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

LATASHA STIGER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PROVIDENCE ST. JOSEPH HEALTH;
AEROTEK SCIENTIFIC, LLC; and DOES
1 through 20, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Accurate Itemized Wage Statements;
4. Failure to Pay All Wages Due Upon Separation of Employment;
5. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff LaTasha Stiger, individually, and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff LaTasha Stiger (“Plaintiff”) brings this putative class action against
5 Defendants Aerotek Scientific, LLC, Providence St. Joseph Health, and DOES 1 through 20,
6 inclusive (“Defendants”), on behalf of herself individually and a putative class of California
7 citizens who are and were employed by Defendants as non-exempt employees throughout
8 California.

9 2. Defendants are in the business of staffing and healthcare.

10 3. Through this action, Plaintiff alleges that Defendants have engaged in a
11 systematic pattern of wage and hour violations under the California Labor Code and Industrial
12 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
13 unfair competition.

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

16 (a) failing to pay all wages (including minimum wages and overtime
17 wages);

18 (b) failing to provide accurate itemized wage statements;

19 (c) failing to pay all wages due upon separation of employment.

20 5. Plaintiff seeks monetary relief against Defendants on behalf of herself and all
21 others similarly situated in California to recover, among other things, unpaid wages and
22 benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§
23 201, 202, 203, 204, 210, 226, 510, 1182.12, 1194, 1194.2, 1197, 1198, and Code of California
24 Civil Procedure § 1021.5.

25 **JURISDICTION AND VENUE**

26 6. This is a class action pursuant to California Code of Civil Procedure § 382. The
27 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits
28 of the Superior Court and will be established according to proof at trial.

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

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

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transacts business, or have offices in this county, or the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a citizen of California and worked for Defendants in California during the relevant time periods as alleged herein.

11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named Defendants once their name and capacity becomes known.

13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint

1 scheme, business plan, or policy or integrated enterprise in all respects pertinent hereto, and
2 the acts of Defendants are legally attributable to the other Defendants. Furthermore, Defendants
3 in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

4 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the
5 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
6 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
7 the other's behalf. The acts of Defendants were in accordance with, and represent, the official
8 policy of Defendants.

9 16. At all relevant times, Defendants acted within the scope of such agency or
10 employment, or ratified each and every act or omission complained of herein. At all relevant
11 times, Defendants aided and abetted the acts and omissions of each Defendants in proximately
12 causing the damages herein alleged.

13 17. Plaintiff is informed and believes, and thereon alleges, that Defendants are in
14 some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
15 occurrences, and transactions alleged herein.

16 **CLASS ACTION ALLEGATIONS**

17 18. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of
18 herself and all others similarly situated who were affected by Defendants' Labor Code,
19 Business and Professions Code §§ 17200, and IWC Wage Order violations.

20 19. All claims alleged herein arise under California law for which Plaintiff seeks
21 relief authorized by California law.

22 20. Plaintiff's proposed class consists of and is defined as follows:

23 Class

24 All California citizens currently or formerly employed by Defendants as non-
25 exempt employees in the State of California at any time between November 1,
26 2016¹ and the date the class is certified ("Class").

27 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
28 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

1 21. Plaintiff also seeks to certify the following subclass of employees:

2 Waiting Time Subclass

3 All Class Members who separated their employment with Defendants at any time
4 between November 1, 2017 and the date the class is certified (“Subclass” or
5 “Waiting Time Subclass”).

6 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
7 subclasses, or modify or re-define any class or subclass definition as appropriate based on
8 investigation, discovery, and specific theories of liability.

9 23. Members of the Class and the Subclass described above will be collectively
10 referred to as “Class Members.”

11 24. There are common questions of law and fact as to the Class Members that
12 predominate over any questions affecting only individual members including, but not limited to,
13 the following:

14 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
15 (including minimum wages and overtime wages) for all hours worked by
16 Plaintiff and Class Members.

17 (b) Whether Defendants required Plaintiff and Class Members to work over
18 eight (8) hours per day, over twelve (12) hours per day, over forty (40)
19 hours per week, and/or seven (7) consecutive days and failed to pay them
20 overtime compensation at the proper rate.

