

GRAHAMHOLLIS APC
Graham S.P. Hollis (SBN 120577)
ghollis@grahamhollis.com
Vilmarie Cordero (SBN 268860)
vcordero@grahamhollis.com
Nathan J. Reese (SBN 283150)
nreese@grahamhollis.com
3555 Fifth Avenue Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiffs FELINO BELOSTRINO,
LEANDRO BELOSTRINO, MELENCIA
BELOSTRINO, ARMANDO APOSTOL, MILAGROS
DE LA CRUZ and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Case No.: 37-2021-00023541-CU-OE-CTL

FELINO BELOSTRINO, LEANDRO
BELOSTRINO, MELENCIA BELOSTRINO,
ARMANDO APOSTOL, MILAGROS DE LA
CRUZ on behalf of all current and former
similarly situated employees and/or all
aggrieved employees of DEFENDANTS in the
State of California,

Plaintiffs,

v.

ANNE'S PLACE ASSISTED LIVING LLC, a
limited liability company; ANNE'S PLACE
ASSISTED LIVING II LLC, a limited liability
company; ANA OSBORNE, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Unlimited Civil
Amount Demanded exceeds \$25,000.00
INDIVIDUAL AND CLASS ACTION
COMPLAINT
[Cal. Code Civ. Proc. § 382]

1. Failure to Provide Meal Periods;
2. Failure to Provide Rest Periods;
3. Failure to Pay Minimum and Regular Wages;
4. Failure to Pay All Overtime Wages;
5. Failure to Indemnify All Necessary Expenditures;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Timely Pay All Wages Due Upon Separation of Employment;
8. Violation of Business & Professions Code §17200, *et seq.*; and

REPRESENTATIVE ACTION FOR PAGA
PENALTIES

9. Violation of the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*;

– JURY TRIAL DEMANDED –

1 Plaintiffs FELINO BELOSTRINO, LEANDRO BELOSTRINO, MELENCIA BELOSTRINO
2 ARMANDO APOSTOL, AND MILAGROS DE LA CRUZ (“Plaintiffs”), on behalf of all other similarly
3 situated employees of Defendants Anne’s Place Assisted Living LLC, Inc. (“APAL LLC”); Anne’s Place
4 Assisted Living II LLC (“APAL II LLC”); Ana Osborne, an individual doing business as Anne’s Place II,
5 Anne’s Place IV, and Joy and Jay Home Care; and DOES 1 through 50, inclusive, (collectively
6 “Defendants”) alleges as follows:

7 **I. INTRODUCTION**

8 1. Plaintiffs Felino Belostrino, Leandro Belostrino, Melencia Belostrino, Armando Apostol,
9 and Milagros De La Cruz bring this individual and putative class action against Defendants Anne’s Place
10 Assisted Living LLC, Inc.; Anne’s Place Assisted Living LLC, II Inc.; Ana Osborne doing business as
11 Anne’s Place II, Anne’s Place IV, and Joy and Jay Home Care; and DOES 1 through 50, inclusive.
12 Plaintiffs bring these claims against Defendants for engaging in a pattern of wage and hour violations
13 under the California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage
14 Orders.

15 2. Plaintiffs bring this action on behalf of all current and former non-exempt employees who
16 were employed by Defendants in the State of California and performed caregiver duties during the
17 applicable relevant time period (hereinafter “similarly situated employees”).

18 3. Plaintiffs Leandro Belostrino and Melencia Belostrino also bring this representative action
19 pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”)
20 against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code
21 and the applicable IWC Wage Order.

22 4. Plaintiffs Leandro Belostrino and Melencia Belostrino bring this action pursuant to PAGA
23 on behalf of all other current and former non-exempt employees of Defendants in the State of California
24 who have suffered at least one of the Labor Code violations described herein during the applicable relevant
25 time period (hereinafter “aggrieved employees”).

26 5. Plaintiffs are informed and believe, and on that basis allege, that Defendants decreased
27 their employment-related costs by systematically violating California wage and hour laws and engaging
28 in unlawful and unfair business practices.

6. Defendants' systematic pattern of Labor Code and IWC Wage Order violations toward Plaintiffs and other similarly situated and/or aggrieved employees in California include, but are not limited to:

- a. Failure to provide meal periods;
- b. Failure to provide rest periods;
- c. Failure to pay meal and rest premium wages;
- d. Failure to pay minimum and regular wages for all hours worked;
- e. Failure to pay overtime wages;
- f. Failure to provide accurate itemized wage statements;
- g. Failure to indemnify employees for work-related expenses incurred in discharging their duties; and
- h. Failure to timely pay all wages due upon separation of employment.

7. Plaintiffs bring this lawsuit seeking restitution, injunctive and monetary relief against Defendants, on behalf of themselves and all other similarly situated employees in California, to recover, among other things, unpaid wages, benefits, expenses, interest, attorney's fees, damages, liquidated damages, and costs pursuant to Labor Code §§ 201, 202, 203, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802, the Private Attorney General Act, California Labor Code § 2698, *et seq.*, the Business and Professions Code §§17200, *et seq.*, and the provisions of the applicable IWC Wage Order.

8. Plaintiffs reserve the right to name additional class representatives throughout the State of California.

II. PARTIES

A. Plaintiffs

9. Plaintiff Felino Belostrino is a former employee of Ana Osborne doing business as Joy and Jay Home Care, who, at all relevant times, was employed as a non-exempt caregiver and worked out of Defendants' assisted living home in San Diego, California.

10. Plaintiff Leandro Belostrino is a former employee of Defendants, who at all relevant times was employed as a non-exempt caregiver and worked out of Defendants' assisted living home in San

Diego and Escondido, California.

11. Plaintiff Armando Apostol is a former employee of Defendants, who at all relevant times was employed as a nonexempt caregiver and worked out of Defendants' assisted living home in San Diego, California.

12. Plaintiff Milagros De La Cruz is a former employee of Defendants, who, at all relevant times, was employed as a non-exempt caregiver and worked out of Defendants' assisted living home in San Diego and Escondido, California.

13. Plaintiff Melencia Belostrino is a former employee of Defendants, who, at all relevant times, was employed as a non-exempt caregiver and worked out of Defendants' assisted living home in San Diego and Escondido, California.

14. Plaintiffs are residents of the State of California and currently reside in San Diego, California.

15. Plaintiffs are "aggrieved employee[s]" within the meaning of Labor Code § 2699(c) because they were employed by Defendants and suffered one or more of the Labor Code violations committed by Defendants.

16. At all relevant times, Plaintiffs and, on information and belief, other similarly situated and/or aggrieved employees of Defendants in California were subject to the same policies, practices, and procedures governing their employment and their payment of wages and hours worked.

B. Defendants

17. Defendant Anne's Place Assisted Living LLC provides personal care, housing, and support services to the elderly.

18. Defendant Anne's Place Assisted Living LLC is a limited liability company organized under the laws of the State of California and has its principal place of business in San Diego, California.

19. Defendant Anne's Place Assisted Living II, LLC provides personal care, housing, and support services to the elderly.

20. Defendant Anne's Place Assisted Living II, LLC is a limited liability company organized under the laws of the State of California and has its principal place of business in Escondido, California.

21. Prior to their organization and creation as limited liability companies, Anne's Place

1 Assisted Living LLC and Anne's Place Assisted Living II LLC were operated by Ana Osborne, an
2 individual, as a sole proprietor.

3 22. Defendant Ana Osborne, an individual, is or was during the relevant period doing business
4 as Joy and Jay Home Care, Anne's Place II, and Anne's Place IV.

5 23. Defendant Ana Osborne, doing business as Joy and Jay Home Care, Anne's Place II, and
6 Anne's Place IV operates businesses that provides personal care, housing and support services to the
7 elderly. On information and belief, Ana Osborne, an individual, a sole proprietor.

8 24. On information and belief, although the Defendants operate multiple assisted living
9 facilities, they are all operated under as joint employer, single enterprise, or integrated enterprise under
10 the control of Ana Osborne.

11 25. Defendants' wrongful conduct, as alleged herein, occurred in the County of San Diego.

12 26. Plaintiffs are informed and believe, and thereon allege, that each Defendant is, and at all
13 relevant times was, authorized to do business and did business in the State of California, and was
14 Plaintiffs' and other similarly situated and/or aggrieved employees' "employer" as defined in and subject
15 to the California Labor Code and Industrial Welfare Commission Wage Orders.

