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

LETICIA SANCHEZ, as an individual and on)
behalf of other similarly situated employees,)

Plaintiff,

vs.

12232 CHAPMAN AVE, INC. DBA)
CHAPMAN CARE CENTER, a California)
corporation, CHAPMAN CARE CENTER, a)
California corporation, and DOES 1-50,)
inclusive,)

Defendants.)

Case No.: 30-2021-01195342-CU-OE-CXC

Assigned for all purposes to:

Judge Kirk Nakamura

CLASS ACTION CLAIMS

CX103

COMPLAINT FOR:

1. **CLAIM FOR FAILURE TO PROVIDE MINIMUM WAGE (LAB. CODE § 1194; IWC WAGE ORDER 5, SECTION 3)**
2. **CLAIM FOR FAILURE TO PROVIDE OVERTIME WAGES (LAB. CODE §§ 510, 1194; IWC WAGE ORDER 5, SECTION 3)**
3. **CLAIM FOR FAILURE TO PROVIDE MEAL BREAKS (IWC WAGE ORDER 5, SECTION 11)**
4. **CLAIM FOR FAILURE TO PAY TIMELY WAGES (LAB. CODE § 210)**
5. **CLAIM FOR FAILURE TO PAY TIMELY WAGES UPON TERMINATION (LAB. CODE § 203)**
6. **CLAIM FOR FAILURE TO PROVIDE AND MAINTAIN ACCURATE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS (LAB. CODE § 226(a))**

7. CLAIM FOR FAILURE TO PAY FOR NECESSARY EXPENSES (CAL. LAB. CODE § 2802)

8. UNLAWFUL BUSINESS PRACTICES UNDER (BUS. AND PROF. CODE, § 17200, ET SEQ.)

[JURY DEMAND]

1 Plaintiff Leticia Sanchez (“Plaintiff” or “Ms. Sanchez”) makes the following
2 allegations against Defendant 12232 Chapman Ave., Inc. dba Chapman Care Center (“12232
3 Chapman Ave.”), and Defendant Chapman Care Center (“CCC”) (collectively referred to
4 herein as “Defendants”):

5 **INTRODUCTION**

6 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
7 referred to herein as “Class Members” or “Subclass Members”) employed by Defendants that
8 worked at Defendants, and, DOES 1-50 in California from four years from the date of filing
9 this complaint through the date of trial in this action.

10 2. Defendants violated California law by preventing Class Members and Subclass
11 Members from providing lawful minimum wages, overtime wages, meal breaks, accurate
12 itemized wage statements, failure to reimburse for business expenses and wages upon
13 termination.

14 3. In this action, Plaintiff, on behalf of themselves and all Class Members and Subclass
15 Members seeks unpaid minimum or overtime wages, premium wages for missed meal breaks,
16 wages, inaccurate itemized wage statements, failure to reimburse for business expenses, and
17 failure to pay wages upon termination. Statutory penalties, restitution, declaratory and
18 injunctive relief, attorneys’ fees and costs, prejudgment interest and other relief under
19 California Industrial Welfare Commission (I.W.C.) Wage Order 5-2001, 8 Cal. Code of Reg.
20 section 11050 (“Wage Order 5-2001”), and California Labor Code (Labor Code”) sections
21 226(a) 1-2, 5, 8, 9, 226.3, 226.7, 510, 512, 515, 558, 1194, 1198, 2699.5, California Code of
22 Civil Procedure section 1021.5, California Business and Professions Code sections 17200 et
23 seq. (“UCL”), and California common law.

24 4. The “Class Period” is designated as the time from four years from the date of filing tis
25 Complaint through the date of trial in this action through the trial of this action based upon the
26 allegation that the violations of the Labor Code and UCL, as described more fully below, have
27 been ongoing since at least four years prior to the date of the instant Complaint in this action
28 and are continuing.

1 5. During the Class Period, Defendants had a consistent policy and/or practice of failing to
2 provide; (1) adequate off-duty meal periods at least one half hour every five hours worked; (2)
3 knowingly and intentionally failing to furnish timely itemized statements accurately showing
4 the correct applicable hourly rate, accurate total hours worked, accurate gross and net wages
5 earned or hourly rate paid to Plaintiff, Class Members and Subclass Members; (3) pay all hours
6 worked; (4) failure to reimburse of actual business expenses; and (5) failing to pay all wages
7 upon termination.

