

VENTURA
SUPERIOR COURT
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individually, and on behalf of others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

LETICIA FLORES, individually, and on
behalf of others similarly situated

Plaintiff,

vs.

JR & MRP ENTERPRISES, a corporation;
JAMES POWELL INC., a corporation;
JAMES R. POWELL, INC., a corporation;
JAMES POWELL, an individual; MARY
POWELL, an individual; and DOES 1 through
50, inclusive,

Defendants

CASE NO.: 56-2021-00557205-CU-OE-VTA

COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

By FAX

1 **INTRODUCTION**

2 PLAINTIFF LETICIA FLORES (“PLAINTIFF”) an individual, demanding a jury trial, on
3 behalf of herself and other persons similarly situated, hereby alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. The Superior Court of the State of California has jurisdiction in this matter because
6 PLAINTIFF is a resident of the State of California, and Defendants JR & MRP ENTERPRISES, a
7 corporation JAMES POWELL INC., a corporation, JAMES R. POWELL, INC., a corporation,
8 JAMES POWER, an individual, and DOES 1 through 50, inclusive (collectively
9 “DEFENDANTS”), are qualified to do business in California and regularly conduct business in
10 California. Further, no federal question is at issue because the claims are based solely on California
11 law.

12 2. Venue is proper in this judicial district and the County of VENTURA, California
13 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
14 in the County of VENTURA, DEFENDANTS maintain offices and facilities and transact
15 business in the County of VENTURA, and because DEFENDANTS’ illegal payroll policies and
16 practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and
17 other persons similarly situated, in the County of VENTURA.

18 **PLAINTIFF**

19 3. PLAINTIFF is a female resident of the State of California and a former employee
20 of DEFENDANTS.

21 4. PLAINTIFF, on behalf of herself and other similarly situated current and former
22 non-exempt employees of DEFENDANTS in the State of California at any time during the four
23 years preceding the filing of this action, and continuing while this action is pending, brings this
24 class action to recover, among other things, wages and penalties from unpaid wages earned and
25 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
26 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
27 quitting employees, failure to indemnify employees for necessary expenditures and/or losses
28 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure

1 to maintain required records, and interest, attorneys' fees, costs, and expenses.

2 5. PLAINTIFF brings this action on behalf of herself and the following similarly
3 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
4 employees of DEFENDANTS in the State of California at any time within the period
5 beginning four (4) years prior to the filing of this action and ending at the time this action
6 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
7 to name additional class representatives.

8 **DEFENDANTS**

9 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT JR
10 & MRP ENTERPRISES is, and at all times relevant hereto was, a corporation organized and
11 existing under the laws of the State of California. PLAINTIFF is further informed and believes,
12 and thereon alleges, that DEFENDANT JR & MRP ENTERPRISES is authorized to conduct
13 business in the State of California, and does conduct business in the State of California.
14 Specifically, DEFENDANT JR & MRP ENTERPRISES maintains offices and facilities and
15 conducts business in, and engages in illegal payroll practices or policies in, the County of
16 VENTURA, State of California.

17 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
18 JAMES POWELL INC. is, and at all times relevant hereto was, a corporation organized and
19 existing under the laws of the State of California. PLAINTIFF is further informed and believes,
20 and thereon alleges, that JAMES POWELL INC. is authorized to conduct business in the State of
21 California, and does conduct business in the State of California. Specifically, DEFENDANT
22 JAMES R. POWELL, INC. maintains offices and facilities and conducts business in, and engages
23 in illegal payroll practices or policies in, the County of VENTURA, State of California.

24 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
25 JAMES R. POWELL, INC. is, and at all times relevant hereto was, a corporation organized and
26 existing under the laws of the State of California. PLAINTIFF is further informed and believes,
27 and thereon alleges, that JAMES R. POWELL, INC. is authorized to conduct business in the State
28 of California, and does conduct business in the State of California. Specifically, DEFENDANT

1 JAMES R. POWELL, INC. maintains offices and facilities and conducts business in, and engages
2 in illegal payroll practices or policies in, the County of VENTURA, State of California.

3 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
4 JAMES R. POWELL, INC. is, and at all times relevant hereto was, a corporation organized and
5 existing under the laws of the State of California. PLAINTIFF is further informed and believes,
6 and thereon alleges, that JAMES R. POWELL, INC. is authorized to conduct business in the State
7 of California, and does conduct business in the State of California. Specifically, DEFENDANT
8 JAMES R. POWELL, INC. maintains offices and facilities and conducts business in, and engages
9 in illegal payroll practices or policies in, the County of VENTURA, State of California.

10 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
11 JAMES POWELL is and at all times relevant hereto was, an individual who conducts/conducted
12 business in the State of California. Specifically, DEFENDANT JAMES POWELL conducts
13 business in, and engages in illegal payroll practices or policies in, the County of VENTURA, State
14 of California.

15 11. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
16 MARY POWELL is and at all times relevant hereto was, an individual who conducts/conducted
17 business in the State of California. Specifically, DEFENDANT MARY POWELL conducts
18 business in, and engages in illegal payroll practices or policies in, the County of VENTURA, State
19 of California.