16 27. Each of the fictitiously named Defendants participated in the acts alleged in this Complaint.
17 The true names and capacities of the Defendants named as DOES 1 through 50, inclusive, are presently
18 unknown to Plaintiffs. Plaintiffs will amend this Complaint, setting forth the true names and capacities of
19 the fictitious Defendants, if and when their true names and capacities are ascertained. Plaintiffs are
20 informed and believe, and on that basis alleges, that each of the fictitious Defendants participated in the
21 acts alleged in this Complaint.

22 28. Plaintiffs and all other similarly situated and/or aggrieved employees are, and at all relevant
23 times were, employees of each Defendants, including DOES 1 through 50, within the meanings set forth
24 in the California Labor Code and applicable Industrial Welfare Commission Wage Order.

25 29. Plaintiffs are informed and believe that at all relevant times, each Defendant, whether
26 named or fictitious, was the agent, employee or other person acting on behalf of every other Defendant,
27 and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or
28 employment and ratified the acts of each other Defendant.

1 30. Plaintiffs are informed and believe that at all relevant times, each Defendant, whether
2 named or fictitious, exercised control over Plaintiffs' and other similarly situated and/or aggrieved
3 employees' wages, hours and/or working conditions.

4 31. Plaintiffs are further informed and believe that at all relevant times, each Defendant,
5 whether named or fictitious, acted as the agent for the other Defendants, carried out a joint scheme,
6 business plan or policy, and the acts of each Defendant are legally attributable to the other Defendants.

7 32. Each Defendant, whether named or fictitious, was the alter ego of each of the other
8 Defendants at all relevant times herein.

9 33. A unity of interest and ownership between each Defendant, whether named or fictitious,
10 exists such that all Defendants acted as a single employer of Plaintiff and all other similarly situated and/or
11 aggrieved employees.

12 34. Defendants, including DOES 1 through 50, were Plaintiffs' employers or persons acting
13 on behalf of Plaintiffs' employer, within the meaning of California Labor Code § 558, who violated or
14 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
15 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are
16 subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant
17 times.

18 35. Defendants, including DOES 1 through 50, were Plaintiffs' employers or persons acting
19 on behalf of Plaintiffs' employer either individually or as an officer, agent, or employee of another person,
20 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee a
21 wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for
22 each underpaid employee.

23 36. Defendants, including DOES 1 through 50, were Plaintiffs' employer or another person
24 acting on behalf of Plaintiff's employer, who violate, or causes to be violated, any provision regulating
25 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violate,
26 or causes to be violated, California Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, and may be
27 held liable as the employer for such violation pursuant to Labor Code §558.1.

28 ///

1 **III. JURISDICTION AND VENUE**

2 37. This Court has subject-matter jurisdiction to hear this case because Plaintiffs are informed
3 and believes that the monetary damages and restitution sought herein for Defendants' conduct exceeds the
4 minimum jurisdictional limits of the Superior Court.

5 38. Venue is proper in San Diego County pursuant to Code of Civil Procedure sections 395(a)
6 and 395.5 because Defendants maintain an office and transact substantial business in San Diego County,
7 Defendants employed Plaintiffs and other similarly situated and/or aggrieved employees in San Diego
8 County, and the unlawful acts alleged herein that arose in San Diego County have a direct effect on
9 Plaintiff and other similarly situated employees within San Diego County.

10 **IV. GENERAL ALLEGATIONS**

11 39. Plaintiff Felino Belostrino is a former non-exempt employee of Defendants who worked
12 as a caregiver at the Joy and Jay Home Care facility in San Diego County from October 2017 to March
13 2019.

14 40. Plaintiff Leandro Belostrino is a former non-exempt employee of Defendants who worked
15 as a caregiver at the Anne's Place II and Anne's Place IV facilities from 2016 to approximately April or
16 May 2020. He also worked at Joy and Jay Home Care in 2017 as a part-time caregiver.

17 41. Plaintiff Melencia Belostrino is a former non-exempt employee of Defendants who worked
18 as a caregiver at the Anne's Place II facility from approximately 2016 to June or July 2020. Melencia
19 Belostrino also worked one or more shifts at Joy and Jay Home Care facility.

20 42. Plaintiff Armando Apostol is a former non-exempt employee of Defendants who worked
21 as a caregiver for Joy and Jay Home Care from approximately 2018 to in or around July or August of
22 2020.

23 43. Plaintiff Milagros De La Cruz is a former non-exempt employee of Defendants who
24 worked as a caregiver for Anne's Place II and Joy and Jay Home Care from approximately November
25 2017 to February 2019.

26 44. The paystubs and/or tax documents issued to Plaintiffs and, on information and belief, other
27 similarly situated and/or aggrieved employees would identify other Defendants as their employer
28 regardless of which facilities at which they actually worked during the relevant period.

45. Plaintiffs typically worked shifts of 12-hours or more.

46. As caregivers at both Anne's Place and Joy and Jay Home Care, Plaintiffs' duties included, assisting members with their day-to-day living and cleaning the property.

47. Defendants compensated Plaintiffs on a piece-rate basis, where, at all relevant times, they were compensated at a flat sum for each shift they worked.

48. Defendants denied Plaintiffs and other similarly situated and/or aggrieved employees of Defendants certain rights afforded to them under the California Labor Code and Industrial Welfare Commission Wage Orders. Specifically, Defendants did not properly compensate Plaintiffs and other similarly situated and/or aggrieved employees for all hours worked, failed to provide compliant meal and rest periods, failed to maintain accurate records, failed to provide accurate itemized wage statements, failed to reimburse for all necessary expenses, and did not pay all wages due and owing by the times set forth by law.

49. Plaintiffs and other similarly situated and/or aggrieved employees were required to oversee the care of elderly individuals, who needed constant care and supervision.

50. Plaintiffs and other similarly situated and/or aggrieved employees of Defendants did not sign a valid on-duty meal period agreement at any point during their employment with Defendants, nor did they properly waive any of their meal periods.

51. Nonetheless, Defendants had a pattern and practice of not providing Plaintiff and other similarly situated and/or aggrieved employees with legally compliant off-duty meal periods, even though Plaintiff and other similarly situated employees typically worked more than six (6) hours during their workday.

Pursuant to Defendants' policies and procedures, Plaintiff and other similarly situated and/or aggrieved employees of Defendants were regularly required to remain on duty at all times during their shift, including their meal periods. Rather, Defendants required Plaintiffs and other similarly situated and/or aggrieved employees to work through their meal periods, receive less than 30-minute meal periods, take interrupted meal periods, or did not allow them to take meal periods before the end of their fifth hour of work. Plaintiffs and other similarly situated and/or aggrieved employees were responsible for overseeing residents and the operations of the living facility during the entirety of their workday. They were always

1 responsible for responding to needs of the residents of the facilities, including during so-called breaks. In
2 addition, employees working the night shift were not allowed to leave the facility premises during the
3 entirety of their twelve (12) hour shift. As a result, Plaintiffs and other similarly situated and/or aggrieved
4 employees were required to remain on duty during their entire shift, including meal periods.

5 52. Although Plaintiffs and other similarly situated and/or aggrieved employees did not receive
6 legally compliant meal periods, Defendants did not pay Plaintiffs and other similarly situated and/or
7 aggrieved employees the additional one hour of pay at the employee's regular rate of pay as required under
8 Labor Code § 226.7 and the applicable IWC Wage Order. As such, Defendants owe Plaintiffs and other
9 similarly situated and/or aggrieved employees a meal period premium for each work day that Plaintiffs
10 and other similarly situated and/or aggrieved employees were not provided with compliant meal periods.

11 53. For the same reasons, Defendants also did not authorize or permit Plaintiffs and other
12 similarly situated and/or aggrieved employees to take ten-minute, uninterrupted rest periods every four
13 hours worked or major fraction thereof. Plaintiffs and other similarly situated and/or aggrieved employees
14 were not provided with compliant rest periods during their employment.

15 54. Despite the fact that Plaintiffs and other similarly situated and/or aggrieved employees did
16 not receive rest periods, Defendants did not pay them the additional one hour pay at their regular rate of
17 pay as required under Labor Code § 226.7 and the applicable IWC Wage Order. As such, Defendants owe
18 Plaintiffs and other similarly situated and/or aggrieved employees a rest period premium for each work
19 day that Plaintiffs and other similarly situated and/or aggrieved employees were not provided with
20 compliant rest periods.