8 6. During the Class Period, Defendants failed to provide Class Members and Subclass
9 Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a
10 day worked as required by Labor Code sections section 226.7, Wage Order No. 5-2001.

11 7. During the Class Period, Defendants have failed to provide Class Members and
12 Subclass Members with accurate itemized wage statements as required by Labor Code section
13 226 (a) and 226.3.

14 8. During the Class Period, Defendants have failed to provide Class Members and
15 Subclass Members with compensation for all hours worked for minimum wages or overtime
16 wages as required by Labor Code sections 510 and 1194.

17 9. During the Class Period, Defendants have failed to provide Class Members and
18 Subclass Members with all compensation upon termination as required by Labor Code section
19 203.

20 10. During the Class Period, Defendants have failed to provide Class Members and
21 Subclass Members with reimbursement for all expenses as required by Labor Code section
22 2802.

23 11. Accordingly, Defendants violated UCL, with the violations of the California wage and
24 hour laws described above.

25 **GENERAL ALLEGATIONS**

26 **Parties and Venue.**

27 12. Plaintiff is, and at all relevant times was, a citizen and resident in the County of Orange
28 in the State of California.

1 13. Plaintiff is informed and believes and on that basis alleges that at all relevant times
2 Defendant 12232 Chapman Avenue, Inc. Chapman Care Center (“12232 Chapman Ave”) is a
3 Florida corporation doing business in the State of California with a principal place of business
4 located at 4115 East Broadway, Long Beach, California 90803.

5 14. Plaintiff is informed and believes and on that basis alleges that at all relevant times
6 Defendant Chapman Care Center (“CCC”) is a Florida corporation doing business in the State of
7 California with a principal place of business located at 4115 East Broadway, Long Beach,
8 California 90803

9 15. In light of the facts that the wrongful acts of this defendant occurred and the causes
10 against them arose in Orange County, State of California, jurisdiction and venue is proper in
11 Orange County Superior Court.

12 **Doe Allegations.**

13 16. Plaintiff does not presently know the true names and capacities of defendant named as
14 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
15 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are
16 informed and believes and on that basis alleges that each of the fictitious defendants have
17 participated in the acts alleged in this complaint to have been done by the named defendants.

18 **Vicarious Liability.**

19 17. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
20 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
21 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
22 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
23 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
24 wrongful activities of each of the remaining defendants.

25 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

26 18. Plaintiff worked as non-exempt employee at Defendants. Defendants are care facility that
27 employed Plaintiff, Class and Subclass.

Defendant Failed to Compensate Plaintiff, Class Members and Subclass Members for All Hours Worked

19. Plaintiff, Class Members and Subclass Members were regularly required to report to work, wait and undergo pre-shift temperature check medical inspections each day before being allowed to clock in that took up to 5 minutes and not compensated for this time in violation of California Labor Code sections 510 and 1194 and the applicable California Industrial Welfare Commission wage order(s). This compensation does not get paid out at the time of termination.

Defendants Did Not Provide All Meal Breaks

20. Typically, Plaintiff would work above 6-hour work shifts at Defendants. During these work shifts, Plaintiff would be required to do many work duty tasks during meal periods. During these shifts it would be very busy where Plaintiff would not be able or permitted to take all of its entitled 30-minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than a six, ten and twelve hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late, short, interrupted, or no 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate Plaintiff for all of their missed, short, late or interrupted, meal breaks throughout their employment nor were they paid all of premium wages for the missed, short, late or interrupted, meal breaks that should have been paid.

21. Plaintiff is informed and on that basis believes that all other Class Members and Subclass Members and similarly situated employees of Defendants were under the same circumstances and conditions of employment as them. Specifically, all other similarly situated employees would not be able or permitted to take all of their entitled uninterrupted 30-minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than a six hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late, short, interrupted or no 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate them for all of their missed, short, late or interrupted, meal breaks throughout their employment nor were they paid all of premium wages for the missed, short, late or interrupted, meal breaks that should have been paid.