21 (c) Whether Defendants failed to provide Plaintiff and Class Members
22 accurate itemized wage statements.

23 (d) Whether Defendants failed to timely pay the Waiting Time Subclass all
24 wages due upon termination or within seventy-two (72) hours of
25 resignation.

26 (e) Whether Defendants’ conduct was willful or reckless.

27 (f) Whether Defendants engaged in unfair business practices in violation of
28 Business and Professions Code §§ 17200, *et seq.*

1 25. There is a well-defined community of interest in this litigation and the proposed
2 Class and Subclass are readily ascertainable:

3 (a) Numerosity: The Class Members are so numerous that joinder of all
4 members is impractical. Although the members of the entire Class and Subclass are unknown
5 to Plaintiff at this time, on information and belief, the class is estimated to be greater than
6 twenty-five (25) individuals. The identities of the Class Members are readily ascertainable by
7 inspection of Defendants' employment and payroll records.

8 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
9 claims (or defenses, if any) of the Class Members because Defendants' failure to comply with
10 the provisions of California's wage and hour laws entitled each Class Member to similar pay,
11 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
12 sustained by the Class Members because they arise out of and are caused by Defendants'
13 common course of conduct as alleged herein.

14 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
15 interests of all Class Members because it is in her best interest to prosecute the claims alleged
16 herein to obtain full compensation and penalties due to her and the Class Members. Plaintiff's
17 attorneys, as proposed class counsel, are competent and experienced in litigating large
18 employment class actions and versed in the rules governing class action discovery,
19 certification, and settlement. Plaintiff has incurred and, throughout the duration of this action,
20 will continue to incur attorneys' fees and costs that have been and will be necessarily expended
21 for the prosecution of this action for the substantial benefit of the Class Members.

22 (d) Superiority: The nature of this action makes use of class action
23 adjudication superior to other methods. A class action will achieve economies of time, effort,
24 and expense as compared with separate lawsuits and will avoid inconsistent outcomes because
25 the same issues can be adjudicated in the same manner for the entire Class and Subclass at the
26 same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently
27 manage this case as a class action.

1 (e) Public Policy Considerations: Employers in the State of California
2 violate employment and labor laws every day. Current employees are often afraid to assert their
3 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing
4 actions because they believe their former employers might damage their future endeavors
5 through negative references and/or other means. Class actions provide class members who are
6 not named in the complaint with a type of anonymity that allows for the vindication of their
7 rights while affording them privacy protections.

8 **GENERAL ALLEGATIONS**

9 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
10 California citizens as non-exempt employees at Defendants' California business location(s).

11 27. Defendants employed Plaintiff as a non-exempt employee at Defendants'
12 California business location.

13 28. Defendants continue to employ non-exempt employees within California.

14 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein
15 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals
16 who were knowledgeable about California's wage and hour laws, employment and personnel
17 practices, and the requirements of California law.

18 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and Class Members were entitled to receive wages for all time
20 worked (including minimum wages and overtime wages) and that they were not receiving all
21 wages earned for work that was required to be performed. In violation of the Labor Code and
22 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
23 wages and overtime wages) for all hours worked at the correct rate due to rounding time
24 punches in the employer's favor and requiring off-the-clock work, among other issues.

25 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and Class Members were entitled to receive itemized wage
27 statements that accurately showed the following information pursuant to the Labor Code: (1)
28 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units

1 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
2 deductions, provided that all deductions made on written orders of the employee may be
3 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period
4 for which the employee is paid; (7) the name of the employee and only the last four digits of his
5 or her social security number or an employee identification number other than a social security
6 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
7 hourly rates in effect during the pay period and the corresponding number of hours worked at
8 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members
9 were not provided with accurate itemized wage statements.

10 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that the Waiting Time Subclass was entitled to timely payment of wages
12 due upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass
13 did not receive payment of all wages within permissible time periods.

14 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known they had a duty to compensate Plaintiff and Class Members, and
16 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
17 intentionally failed to do so in order to increase Defendants' profits.

18 34. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
19 against Defendants on behalf of herself and all Class Members to recover, among other things,
20 unpaid wages (including minimum wages and overtime wages), interest, attorneys' fees,
21 penalties, costs, and expenses.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGES**

24 (Violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197; Violation of IWC Wage Order)

25 35. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
26 though fully set forth herein.

36. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

37. During the relevant time period, Defendants paid Plaintiff and Class Members less than minimum wages when they failed to pay proper compensation for all hours worked. To the extent these hours do not qualify for the payment of overtime, Plaintiff and Class Members were not being paid at least the lawful minimum wage for their work.

38. During the relevant time period, Defendants regularly failed to pay at least minimum wage to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

39. Defendants' failure to pay Plaintiff and Class Members the required minimum wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

40. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order)

41. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

42. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2) times the person's regular rate of pay, depending on the number of hours or days worked by the person on a daily or weekly basis.

43. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay overtime compensation to Plaintiff and Class Members at the rate of one

1 and one-half times (1½) their regular rate of pay when working and for all hours worked in
2 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
3 eight (8) hours of work on the seventh day of work in a workweek.

4 44. The applicable IWC Wage Orders further provide that Defendants are and were
5 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
6 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours
7 in a day or in excess of eight (8) hours on the seventh day of work in a workweek.

8 45. California Labor Code § 510 codifies the right to overtime compensation at one
9 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in
10 a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
11 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
12 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
13 seventh day of work in a workweek.

14 46. Labor Code § 510 and the applicable IWC Wage Orders provide that
15 employment of more than six days in a workweek is only permissible if the employer pays
16 proper overtime compensation as set forth herein.

17 47. Plaintiff and Class Members were non-exempt employees entitled to the
18 protections of California Labor Code §§ 510 and 1194.

19 48. During the relevant time period, Defendants required Plaintiff and Class
20 Members to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or for a
21 seventh consecutive day in a workweek without paying Plaintiff and Class Members overtime
22 wages for their work.

23 49. During the relevant time period, Defendants failed to pay Plaintiff and Class
24 Members overtime wages for all overtime hours worked when Plaintiff and Class Members
25 worked in excess of eight (8) hours in a day, forty (40) hours in a week and/or for a seventh
26 consecutive day of work in a workweek, or when Plaintiff and Class Members worked in
27 excess of twelve (12) hours in a day and/or in excess of eight (8) hours on the seventh day of
28 work in a work week.

50. In violation of state law, Defendants knowingly and willfully refused to perform its obligations and compensate Plaintiff and Class Members for all wages earned and all hours worked.

51. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of overtime and double time compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

52. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226; Violation of IWC Wage Order)

53. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

54. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (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 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 (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.

55. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Class Members. Defendants provided Plaintiff and Class Members with wage statements

1 that were missing or inaccurately stated one or more of the following items: (1) gross wages
2 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and
3 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
4 provided that all deductions made on written orders of the employee may be aggregated and
5 shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
6 employee is paid, (7) the name of the employee and the last four digits of his or her social
7 security number or an employee identification number other than a social security number, (8)
8 the name and address of the legal entity that is the employer, and/or (9) all applicable hourly
9 rates in effect during the pay period and the corresponding number of hours worked at each
10 hourly rate by the employee.

11 56. As a result of Defendants' knowing and intentional failure to comply with Labor
12 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their
13 statutorily-protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an
14 injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor
15 Code § 226(a). Plaintiff and Class Members were denied both their legal right to receive, and
16 their protected interest in receiving, accurate itemized wage statements under Labor Code
17 § 226(a). In addition, because Defendants failed to provide the accurate rates of pay on wage
18 statements, Defendants prevented Plaintiff and Class Members from determining if all hours
19 worked were paid at the appropriate rate and the extent of the underpayment. Plaintiff has had
20 to file this lawsuit in order to analyze the extent of the underpayment, thereby causing Plaintiff
21 to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and
22 incur these costs had Defendants provided the accurate hours worked, wages earned, and rates
23 of pay. This has also delayed Plaintiff's ability to demand and recover the underpayment of
24 wages from Defendants.