20 12. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
21 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
22 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
23 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
24 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
25 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
26 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
27 when ascertained.

28 13. At all relevant times herein, DEFENDANTS were the joint employers of

1 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
2 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
3 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
4 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
5 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
6 Defendant, and each was the alter ego of the other.

7 14. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
8 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
9 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
10 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
11 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
12 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
13 failing to properly maintain records; failing to provide accurate itemized statements for each pay
14 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
15 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
16 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

17 15. PLAINTIFF is informed and believes, and thereon allege, that each and every one
18 of the acts and omissions alleged herein were performed by, and/or attributable to, all
19 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
20 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
21 and scope of said agency, employment and/or direction and control.

22 16. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
23 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
24 provision regulating minimum wages or hours and days of work in any order of the Industrial
25 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

26 17. As a direct and proximate result of the unlawful actions of DEFENDANTS,
27 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
28 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this

1 Court.

2 **CLASS ACTION DESIGNATION**

3 18. This action is appropriately suited for a Class Action because:

4 a. The potential class is a significant number. Joinder of all current and
5 former employees individually would be impractical.

6 b. This action involves common questions of law and fact to the potential
7 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
8 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
9 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
10 business practices arising from such violations.

11 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
12 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
13 IWC wage order, and the Business and Professions Code.

14 d. PLAINTIFF is able to fairly and adequately protect the interests of all
15 members of the class because it is in her best interests to prosecute the claims alleged herein to
16 obtain full compensation due to them for all services rendered and hours worked.

17 **FIRST CAUSE OF ACTION**

18 **Failure to Provide Required Meal Periods**

19 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 9-2001, § 11]**

20 **(Against all DEFENDANTS)**

21 19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
22 allegations in the foregoing paragraphs.

23 20. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
24 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
25 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
26 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
27 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
28 § 226.7, 512 and IWC Order No. 9-2001, § 11.

1 21. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
2 Order No. 9-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
3 not provided with a meal period, in accordance with the applicable wage order, one additional
4 hour of compensation at each employee's regular rate of pay for each workday that a meal period
5 was not provided.

6 22. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
7 1197, and IWC Wage Order No. 9-2001 by failing to compensate PLAINTIFF and CLASS
8 MEMBERS for all hours worked during their meal periods.

9 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
10 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
11 earned and due, interest, penalties, expenses, and costs of suit.

12 **SECOND CAUSE OF ACTION**

13 **Failure to Provide Required Rest Periods**

14 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 12]**

15 **(Against all DEFENDANTS)**

16 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 25. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
19 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
20 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
21 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 9-2001, § 12.

22 26. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
23 Order No. 9-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
24 provided with a rest period, in accordance with the applicable wage order, one additional hour of
25 compensation at each employee's regular rate of pay for each workday that a rest period was not
26 provided.

27 27. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
28 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages

1 earned and due, interest, penalties, expenses, and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

5 **(Against all DEFENDANTS)**

6 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 29. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-
9 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
10 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
11 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
12 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
13 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
14 on the seventh consecutive day of work in any workweek.

15 30. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
16 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
17 Order No. 9-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
18 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
19 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
20 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
21 California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3; requiring, permitting
22 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
23 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
24 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
25 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
26 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
27 discovered.

28 31. In violation of California law, DEFENDANTS have knowingly and willfully

1 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
2 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
3 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
4 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
5 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
6 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

7 32. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
8 1194, 1198 and IWC Wage Order No. 9-2001, § 3. Therefore, pursuant to California Labor Code
9 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
10 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
11 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
12 fees, expenses, and costs of suit.

13 **FOURTH CAUSE OF ACTION**

14 **Failure to Pay Minimum Wages**

15 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4]**

16 **(Against all DEFENDANTS)**

17 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 34. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-
20 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
21 worked in a payroll period is unlawful.

22 35. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
23 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
24 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
25 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
26 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
27 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
28 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay

1 period; and other methods to be discovered.

2 36. DEFENDANTS' conduct described herein violates California Labor Code §§
3 1194, 1197, and IWC Wage Order No. 9-2001, § 4. As a proximate result of the aforementioned
4 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
5 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
6 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
7 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
8 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

11 **[Cal. Labor Code §§ 201, 202, 203]**

12 **(Against all DEFENDANTS)**

13 37. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in the foregoing paragraphs.

15 38. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
16 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
17 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
18 and unpaid at the time of discharge are due and payable immediately.

19 39. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
20 required to pay all accrued wages due to an employee no later than 72 hours after the employee
21 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
22 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

23 40. California Labor Code § 203 provides that if an employer willfully fails to pay, in
24 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
25 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
26 compensation to the employee at the same rate for up to 30 workdays.

27 41. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
28 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with

1 California Labor Code §§ 201 and 202.

2 42. For example, on June 11, 2021, DEFENDANTS refused to tender PLAINTIFF her
3 last paycheck despite her request for the same, and DEFENDANTS representative instead
4 demanded that PLAINTIFF answer his questions about this instant Action. When she refused to
5 answer his questions about this lawsuit, DEFENDANTS' representative did not give PLAINTIFF
6 her paycheck.