1 **Defendants Provided Inaccurate Wage Statements**

2 22. Furthermore, throughout Plaintiff's employment, its paystubs did not accurately reflect
3 their applicable total hours worked, net wages earned, gross wages earned, name and address of
4 the legal entity employer and actual applicable wage rate all in violation of California Labor
5 Code Section 226(a), specifically sections 1--9. Due to the fact that Defendants either did not
6 provide any paystubs or excluded the hours worth of work, gross and net wages earned that
7 should have been reflected on their paystubs for work during meal and rest periods. Furthermore,
8 Defendant failed to include the full name and address of the legal entity that employed Plaintiff,
9 Class and Subclass. Defendants also failed to allow the Plaintiff, Class and Subclass to retain the
10 right to elect to receive a written paper stub or record or provide those whom are provided with
11 electronic wage statements the opportunity to easily access the information and convert the
12 electronic statements into hard copies at no expenses to the Plaintiff, Class and Subclass.
13 Therefore, their paystubs did not accurately reflect the total hours worked, net wages earned,
14 gross wages earned, accurately depict deductions that should have been taken out and actual
15 applicable wage rate corresponding with the total hours worked based upon failing to include all
16 hours worked as well as the name and address of the legal entity that employed Plaintiff, Class
17 and Subclass.

18 23. Plaintiff is informed and on that basis believes that all other similarly situated employees
19 of Defendants were under the same circumstances and conditions of employment as them.
20 Specifically, all other similarly situated employees were not provided with accurate itemized
21 wages statements and received paystubs that did not reflect their applicable total hours worked,
22 gross wages earned, net wages earned, depict deductions, name and address of the legal entity,
23 and actual applicable wage rates corresponding with the total hours worked by virtue of
24 excluding hourly rate and hours worth of work on their paystubs or the actual applicable wage
25 rate corresponding with the total hours worked.

26 **Defendants Did Not Reimburse Plaintiff and Employees for Necessary Business Expenses**

27 24. Defendants pressured, encouraged and required Plaintiff, Class Members, Subclass
28 Members and similarly situated employees to purchase uniforms without reimbursements.

1 **CLASS ACTION ALLEGATIONS**

2 25. This action is maintainable as a representative action pursuant to California Code of Civil
3 Procedure section 382 as to violations of Wage Order 5-2001 and UCL unpaid overtime, failure
4 to pay upon termination, meal break violations, failure to furnish timely, itemized wage
5 statements, and attorneys' fees and costs. Plaintiff is a representatives of other Class Members
6 and Subclass Members and is acting on behalf of their interests. The similarly situated
7 employees are known to Defendants and are readily identifiable and locatable through
8 Defendants own employment records. The Class that Plaintiff seeks to represent is defined as
9 follows:

10 All individuals in California who worked for Defendants as nonexempt
11 employees at any time from four years of the date of the filing of this Complaint
through the date of certification.

12 The Subclass 1 that Plaintiff seeks to represent is defined as follows:

13 All individuals in California who worked for Defendants as nonexempt
14 employees at any time from three years of the date of the filing of this Complaint
15 through the date of certification.

16 The Subclass 2 that Plaintiff seeks to represent is defined as follows:

17 All individuals in California who worked for Defendants as nonexempt
18 employees at any time from one year of the date of the filing of this Complaint
19 through the date of certification.

20 The Subclass 3 the Plaintiff seeks to represent is defined as follows:

21 All persons who were employed by Defendant in California as nonexempt
22 employees at any time from four years year prior to the date of filing of this action
23 through the date of signed order certifying the class and subjected to policies.
24 procedures or practices of having to purchase uniforms to work at Defendants for
work purposes without reimbursement.

25 The Subclass 4 the Plaintiff seeks to represent is defined as follows:

26 All persons who were employed by Defendant in California as nonexempt
27 employees at any time from four years prior to the date of filing of this action
28 through the date of signed order certifying the class and subjected to pre-shift
inspections in which they were not paid for all hours worked.

1 The Subclass 5 the Plaintiff seeks to represent is defined as follows:

2 All persons who were employed by Defendant in California as nonexempt
3 employees at any time from three years prior to the date of filing of this action
4 through the date of signed order certifying the class and subjected to pre-shift
5 inspections in which they were not paid for all hours worked.

6 The Subclass 6 the Plaintiff seeks to represent is defined as follows:

7 All persons who were employed by Defendant in California as nonexempt
8 employees at any time from one year prior to the date of filing of this action
9 through the date of signed order certifying the class and subjected to pre-shift
10 inspections in which they were not paid for all hours worked.

11 The Subclass 7 that Plaintiff seeks to represent is defined as follows:

12 All nonexempt Class Members in California who worked for Defendants in which
13 they were entitled to a legally compliant meal breaks pursuant to Cal. Lab Code
14 section 226.7, 512 and Wage Order 5, Section 11 and not paid premium wages for
15 missed, short, late or not taken meal breaks from four years of the date of the
16 filing of this Complaint through the date of certification.

