due and payable twice a month. Throughout the statute of limitations period applicable
28 to this cause of action, PLAINTIFF and the Class were entitled to be paid twice a month at rates

1 required by law, including meal period premium wages for each meal period that was not
2 provided. However, during all such times, DEFENDANTS systematically failed and refused to
3 pay PLAINTIFF and the Class all such wages due, and failed to pay those wages twice a month.

4 36. DEFENDANTS are also liable to PLAINTIFF and the Class for the civil penalties
5 provided for in Labor Code § 558 because of the violations alleged in this cause of action.

6 **SECOND CAUSE OF ACTION**

7 **(Against All Defendants for Failure to Provide Rest Periods)**

8 **[Cal. Lab. Code § 226.7 and IWC Wage Order No. 1-2001]**

9 37. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
10 material allegations set out in this Complaint.

11 38. DEFENDANTS are required by California law to authorize and permit breaks of
12 an uninterrupted, net 10-minutes for each four hours of work or major fraction of four hours (i.e.
13 more than two hours). That is, the required number of rest breaks is equal to the number of work
14 hours divided by four, and if the work time is not evenly divided by four, if the remaining
15 fractional part is two hours or less it is rounded down, and if it is more than two hours, it is
16 rounded up. Thus, for example, if an employee's work time is 6 hours and ten minutes, the
17 employee is entitled to two rest breaks. If the work time is nine hours, the employee is still
18 entitled to only two rest breaks. Each failure to authorize rest breaks as so required is itself a
19 violation of California's rest break laws.

20 39. Despite these legal requirements, DEFENDANTS failed to authorize PLAINTIFF
21 and the Class to take all timely, net, 10-minute rest breaks owed to them, regardless of whether
22 employees worked more than 4 hours in a workday.

23 40. Under California law, PLAINTIFF and the Class are entitled to be paid one hour
24 of premium wages rate for each instance he or she was not provided with all required rest
25 break(s).

26 41. DEFENDANTS regularly failed to pay PLAINTIFF and the Class the additional
27 wages to which they were entitled for rest breaks DEFENDANTS failed authorize and permit.
28 As a result, DEFENDANTS are liable to PLAINTIFF and the Class for one hour of additional

1 wages for each work day when they did not receive a rest break.

2 42. California Labor Code section 204 requires employers to provide employees with
3 all wages due and payable twice a month. Throughout the statute of limitations period applicable
4 to this cause of action, PLAINTIFF and the Class were entitled to be paid twice a month at rates
5 required by law, including rest break premium wages for each rest break that was not authorized
6 and permitted. However, during all such times, DEFENDANTS systematically failed and
7 refused to pay PLAINTIFF and the Class all such wages due, and failed to pay those wages twice
8 a month.

9 43. DEFENDANTS are also liable to PLAINTIFF and the Class for the civil penalties
10 provided for in Labor Code § 558 because of the violations alleged in this cause of action.

11 **THIRD CAUSE OF ACTION**

12 **(Against all Defendants for Failure to Pay Minimum and Straight Time Wages)**

13 **[Cal. Lab. Code §§ 204 and 1194, and IWC Wage Order No. 1-2001]**

14 44. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
15 material allegations set out in this Complaint.

16 45. At all relevant times herein mentioned, DEFENDANTS knowingly failed to pay
17 to PLAINTIFF and the other members of the Class compensation for all hours they worked.
18 "Hours worked" is the time during which an employee is subject to the control of an employer,
19 and includes all the time the employee is suffered or permitted to work, whether or not required
20 to do so.

21 46. Accordingly, PLAINTIFF and the other members of the Class are entitled to
22 recover straight time wages for all non-overtime hours worked for DEFENDANTS.

23 47. By and through the conduct described above, the PLAINTIFF and the other
24 members of the Class, have been deprived of their rights to be paid wages earned by virtue of
25 their employment with DEFENDANTS.

