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

ANDREA BRAZELL and NICHOLE SMITH,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

OROVILLE HOSPITAL, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV00573

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE § 226;
- (2) VIOLATION OF LABOR CODE §§ 201-203, 226.7 AND 512;
- (3) VIOLATION OF LABOR CODE § 2802;
- (4) VIOLATION OF LABOR CODE §§ 201-204, 510, 558, 1174, 1194, 1198 AND 1199 AND WAGE ORDER NO. 5-2001;
- (5) VIOLATION OF BUS. & PROF. CODE § 17200, *ET SEQ.*; AND
- (6) VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

DEMAND OVER \$25,000



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1 Plaintiffs Andrea Brazell (“Brazell”) and Nichole Smith (“Smith”) (collectively, “Plaintiffs”)
2 hereby submit this Second Amended Class Action Complaint against Defendants Oroville Hospital, a
3 California corporation (“Defendant” or the “Company”), and Does 1-50 (hereinafter collectively
4 referred to as “Defendants”), individually and on behalf of a class of all other similarly situated
5 current and former employees of Defendants for penalties and/or damages for failure to provide
6 accurate itemized wage statements, pay reporting time wages, reimburse business expenses, and
7 provide off-duty meal periods as follows:

8 **INTRODUCTION**

9 1. This class action is within the Court’s jurisdiction under California Labor Code §§ 201-
10 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1198, 1199, 2698, *et seq.*, and 2802, the Unfair
11 Competition Law (the “UCL”), Business & Professions Code § 17200, *et seq.*, and the applicable
12 Wage Orders of the Industrial and Welfare Commission (the “IWC”).

13 2. This Complaint challenges systemic illegal employment practices resulting in
14 violations of the California Labor Code, IWC Wage Orders, and the UCL against employees of
15 Defendants.

16 3. Plaintiffs are informed and believe and based thereon allege that Defendants jointly and
17 severally have acted intentionally and with deliberate indifference and conscious disregard to the
18 rights of all employees by failing to provide accurate itemized wage statements to these employees.

19 4. Plaintiffs are informed and believe and based thereon allege that Defendants have acted
20 willfully in violating the Labor Code in failing to provide off-duty meal periods as required by law
21 and/or to pay the requisite premium wages for said meal period violations, pay reporting time wages
22 and reimburse business expenses.

23 5. The policies, practices and customs of defendants described above and below have
24 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
25 routinely adhere to the strictures of the California Labor Code and the California Business and
26 Professions Code.

27 **JURISDICTION AND VENUE**

28 6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-204,

1 226, 226.7, 510, 512, 558, 1174, 1194, 1198, 1199, 2698, *et seq.*, and 2802, the IWC Wage Orders,
2 the UCL.

3 7. Venue is proper in Butte County because Plaintiffs worked for Defendant in the City of
4 Oroville in the County of Butte.

5 **PARTIES**

6 8. Brazell began employment with Defendant in or around March 2020, and her last day
7 of employment was on or about May 7, 2020. Brazell worked for Defendant as a non-exempt Patient
8 Access Clerk. Smith began employment with Defendant on or about August 6, 2016, and her
9 employment ended on or about June 5, 2020. Smith worked as a non-exempt Medical Assistant.
10 Plaintiffs were and are victims of the policies, practices, and customs of Defendants complained of in
11 this action in ways that have deprived Plaintiffs of the rights guaranteed by Labor Code §§ 201-204,
12 226, 226.7, 510, 512, 558, 1174, 1194, 1198, 1199, 2698, *et seq.*, and 2802, the IWC Wage Orders,
13 the UCL.

14 9. Plaintiffs are informed and believe and based thereon allege that Defendant was and is
15 a corporation doing business in the State of California. Plaintiffs are informed and believe and based
16 thereon allege Defendant maintains healthcare facilities in the City of Oroville.

17 10. Plaintiffs are informed and believe and based thereon allege that at all times herein
18 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
19 partnerships, licensed to do business and actually doing business in the State of California.

20 11. As such, and based upon all the facts and circumstances incident to Defendants'
21 business in California, Defendants are subject to Labor Code §§ 201-204, 226, 226.7, 510, 512, 558,
22 1174, 1194, 1198, 1199, 2698, *et seq.*, and 2802, the IWC Wage Orders, the UCL.