17 The Subclass 8 that Plaintiff seeks to represent is defined as follows:

18 All nonexempt Class Members in California who worked for Defendants in which
19 they were entitled to a legally compliant meal breaks pursuant to Cal. Lab Code
20 section 226.7, 512 and Wage Order 5, Section 11 and not paid premium wages for
21 missed, short, late or not taken meal breaks from three years of the date of the
22 filing of this Complaint through the date of certification.

23 The Subclass 9 the Plaintiff seeks to represent is defined as follows:

24 All persons who were employed by Defendants in California as nonexempt
25 employees at any time from three years year prior to the date of filing of this
26 action through the date of signed order certifying the class and subjected to
27 policies. procedures or practices of having to use its personal cell phone for work
28 purposes without reimbursement.

26. The individuals included within the alleged Class and Subclass are over one hundred
(100) and is so numerous that joinder of each of them would be impracticable, and the
disposition of their claims in a class action, rather than in numerous individual actions, will

benefit the parties, the Court, and the interests of justice. The Subclasses 1 through Subclasses 9 shall be collectively referred to herein as “Subclass”.

27. Among the proposed Class and Subclass there is a well-defined community of interest in the questions of law and/or fact involved, affecting the Class Members and Subclass Members, These common questions include, but are not limited to:

- a. Whether Defendant’s failure to provide minimum wages to Class Members violates Labor Code sections 510 and 1194 and Wage Order 5-2001;
- b. Whether Defendant’s failure to provide overtime wages to Class Members violates Labor Code sections 210, 510 and 1194 and Wage Order 5-2001;
- c. Whether Defendants failure to provide meal periods to Class Members and Subclass Members violates Labor Code sections 226.7, 512 and Wage Order 5-2001;
- d. Whether Defendants failure to keep accurate payroll records of daily hours worked violates Labor Code section 1174;
- e. Whether Defendants’ failure to provide Class Members and Subclass Members with itemized statements of wages and hours worked violates Labor Code section 226;
- f. Whether Defendants’ failure to provide Class Members and Subclass Members all wages upon termination violates Labor Code sections 201, 202, and 203;
- g. Whether Defendants’ failure to provide Class Members and Subclass Members all reimbursed business expenses violates Labor Code section 2802;
- h. Whether Defendants various violations of the Labor Code serve as predicate violations of the UCL.

28. Common questions of law and/or fact predominate over questions that affect only individual Class Members and Subclass Members.

29. Plaintiff claims are typical of those belonging to the members of the Class and Subclass they seek to represent, and Plaintiff can adequately represent the Class and Subclass they seek to represent.

1 **FIRST CAUSE OF ACTION**

2 **(Claim For Failure to Pay Minimum Wage in Violation of Labor Code §§ 510, 1194, 1198**
3 **and IWC Wage Order 5, § 3 by Plaintiff, Class Members and Subclass Members Against**
4 **All Defendants and DOES 1-50)**

5 30. Plaintiff incorporates all of the allegations set forth in each of the paragraphs above and
6 below by reference as though set forth in full in this cause of action.

7 31. Plaintiff brings this claim on behalf of himself and the Class Members and Subclass
8 Members.

9 32. Throughout Plaintiff, Class Members and Subclass Members employment, they worked
10 above 8 hour daily working shifts and 40 hours per week. Defendants did not compensate
11 Plaintiff, Class Members and Subclass Members for all entitled minimum hours worked as they
12 were not compensated for all minimum wages for the work.

13 33. Plaintiff, Class Members and Subclass Members are entitled to minimum wage
14 compensation according to proof at the time of trial under Labor Code sections 510, 1194
15 subdivision (a), 1198 enforcing, Wage Order 5. Defendant's failure to pay Plaintiff, Class
16 Members and Subclass Members as required by the applicable wage order, violates the provision
17 of Labor Code section 1194, subdivision (a) and is therefore unlawful. Defendant also violated
18 Labor Code section 510.

19 34. Plaintiff, Class Members and Subclass Members are entitled to earnings for all hours
20 worked, Plaintiff is also entitled to recover the statutory civil fines pursuant to Labor Code
21 section 1194, subdivision (a). The exact amount of the applicable damages is an amount to be
22 shown according to proof at trial and within the jurisdictional limits of the Court.