21 55. Furthermore, Plaintiffs and other similarly situated and/or aggrieved employees were not
22 paid all minimum, regular, and overtime wages because Defendants failed to record the actual start and
23 end time of their shifts and meal periods and failed to pay them for various tasks they performed while
24 off-the-clock. Defendants had an illegal policy of paying Plaintiffs and other similarly situated and/or
25 aggrieved employees a flat sum, which was equivalent to their scheduled work hours rather than the actual
26 hours they worked. Nevertheless, Plaintiffs and other similarly situated and/or aggrieved employees
27 performed work before they were officially clocked in for work and after they were officially clocked out
28 for work. For instance, when the morning shift arrived, the individuals working the night shift would need

1 to continue working after 6:00 am and assist the morning shift with the residents, including waking them
2 and getting them out bed. Some of the residents required multiple people to get them out of bed in the
3 morning. Although there were two employees scheduled to work during the day shift, one individual was
4 responsible for preparing breakfast in the morning. As such, the employee working the evening shift was
5 required to continue working past 6:00 am to assist the other day shift employees with waking residents
6 and getting them out of bed in the morning. As a result, Plaintiffs and other similarly situated and/or
7 aggrieved employees did not receive the statutory minimum wage for all time suffered or permitted to
8 work, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a
9 workday and forty hours in a workweek or double-time compensation for all hours worked after the twelfth
10 hour in a workday.

11 56. Defendants also failed to reimburse Plaintiffs and other similarly situated and/or aggrieved
12 employees for all necessary expenses that were incurred directly in the discharge of their duties of
13 employment. For example, Plaintiffs and other similarly situated and/or aggrieved employees use their
14 personal cell phones to communicate with supervisors and co-workers in the performance of their job
15 duties. Plaintiffs and other similarly situated and/or aggrieved employees did not receive any
16 reimbursement for the use of their personal cell phones, as required by California law.

17 57. In addition, Defendants automatically deducted money for meals from the wages of
18 Plaintiffs and other similarly situated and/or aggrieved employees in violation of Labor Code § 221.
19 Defendants required Plaintiffs and other similarly situated and/or aggrieved employees to sign agreements
20 permitting the deductions of amounts from their wages for meals. However, Plaintiffs and other similarly
21 situated and/or aggrieved employees were forced to sign said agreements as a condition of employment.
22 Moreover, some aggrieved employees refused to sign said agreements, yet Defendants still deducted
23 amounts from their wages for meals.

24 58. As a direct result of Defendants' illegal policies and procedures, Defendants further failed
25 to maintain accurate records reflecting all of Plaintiffs' and other similarly situated and/or aggrieved
26 employees' time worked and wages paid, in violation of California law. For example, Defendants failed
27 to record the actual start and end time of Plaintiffs' and other similarly situated and/or aggrieved
28 employees' work periods and meal periods. In addition, Defendants failed to issue wage statements with

1 all information required by Labor Code § 226. The wage statements issued by Defendants did not include
2 the accurate total regular and overtime hours worked, the applicable hourly rates and corresponding
3 number of hours worked at each hourly rate, or the correct amount of gross and net wages earned as
4 required under Labor Code § 226. In addition, the wage statements of Plaintiffs and other similarly situated
5 and/or aggrieved employees failed to contain *only* the last four digits of Plaintiffs' and other similarly
6 situated and/or aggrieved employees' social security numbers or employee identification numbers other
7 than social security numbers.

8 59. Lastly, as a direct result of the aforementioned Labor Code violations, Defendants failed
9 to timely pay Plaintiffs and other similarly situated and/or aggrieved employees all wages due and payable
10 during and upon separation of employment, including minimum, regular, and overtimes wages for all
11 hours worked, and meal and rest period premium wages, as required pursuant to Labor Code §§ 201, 202
12 and 204.

13 60. Due to the foregoing Labor Code violations, Defendants denied Plaintiffs and other
14 similarly situated and/or aggrieved employees certain rights afforded them under the California Labor
15 Code and IWC Wage Orders. Plaintiffs makes these claims against Defendants on behalf of themselves
16 and all other aggrieved current and former employees of Defendants in California.

17 61. Based on the foregoing violations of the Labor Code and IWC Wage Order, Defendants
18 engaged in unfair business practices in California and willingly and knowingly engaged in employment
19 patterns and practices that violated Business & Professions Code section 17200 *et seq.*, and Plaintiffs and
20 other similarly situated and/or aggrieved employees suffered damages due to Defendants' unfair, unlawful
21 and/or fraudulent actions.

22 **V. THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

23 **REPRESENTATIVE ACTION DESIGNATION**

24 62. Plaintiffs Leandro Belostrino and Melencia Belostrino re-allege and incorporate by
25 reference the allegations contained in the paragraphs above, as though fully set forth herein.

26 63. The Causes of Action alleged herein are appropriately suited for a Labor Code Private
27 Attorneys General Act of 2004 ("PAGA") action because:

28 64. Pursuant to California Labor Code § 2699(a), any provision of the Labor Code that

1 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
2 or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the
3 California Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved
4 employee on behalf of himself or herself and all other current or former employees pursuant to the
5 procedures specified in § 2699;

6 65. This action involves allegations of violations of provisions of the California Labor Code
7 that provide or do not provide for a civil penalty to be assessed and collected by the LWDA or any
8 departments, divisions, commissions, boards, agencies or employees;

9 66. Plaintiffs Leandro Belostrino and Melencia Belostrino are “aggrieved employee[s]”
10 because he was employed by the alleged violators and had one or more of the alleged violations committed
11 against him;

12 67. On March 8, 2020, Plaintiffs Leandro Belostrino and Melencia Belostrino satisfied the
13 procedural requirements of § 2699.3 by serving the LWDA electronically and Defendants via Certified
14 Mail with his notice for wage and hour violations and penalties, including the facts and theories to support
15 each violation. A true and correct copy of Plaintiff’s notice and proof of service is attached as **Exhibit A**.

16 68. More than 65 days have passed since Plaintiff served notice via Certified Mail to the
17 LWDA and his employer. Therefore, Plaintiff satisfied all the administrative requirements to pursue civil
18 penalties against Defendants pursuant to Labor Code § 2698, *et seq*.

19 69. Plaintiffs Leandro Belostrino and Melencia Belostrino filed this action pursuant to Labor
20 Code § 2699(a) and (f), on behalf of themselves and all other aggrieved employees of Defendants to
21 recover civil penalties pursuant to Labor Code §§ 558 and 1197.1.

22 70. Defendants were Plaintiffs’ employer or person acting on behalf of Plaintiffs’ employer,
23 within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of
24 Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any
25 order of the Industrial Welfare Commission and, as such, is subject to civil penalties for each underpaid
26 employee, as set forth in Labor Code § 558, at all relevant times.

27 71. Defendants were Plaintiffs’ employer or person acting on behalf of Plaintiffs’ employer
28 either individually or as an officer, agent, or employee of another person, within the meaning of California

1 Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed
2 by California state law, and as such, is subject to civil penalties for each underpaid employee, as well as
3 liquidated damages pursuant to Labor Code § 1194.2, and any applicable penalties imposed pursuant to
4 Labor Code § 203.

5 72. Plaintiffs Leandro Belostrino and Melencia Belostrino seeks to recover all applicable civil
6 penalties under PAGA on behalf of himself and all other aggrieved employees of Defendants in California.

7 **VI. CLASS ACTION DESIGNATION**

8 73. Plaintiffs incorporates by reference the preceding paragraphs as though fully set forth
9 herein.

10 74. Plaintiffs brings Causes of Action One through Eight as a class action pursuant to
11 California Code of Civil Procedure § 382 on behalf of themselves and all current and former non-exempt
12 employees of Defendants who worked as a caregiver or similar title and who were affected by Defendants'
13 Labor Code, Business and Professions Code § 17200, *et seq.*, and IWC Wage Order violations, as alleged
14 herein.

15 75. Plaintiffs seeks to represent the following Class, which is defined as:

16 **The Caregiver Class:**

17 “All current and former non-exempt employees who worked for Defendants Anne’s
18 APAL LLC; APAL II LLC; and Ana Osborne, doing business as Anne’s Place II,
19 Anne’s Place IV, and Joy and Jay Home Care in the State of California as caregivers
20 or similar title at any time from four years preceding the filing of this Complaint
21 through the present.”

