

**FIRST AMENDED SUMMONS RE: FIRST AMENDED COMPLAINT
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

RESCARE WORKFORCE SERVICES, an unknown business entity;
"Additional Parties Attachment form is attached."

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

RHONDA MILLS, LAIA GLENN, individually, "Additional Parties
Attachment form is attached."

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER:
(Número del Caso):

20STCV49771

Superior Court of the State of California for the County of Los Angeles
Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Edwin Aiwanian; 410 West Arden Avenue, Suite 203, Glendale, California 91203; (818) 265-1020

Sherri R. Carter Executive Officer / Clerk of Court

DATE: 03/19/2021
(Fecha)

Clerk, by
(Secretario)

M. Mariano

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

SHORT TITLE: Mills, et al. vs. Rescare Workforce Services, et al.	CASE NUMBER: 20STCV49771
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff
 ☐ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

SHORT TITLE: Mills, et al. vs. Rescare Workforce Services, et al.	CASE NUMBER: 20STCV49771
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List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

RESCARE, INC., an unknown business entity; BRIGHT SPRING HEALTH SERVICES, an unknown business entity; EQUUS WORKFORCE SOLUTIONS, an unknown business entity; RESCARE HOMECARE, an unknown business entity; RESCARE RESIDENTIAL SERVICES, an unknown business entity; RESCARE CALIFORNIA INC., an unknown business entity; and DOES 1 through 100, inclusive,

Edwin Aiwarzian (SBN 232943)
LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Tel: (818) 265-1020
 Fax: (818) 265-1021

Attorneys for Plaintiffs

FILED
 Superior Court of California
 County of Los Angeles

03/17/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: J. Arceo Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

RHONDA MILLS, LAIA GLENN,
 individually, and on behalf of other
 aggrieved employees pursuant to the
 California Private Attorneys General Act;

Plaintiffs,

vs.

RESCARE WORKFORCE SERVICES, an
 unknown business entity; RESCARE, INC.,
 an unknown business entity; BRIGHT
 SPRING HEALTH SERVICES, an
 unknown business entity; EQUUS
 WORKFORCE SOLUTIONS, an unknown
 business entity; RESCARE HOMECARE,
 an unknown business entity; RESCARE
 RESIDENTIAL SERVICES, an unknown
 business entity; RESCARE CALIFORNIA
 INC., an unknown business entity; and
 DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV49771

Honorable Barbara A. Meiers
 Department 12

**FIRST AMENDED COMPLAINT FOR
 ENFORCEMENT UNDER THE PRIVATE
 ATTORNEYS GENERAL ACT,
 CALIFORNIA LABOR CODE § 2698, ET
 SEQ.**

Violation of California Labor Code §
 2698, et seq. (California Labor Code
 Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiff RHONDA MILLS (“Plaintiff MILLS”) and Plaintiff LAIA GLENN (“Plaintiff GLENN”)(collectively “Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for each named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. At all relevant times, Defendants maintained their headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff RHONDA MILLS is an individual residing in the State of California.

6. Plaintiff LAIA GLENN is an individual residing in the State of California.

7. Defendant RESCAREWORKFORCE SERVICES, INC. at all times herein

mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. Defendant RESCARE, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. Defendant BRIGHT SPRING HEALTH SERVICES at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

10. Defendant EQUUS WORKFORCE SOLUTIONS at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

11. Defendant RESCARE HOMECARE at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

12. Defendant RESCARE RESIDENTIAL SERVICES at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

13. Defendant RESCARE CALIFORNIA, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

14. At all relevant times, Defendants RESCARE WORKFORCE SERVICES, RESCARE, INC., BRIGHT SPRING HEALTH SERVICES, EQUUS WORKFORCE SOLUTIONS, RESCARE HOMECARE, RESCARE RESIDENTIAL SERVICES, and RESCARE CALIFORNIA INC. were the “employers” of Plaintiffs within the meaning of all applicable California laws and statutes.

15. At all times herein relevant, Defendants RESCARE WORKFORCE SERVICES, RESCARE, INC., BRIGHT SPRING HEALTH SERVICES, EQUUS WORKFORCE SOLUTIONS, RESCARE HOMECARE, RESCARE RESIDENTIAL

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

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

17. RESCARE WORKFORCE SERVICES, RESCARE, INC., BRIGHT SPRING HEALTH SERVICES, EQUUS WORKFORCE SOLUTIONS, RESCARE HOMECARE, RESCARE RESIDENTIAL SERVICES, RESCARE CALIFORNIA INC., and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

18. Plaintiffs further allege that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

19. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

20. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

21. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

22. Plaintiffs were employed by Defendants and the alleged violations were committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

23. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within

sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On October 15, 2020, Plaintiff MILLS provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants RESCARE WORKFORCE SERVICES, RESCARE, INC., BRIGHT SPRING HEALTH SERVICES, EQUUS WORKFORCE SOLUTIONS, RESCARE HOMECARE, RESCARE RESIDENTIAL SERVICES, and RESCARE CALIFORNIA INC., of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff MILLS has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff MILLS' notice.