23 **SECOND CAUSE OF ACTION**

24 **(Claim For Failure to Pay Overtime Wage in Violation of Labor Code §§ 510, 1194, 1198**
25 **and IWC Wage Order 5, § 3 by Plaintiff, Class Members and Subclass Members Against**
26 **All Defendants and DOES 1-50)**

27 35. Plaintiff incorporates all of the allegations set forth in each of the paragraphs above and
28 below by reference as though set forth in full in this cause of action.

36. Plaintiff brings this claim on behalf of himself and the Class Members and Subclass
Members.

1 37. Throughout Plaintiff, Class Members and Subclass Members employment, they worked
2 above 8 hour daily working shifts and 40 hours per week. Defendants did not compensate
3 Plaintiff, Class Members and Subclass Members for all entitled overtime hours worked above 8
4 hours in a day and 40 hours per week as they were not compensated for their overtime when they
5 worked above forty hours each week or eight hours each day.

6 38. Plaintiff, Class Members and Subclass Members are entitled to overtime compensation
7 according to proof at the time of trial under Labor Code sections 510, 1194 subdivision (a), 1198
8 enforcing, Wage Order 5. Defendant's failure to pay Plaintiff, Class Members and Subclass
9 Members as required by the applicable wage order, violates the provision of Labor Code section
10 1194, subdivision (a) and is therefore unlawful. Defendant also violated Labor Code section
11 510.

12 39. Plaintiff, Class Members and Subclass Members are entitled to earnings for all hours
13 worked, including overtime and double overtime. Plaintiff is also entitled to recover the
14 statutory civil fines pursuant to Labor Code section 1194, subdivision (a). The exact amount of
15 the applicable damages is an amount to be shown according to proof at trial and within the
16 jurisdictional limits of the Court.

17 **THIRD CAUSE OF ACTION**

18 **(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Order 5 19 Section 11, by Plaintiff and Class and Subclass Against All Defendants and DOES 1-50)**

20 40. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
21 and below by reference as though set forth in full in this cause of action.

22 41. Plaintiff bring this claim on behalf of himself, the Class Members and Subclass
23 Members.

24 42. Defendants were required to authorize and permit Plaintiff and Class Members and
25 Subclass Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission
26 Wage Order 5-2001 Section 11(A). Defendants failed to do so by not allowing such
27 uninterrupted meal breaks. Plaintiff Class Members and Subclass Members are entitled to
28 premium wages and civil penalties as a consequence of this failure.

1 43. Defendants were required to pay the Plaintiff, Class Members and Subclass Member
2 employees one (1) hour of pay at their regular rate of compensation for each workday that the
3 legally compliant meal breaks are not provided, pursuant to California labor Code sections 226,7,
4 and 512, Industrial Welfare Commission Wage Order 5-2001 Section 11(B). It failed to do so.
5 Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as
6 a consequence of this failure.

7 44. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
8 Subclass Members have suffered and continues to suffer substantial losses related to the use and
9 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
10 in seeking to compel Defendants to fully perform its obligation under state law, all to their
11 respective damage in amounts according to proof at trial and within the jurisdictional limitations
12 of this Court.

13 45. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages
14 available pursuant to the Labor Code, Wage Order 5, and an award of reasonable attorney's fees
15 and costs. The exact amount of the applicable penalties is an amount to be shown according to
16 proof at trial.

17 **FOURTH CAUSE OF ACTION**

18 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 210 by Plaintiff, 19 Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

20 46. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
21 above and below by reference as though set forth in full in this cause of action.

22 47. Pursuant to Labor Code section 210, an employer may not fail to pay the wages of each
23 employee.

24 48. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

25 49. Defendant failed to pay Plaintiff, Class Members and Subclass Members minimum and
26 overtime wages ages as required by California Labor Code section 210. As a result, Defendant's
27 are liable to Plaintiffs, Class Members and Subclass Members, plus reasonable attorney's fees
28 and costs of suit.