22 76. Plaintiffs also seeks to represent the following Subclass, which is defined as:

23 **The Waiting Time Penalties Subclass:**

24 “All members of the Caregiver Class, whose employment with Defendants Anne’s
25 APAL LLC; APAL II LLC; and Ana Osborne, doing business as Anne’s Place II,
26 Anne’s Place IV, and Joy and Jay Home Care ended at any time from three years
27 preceding the filing of the Complaint through the present.”
28

1 77. Reservation of Rights: Pursuant to California Rule of Court 3.765(b), Plaintiffs reserve the
2 right to amend or modify the Class and Subclass definitions with greater specificity, by further division
3 into subclasses, and/or limitation to particular issues.

4 78. As to Causes of Action One through Eight, Plaintiffs seeks to recover on behalf of the
5 Classes all remedies available to the extent permitted by law including, but not limited to, wages, damages,
6 penalties, liquidated damages, interest, attorney's fees, costs, other monies due and owing and injunctive
7 relief.

8 79. Causes of Action One through Eight are appropriately suited for a class action pursuant to
9 § 382 of the California Code of Civil Procedure because the following requirements are met:

10 **A. Numerosity**

11 80. The members of the Class are sufficiently numerous to render the joinder of all their
12 members impracticable. While Plaintiffs have not yet determined the precise number of members of the
13 Class, Plaintiff is informed and believes that the Class likely consists of over 100 individuals. Although
14 the exact number is currently unknown to Plaintiff, this information is easily ascertainable from
15 Defendants' time and payroll records and other personnel records.

16 **B. Commonality and Predominance**

17 81. Common questions of law and fact exist as to all class members and predominate over any
18 questions affecting only individual members of the Class or Subclass. The common questions of law and
19 fact that predominate include, but are not limited to:

- 20 a. Whether Defendants failed to permit class members to take a duty-free, thirty-
21 minute meal period before the commencement of the sixth hour of work;
22 b. Whether Defendants failed to permit class members to take a second duty-free,
23 thirty-minute meal period before the commencement of the eleventh hour of work;
24 c. Whether Defendants failed to permit class members to take off-duty rest periods of
25 at least 10 minutes for every four hours worked, or major fraction thereof;
26 d. Whether Defendants failed to pay one additional hour of pay at the employees'
27 regular rate of compensation to class members when class members were not
28

provided with compliant and timely meal and rest periods;

- e. Whether Defendants failed to pay class members at least minimum wages and/or all regular wages owed for all hours or fractions of an hour worked and under the control of Defendants;
- f. Whether Defendants failed to pay class members all overtime wages for all hours, or fraction of hours, worked and under the control of Defendants;
- g. Whether Defendants failed to indemnify class members for necessary business expenses incurred in direct consequence of the discharge of their duties;
- h. Whether Defendants failed to properly and accurately record and maintain records of all hours worked and wages earned by class members;
- i. Whether Defendants failed to provide class members with accurate itemized wage statements showing, among other things, the correct number of hours worked and the correct amount of gross and net wages earned; and
- j. Whether Defendants failed to pay class members all of their wages owed within the required time frames upon separation of employment.

C. Typicality

82. Plaintiffs' claims are typical of the claims of all class members because Plaintiffs and all class members' claims arise from the same event, practice and/or course of conduct of Defendants. Plaintiff and all class members sustained injuries and damages as a result of Defendants' illegal policies, practices and/or common course of conduct in violation of California wage and hour laws and/or illegal, unfair, or fraudulent business practices.

83. Furthermore, Plaintiffs' claims under the Labor Code and the applicable IWC Wage Order are typical of the Class and Subclass because Defendants' failure to comply with the provisions of California's wage and hour laws entitles Plaintiffs and each class member to similar pay, benefits, and other relief. Accordingly, the legal theories underlying each cause of action are the same and the remedies sought by Plaintiffs and all class members are the same.

D. Adequacy of Representation

84. Plaintiffs have no fundamental conflict of interest with the Class or Subclass he seeks to

1 represent. Plaintiffs will adequately protect the interests of all class members because it is in Plaintiffs’
2 best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to him
3 and putative class members.

4 85. Plaintiffs retained attorneys who are experienced employment law litigators with
5 significant wage and hour and class action experience.

6 **E. Superiority of Class Action**

7 86. Plaintiffs believes a class action is a superior method of litigation for the fair and efficient
8 adjudication of this controversy. Individual joinder of all class members is not practicable. Class action
9 treatment will allow similarly situated employees to litigate their claims in the manner that is most efficient
10 and economical for the parties and the judicial system.

11 87. Plaintiffs knows of no difficulty that might be encountered in the management of this suit,
12 which would preclude maintenance as a class action.

13 **VII. CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS**

16 (Violation of Labor Code sections 226.7, 512, and 1198 and the “Meal Periods” section of the
17 Applicable IWC Wage Order)

18 (Alleged By Plaintiffs Individually and On Behalf of the Caregiver Class Against All Defendants)

19 88. Plaintiffs re-alleges and incorporates by reference the allegations contained in the
20 paragraphs above, as though fully set forth herein.

21 89. Plaintiffs and Caregiver Class members were and are non-exempt employees of Defendants
22 in California within the meaning of the Labor Code and the applicable IWC Wage Order.

23 90. Labor Code section 512(a) provides, in part, that employers, including Defendants, “may
24 not employ an employee for a work period of more than five hours per day without providing an employee
25 with a meal period of not less than 30 minutes” and “may not employ an employee for a work period of
26 more than 10 hours per day without providing the employee with a second meal period of not less than 30
27 minutes.”

28 91. Labor Code section 226.7 requires that employers, including Defendants, provide their

1 non-exempt employees with meal periods as mandated by the applicable Wage Order of the Industrial
2 Welfare Commission, and prohibits employers from requiring any employee “to work during any meal ...
3 period mandated by an applicable order of the Industrial Welfare Commission.” Labor Code section
4 226.7(c) states, “[i]f an employer fails to provide an employee a meal ... period in accordance with a state
5 law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of
6 compensation for each workday that the meal ... period is not provided.”

7 92. Labor Code section 1198 states that the “maximum hours of work and standard conditions
8 of labor fixed by the commission shall be the maximum hours of work and the standard conditions of
9 labor for employees. The employment of any employee for longer hours than those fixed by the order or
10 under conditions of labor prohibited by the order is unlawful.”

11 93. The “Meal Periods” section of the applicable IWC Wage Order states, “[n]o employer shall
12 employ any person for a work period of more than five (5) hours without a meal period of not less than
13 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work
14 the meal period may be waived by mutual consent of the employer and the employee.” It further states,
15 “[a]n employer may not employ an employee for a work period of more than ten (10) hours per day without
16 providing the employee with a second meal period of not less than 30 minutes, except that if the total
17 hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of
18 employer and employee only if the first meal period was not waived.”

19 94. The “Meal Periods” section of the applicable IWC Wage Order also states, “[u]nless the
20 employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
21 “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only
22 when the nature of the work prevents an employee from being relieved of all duty and when by written
23 agreement between the parties an on-the-job meal period is agreed to and complies with Labor Code
24 section 512.

25 95. The “Meal Periods” section of the applicable IWC Wage Order also states, “[i]f an
26 employer fails to provide an employee a meal period in accordance with the applicable provisions of this
27 order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
28 compensation for each workday that the meal period is not provided.”

1 96. On information and belief Plaintiffs and the Caregiver Class were subject to the same
2 policies, practices, and procedures governing the provision and scheduling of meal periods.

3 97. On information and belief, Defendants have a pattern and practice of not providing
4 Plaintiffs and the Caregiver Class with legally compliant 30-minute off-duty meal periods during their
5 shifts, even though they worked more than ten (10) hours during their workday.

6 98. Plaintiffs and, on information and belief, the Caregiver Class were unable to take compliant
7 meal periods because they were regularly required to remain on-duty at all times. In addition, on
8 information and belief, Defendants regularly scheduled Plaintiffs and Caregiver Class members such that
9 there was no one to relieve them of all duties during their meal period, thereby requiring Plaintiffs and
10 Caregiver Class members to remain on duty and continue working through their meal periods. Thus, as a
11 result of Defendants' policies, Plaintiffs' and Caregiver Class members' meal periods were on duty.