25. On January 11, 2021, Plaintiff GLENN provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants RESCARE WORKFORCE SERVICES, RESCARE, INC., BRIGHT SPRING HEALTH SERVICES, EQUUS WORKFORCE SOLUTIONS, RESCARE HOMECARE, RESCARE RESIDENTIAL SERVICES, and RESCARE CALIFORNIA INC., of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff GLENN has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff GLENN's notice.

26. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

27. At all relevant times set forth herein, Defendants employed Plaintiffs and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the "other aggrieved

employees”).

28. Defendants, jointly and severally, employed Plaintiff MILLS as an hourly-paid, non-exempt employee from approximately October 2019 to approximately July 2020 in the State of California.

29. Defendants, jointly and severally, employed Plaintiff GLENN as an hourly-paid, non-exempt employee in August 2019 in the State of California.

30. Defendants hired Plaintiffs and the other aggrieved employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

31. Defendants had the authority to hire and terminate Plaintiffs and the other aggrieved employees, to set work rules and conditions governing Plaintiffs’ and the other aggrieved employees’ employment, and to supervise their daily employment activities.

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32. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs’ and the other aggrieved employees’ employment for them to be joint employers of Plaintiffs and the other aggrieved employees.

33. Defendants directly hired and paid wages and benefits to Plaintiffs and the other aggrieved employees.

34. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

35. Plaintiffs and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled

1 to receive certain wages for overtime compensation and that they were not receiving wages
2 for overtime compensation.

3 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 failed to provide Plaintiffs and the other aggrieved employees the required rest and meal
5 periods during the relevant time period as required under the Industrial Welfare Commission
6 Wage Orders and thus they are entitled to any and all applicable penalties.

7 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
9 to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
10 other aggrieved employee's regular rate of pay when a meal period was missed, and they did
11 not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
12 other aggrieved employee's regular rate of pay when a meal period was missed.

13 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
15 to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other
16 aggrieved employees' regular rate of pay when a rest period was missed, and they did not
17 receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other
18 aggrieved employees' regular rate of pay when a rest period was missed.

19 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
21 to receive at least minimum wages for compensation and that they were not receiving at least
22 minimum wages for all hours worked.

23 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
25 to receive all wages owed to them upon discharge or resignation, including overtime and
26 minimum wages and meal and rest period premiums, and they did not, in fact, receive all
27 such wages owed to them at the time of their discharge.

28 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants

1 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
2 to receive all wages owed to them during their employment. Plaintiffs and the other
3 aggrieved employees did not receive payment of all wages, including overtime and minimum
4 wages and meal and rest period premiums, within any time permissible under California
5 Labor Code section 204.

6 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
8 to receive complete and accurate wage statements in accordance with California law, but, in
9 fact, they did not receive complete and accurate wage statements from Defendants. The
10 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
11 Plaintiffs and the other aggrieved employees.

12 ///

13 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Defendants had to keep complete and accurate payroll
15 records for Plaintiffs and the other aggrieved employees in accordance with California law,
16 but, in fact, did not keep complete and accurate payroll records.

17 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
19 to reimbursement for necessary business-related expenses and costs.

20 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 knew or should have known that they had a duty to compensate Plaintiffs and the other
22 aggrieved employees pursuant to California law, and that Defendants had the financial ability
23 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
24 falsely represented to Plaintiffs and the other aggrieved employees that they were properly
25 denied wages, all in order to increase Defendants' profits.

26 48. At all material times set forth herein, Defendants failed to pay overtime wages
27 to Plaintiffs and the other aggrieved employees. Plaintiffs and the other aggrieved
28 employees were required to work more than eight (8) hours per day and/or forty (40) hours

per week without overtime compensation.

49. At all material times set forth herein, Defendants failed to provide uninterrupted meal and rest periods to Plaintiffs and the other aggrieved employees.

50. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees at least minimum wages for all hours worked.

51. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees all wages owed to them upon discharge or resignation.

52. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

53. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees.

54. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees.

55. At all material times set forth herein, Defendants failed to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs.

56. At all material times set forth herein, Defendants failed to properly compensate Plaintiffs and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

57. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against RESCARE WORKFORCE SERVICES, RESCARE, INC.,

BRIGHT SPRING HEALTH SERVICES, EQUUS WORKFORCE SOLUTIONS,

RESCARE HOMECARE, RESCARE RESIDENTIAL SERVICES,

RESCARE CALIFORNIA INC., and DOES 1 through 100)

58. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 57, and each and every part thereof with the same force and effect as though fully set forth herein.

59. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

60. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

61. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

62. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

63. Defendants’ failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

64. Defendants’ failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

65. Defendants' failure to pay legally required minimum wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

66. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

67. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

68. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

69. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

70. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

71. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and

on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

72. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

73. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

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

DATED: March 17, 2021

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwanian
Attorneys for Plaintiffs