26 48. By virtue of the DEFENDANTS' unlawful failure to pay additional compensation
27 to the Class for their non-overtime hours worked without pay, the Class has suffered, and will
28 continue to suffer, damages in amounts which are presently unknown to the Class, but which

1 exceed the jurisdictional minimum of this Court, and which will be ascertained according to
2 proof at trial.

3 49. By failing to keep adequate time records required by Labor Code § 1174(d),
4 DEFENDANTS have made it difficult to calculate the full extent of compensation due
5 PLAINTIFF and the Class Members.

6 50. Pursuant to California Labor Code section 1194.2, PLAINTIFF and the Class are
7 entitled to recover liquidated damages (double damages) for DEFENDANTS' failure to pay
8 minimum wages.

9 51. California Labor Code section 204 requires employers to provide employees with
10 all wages due and payable twice a month. Throughout the statute of limitations period applicable
11 to this cause of action, PLAINTIFF and the Class members were entitled to be paid twice a
12 month at rates required by law, including minimum wages and straight time wages. However,
13 during all such times, DEFENDANTS systematically failed and refused to pay PLAINTIFF and
14 the Class members all such wages due, and failed to pay those wages twice a month.

15 52. PLAINTIFF and the Class are also entitled to seek recovery of all unpaid wages,
16 interest, and reasonable attorneys' fees and costs pursuant to Cal. Labor Code §§ 218.5 and 218.6.

17 53. DEFENDANTS are also liable to the Class for the civil penalties provided for in
18 Labor Code § 558, because of the violations alleged in this cause of action.

19 **FOURTH CAUSE OF ACTION**

20 **(Against all Defendants for Failure to Pay Overtime Wages)**

21 **[Cal. Lab. Code §§ 510, 1194 and 1198, and IWC Wage Order No. 1-2001]**

22 54. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
23 material allegations set out in this Complaint.

24 55. California Labor Code § 510 provides that employees in California shall not be
25 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
26 they receive additional compensation beyond their regular wages in amounts specified by law.

27 56. California Labor Code §§ 1194 and 1198 provide that employees in California
28 shall not be employed more than eight hours in any workday unless they receive additional

1 compensation beyond their regular wages in amounts specified by law. Additionally, California
2 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
3 by the Industrial Welfare Commission is unlawful.

4 57. At all times relevant hereto, PLAINTIFF, and the members of the Class, have
5 worked more than eight, and at times more than twelve, hours in a workday, as employees of
6 DEFENDANTS. Further, at all times relevant hereto, PLAINTIFF, and the members of the
7 Class, have been paid on an hourly basis.

8 58. At all times relevant hereto, DEFENDANTS failed to pay the PLAINTIFF, and
9 the other members of the Class, overtime compensation for the hours they have worked in excess
10 of the maximum hours permissible by law as required by California Labor Code § 510 and 1198,
11 by among other things, failing to properly implement an effective alternative work-week
12 schedule. PLAINTIFF and the other members of the Class are regularly required to work
13 overtime hours. By virtue of DEFENDANTS' unlawful failure to pay additional, premium rate
14 compensation to the PLAINTIFF, and the other members of the Class, for their overtime hours
15 worked, the PLAINTIFF, and the other members of the Class, have suffered, and will continue to
16 suffer, damages in amounts which are presently unknown to them but which exceed the
17 jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

18 59. By failing to keep adequate time records required by Labor Code § 1174(d),
19 DEFENDANTS have made it difficult to calculate the full extent of overtime compensation due
20 PLAINTIFF and the Class Members.

21 60. California Labor Code section 204 requires employers to provide employees with
22 all wages due and payable twice a month. Throughout the statute of limitations period applicable
23 to this cause of action, PLAINTIFF and the Class members were entitled to be paid twice a
24 month at rates required by law, including overtime wages. However, during all such times,
25 DEFENDANTS systematically failed and refused to pay PLAINTIFF and the Class members all
26 such wages due, and failed to pay those wages twice a month.

27 61. PLAINTIFF and the other members of the Class also request recovery of overtime
28 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor

Code §§ 218.5 and 1194(a), as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other statutes. Further, PLAINTIFF and the other members of the Class are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5 and 1194.