23 12. Plaintiffs do not know the true names or capacities, whether individual, partner or
24 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
25 Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this complaint
26 when the true names and capacities are known. Plaintiffs are informed and believe and based thereon
27 allege that each of said fictitious Defendants was responsible in some way for the matters alleged
28 herein and proximately caused Plaintiffs and members of the general public and class to be subject to

1 the illegal employment practices, wrongs and injuries complained of herein.

2 13. At all times herein mentioned, each of said Defendants participated in the doing of the
3 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
4 and each of them, were the agents, servants and employees of each of the other Defendants, as well as
5 the agents of all Defendants, and at all times herein mentioned, were acting within the course and
6 scope of said agency and employment.

7 14. Plaintiffs are informed and believe and based thereon allege that at all times material
8 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer
9 of, or working in concert with each of the other co-Defendants and was acting within the course and
10 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,
11 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
12 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

13 15. At all times herein mentioned, Defendants, and each of them, were members of, and
14 engaged in, a joint venture, partnership and common enterprise, and acting within the course and
15 scope of, and in pursuance of, said joint venture, partnership and common enterprise.

16 16. At all times herein mentioned, the acts and omissions of various Defendants, and each
17 of them, concurred and contributed to the various acts and omissions of each and all of the other
18 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein
19 mentioned, Defendants, and each of them, ratified each and every act or omission complained of
20 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts
21 and omissions of each and all of the other Defendants in proximately causing the damages as herein
22 alleged.

23 CLASS ACTION ALLEGATIONS

24 17. **Definition:** The named Plaintiffs seek class certification, pursuant to California Code
25 of Civil Procedure § 382, of the following classes and subclass:

26 a. All of Defendant's past and present non-exempt California employees who
27 worked for Defendant at any time from September 14, 2016, through the present ("CLASS").

28 b. All of Defendant's past and present California employees who were paid any

1 wages at any time from September 14, 2019, through the present (“WAGE STATEMENT
2 CLASS”);

3 c. All of Defendant’s past and present non-exempt California employees who
4 worked for Defendant and was paid any shift differential and/or shift premium wages at any
5 time from September 14, 2019, through the present (“SHIFT PREMIUM WAGE
6 STATEMENT SUB-CLASS”); and

7 d. All of Defendant’s past and present non-exempt California employees who
8 worked any shift longer than 5 hours at any time from September 14, 2016, through the present
9 (“MEAL PERIOD CLASS”).

10 18. **Numerosity and Ascertainability:** The members of the Class are so numerous that
11 joinder of all members would be impractical, if not impossible. The identity of the members of the
12 Class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiffs
13 are informed and believe and based thereon allege that Defendants failed to: (a) provide accurate
14 itemized wage statements in violation of Labor Code § 226; (b) provide off-duty meal periods in
15 violation of Labor Code §§ 201-203, 226, 226.7, and 512, and the IWC Wage Orders; pay reporting
16 time wages in violation of Labor Code §§ 201-204, 510, 558, 1174, 1198, and 1199, and Wage Order
17 No. 5-2001(5); and (c) reimburse business expenses in violation of Labor Code § 2802.

18 19. **Adequacy of Representation:** The named Plaintiffs are fully prepared to take all
19 necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiffs’
20 attorneys are ready, willing and able to fully and adequately represent the class and individual
21 Plaintiffs. Plaintiffs’ attorneys have prosecuted and settled wage-and-hour class actions in the past
22 and currently have a number of wage-and-hour class actions pending in California courts.

23 20. Defendants uniformly administered a corporate policy, practice of failing to: (a)
24 provide accurate itemized wage statements in violation of Labor Code § 226; (b) provide off-duty
25 meal periods in violation of Labor Code §§ 201-203, 226, 226.7, and 512, and the IWC Wage Orders;
26 pay reporting time wages in violation of Labor Code §§ 201-204, 510, 558, 1174, 1198, and 1199, and
27 Wage Order No. 5-2001(5); and (c) reimburse business expenses in violation of Labor Code § 2802.