50. Plaintiff, on behalf of itself, Class Members and Subclass Members, also request relief as described below.

51. The exact amount of the applicable damages is an amount to be shown according to proof at trial.

FIFTH CAUSE OF ACTION

(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by Plaintiff on Behalf of Herself and Class and Subclass Against All Defendants and DOES 1-50)

52. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

53. Pursuant to Labor Code section 203, an employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits.

54. Plaintiff brings this claim on behalf of herself and the Class and Subclass Members.

55. Defendant failed to pay Class Members who are no longer employed by Defendant compensation due upon termination as required by California Labor Code section 201 and 202. As a result, Defendant is liable to former employee Class and Subclass Members waiting time penalties provided under California Labor Code section 203, plus reasonable attorney's fees and costs of suit. At the time of Plaintiff's termination, Plaintiff was owed wages for Defendant's failure to compensate her for overtime time and hours worked in violation of Labor Code section 203.

56. Plaintiff, on behalf of itself and Class and Subclass Members, also request relief as described below.

57. The exact amount of the applicable damages is an amount to be shown according to proof at trial.

SIXTH CAUSE OF ACTION

(Provide Accurate Wage Statements in Violation of Labor Code § 226(a) by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

58. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

59. Plaintiff bring this claim on behalf of themselves, and the Class Members and Subclass Members.

60. Labor Code section 226(a) requires An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The applicable Wage Order provides: "Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item."

61. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and Subclass Members with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the

1 legal entity employing them, all applicable hourly rates in effect during each pay period, and the
2 corresponding number of hours worked at each hourly rate by them and Class Members and
3 Subclass Members.

4 62. Plaintiff, Class and Subclass suffered injury as a result of Defendants knowing and
5 intentional failure to provide them with accurate the wage and hour statements required by law,
6 which injury shall exceed the jurisdictional minimums of the superior court.

7 **SEVENTH CAUSE OF ACTION**

8 **(Claim For Failure to Reimburse Plaintiff for All Necessary Expenses Per Lab. Code §§
2802, 2804 Plaintiff, Class and Subclass Against All)**

9 63. Plaintiff hereby incorporates all of the allegations set for in each of the paragraphs above
10 and below by reference as though set forth in full in this cause of action.

11 64. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

12 65. Plaintiff, Class Members and Subclass Members were non-exempt employees of
13 Defendant. In the course of their employment, Plaintiff, Class Members and Subclass Members
14 were not reimbursed for expenses arising in the course and scope of their services. These
15 expenses included, but not limited to, the purchase of uniforms.

16 66. Plaintiff, Class Members and Subclass Members were not exempt employees and entitled
17 to the protections of IWC Order 5-2001, (Title 8 of the California Code of Regulations § 11090),
18 and California Labor Code § 200, 500, 1194, 1197, and 1198).

19 67. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code §
20 2802 which states that “an employer shall indemnify his or her employees for all necessary
21 expenditures or losses incurred by the employee indirect consequence of the discharge of his
22 duties, or of his obedience to the directions of the employer.”

23 68. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code §
24 2804 which states that “any contract or agreement, express or implied, made by any employee to
25 waive the benefits of this article or any part thereof, is null and void, and this article shall not
26 deprive any employee or his personal representative of any right or remedy to which he is
27 entitled under the laws of this State.”
28

69. As a proximate result of Defendant's policies in violation of Labor Code §§ 2802 and 2804, Plaintiff, Class Members and Subclass Members suffered damages in sums, which will be shown according to proof to be in excess of the jurisdictional minimum of this Court.

70. Plaintiff is entitled to expenses, attorney's fees. Interest, and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

71. Pursuant to Labor Code § 2802(b), in any action brought for the reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgment in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure. Plaintiff, Class Members and Subclass Members are entitled to said interest.

72. Plaintiff, Class Members and Subclass Members are entitled to reimbursement for expenses including, but not limited to, reimbursement for expenses in connection to being required to purchase uniforms in order to work, attorney's fees, interest, and costs of suit pursuant to Labor code § 2802 for bringing this action.

EIGHTH CAUSE OF ACTION

**(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)
By Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

73. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

74. Plaintiff bring this claim on behalf of themselves, Class Members and Subclass Members.

75. Business & Professions Code section 17200 states "As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code."

76. Through Defendants conduct during the applicable statutory period including, but not limited to, the conduct alleged herein, including that alleged on information and belief, the defendant has engaged in business practices in California by practicing, employing, and utilizing, the employment practices outlined in the preceding paragraphs all in violation of California law and the applicable Industrial Welfare Commission Wage Order. Defendants use of such practices

1 constitutes an unfair business practice, unfair competition, and provides as unfair advantage over
2 Defendants competitors doing business in the State of California that comply with their
3 obligations to properly provide employment conditions in compliance with the law and pay
4 employees for all earned wages and compensation as required by law.