FIFTH CAUSE OF ACTION

(Against all Defendants for Failure to Timely Pay All Wages Due to Discharged or Terminated Employees)

[Cal. Lab. Code §§ 201 - 204, and IWC Wage Order No.1-2001]

62. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the material allegations set out in this Complaint.

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

64. Within the applicable statute of limitations, the employment of PLAINTIFF and many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, DEFENDANTS failed, and continue to fail to pay PLAINTIFF and terminated Class members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving DEFENDANTS' employ.

65. DEFENDANTS' failure to pay PLAINTIFF and those Class members who are no longer employed by DEFENDANTS their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving DEFENDANTS' employ, is in violation of California Labor Code §§ 201 and 202.

66. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall

1 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
2 commenced; but the wages shall not continue for more than thirty (30) days.

3 67. PLAINTIFF and Class members are entitled to recover from DEFENDANTS their
4 additionally accruing wages for each day they were not paid, at their regular hourly rate of pay,
5 up to 30 days maximum pursuant to California Labor Code § 203.

6 **SIXTH CAUSE OF ACTION**

7 **(Against all Defendants for Failure to Provide Accurate Statements**

8 **and Maintain Required Records)**

9 **[Cal. Lab. Code § 226, and IWC Wage Order No. 1-2001]**

10 68. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
11 material allegations set out in this Complaint.

12 69. At all material times set forth herein, California Labor Code § 226(a) provides
13 that every employer shall furnish each of his or her employees an accurate itemized wage
14 statement in writing showing nine pieces of information, including: (1) gross wages earned, (2)
15 total hours worked by the employee, (3) the number of piece-rate units earned and any applicable
16 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
17 deductions made on written orders of the employee may be aggregated and shown as one item,
18 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and the last four digits of his or her social security number or an employee
20 identification number other than a social security number, (8) the name and address of the legal
21 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
22 the corresponding number of hours worked at each hourly rate by the employee.

23 70. DEFENDANTS have intentionally and willfully failed to provide employees with
24 complete and accurate wage statements. The deficiencies include, among other things, the failure
25 to correctly identify the gross wages earned by PLAINTIFF and the members of the Class, the
26 failure to list the true "total hours worked by the employee," the failure to list the true net wages
27 earned, and the failure to list the name and address of the legal entity(s) that employ PLAINTIFF
28 and the Class.

1 71. As a result of DEFENDANTS' violation of California Labor Code § 226(a),
2 PLAINTIFF and the members of the Class have suffered injury and damage to their
3 statutorily-protected rights.

4 72. Specifically, PLAINTIFF and the members of the Class have been injured by
5 DEFENDANTS' intentional violation of California Labor Code § 226(a) because they were
6 denied both their legal right to receive, and their protected interest in receiving, accurate,
7 itemized wage statements under California Labor Code § 226(a).

8 73. Calculation of the true wage entitlement for PLAINTIFF and the Class is difficult
9 and time consuming. As a result of this unlawful burden, PLAINTIFF was also injured as a
10 result of having to bring this action to attempt to obtain correct wage information following
11 DEFENDANTS' refusal to comply with many of the mandates of California's Labor Code and
12 related laws and regulations.

13 74. PLAINTIFF and Class members are entitled to recover from DEFENDANTS the
14 greater of their actual damages caused by DEFENDANTS' failure to comply with California
15 Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

16 75. PLAINTIFF and the members of the Class are also entitled to injunctive relief to
17 ensure compliance with this section, pursuant to California Labor Code § 226(g).

18 **SEVENTH CAUSE OF ACTION**

19 **(Against all Defendants for Violation of California Business &** 20 **Professions Code §§ 17200, et seq.)**

21 76. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the
22 material allegations and Causes of Action set out in this Complaint.

23 77. DEFENDANTS, and each of them, are "persons" as defined under Business &
24 Professions Code § 17201.