28 21. **Common Question of Law and Fact:** There are predominant common questions of

1 law and fact and a community of interest amongst Plaintiffs and the claims of the Class concerning
2 Defendants failing to: (a) provide accurate itemized wage statements in violation of Labor Code §
3 226; (b) provide off-duty meal periods in violation of Labor Code §§ 201-203, 226, 226.7, and 512,
4 and the IWC Wage Orders; pay reporting time wages in violation of Labor Code §§ 201-204, 510,
5 558, 1174, 1198, and 1199, and Wage Order No. 5-2001(5); and (c) reimburse business expenses in
6 violation of Labor Code § 2802.

7 **22. Typicality:** The claims of Plaintiffs are typical of the claims of all members of the
8 Class in that Plaintiffs have suffered the harm alleged in this Complaint in a similar and typical
9 manner as the Class members. Plaintiffs are victims of Defendant's violation Labor Code § 226.
10 Plaintiffs' wage statements did not identify the correct total hours worked. In particular, whenever
11 shift differential/premium wages were paid, the wage statements issued by Defendant did not identify
12 the accurate total hours worked. Similarly, when the hours shown on the wage statements are added
13 up, they do not appear to add up to the actual total hours worked. Second, whenever wages were paid
14 to Plaintiffs and Class Members, the wage statements issued by Defendant did not identify the
15 accurate pay period start date that for which the wages were being paid. Rather, whenever wages were
16 paid, the wage statements only identified the period end date. Plaintiffs are also victims of
17 Defendant's violations of Labor Code §§ 201-203, 226.7, and 512, the IWC Wage Orders, and the
18 UCL. Defendant violated Labor Code §§ 201-203, 226.7 and 512 by not providing a duty-free 30-
19 minute meal period within the first 5 hours of work for shifts in excess of 5 hours to Plaintiffs and
20 Class Members. Due to staffing issues, Plaintiffs and Class Members routinely were not allowed to
21 take a full 30 minutes for their meal breaks within the first 5 hours of their work shifts. Plaintiffs were
22 also not paid reporting time wages as required by Labor Code §§ 201-204, 510, 558, 1174, 1198, and
23 1199, and Wage Order No. 5-2001(5). Whenever Defendant cancelled Plaintiffs and Class Members'
24 work shifts early without having worked at least half of their scheduled shifts, Plaintiffs and Class
25 Members were not paid at least half of their scheduled shift. Further, as a result of such violations, the
26 total wages earned and total hours worked as shown on Plaintiffs and Class Members' wage
27 statements were inaccurate in violation of Labor Code § 226. Plaintiffs and Class Members were also
28 not reimbursed for business expenses in violation of Labor Code § 2802. Specifically, Plaintiffs and

1 Class Members were required to use their personal cell phones for their work. Defendant, however,
2 did not reimburse Plaintiffs and Class Members for these cell phone costs. As such, Plaintiffs are
3 members of the Class and has suffered the alleged violations of California Labor Code § 201-204,
4 226, 226.7, 510, 512, 558, 1174, 1194, 1198, 1199, 2698, *et seq.*, and 2802, the IWC Wage Orders
5 and the UCL.

6 23. The California Labor Code and upon which Plaintiffs base these claims is broadly
7 remedial in nature. These laws and labor standards serve an important public interest in establishing
8 minimum working conditions and standards in California. These laws and labor standards protect the
9 average working employee from exploitation by employers who may seek to take advantage of
10 superior economic and bargaining power in setting onerous terms and conditions of employment.

11 24. The nature of this action and the format of laws available to Plaintiffs and members of
12 the Class identified herein make the class action format a particularly efficient and appropriate
13 procedure to redress the wrongs alleged herein. If each employee were required to file an individual
14 lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it would
15 be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
16 superior financial and legal resources. Requiring each Class member to pursue an individual remedy
17 would also discourage the assertion of lawful claims by employees who would be disinclined to file an
18 action against their former and/or current employer for real and justifiable fear of retaliation and
19 permanent damage to their careers at subsequent employment.

20 25. The prosecution of separate actions by the individual class members, even if possible,
21 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
22 Class members against the Defendants and which would establish potentially incompatible standards
23 of conduct for the Defendants, and/or (b) adjudications with respect to individual Class members
24 which would, as a practical matter, be dispositive of the interest of the other Class members not parties
25 to the adjudications or which would substantially impair or impede the ability of the Class members to
26 protect their interests. Further, the claims of the individual members of the Class are not sufficiently
27 large to warrant vigorous individual prosecution considering all of the concomitant costs and
28 expenses.