12 99. Plaintiffs and, on information and belief, the Caregiver Class members did not sign a valid
13 on-duty meal period agreement at any point during their employment with Defendants.

14 100. Plaintiffs and, on information and belief, the Caregiver Class typically worked more than
15 five (5) or ten (10) hours per day and did not properly waive any of their meal periods.

16 101. Therefore, as a result of Defendants' conduct, including the conduct alleged herein,
17 Defendants violated Labor Code sections 226.7, 512, and 1198, as well as the applicable IWC Wage Order
18 when Defendants failed to provide Plaintiffs and the Caregiver Class members a 30-minute, duty-free
19 meal period before the commencement of their sixth hour of work, and a second 30-minute, duty-free
20 meal period before the commencement of their eleventh hour of work.

21 102. Consequently, pursuant to Labor Code section 226.7(b) and the "Meal Periods" section of
22 the applicable Wage Order, Defendants was required to pay Plaintiffs and the Caregiver Class one
23 additional hour of pay at their regular rate of compensation for each day that Defendants did not provide
24 Plaintiff and the Caregiver Class with a 30-minute, duty-free meal period before the commencement of
25 their sixth hour of work or a second 30-minute, duty-free meal period before the commencement of their
26 eleventh hour of work.

27 103. Despite this obligation, Defendants did not pay Plaintiffs and, on information and belief,
28 the Caregiver Class one additional hour of pay at each employee's regular rate of compensation for each

1 day that Defendants did not provide Plaintiffs and the Caregiver Class with a 30-minute, duty-free meal
2 period before the commencement of their sixth hour of work or a second 30-minute, duty-free meal period
3 before the commencement of their eleventh hour of work.

4 104. Instead, on information and belief, Defendants had a common policy and practice of failing
5 to compensate Plaintiffs and the Caregiver Class with an hour of pay at their regular rate of pay for the
6 times that Defendants did not provide Plaintiffs and the Caregiver Class with a 30-minute, duty-free meal
7 period before the commencement of their sixth hour of work or a second 30-minute, duty-free meal period
8 before the commencement of their eleventh hour of work, as required by Labor Code section 226.7(b) and
9 the applicable IWC Wage Order.

10 105. Thus, on information and belief, Defendants intentionally refused to perform its obligations
11 to provide meal periods and further failed to compensate Plaintiffs and the Caregiver Class with all owed
12 meal premium wages as set forth by Labor Code section 226.7(b) and the applicable IWC Wage Order.

13 106. Plaintiffs and the Caregiver Class suffered and continue to suffer losses related to
14 Defendants' failure to pay an additional hour of pay for each day a legally compliant meal period was not
15 provided and the associated use and enjoyment of compensation due and owing to them as a direct result
16 of Defendants' Labor Code and applicable IWC Wage Order violations.

17 107. Plaintiffs seek all available remedies for Defendants' violations, including, but not limited
18 to, all wages due, monies, and interest to the extent permitted by law.

19 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PROVIDE REST PERIODS**

22 (Violation of Labor Code sections 226.7 and 1198 and the "Rest Periods" section of the Applicable IWC
23 Wage Order)

24 (Alleged By Plaintiffs Individually and On Behalf of the Caregiver Class Against All Defendants)

25 108. Plaintiffs re-alleges and incorporates by reference the allegations contained in the
26 paragraphs above, as though fully set forth herein.

27 109. Plaintiffs and Caregiver Class members were and are non-exempt employees of Defendants
28 in California within the meaning of the Labor Code and the applicable IWC Wage Order.

1 110. Labor Code section 226.7 requires employers, including Defendants, to provide to their
2 non-exempt employees, including Plaintiff, paid rest periods as mandated by the applicable IWC Wage
3 Orders.

4 111. Labor Code section 1198 states that the “maximum hours of work and standard conditions
5 of labor fixed by the commission shall be the maximum hours of work and the standard conditions of
6 labor for employees. The employment of any employee for longer hours than those fixed by the order or
7 under conditions of labor prohibited by the order is unlawful.”

8 112. The “Rest Periods” section of the applicable IWC Wage Order states, “[e]very employer
9 shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the
10 middle of each work period. ... The authorized rest period time shall be based on the total hours worked
11 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” It further
12 states, “[r]est periods need not be authorized in limited circumstances when the disruption of continuous
13 operations would jeopardize the product or process of the work. However, the employer shall make up
14 the missed rest period within the same workday or compensate the employee for the missed ten (10)
15 minutes of rest time at his/her regular rate of pay within the same pay period.” Furthermore, “[i]f an
16 employer fails to provide an employee a rest period in accordance with the applicable provisions of this
17 order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
18 compensation for each workday that the rest period is not provided.”

19 113. On information and belief, Plaintiffs and the Caregiver Class were subject to the same
20 policies, practices, and procedures governing the provision and scheduling of rest periods.

21 114. Plaintiffs and, on information and belief, the Caregiver Class were not authorized and
22 permitted to take compliant rest periods because they were regularly required to remain on-duty at all
23 times. On information and belief, Defendants regularly scheduled Plaintiffs’ and Caregiver Class
24 members such that there was often no one to relieve Plaintiffs or Caregiver Class members of all duties
25 during their rest periods, thereby requiring Plaintiffs and Caregivers Class members to remain on duty and
26 continue working though their rest periods. Thus, as a result of Defendants’ policies, Plaintiff’s and
27 Caregiver Class members’ rest periods were on duty.

28 115. Labor Code section 226.7(c) states, “[i]f an employer fails to provide an employee a ...

1 rest ... period in accordance with a state law... the employer shall pay the employee one additional hour
2 of pay at the employee's regular rate of compensation for each workday that the rest ... period is not
3 provided."

4 116. Even though Plaintiffs and, on information and belief, Caregiver Class members were not
5 authorized and permitted to take off-duty rest periods, Defendants did not pay Plaintiffs and the Caregiver
6 Class appropriate rest period premium wages for each day in which Defendants did not authorize and
7 permit Plaintiffs and the Caregiver Class to take compliant rest periods, in violation of Labor Code section
8 226.7 and the applicable IWC Wage Order.

9 117. On information and belief, Defendants have a common policy, pattern, and practice of
10 failing to compensate Plaintiffs and the Caregiver Class with an hour of pay at their regular rate of pay for
11 the times that Plaintiffs and the Caregiver Class were not authorized to take rest periods of at least 10
12 minutes for each four-hour work period, or major fraction thereof.

13 118. Plaintiffs and the Caregiver Class suffered and continue to suffer losses related to
14 Defendants' failure to pay an additional hour of pay for each day a rest period was not provided and the
15 associated use and enjoyment of compensation due and owing to them as a direct result of Defendants'
16 Labor Code and applicable IWC Wage Order violations.

17 119. Plaintiffs seek all available remedies for Defendants' violations including, but not limited
18 to any and all wages due, monies, and interest, to the extent permitted by law.

19 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM AND REGULAR WAGES**

22 (Violation of Labor Code sections 1194, 1197, and 1198 and the "Minimum Wages" section of the
23 Applicable IWC Wage Order)

24 (Alleged By Plaintiffs Individually and On Behalf of the Caregiver Class Against All Defendants)

25 120. Plaintiffs re-alleges and incorporates by reference the allegations contained in the
26 paragraphs above, as though fully set forth herein.

27 121. Plaintiffs and the Caregiver Class were and are non-exempt employees of Defendants in
28 California within the meaning of the Labor Code and the applicable IWC Wage Order.

122. Labor Code section 1197 provides, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum wage so fixed is unlawful.”

123. The “Minimum Wages” section of the applicable IWC Wage Order provides that an employer may not pay non-exempt employees less than the applicable minimum for all hours worked.

124. The applicable IWC Wage Order defines the term “hours worked” as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

125. Furthermore, pursuant to Labor Code section 1198, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

126. As set forth Above, Defendants failed to pay Plaintiffs and, on information and belief, Caregiver Class members at least minimum wages for all the time spent working and under the control of Defendants.

127. Labor Code section 1194 provides, in part, that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including interest thereon, reasonable attorney’s fees, and costs of suit.

128. Labor Code section 1194.2 allows an employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for any action under Labor Code section 1194.