25 78. DEFENDANTS' conduct, as alleged herein, has been, and continues to be, unfair,
26 unlawful, and harmful to PLAINTIFF, other Class members, and to the general public.
27 PLAINTIFF seeks to enforce important rights affecting the public interest within the meaning of
28 Code of Civil Procedure § 1021.5.

1 79. DEFENDANTS' activities, as alleged herein, are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business & Professions
3 Code § 17200, et seq.

4 80. A violation of California Business & Professions Code §§ 17200, et seq. may be
5 predicated on the violation of any state or federal law. All of the acts described herein as
6 violations of, among other things, the California Labor Code, are unlawful and in violation of
7 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
8 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
9 California Business and Professions Code §§ 17200, et seq.

10 **Failing to Provide Meal Periods**

11 81. DEFENDANTS' failure to provide meal periods in accordance with Labor Code
12 §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
13 unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

14 **Failing to Authorize and Permit Rest Periods**

15 82. DEFENDANTS' failure to authorize and permit rest periods in accordance with
16 Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
17 unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

18 **Failing to Pay Minimum and Straight Time Wages**

19 83. DEFENDANTS' failure to pay minimum and straight time wages constitutes
20 unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

21 **Failure to Pay Overtime**

22 84. DEFENDANTS' failure to pay overtime compensation, reimbursement and other
23 benefits in violation of Cal. Labor Code §§ 510, 1197, 1198 and 2802 constitutes unlawful
24 and/or unfair activity prohibited by Business and Professions Code § 17200, *et seq.*

25 85. DEFENDANTS' failure to provide accurate itemized wage statements in
26 accordance with Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
27 prohibited by Business and Professions Code §§ 17200, et seq.

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1 86. By and through their unfair, unlawful and/or fraudulent business practices
2 described herein, the DEFENDANTS, have obtained valuable property, money and services from
3 PLAINTIFF, and all persons similarly situated, and have deprived PLAINTIFF, and all persons
4 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

5 87. PLAINTIFF and the other Class members suffered monetary injury as a direct
6 result of DEFENDANTS' wrongful conduct.

7 88. The PLAINTIFF, individually, and on behalf of members of the putative Class, is
8 entitled to, and does, seek such relief as may be necessary to disgorge money and/or property
9 which the DEFENDANTS have wrongfully acquired, or of which PLAINTIFF has been
10 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.
11 PLAINTIFF and the members of the putative Class are not obligated to establish individual
12 knowledge of the wrongful practices of DEFENDANTS in order to recover restitution.

13 89. The PLAINTIFF, individually, and on behalf of members of the putative class, is
14 further entitled to and does seek a declaration that the above described business practices are
15 unfair, unlawful and/or fraudulent, and injunctive relief restraining the DEFENDANTS, and each
16 of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business
17 practices in the future.

18 90. The PLAINTIFF, individually, and on behalf of members of the putative class, has
19 no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class members
20 suffered as a consequence of the DEFENDANTS' unfair, unlawful and/or fraudulent business
21 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
22 above, the PLAINTIFF, individually, and on behalf of members of the putative Class, has
23 suffered and will continue to suffer irreparable harm unless the DEFENDANTS, and each of
24 them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent
25 business practices.

26 91. The PLAINTIFF also alleges that if DEFENDANTS are not enjoined from the
27 conduct set forth herein above, they will continue to avoid paying the appropriate taxes,
28 insurance and other withholdings.

92. Pursuant to California Business & Professions Code §§ 17200, et seq., PLAINTIFF and putative Class members are entitled to restitution of the wages withheld and retained by DEFENDANTS during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring DEFENDANTS to pay all outstanding wages due to PLAINTIFF and Class members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

PLAINTIFF, individually, and on behalf of all others similarly situated, pray for relief and judgment against DEFENDANTS, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That PLAINTIFF be appointed as the representative of the Class; and
3. That counsel for PLAINTIFF be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that DEFENDANTS violated Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
5. For general unpaid wages and such general and special damages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For reasonable attorneys' fees and for costs of suit incurred herein; and
8. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