25 57. Plaintiff and Class Members are entitled to recover from Defendants the greater
26 of all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or
27 fifty dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred
28

1 dollars (\$100.00) per employee for each violation in subsequent pay periods in an amount not
2 exceeding four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

3 58. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff
4 and Class Members from knowing, understanding, and disputing the wages paid to them and
5 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
6 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and
7 Class Members have suffered an injury, in the exact amount of damages and/or penalties to be
8 shown according to proof at trial.

9 59. Class Members that are still employed by Defendants are also entitled to
10 injunctive relief under California Labor Code § 226(h), compelling Defendants to comply with
11 California Labor Code § 226. Accordingly, affected Class Members seek the recovery of
12 attorneys' fees and costs incurred in obtaining this injunctive relief.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

15 (Violation of Labor Code §§ 201, 202, and 203; Violation of IWC Wage Order)

16 60. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
17 though fully set forth herein.

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

24 62. During the relevant time period, Defendants willfully failed to pay the Waiting
25 Time Subclass all their earned wages upon termination, including, but not limited to, proper
26 minimum wage and overtime compensation either at the time of discharge or within seventy-
27 two (72) hours of their leaving Defendants' employ.
28

63. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

64. Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

65. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members' regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30) days.

FIFTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.

(Violation of Business and Professions Code §§ 17200, *et seq.*)

66. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

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

68. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on a violation of any state or federal law. In the instant case, Defendants' policies and practices violated state law, causing Plaintiff and Class Members to suffer and continue to suffer injuries-in-fact.

69. Defendants' policies and practices violated state law in at least the following respects:

- 1 (a) Failing to pay all wages earned (including minimum wage and overtime
2 wages) to Plaintiff and Class Members in violation of Labor Code §§
3 510, 1182.12, 1194, 1194.2, 1197, and 1198.
- 4 (b) Failing to provide Plaintiff and Class Members with accurate itemized
5 wage statements in violation of Labor Code § 226.
- 6 (c) Failing to timely pay all earned wages to the members of the Waiting
7 Time Subclass upon separation of employment in violation of Labor
8 Code §§ 201, 202, and 203.

9 70. As alleged herein, Defendants systematically engaged in unlawful conduct in
10 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
11 (minimum and overtime wages), failing to furnish accurate wage statements, and failing to pay
12 all wages due and owing upon separation of employment in a timely manner, all in order to
13 decrease its costs of doing business and increase its profits.

14 71. At all relevant times herein, Defendants held themselves out to Plaintiff and
15 Class Members as being knowledgeable concerning the labor and employment laws of
16 California.

17 72. At all times relevant herein, Defendants intentionally avoided paying Plaintiff
18 and Class Members wages and monies, thereby creating for Defendants an artificially lower
19 cost of doing business in order to undercut its competitors and establish and/or gain a greater
20 foothold in the marketplace.

21 73. As a result of Defendants' intentional, willful, purposeful, and wrongful
22 misrepresentation of their conformance with the California Labor Code and IWC Wage Orders,
23 Plaintiff and Class Members suffered a loss of wages and monies, all in an amount to be shown
24 according to proof at trial.

25 74. By violating the foregoing statutes and regulations as herein alleged,
26 Defendants' acts constitute unfair and unlawful business practices under California Business
27 and Professions Code §§ 17200, *et seq.*

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75. As a result of the unfair and unlawful business practices of Defendants, as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

76. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

Plaintiff, on her own behalf and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class, Waiting Time Subclass, and any other appropriate subclasses;
2. For appointment of LaTasha Stiger as the class representative;
3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For liquidated damages pursuant to Labor Code § 1194.2;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful,

1 unfair, or fraudulent and, therefore, constituting unfair competition under Business and
2 Professions Code §§ 17200, *et seq.*;

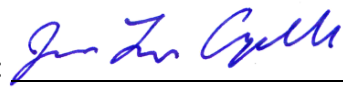
3 12. For pre-judgment interest;

4 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
5 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
6 226(e) and 1194; and

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

8
9 Dated: April 27, 2021

AEGIS LAW FIRM, PC

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11 By: 
12 Jessica L. Campbell
13 Attorneys for Plaintiff LaTasha Stiger

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

16 Dated: April 27, 2021

AEGIS LAW FIRM, PC

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18 By: 
19 Jessica L. Campbell
20 Attorneys for Plaintiff LaTasha Stiger
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