1 26. Such a pattern, practice and uniform administration of corporate policy regarding
2 illegal employee compensation described herein is unlawful and creates an entitlement to recovery by
3 the Plaintiffs and the Class identified herein, in a civil action, for unpaid overtime, including interest
4 thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
5 California Labor Code § 218.5, 226, 1194, and 2699, and Code of Civil Procedure § 1021.5.

6 27. Proof of a common business practice or factual pattern, which the named Plaintiffs
7 experienced and are representative of, will establish the right of each of the members of the Class to
8 recovery on the causes of action alleged herein.

9 28. The Class is commonly entitled to a specific fund with respect to the compensation
10 illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those
11 funds being improperly withheld by Defendants. This action is brought for the benefit of the entire
12 class and will result in the creation of a common fund.

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE § 226**

15 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS AND THE CLASS, WAGE STATEMENT**
16 **CLASS AND SHIFT PREMIUM WAGE STATEMENT SUB-CLASS)**

17 29. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
18 fully set forth herein.

19 30. Defendants failed in their affirmative obligation to provide accurate itemized wage
20 statements. Labor Code § 226 requires that an employer provide an itemized wage statement every
21 time wages are paid to an employee. Here, Defendants violated Labor Code § 226 by failing to list the
22 accurate total hours worked. In particular, whenever shift differential/premium wages were paid, the
23 wage statements issued by Defendant did not identify the accurate total hours worked. Similarly, when
24 the hours shown on the wage statements are added up, they do not appear to add up to the actual total
25 hours worked. Second, whenever wages were paid to Plaintiffs and Class Members, the wage
26 statements issued by the Company did not identify the accurate pay period start date that for which the
27 wages were being paid. Rather, whenever wages were paid, the wage statements only identified the
28 period end date. Plaintiffs are informed and believe and based thereon allege that non-exempt

1 employees who were paid any shift differentials received wage statements in the same format, i.e.,
2 showing an incorrect total hours worked and that all employees (both exempt and non-exempt) were
3 issued defective wage statements that omitted the pay period start date. Further, as alleged herein,
4 Defendant failed to pay reporting time pay as required by Labor Code §§ 201-204, 510, 558, 1174,
5 1198, and 1199, and Wage Order No. 5-2001(5). Thus, the hours worked and hourly rates, gross and
6 net wages are inaccurate due to Defendant's failure to pay reporting time pay.

7 31. Such a pattern, practice and uniform administration of corporate policy as described
8 herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class identified
9 herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest
10 thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

11 **SECOND CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE §§ 201-203, 226.7 AND 512**

13 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS, THE CLASS AND THE MEAL PERIOD**
14 **CLASS)**

15 32. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
16 fully set forth herein.

17 33. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, which
18 require an employer to provide a 30-minute off-duty meal period within the first five hours of work.

19 34. Plaintiffs are informed and believe and based thereon allege that Defendant failed to
20 provide compliant meal periods to Plaintiffs and the Class, including with respect to the timing of the
21 meal periods. Defendant violated Labor Code §§ 201-203, 226.7 and 512 by not providing a duty-free
22 30-minute meal period within the first 5 hours of work for shifts in excess of 5 hours to Plaintiffs and
23 Class Members. Due to staffing issues, Plaintiffs and Class Members routinely were not allowed to
24 take a full 30 minutes for their meal breaks within the first 5 hours of their work shifts.

25 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants' willful
26 failure to provide all meal period premium pay and/or wages due and owing them upon separation
27 from employment results in a continued payment of wages up to thirty (30) days from the time the
28 wages were due. Therefore, Plaintiffs and other members of the Class who have separated from

1 employment are entitled to compensation pursuant to Labor Code § 203.

2 36. Such a pattern, practice and uniform administration of corporate policy as described
3 herein is unlawful and creates an entitlement to recovery by the Plaintiffs and Class Members
4 identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation
5 pursuant to Labor Code §§ 201, 202, 203, 226.7 and 512, and the applicable IWC Wage Order,
6 including interest thereon, penalties, and costs of suit.

7 **THIRD CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE § 2802**

9 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

10 37. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
11 fully set forth herein.