9. That the Court declare, adjudge and decree that DEFENDANTS violated Labor Code § 226.7 and the IWC Wage Orders;
10. For general unpaid wages and such general and special damages as may be appropriate;

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1 11. For pre-judgment interest on any unpaid compensation commencing from the date
2 such amounts were due;

3 12. For reasonable attorneys' fees and for costs of suit incurred herein; and

4 13. For such other and further relief as the Court may deem equitable and appropriate

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

6 14. That the Court declare, adjudge and decree that DEFENDANTS violated Labor
7 Code § 204 and 1194;

8 15. For general unpaid wages and such general and special damages as may be
9 appropriate;

10 16. For pre-judgment interest on any unpaid compensation commencing from the date
11 such amounts were due;

12 17. For liquidated damages;

13 18. For reasonable attorneys' fees and for costs of suit incurred herein; and

14 19. For such other and further relief as the Court may deem equitable and appropriate.

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

16 20. That the Court declare, adjudge and decree that DEFENDANTS violated
17 California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to
18 pay all overtime wages due to PLAINTIFF and Class members;

19 21. For general unpaid wages at overtime wage rates and such general and special
20 damages as may be appropriate;

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

23 23. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
24 California Labor Code § 1194(a); and,

25 24. For such other and further relief as the Court may deem equitable and appropriate.

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

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1 25. That the Court declare, adjudge and decree that DEFENDANTS violated
2 California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at
3 the time of termination of the employment of PLAINTIFF and other terminated class members;

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

6 27. For statutory wage penalties pursuant to California Labor Code § 203 for
7 PLAINTIFF and all other class members who have left DEFENDANTS' employ;

8 28. For pre-judgment interest on any unpaid wages from the date such amounts were
9 due;

10 29. For reasonable attorneys' fees and for costs of suit incurred herein; and

11 30. For such other and further relief as the Court may deem equitable and appropriate.

12 **As to the Sixth Cause of Action**

13 31. That the Court declare, adjudge and decree that DEFENDANTS violated the
14 record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders
15 as to PLAINTIFF and class members, and willfully failed to provide accurate itemized wage
16 statements thereto;

17 32. For all actual, consequential and incidental losses and damages, according to
18 proof;

19 33. For statutory penalties pursuant to California Labor Code § 226(e);

20 34. For injunctive relief to ensure compliance with this section, pursuant to California
21 Labor Code § 226(g);

22 35. For reasonable attorneys' fees and for costs of suit incurred herein; and

23 36. For such other and further relief as the Court may deem equitable and appropriate.

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

25 37. That the Court declare, adjudge and decree that DEFENDANTS violated
26 California Business and Professions Code §§ 17200, et seq. by failing to provide PLAINTIFF
27 and class members with meal periods, failing to authorize and permit required rest periods,
28 failing to provide all compensation due to them, failing to provide accurate itemized wage

statements, and failing to pay PLAINTIFF' and class members' wages timely as required by California Labor Code §§ 201, 202 and 203;

38. For restitution of unpaid wages to PLAINTIFF and all class members and prejudgment interest from the day such amounts were due and payable;

39. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from DEFENDANTS and determined to have been wrongfully acquired by DEFENDANTS as a result of violations of California Business & Professions Code §§ 17200 et seq.;

40. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

41. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code § 17200, et seq.; and,

42. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

43. For any additional relief that the Court deems just and proper.

Dated: February 15, 2021

Respectfully submitted,

RASTEGAR LAW GROUP, APC



By:

Farzad Rastegar
Thomas S. Campbell
Attorneys for PLAINTIFF Dalila Valencia,
individually, and all other similarly situated
employees of Defendants

1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF demands a trial by jury of all causes of action triable by jury.

3 Dated: February 15, 2021

Respectfully submitted,

4 RASTEGAR LAW GROUP, APC

5
6 By:

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8 _____
9 Farzad Rastegar
10 Attorneys for PLAINTIFF Dalila Valencia,
11 individually, and all other similarly situated
12 employees of Defendants
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