5 77. Defendants violations of the California Civil Code, Labor Code and the applicable Wage
6 Order and their scheme to lower payroll costs as alleged herein constitute unlawful business
7 practices because these actions were done in a systematic manner over a period of time to the
8 detriment of Plaintiff, Class and Subclass. The acts complained of herein occurred within the last
9 four (4) years preceding the filing of this complaint and include, but are not limited to, failure to
10 (i) include the gross wages earned, total hours worked, net wages earned, failed to include name
11 and address of legal entity employer, and applicable hourly rates into the employee paystubs to
12 allow them to ascertain the hourly rate in which they could expect to be paid; (ii) provide proper
13 rest breaks and meal breaks; (iii) maintain accurate records and provide and maintain accurate
14 itemized wage statements reflecting the amount of hours worked, name and address of legal
15 entity employer, and applicable hourly rates; and (iv) pay wages upon termination. Plaintiff is
16 informed and believes and on that basis alleges that, at all times herein mentioned, Defendants
17 engaged in the above-mentioned acts of unlawful, deceptive, and unfair business practices
18 prohibited by California Business and Professions Code sections 17200 et seq., including those
19 set forth in the preceding paragraph, thereby depriving Plaintiff, Class and Subclass of the
20 minimum working condition standards and conditions due, including those under Labor Code
21 and Wage Order.

22 78. As a result of Defendants unfair competition as alleged herein, Plaintiff, Class and
23 Subclass have suffered injury in fact and lost money or property. Plaintiff, Class and Subclass
24 have been deprived of the rights to accurate and itemized wage statements, wages and benefits
25 due including those as alleged herein.

26 79. Pursuant to California Business & Professions Code section 17203, Plaintiff, Class and
27 Subclass are entitled to seek restitution of all wages and other monies owed on behalf of
28 themselves and Aggrieved Employees belonging to them, including interest thereon, which

1 Defendants wrongfully withheld from them and retained for itself by means of its unlawful and
2 unfair business practices.

3 80. Plaintiff, Class and Subclass are entitled to an injunction and other declaratory and
4 equitable relief against such practices to prevent future damage for which there is no adequate
5 remedy at law, and to avoid a multiplicity of lawsuits.

6 81. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct
7 alleged herein is continuing and there is no indication that Defendants will not continue such
8 activity into the future. Plaintiff alleges that if Defendants are not enjoined from the conduct set
9 forth in this Complaint, they will continue to fail to pay the wage and compensation required to
10 be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

11 82. As a direct and proximate result of Defendants conduct, Defendants have received and
12 will continue to receive monies that rightfully belong to members of the general public who have
13 been adversely affected by Defendants conduct, as well as to Plaintiff by virtue of any unpaid
14 wages and other monies or penalties associated therewith.

15 83. Plaintiff, Class and Subclass are entitled and seeks any and all available remedies
16 including but not limited to restitution and recovery of reasonable attorney's fees and costs
17 pursuant to California Code of Civil Procedure section 1021.5, Business and Professions Code
18 section 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

19
20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class and
22 Subclass, prays for judgment against Defendants as follows:

- 23 A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro.
24 Section 382, on behalf of the proposed class;
- 25 B. Class notice to all Class Members and Subclass Members in California who worked
26 for Defendants from four years prior to the filing of the original Complaint through
27 the trial of this action;
- 28 C. Plaintiff be appointed as the representative of the Class and Subclass;

- 1 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- 2 E. The Court declare Defendants policies and/or practices of failing to provide meal
- 3 periods violates California Labor Code section 226.7, and 512 and Wage Order 5-
- 4 2001 Section 11(A) by failing to provide the Class Members, Subclass Members and
- 5 Aggrieved Employees with meal periods of at least one-half hour in which they were
- 6 relieved of all duties for every five hours of work;
- 7 F. The Court declare Defendants policies and/or practices of failing to provide rest
- 8 periods violates California Labor Code section 226.7 and Wage Order 5-2001 Section
- 9 12(A) by failing to provide the Class Members, Subclass Members and Aggrieved
- 10 Employees with rest periods of at least ten minutes in which they were relieved of all
- 11 duties for every four hours of work or major fraction thereof;
- 12 G. The Court declare Defendants policies and/or practices of failing to furnish accurate
- 13 wage statement to Class Members, Subclass Members and Aggrieved employees
- 14 violates Labor Code section 226; and
- 15 H. The Court declare Defendants policies and/or practices of failing to keep accurate
- 16 payroll records of daily hours worked for Plaintiff, Subclass Members and Class
- 17 Members violates Labor Code section 1174 and 1174.5.