12 38. This cause of action is brought pursuant to Labor Code § 2802, which provides that
13 employees are entitled to be indemnified for expenses and losses in discharging the duties of their
14 employers. During the relevant time-period, Defendants, on a company-wide basis, required that
15 Plaintiffs and Class Members use their own personal cellular phones and/or cellular phone data to
16 carry out their job duties, but Defendants failed to reimburse them for the costs of their work-related
17 cell phone expenses. Although Defendants required Plaintiffs to regularly utilize their personal
18 cellular phones to carry out work-related responsibilities, Defendants failed to reimburse Plaintiffs in
19 full for this cost.

20 39. Defendants engaged in a systematic, company-wide policy to not reimburse its Class
21 Members for necessary business expenses. Defendants could have provided Plaintiffs and Class
22 Members with the actual tools for use on the job, including company phones, or reimbursed
23 employees for their cellular phone usage, but instead, Defendants passed these operating costs off onto
24 Plaintiffs and Class Members.

25 40. Defendants' company-wide policy and/or practice of passing its operating costs on to
26 Plaintiffs and Class Members is in violation of California Labor Code section 2802. Defendants have
27 intentionally and willfully failed to fully reimburse Plaintiffs and Class Members for necessary
28 business-related expenses and costs.

1 41. Plaintiffs and other Class Members are therefore entitled to recover damages, penalties,
2 prejudgment interest, attorneys' fees and costs pursuant to Labor Code § 2802.

3 **FOURTH CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE §§ 201-204, 510, 558, 1174, 1194, 1198 AND 1199 AND**
5 **WAGE ORDER NO. 5-2001**

6 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

7 42. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
8 fully set forth herein.

9 43. Wage Order No. 5-2001(5) states as follows: "[e]ach workday an employee is required
10 to report for work and does report, but is not put to work or is furnished less than half said employee's
11 usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work,
12 but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate
13 of pay, which shall not be less than the minimum wage."

14 44. As a pattern and practice, Defendants regularly required Plaintiffs and other members
15 of Class to report to work, but then cancelled their shifts without payment of reporting time wages.
16 Specifically, whenever Defendant cancelled Plaintiffs and Class Members' work shifts early without
17 having worked at least half of their scheduled shifts, Plaintiffs and Class Members were not paid at
18 least half of their scheduled shift. Further, as a result of such violations, the total wages earned and
19 total hours worked as shown on Plaintiffs and Class Members' wage statements were inaccurate in
20 violation of Labor Code § 226.

21 45. Plaintiffs are informed and believe and based thereon allege Defendants willfully failed
22 to pay employees all reporting time wages. Plaintiffs are informed and believe and based thereon
23 allege Defendants' willful failure to provide all reporting time wages due and owing them upon
24 separation from employment results in a continued payment of wages up to thirty (30) days from the
25 time the wages were due. Therefore, all members of the Class who have separated from employment
26 are entitled to compensation pursuant to Labor Code §§ 201-203.

27 46. Such a pattern, practice and uniform administration of corporate policy regarding illegal
28

1 employee compensation as described herein is unlawful and creates an entitlement to recovery by
2 Plaintiffs in a civil action, for the unpaid balance of the full amount of reporting time wages owing,
3 including interest thereon, applicable penalties, attorneys' fees, and costs of suit.

4 **FIFTH CAUSE OF ACTION**

5 **VIOLATION OF BUS. & PROF. CODE § 17200, *ET SEQ.***

6 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS AND THE CLASS AND MEAL PERIOD**
7 **CLASS)**

8 47. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
9 fully set forth herein.

10 48. Defendant has engaged and continue to engage in unfair and unlawful business
11 practices in California by practicing, employing and utilizing the employment practices outlined
12 above, include, to wit, by failing to provide off-duty meal periods, pay reporting time wages, and
13 reimburse business expenses in violation of the California Labor Code and applicable IWC Wage
14 Orders.

15 49. Defendant's utilization of such unfair and unlawful business practices constitutes
16 unfair, unlawful competition and provides an unfair advantage over Defendant's competitors.

17 50. Plaintiffs seek individually and on behalf of other members of the Class similarly
18 situated, full restitution of monies, as necessary and according to proof, to restore any and all monies
19 withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of
20 herein. Plaintiffs also seek injunctive relief to enjoin the unfair business practices alleged herein.