129. Plaintiffs and the Caregiver Class suffered and continue to suffer losses related to the use and enjoyment of compensation due and owing to them as a direct result of Defendants’ unlawful acts and Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

130. Plaintiffs seeks all available remedies for Defendants’ violations including, but not limited to, any and all wages due, monies, interest, liquidated damages, attorney’s fees, and costs to the extent permitted by law.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

1 ///

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PAY ALL OVERTIME WAGES**

4 (Violation of Labor Code sections 510, 1194, and 1198 and the “Hours and Days of Work” section of
5 the Applicable IWC Wage Order)

6 (Alleged By Plaintiffs Individually and On Behalf of the Caregiver Class Against All Defendants)

7 131. Plaintiffs re-alleges and incorporates by reference the allegations contained in the
8 paragraphs above, as though fully set forth herein.

9 132. Plaintiffs and Caregiver Class members were and are non-exempt employees of Defendants
10 in California within the meaning of the Labor Code and the applicable IWC Wage Order.

11 133. Labor Code section 510 provides, “[a]ny work in excess of eight hours in one workday and
12 any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day
13 of work in any one workweek shall be compensated at the rate of no less than one and one-half times the
14 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at
15 the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of
16 eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the
17 regular rate of pay of an employee.” The “Hours and Days of Work” sections of the applicable IWC Wage
18 Order mandate the same requirements.

19 134. Labor Code section 1194 provides that any employee receiving less than the legal overtime
20 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
21 full amount of this overtime compensation, including interest thereon, reasonable attorney’s fees, and
22 costs of suit.

23 135. Furthermore, pursuant to Labor Code section 1198, “[t]he maximum hours of work and the
24 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
25 standard conditions of labor for employees. The employment of any employee for longer hours than those
26 fixed by the order or under conditions of labor prohibited by the order is unlawful.”

27 136. The applicable IWC Wage Order defines the term “hours worked” as “the time during
28 which an employee is subject to the control of an employer, and includes all the time the employee is

1 suffered or permitted to work, whether or not required to do so.”

2 137. In California, overtime is computed based on the regular rate of pay. The regular rate of
3 pay includes all different types of remuneration, including hourly earnings, salary, piecework earnings,
4 commissions, and non-discretionary bonuses, and the value of meals and lodging.

5 138. Plaintiffs and, on information and belief, the Caregiver Class regularly worked over 8 hours
6 per day and 40 hours per week while employed by Defendants. Plaintiffs and, on information and belief,
7 the Caregiver Class did not receive all overtime compensation owed for all overtime hours worked over
8 8 hours per day and/or 40 hours per week during their employment with Defendants.

9 139. As set forth above, Defendants failed to pay Plaintiffs and, on information and belief,
10 Caregiver Class members at the proper overtime rate of one and one-half times the regular rate of pay for
11 all the time spent working and under the control of Defendants.

12 140. Plaintiffs and the Caregiver Class suffered and continue to suffer losses related to the use
13 and enjoyment of compensation due and owing to them as a direct result of Defendants’ unlawful acts and
14 Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional
15 limitations of this Court.

16 141. Plaintiffs seeks all available remedies for Defendants’ violations including, but not limited
17 to any and all wages due, monies, interest, attorney’s fees, and costs to the extent permitted by law.

18 WHEREFORE, Plaintiffs prays for relief as hereinafter requested.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

21 (Violation of Labor Code section 2802)

22 (Alleged By Plaintiffs Individually and On Behalf of the Caregiver Class Against All Defendants)

23 142. Plaintiffs re-alleges and incorporates by reference the allegations contained in the
24 paragraphs above, as though fully set forth herein.

25 143. Labor Code section 2802 requires an employer to indemnify its employees for all necessary
26 expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties
27 of employment.

28 144. Labor Code section 2802(b) states, “[a]ll awards made by a court ... for reimbursement of

necessary expenditures” shall carry interest, at the same rate as judgments in civil actions, and said interest will accrue from the date on which the employee incurred the necessary expenditure including, but not limited to, reasonable costs and attorney’s fees incurred by the employee in enforcing their rights granted pursuant to Labor Code section 2802. The exact amount of the necessary expenditures or losses is in an amount to be proven at time of trial.

145. Furthermore, Labor Code section 2802(c) states, “[f]or the purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

146. As set forth above, Plaintiffs and, on information and belief, members of the Caregiver Class incurred business expenses in direct consequence of their job duties.

147. As a direct result of Defendants’ violations alleged herein, Plaintiffs and members of the Caregiver Class suffered and continue to suffer, substantial losses related to Defendants’ failure to indemnify them for the expenses and losses, including the use and enjoyment of such monies, lost interest on such monies and expenses, and attorney’s fees and costs in seeking to compel Defendants to fully perform its obligations under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

148. Plaintiffs seeks to recover in a civil action to the fullest extent permissible all available remedies including but not limited to the unpaid balance of the indemnification from Defendants’ violations, interest thereon permitted by Labor Code section 2802(b), reasonable attorney’s fees and costs of suit, declaratory relief, and any other permitted remedies including those permitted pursuant to Labor Code sections 2802 and Code of Civil Procedure section 1021.5. The exact amount of reimbursements, interest, costs and attorney’s fees will be in an amount to be proved at time of trial.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Violation of Labor Code sections 226 and 1198 and

the “Records” section of the Applicable IWC Wage Order)

(Alleged By Plaintiffs Individually and On Behalf of the Caregiver Class Against All Defendants)

1 149. Plaintiffs re-alleges and incorporates by reference the allegations contained in the
2 paragraphs above, as though fully set forth herein.

3 150. Plaintiffs and Caregiver Class members were and are non-exempt employees of Defendants
4 in California within the meaning of the Labor Code and the applicable IWC Wage Order.

5 151. Labor Code section 226(a) requires that employers, including Defendants, furnish their
6 employees with each wage payment an accurate and itemized writing that shows gross wages earned, total
7 hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee
8 is paid, the name of the employee and the portion of his or her social security number, the name and
9 address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay
10 period and the corresponding number of hours worked at each hourly rate by the employee.

11 152. Labor Code section 226(e), in part, permits employees suffering injury to collect the greater
12 of all actual damages or the amount specified in Labor Code section 226 per violation.

13 153. Labor Code section 226(e)(2)(B) states, in pertinent part, “an employee is deemed to suffer
14 injury for purposes of this subdivision if the employer fails to provide accurate and complete information
15 as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot
16 promptly and easily determine from the wage statement alone one or more of the following: (i) The amount
17 of the gross wages or net wages paid to the employee during the pay period or any of the other information
18 required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9)
19 of subdivision (a).”

20 154. Labor Code section 226(h) states, “An employee may also bring an action for injunctive
21 relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's
22 fees.”

23 155. Defendants knowingly and intentionally failed to provide Plaintiffs and Caregiver Class
24 members an accurate itemized wage statement with each wage payment as required by Labor Code section
25 226(a). Defendants knowingly and intentionally failed to provide Plaintiff and members of the Caregiver
26 Class with each wage payment an accurate wage statement showing, among other things, the total regular
27 and overtime hours worked during the pay period, as well as the corresponding gross and net wages
28 earned, all applicable hourly rates and the corresponding number of hours worked at each hourly rate.

156. Defendants' failure to provide accurate wage statements deprived Plaintiffs and members of the Caregiver Class of the ability to promptly and easily understand and question the calculation and rate of pay and hours used to calculate the wages paid by Defendants. Plaintiffs and members of the Caregiver Class, therefore, had no way to dispute any error in the payment or calculation of their wages, all of which resulted in an unjustified economic enrichment to Defendants, and Plaintiffs and members of the Caregiver Class suffered actual damages as a result.

157. Defendants' failure to provide accurate itemized wage statements constitutes an injury as defined under Labor Code section 226(e)(2)(B). Therefore, Plaintiffs and members of the Caregiver Class have suffered an injury for purposes of Labor Code section 226 and are entitled to recover the greater of all actual damages or the amount specified in section 226 per violation.

158. Plaintiffs and Caregiver Class members suffered and continue to suffer injuries, losses and actual damages as a direct result of Defendants' Labor Code violations, including lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligations, in an amount to be shown according to proof at trial.