7 43. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
8 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
9 together with interest thereon, as well as other available remedies.

10 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
11 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
12 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
13 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
14 to California Labor Code §§ 1194 and 2699.

15 **SIXTH CAUSE OF ACTION**

16 **Failure to Maintain Required Records**

17 **[Cal. Labor Code §§ 226; IWC Wage Order No. 9-2001, § 7]**

18 **(Against all DEFENDANTS)**

19 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
20 allegations in the foregoing paragraphs.

21 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
22 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
23 DEFENDANTS knowingly and intentionally failed to maintain records as required under
24 California Labor Code §§ 226, 1174, and IWC Wage Order No. 9-2001, § 7, including but not
25 limited to the following records: total daily hours worked by each employee; applicable rates of
26 pay; all deductions; meal periods; time records showing when each employee begins and ends
27 each work period; and accurate itemized statements.

28 //

47. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7]

(Against all DEFENDANTS)

48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

49. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 9-2001, § 7.

50. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

51. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of

1 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
2 California Labor Code § 226(e), as well as other available remedies.

3 **EIGHTH CAUSE OF ACTION**

4 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
5 **Duties**

6 **[Cal. Labor Code § 2802]**

7 **(Against all DEFENDANTS)**

8 52. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 53. California Labor Code § 2802(a) requires an employer to indemnify an employee
11 for all necessary expenditures or losses incurred by the employee in direct consequence of the
12 discharge of his or her duties, or of his or her obedience to the directions of the employer.

13 54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
14 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
15 in direct consequence of the discharge of their duties while working under the direction of
16 DEFENDANTS, including but not limited to expenses for specialty gloves, uniforms, travel-
17 related expenses (including gas and expenses that correspond to mileage traveled) and other
18 employment-related expenses, in violation of California Labor Code § 2802.

19 55. As a proximate result of DEFENDANTS' unlawful actions and omissions,
20 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
21 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
22 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
23 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
24 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
25 available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

4 **(Against all DEFENDANTS)**

5 56. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 57. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
10 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
11 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
12 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
13 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
14 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
15 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
16 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
17 under California Business and Professions Code § 17200 et seq.

18 58. DEFENDANTS' violations of California wage and hour laws constitute a business
19 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
20 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
21 CLASS MEMBERS.

22 59. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
23 rest periods, and other benefits as required by the California Labor Code, the California Code of
24 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
25 record, report, and pay the correct sums of assessment to the state authorities under the California
26 Labor Code and other applicable regulations.

27 60. As a result of DEFENDANTS' unfair and unlawful business practices,
28 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense

1 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
2 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
3 MEMBERS.

4 61. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
5 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
6 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
7 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
8 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
9 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
10 jurisdiction of this Court.

11 **TENTH CAUSE OF ACTION**

12 **Representative Action for Civil Penalties**

13 **[Cal. Labor Code §§ 2698–2699.5]**

14 **(Against All DEFENDANTS)**

15 62. PLAINTIFF incorporates herein by specific reference as though fully set forth the
16 allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the
17 subparagraphs thereto.

18 63. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
19 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
20 current and former employees of DEFENDANTS pursuant to the procedures specified in
21 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
22 by DEFENDANTS and the alleged violations of the California Labor Code were committed
23 against PLAINTIFF and CLASS MEMBERS.

24 64. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
25 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
26 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
27 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 9-2001, § 20, from DEFENDANTS in a
28 representative action for the violations set forth above, including but not limited to violations of

1 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
2 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’
3 fees and costs pursuant to California Labor Code § 2699(g)(1).

4 65. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
5 August 10, 2021 by online filing to the California Labor and Workforce Development Agency
6 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
7 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
8 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
9 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 66. Therefore, PLAINTIFF has complied with all of the requirements set forth in
11 California Labor Code § 2699.3 to commence a representative action under PAGA.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
14 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
15 and each of them, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
18 as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 19 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
20 and IWC Wage Order No. 9-2001;
- 21 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 22 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
23 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
24 from engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For statutory and civil penalties according to proof, including but not limited to all
27 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

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1 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
2 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
3 provision providing for pre-judgment interest;

4 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
5 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
6 providing for attorneys' fees and costs;

7 10. For declaratory relief;

8 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
9 Seventh, Eighth, and Ninth Causes of Action as a class action;

10 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
11 counsel as class counsel; and

12 13. For such further relief that the Court may deem just and proper.

13
14 DATED: August 17, 2021

Respectfully submitted,

15 **MATERN LAW GROUP, PC**

16
17 By: _____

18 Matthew J. Matern
19 Tagore O. Subramaniam
20 Attorneys for Plaintiff
21 LETICIA FLORES, individually, and on
22 behalf of other persons similarly situated
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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

3
4 DATED: August 17, 2021

Respectfully submitted,

5 **MATERN LAW GROUP, PC**

6 By:

7 

8 Matthew J. Matern
9 Tagore O. Subramaniam
10 Attorneys for Plaintiff
11 LETICIA FLORES, individually, and on
12 behalf of other persons similarly situated
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