21 51. Plaintiffs are informed and believe, and based thereon allege, that at all times herein
22 mentioned Defendant has engaged in unlawful, deceptive and unfair business practices, as proscribed
23 by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above
24 thereby depriving Plaintiffs and other members of the Class the minimum working condition standards
25 and conditions due to them under the California laws and the applicable IWC Wage Orders as
26 specifically described therein.

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1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

3 **(BY PLAINTIFFS AS PROXIES FOR STATE OF CALIFORNIA AGAINST ALL**
4 **DEFENDANTS)**

5 52. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
6 fully set forth herein.

7 53. Plaintiffs hereby bring this cause of action for violation of PAGA as proxies for the
8 State of California and in this capacity, seek penalties on behalf of all Aggrieved Employees from
9 September 14, 2019, through the present, for Defendant's violations of Labor Code sections 201-204,
10 226, 226.7, 510, 512, 558, 1174, 1194, 1198, 1199, arising from Defendant's practice and policy of
11 failing to: (a) provide proper meal breaks; (b) provide accurate, itemized wage statements; (c) pay
12 reporting time wages; and (d) reimburse business expenses.

13 54. Based on the above-stated Labor Code violations, Plaintiffs are "aggrieved employees"
14 as defined in Labor Code section 2699(a). As such, Plaintiffs bring this cause of action on behalf of
15 the State of California for violations committed against all similarly situated Aggrieved Employees of
16 Defendants.

17 55. On or about March 11, 2021, Brazell sent written notice to the California Labor &
18 Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code sections 201,
19 202, 203, 226, 226.7, 512, pursuant to PAGA. On or about March 16, 2021, Smith sent written notice
20 to the LWDA of Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1198,
21 1199, 2802, and Wage Order No. 5-2001(7) and (11). As of the date of the filing of this Complaint,
22 the LWDA has yet to provide notice to Plaintiffs as to whether it intends to investigate the violations
23 provided for in the written notice. In addition to the LWDA, Plaintiffs also sent their written notices to
24 Defendant via certified mail according to Labor Code section 2699.3.

25 56. As such, pursuant to Labor Code section 2699(a), Plaintiffs seek recovery of any and
26 all applicable civil penalties for Defendant's violation of Labor Code sections 201-204, 226, 226.7,
27 510, 512, 1174, 1198, 1199, 2802, and Wage Order No. 5-2001(7) and (11), for the time period
28 described above, on behalf of the State of California and other Aggrieved Employees.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment individually and all others on whose behalf this
3 suit is brought against Defendants, jointly and severally, as follows:

- 4 1. For an order certifying the proposed Classes and Subclasses;
- 5 2. For an order appointing Plaintiffs as the representative of the Class as described herein;
- 6 3. For an order appointing counsel for Plaintiffs as Class counsel;
- 7 4. Upon the First Cause of Action, for damages and/or penalties pursuant to statute as set
8 forth in California Labor Code § 226, and for costs and attorneys' fees;
- 9 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to statute as
10 set forth in California Labor Code §§ 201-203, 226, 226.7, and 512, and for costs;
- 11 6. Upon the Third Cause of Action, for damages and/or penalties, attorneys' fees and
12 costs as set forth in Labor Code § 2802;
- 13 7. Upon the Fourth Cause of Action, for unpaid wages, damages and/or penalties,
14 attorneys' fees and costs as set forth in Labor Code §§ 201-204, 218.5, 226, 510, 558, 1174, 1198, and
15 1199, and Wage Order No. 5-2001(5);
- 16 8. Upon the Fifth Cause of Action, for restitution in the form of unpaid meal period
17 premium wages and any available injunctive relief to enjoin the unfair business practices, and for
18 costs;
- 19 9. Upon the Sixth Cause of Action, for civil penalties, attorneys' fees and costs pursuant
20 to Labor Code §§ 226.3 and 2699;
- 21 10. On all causes of action, for attorneys' fees and costs as provided by California Labor
22 Code §§ 218.5, 226, and 2699, and Code of Civil Procedure § 1021.5; and
- 23 11. For such other and further relief as the Court may deem just and proper.
- 24

25 DATED: July 15, 2021

DIVERSITY LAW GROUP, P.C.

26 By: 
27 Larry W. Lee
28 Attorneys for Plaintiffs and the Class