159. Plaintiff seeks to recover all available remedies including, but not limited to damages, penalties, attorney's fees, costs, and injunctive relief to the fullest extent permitted by law.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT

(Violations of Labor Code sections 201, 202, 203)

(Alleged By Plaintiffs Individually and On Behalf of the Waiting Time Penalties Subclass

Against All Defendants)

160. Plaintiffs re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

161. Plaintiffs and Waiting Time Penalties Subclass members were and are non-exempt employees of Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

162. Labor Code section 201 requires Defendants to immediately pay any wages, without

1 abatement or reduction, to any employee who is discharged. Labor Code section 202 requires Defendants
2 to pay any and all wages due and owing to an employee not having a written contract for a definite period,
3 who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless
4 the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee
5 is entitled to his or her wages at the time of quitting.

6 163. For violation of Labor Code sections 201 and 202, Labor Code section 203 causes the
7 unpaid wages of an employee to continue as a penalty from the due date thereof, at the same rate until
8 paid or until an action is commenced, but the wages shall not continue for more than 30 days.

9 164. As a result of Defendants' conduct during the applicable statutory period, Defendants
10 willfully failed to pay Plaintiffs and, on information and belief, the Waiting Time Penalties Subclass all
11 wages due and owing to them, including minimum wages, overtime wages, and regular wages for all the
12 time they were suffered or permitted to work or were engaged in work under Defendants' control, as well
13 as all meal period premiums and rest period premiums owed within the time required by Labor Code
14 sections 201 and 202, as applicable.

15 165. To date, Plaintiffs has not yet received all wages due and payable, including but not limited
16 to, minimum wages, overtime wages, regular wages, and meal and rest period premium wages owing to
17 him. On information and belief, members of the Waiting Time Penalties Subclass have not yet received
18 all minimum wages, overtime wages, regular wages, and meal and rest premium wages due and owing to
19 them.

20 166. As a direct result of Defendants' violations alleged herein, Plaintiffs and the Waiting Time
21 Penalties Subclass members suffered and continue to suffer losses related to the use and enjoyment of
22 wages due and owing to them, all to their respective damage in an amount to be shown according to proof
23 at trial and within the jurisdictional limitations of this Court.

24 167. Plaintiffs seeks all available remedies for Defendants' violations to the fullest extent
25 permissible.

26 WHEREFORE, Plaintiffs prays for relief as hereinafter requested.

27 **EIGHTH CAUSE OF ACTION**

28 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.**

(Alleged By Plaintiffs Individually and On Behalf of the Caregiver Class Against All Defendants)

168. Plaintiffs re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

169. California Business & Professions Code section 17200, *et seq.*, prohibits acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice...”

170. Defendants’ Labor Code and IWC Wage Order violations alleged herein constitute “unlawful, unfair or fraudulent business act or practices,” which are prohibited by Business and Professions Code sections 17200-17208 and include, but are not limited to: (i) failure to provide proper meal and rest periods and pay Plaintiffs and the Caregiver Class premium wages for failure to provide compliant meal and rest periods; (ii) failure to pay Plaintiffs and the Caregiver Class all regular, minimum, and overtime wages for all hours suffered or permitted to work and under the control of Defendants; (iii) failure to indemnify Plaintiffs and the Caregiver Class for necessary business expenses incurred in direct consequence of the discharge of their duties and under the direction of Defendants; (iv) failure to maintain accurate records of the hours that Plaintiffs and the Caregiver Class worked while employed by Defendants; (v) failure to provide Plaintiffs and the Caregiver Class with accurate itemized wage statements; and (vi) failure to timely pay Plaintiffs and members of the Waiting Time Penalties Subclass all wages owed upon separation of their employment with Defendants.

171. Defendants intentionally avoided paying Plaintiffs and the Caregiver Class all wages and/or monies, and other financial obligations attached thereto, to create for Defendants an artificially lower cost of doing business, and thus, undercut its competitors.

172. Defendants lowered its costs of doing business by paying Plaintiffs and the Caregiver Class an amount less than what is required by the California Labor Code and the applicable Wage Order of the Industrial Welfare Commission, thereby unfairly forcing Plaintiffs and other similarly situated employees to perform work without fair compensation and benefits.

173. Defendants held themselves out to Plaintiffs and the Caregiver Class as being knowledgeable about, and adhering to, the employment laws of California at all times relevant herein. Plaintiffs and the Caregiver Class relied on and believed in Defendants’ representation concerning Defendants’ adherence to the California laws, all to their detriment.

1 174. Defendants’ scheme to lower its payroll and operation costs and thus profit, by withholding
2 money owed to the class and withholding wages, compensation and benefits, which are all the property
3 of Plaintiffs and the Caregiver Class, in violation of the California Labor Code and the IWC Wage Orders,
4 as alleged herein, constitutes an “unlawful, unfair or fraudulent business act or practice,” under California
5 Business and Professions Code section 17200, *et seq.* As a result of Defendants’ unfair competition,
6 Plaintiffs and the Caregiver Class suffered injury in fact by losing money and/or property.

7 175. Business and Professions Code section 17204, states, in relevant part, “[a]ctions
8 for relief pursuant to this chapter shall be prosecuted...by...a person who has suffered injury in fact and
9 has lost money or property as a result of the unfair competition.”

10 176. Defendants acquired money and property owed to Plaintiffs and the Caregiver Class by
11 means of an unlawful practice that constitutes unfair competition as defined by Business and Professions
12 Code section 17200, *et seq.*

13 177. Plaintiffs and the Caregiver Class are persons in interest under Business and Professions
14 Code section 17203 to whom money and property should be restored. Business and Professions Code
15 section 17203 states, in relevant part, that “any person may pursue representative claims or relief on behalf
16 of others only if the claimant meets the standing requirements of Section 17204.”

17 178. Plaintiffs are people who suffered injury in fact and lost money, wages, compensation, and
18 benefits, as a result of Defendants’ unfair competition. Thus, pursuant to Business and Professions Code
19 sections 17203 and 17204, Plaintiffs may pursue representative claims and relief on behalf of himself and
20 the putative classes.

21 179. Pursuant to Business and Professions Code section 17203, “[t]he court may make such
22 orders or judgments, as may be necessary to restore to any person in interest any money or property, real
23 or personal, which may have been acquired by means of such unfair competition.”

24 180. Defendants reaped unfair benefits and illegal profits at the expense of Plaintiffs and the
25 Caregiver Class by committing the unlawful acts alleged herein. Thus, Defendants must make restitution
26 and/or be subject to other equitable relief pursuant to Business & Professions Code section 17203, and
27 restore all unpaid wages to Plaintiff and the Caregiver Class.

28 181. Plaintiffs and the Caregiver Class suffered and continue to suffer loss of wages and monies,

1 all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

2 182. Plaintiffs seeks all available remedies on behalf of themselves and on behalf of the
3 Caregiver Class, including, but not limited to, restitution of all wages and all monies owed, all in an
4 amount to be shown according to proof at trial. All such remedies are cumulative of relief available under
5 other laws, pursuant to Business & Professions Code section 17205.

6 WHEREFORE, Plaintiffs prays for relief as hereinafter requested.

7 **NINTH CAUSE OF ACTION**

8 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 CLAIM FOR CIVIL PENALTIES**

9 (Violation of Labor Code §§ 2698 *et seq.*)

10 (Alleged By Plaintiff Leandro Belostrino and Melencia Belostrino On Behalf of All Aggrieved
11 Employees of Defendants Against Defendants)

12 183. Plaintiffs re-alleges and incorporates by reference the allegations contained in the
13 paragraphs above, as though fully set forth herein.

14 184. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
15 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions,
16 boards, agencies or employees for violation of the code may, as an alternative, be recovered through a
17 civil action brought by an aggrieved employee on behalf of himself or herself and other current or former
18 employees pursuant to the procedures specified in Labor Code § 2699.3.

19 185. This cause of action involves allegations of violations of Labor Code §§ 201, 202, 203,
20 204, 210, 223, 225.5, 226(a), 226.7, 510, 512, 1174(d), 1197, 1198, and 2802 which, pursuant to Labor
21 Code § 2699.5, provide for a civil penalty to be assessed and collected by the LWDA or recovered through
22 a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former
23 employees pursuant to the procedures specified in Labor Code § 2699.3.

24 186. Defendants employed Plaintiffs and Plaintiffs had one or more of the alleged violations
25 committed against him. Therefore, Plaintiffs are “aggrieved employee[s]” under PAGA because the
26 alleged violator employed him and he had one or more of the alleged violations committed against him.
27 As such, Plaintiff is properly suited to represent the interests of other aggrieved employees in a PAGA
28 Representative action.