18

19 **First Cause of Action:**

- 20 1. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to
- 21 Labor Code sections 510 and 1194.
- 22 2. The exact amount of the applicable damages is an amount to be shown according to proof at
- 23 trial and within the jurisdictional limits of the Court.
- 24 3. An award to Class Representative Plaintiff Class Members and Subclass Members of
- 25 reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5,
- 26 California Labor Code section 218.5, 1194, 510 and/or other applicable law.
- 27
- 28

1 **Second Cause of Action:**

2 4. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to
3 Labor Code sections 510 and 1194.

4 5. The exact amount of the applicable damages is an amount to be shown according to proof at
5 trial and within the jurisdictional limits of the Court.

6 6. An award to Class Representative Plaintiff Class Members and Subclass Members of
7 reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5,
8 California Labor Code section 218.5, 510, 1194 and/or other applicable law.

9
10 **Third Cause of Action:**

11 7. For an award of damages to Plaintiff and the Class Members and Subclass Members
12 pursuant to Labor Code section 226.7 (c).

13 8. The exact amount of the applicable damages is an amount to be shown according to proof at
14 trial and within the jurisdictional limits of the Court.

15 9. An award to Class and Subclass Representative Plaintiff, and the Class Members and
16 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
17 Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.

18
19 **Fourth Causes of Action:**

20 10. For an award of damages to Plaintiffs and the Class Members and Subclass Members
21 pursuant to Labor Code section 210.

22 11. The exact amount of the applicable damages is an amount to be shown according to proof at
23 trial and within the jurisdictional limits of the Court.

24 12. An award to Class and Subclass Representative Plaintiff, and the Class Members and
25 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
26 Procedure Code section 1021.5, California Labor Code section 210 and/or other applicable law.

1 **Fifth Cause of Action:**

2 13. For an award for the Plaintiff and Class Members for owed wages and penalties,
3 plus interest pursuant to Labor Code section 203.

4 14. The exact amount of the applicable damages is an amount to be shown according to proof at
5 trial and within the jurisdictional limits of the Court.

6 15. For attorney's fees and costs to the extent permitted by Labor Code section 218.5 and

7 16. California Code of Civil Procedure 1021.5.
8

9 **Sixth Cause of Action:**

10 17. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant
11 to Labor Code section 226.

12 18. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the
13 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
14 each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the
15 applicable damages is an amount to be shown according to proof at trial and within the
16 jurisdictional limits of the Court.

17 19. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).
18

19 **Seventh Causes of Action:**

20 20. For an award of damages to Plaintiff and the Class Members and Subclass Members
21 pursuant to Labor Code section 2802 et seq.

22 21. The exact amount of the applicable damages is an amount to be shown according to proof at
23 trial and within the jurisdictional limits of the Court.

24 22. An award to Class and Subclass Representative Plaintiff, and the Class Members and
25 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
26 Procedure Code section 1021.5, California 2802 et seq., and/or other applicable law.
27
28

Eighth Cause of Action:

23. For a temporary restraining order, a preliminary injunction, and a permanent injunction enjoining Defendants and its agents, servants and employees, and all persons acting under, in concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and business practices described in Paragraphs through 63 above;

24. For restitution, lost wages and penalties therewith;

25. For pre-judgment and post-judgment interest to the extent permitted by law;

26. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and

27. For such other relief as the Court deems just and proper.

As to All Causes of Action:

28. For reasonable attorneys' fees and costs incurred

29. Interest accrued to date under the California Labor Code, including under Sections 226.7;

30. For such other and further relief as this Court may deem just and proper.

Dated: April 13, 2021

Jackson Law, APC

By:/s/ Armond M. Jackson

Armond M. Jackson

Attorneys for Plaintiff Leticia Sanchez

DEMAND FOR JURY TRIAL

Plaintiff Leticia Sanchez demands a jury trial in the above captioned matter.

Dated: April 13, 2021

Jackson Law, APC

By: /s/ Armond M. Jackson

Armond M. Jackson

Attorneys for Plaintiff Leticia Sanchez