187. Plaintiff seeks to recover civil penalties on behalf of himself and other aggrieved employees for Defendants' violations of the Labor Code, including but not limited to Defendants' violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1174(d), 1197, 1198, and 2802.

188. For all provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code § 2699(f) imposes upon Defendants, and each of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

189. Defendants violated Labor Code §§ 226.7, 512, and 1198 by failing to provide Plaintiff and aggrieved employees lawfully compliant meal periods and by failing to pay them meal period premium wages for each day a meal period was not provided. Under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 226.7 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

190. Defendants violated Labor Code §§ 226.7 and 1198 by failing to authorize and permit Plaintiff and aggrieved employees to take duty-free rest periods and by failing to pay them rest period premium wages for each day a rest period was not provided. Under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 226.7 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

191. Defendants violated Labor Code §§ 1194, 1197, and 1198 by not paying Plaintiffs and other aggrieved employees at least minimum and regular wages for all the time they were suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 223, 1194, and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

192. Defendants violated Labor Code §§ 510, 1194, and 1198, by not paying Plaintiffs and other aggrieved employees all overtime wages earned for all the time they were suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein. At all relevant times, Plaintiff and,

on information and belief, other aggrieved employees were not paid all overtime when they worked in excess of eight hours a workday or forty hours in a workweek. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 1194, and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

193. Defendants violated Labor Code §§ 201, 202, 203, and 1198 by not paying Plaintiffs and aggrieved employees all minimum, regular, and overtime wages owed, and all meal and rest premium wages owed by the time set forth by law upon their separation of employment, as alleged herein. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 201, 202, 203, and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

194. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiffs and, on information and belief, other aggrieved employees for necessary expenses that they incurred in the discharge of their duties of employment for costs related to their uniform and usage of their personal cell phone. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of this section, and \$200 for each aggrieved employee per pay period for each subsequent violation.

195. Defendants violated Labor Code §§ 226(a), 1174(d), and 1198 by failing to maintain records detailing the start and end times of work shifts and meal periods, and knowingly and intentionally failing to maintain and provide Plaintiffs and other aggrieved employees of Defendants with wage statements itemizing accurately all information required by Labor Code § 226(a), as alleged herein, including the total hours worked, all regular hours worked, all overtime hours worked, the corresponding gross and net wages earned, the applicable hourly rate per hour worked, including the accurate overtime rate, the corresponding number of hours worked at each hourly rate, the one-hour additional rate of regular pay for not taking compliant meal and/or rest periods. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 226(a) and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

1 196. Alternatively, Labor Code § 226.3 provides for a civil penalty in the amount of \$250 per
2 violation in an initial citation and \$1,000 for each violation in a subsequent citation, for which the
3 employer fails to provide the employee a wage deduction statement or fails to keep the records required
4 in subdivision (a) of § 226.

5 197. Labor Code § 1174.5 provides for a civil penalty of \$500 for any person employing labor
6 who willfully fails to maintain accurate and complete records required by subdivision (d) of § 1174.

7 198. Defendants are and were Plaintiffs' and aggrieved employees' employers or other person(s)
8 acting either individually or as an officer, agent, or employee of another person(s), who pays or causes to
9 be paid to any employee a wage less than the minimum fixed by an order of the Commission, and, as such,
10 are subject to civil penalties for each underpaid employee pursuant to Labor Code § 1197.1.

11 199. Labor Code § 1197.1 imposes upon Defendants for each initial violation of Labor Code §
12 1197 by paying or causing an employee to be paid less than the minimum wage, a civil penalty of \$100.00
13 for each underpaid employee for each pay period for which the employee is underpaid. Furthermore, Labor
14 Code § 1197.1 imposes upon Defendants for each subsequent violation a civil penalty of \$250.00 for each
15 underpaid employee for each pay period for which the employee was underpaid.

16 200. Defendants are and were Plaintiffs' and other aggrieved employees' employers, or persons
17 acting on their behalf, within the meaning of Labor Code § 558, who violated or caused to be violated, a
18 section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of work in any
19 IWC Wage Order and, as such, is subject to civil penalties for each underpaid employee as set forth in
20 Labor Code § 558.

21 201. Pursuant to Labor Code § 558, Defendants are subject to a civil penalty of \$50.00 for an
22 initial violation of Labor Code §§ 510 and 512, for each aggrieved employee, for each pay period for
23 which the aggrieved employee was not provided with a timely off-duty 30-minute meal period, all
24 overtime wages for all hours worked, and the required days of rest, as alleged herein. Furthermore, Labor
25 Code § 558 imposes upon Defendants for each subsequent violation of Labor Code §§ 510 and 512, a civil
26 penalty of \$100.00 for each aggrieved employee for each pay period for which the aggrieved employee
27 was not provided with a timely off-duty 30-minute meal period, and all overtime wages for all hours
28 worked, as alleged herein.

202. Labor Code § 558 also imposes upon Defendants for each initial violation of the Hours and Days of Work section of the applicable IWC Wage Order a civil penalty of \$50.00 for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a paid uninterrupted 10-minute rest period, as alleged herein. Furthermore, Labor Code § 558 imposes upon Defendants for each subsequent violation of the Hours and Days of Work section of the applicable IWC Wage Order a civil penalty of \$100.00 for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a paid uninterrupted 10-minute rest period, as alleged herein.

203. For bringing this action, Plaintiffs are additionally entitled to attorney's fees and costs incurred herein.

204. Plaintiffs seek to recover civil penalties on behalf of himself and other aggrieved employees for Defendants' violations of the Labor Code, including but not limited to Defendants' violations of Labor Code §§ 201, 202, 203, 204, 210, 223, 225.5, 226(a), 226.7, 510, 512, 1174(d), 1197, 1198, and 2802, pursuant to Labor Code § 2698, *et seq.* The exact amount of the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

WHEREFORE, Plaintiffs prays for relief as hereinafter requested.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- a. For general damages;
- b. For special damages;
- c. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant to Labor Code § 1194.2;
- d. For actual damages pursuant to Labor Code § 226(e);
- e. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 218.6, 226, 1194, and 2802;
- f. For civil and statutory penalties to the extent permitted by law, including those pursuant to the Labor Code, the Private Attorneys General Act, and the Orders of the Industrial

- 1 Welfare Commission;
- 2 g. For waiting time penalties under Labor Code § 203;
- 3 h. For a reimbursement of all work-related expenses pursuant to Labor Code § 2802;
- 4 i. For restitution as provided by Business and Professions Code §17200 *et seq.*;
- 5 j. For an order requiring Defendants to restore and disgorge all funds to Plaintiff acquired
- 6 by means of any act or practice declared by this Court to be unlawful, unfair or
- 7 fraudulent and, therefore, constituting unfair competition under Business and
- 8 Professions Code §17200 *et seq.*;
- 9 k. For an award of damages in the amount of unpaid compensation and monies including,
- 10 but not limited to actual damages, unpaid wages, overtime wages, minimum wages,
- 11 regular wages, unreimbursed expenses, waiting time penalties and other penalties
- 12 according to proof, including interest thereon;
- 13 l. For an award of an additional hour of pay at the regular rate of compensation pursuant
- 14 to Labor Code §226.7(b) for each meal and rest period not in accordance with an
- 15 applicable Order of the Industrial Welfare Commission;
- 16 m. For civil penalties for each initial and subsequent violation for each underpaid
- 17 employee for each pay period for which the employee was underpaid in pursuant to
- 18 Labor Code §§ 558 and 1197.1;
- 19 n. For an order imposing a constructive trust upon the Defendants to compel them to
- 20 transfer wages that have been wrongfully obtained and held by Defendants to unpaid
- 21 employees;
- 22 o. For an accounting to determine all money wrongfully obtained and held by Defendants;
- 23 p. For a declaratory judgment that Defendants have violated Labor Code §§ 201, 202,
- 24 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and the “Hours and Days of Work,”
- 25 “Minimum Wages,” “Records” and “Meal Periods” sections of the Wage Order of the
- 26 Industrial Welfare Commission;
- 27 q. For pre and post-judgment interest; and
- 28 r. For such other relief as the Court deems just and proper.

JURY TRIAL DEMAND

Please take notice that Plaintiff demands trial by jury on all Causes of Action.

Dated: May 27, 2021

GRAHAMHOLLIS APC

By: 
GRAHAM S.P. HOLLIS
VILMARIE CORDERO
NATHAN REESE
Attorneys for Plaintiffs