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Attorneys for Plaintiffs MARIA AYALA and
ROSA HANDS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

MARIA AYALA, individually, and on behalf of
other members of the public similarly situated,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; ROSA HANDS, individually, and
on behalf of other members of the public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

SDH SERVICES WEST, LLC, a Delaware
limited liability company; SODEXO, INC., a
Delaware corporation; and DOES 1 through 25,
inclusive.

Defendants.

Case No. BCV-21-101933

**CLASS ACTION COMPLAINT FOR
DAMAGES AND ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

1. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510 and 1198);
2. Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197, and 1197.1);
3. Failure to Pay Vested Vacation Wages (Cal. Lab. Code § 227.3);
4. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512(a));
5. Failure to Provide Rest Periods (Cal. Lab. Code § 226.7);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226(a));
7. Failure to Timely Pay Wages Upon Termination (Cal. Lab. Code §§ 201, 202, and 203);
8. Unfair Competition (Cal. Bus. & Prof. Code §§ 17200, et seq.); and
9. Violation of the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 et seq.)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs MARIA AYALA and ROSA HANDS (“Plaintiffs”), individually and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The amount in controversy for Plaintiff, including claims for compensatory damages, penalties, interest, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Kern.

THE PARTIES

5. Plaintiff MARIA AYALA is an individual who resides in Los Angeles County, California.

6. Plaintiff ROSA HANDS is an individual who resides in Los Angeles County, California.

7. At all times herein mentioned, Defendant SDH SERVICES WEST, LLC was and is, upon information and belief, a Delaware limited liability corporation with its principal office in the State of California in the County of Kern and an employer whose employees are engaged in the State of California.

1 8. At all times herein mentioned, Defendant SODEXO, INC. was and is, upon information
2 and belief, a Delaware corporation and an employer whose employees are engaged in the State of
3 California.

4 9. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein
5 under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint
6 and serve such fictitiously named Defendants once their names and capacities become known.

7 10. Plaintiffs are informed and believe, and based thereon alleges, that each and all of the
8 acts and omissions alleged herein were performed by, or are attributable to SDH SERVICES WEST,
9 LLC, SODEXO, INC., and/or DOES 1 through 25 (collectively "Defendants"), each acting as the
10 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
11 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
12 activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent
13 and were in accordance with Defendants' official policy.

14 11. At all relevant times, Defendants were the employer of Plaintiffs within the meaning
15 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
16 working conditions, wages, working hours, and conditions of employment of Plaintiffs so as to make
17 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

18 12. Defendants had the authority to hire and terminate Plaintiffs and the other class
19 members, to set work rules and conditions governing Plaintiffs' and the other class members'
20 employment, and to supervise their daily employment activities.

21 13. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs'
22 and the other class members' employment for them to be joint employers of Plaintiffs and the other
23 class members.

24 14. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class
25 members.

26 15. Defendants continue to employ hourly paid and/or non-exempt employees within the
27 State of California.

28 16. At all relevant times, Defendants, and each of them, ratified each and every act or

omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiffs are informed and believes, and based thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

18. From approximately 1993 to approximately June 30, 2021, Defendants, jointly and severally, employed Plaintiff Maria Ayala as an hourly-paid, non-exempt Housekeeper at Long Beach Memorial Medical Center.

19. From approximately October 2013 to approximately June 30, 2021, Defendants, jointly and severally, employed Plaintiff Rosa Hands as an hourly-paid, non-exempt Housekeeper at Long Beach Memorial Medical Center.

20. On or about June 30, 2021, Defendants terminated the employment of Plaintiffs and the other class members as part of a mass layoff, but failed to timely pay them their final wages. Although Defendants issued final paychecks, when Plaintiffs and the other class members attempted to cash and/or deposit these paychecks, they were informed that there were insufficient funds and were thus unable to obtain their final wages. In addition, the final paychecks Defendants issued to Plaintiffs and other class members did not include their vested vacation wages and/or paid time off wages.

21. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

22. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive certain wages for overtime compensation and that Plaintiffs and the other class members did not receive certain wages for overtime compensation upon termination of their employment.

23. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive at least minimum wages for hours worked and that Plaintiffs and the other class members did not receive

1 minimum wages for all hours worked upon termination of their employment.

2 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
3 should have known that Plaintiffs and the other class members were entitled to receive all meal periods
4 or payment of one (1) additional hour of pay at their regular rate of compensation on occasions when
5 they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a
6 work period of more than five hours per day; that Plaintiffs and the other class members did not receive
7 all of the meal periods to which they were entitled; and that Plaintiffs and the other class members did
8 not receive payment of one (1) additional hour of pay at their regular rate of compensation on each
9 occasion when a meal period was missed, shortened, taken late, and/or interrupted.

10 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
11 should have known that Plaintiffs and the other class members were entitled to receive all meal periods
12 or payment of one (1) additional hour of pay at their regular rate of compensation on occasions when
13 they were not provided with an uninterrupted second meal period of no less than thirty (30) minutes
14 for a work period of more than ten (10) hours per day; that Plaintiffs and the other class members did
15 not receive all of the second meal periods to which they were entitled; and that Plaintiffs and the other
16 class members did not receive payment of one (1) additional hour of pay at their regular rate of
17 compensation on each occasion when a second meal period was missed, shortened, taken late, and/or
18 interrupted.

19 26. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew
20 or should have known that Plaintiffs and the other class members were entitled to receive all rest
21 periods or payment of one (1) additional hour of pay at their regular rate of compensation on occasions
22 when they were not provided with an uninterrupted rest period of no less than ten (10) minutes for
23 every four hours, or major fraction thereof, worked; that Plaintiffs and the other class members did
24 not receive all rest periods to which they were entitled; and that Plaintiffs and the other class members
25 did not receive payment of one (1) additional hour of pay at their regular rate of compensation on each
26 occasion when a rest period was missed, shortened, taken late, and/or interrupted.

27 27. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew
28 or should have known that Plaintiffs and the other class members were entitled to receive complete

1 and accurate itemized wage statements in accordance with California law, but, in fact, they did not
2 receive complete and accurate itemized final wage statements from Defendants.

3 28. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew
4 or should have known that Plaintiffs and the other class members were entitled to receive all wages
5 owed to them upon discharge or resignation, including overtime wages, minimum wages, vested
6 vacation and/or paid time off wages, meal period premium wages, and rest period premium wages,
7 and they did not, in fact, receive all such wages owed to them at the time of their discharge or
8 resignation.

9 29. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
10 shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him
11 [or her] under this article.”

12 **CLASS ACTION ALLEGATIONS**

13 30. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all others
14 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
15 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance,
16 and superiority requirements under California Code of Civil Procedure section 382.

17 31. The proposed class is defined as follows:

18 All employees who worked for Defendants in the State of California at Long Beach
19 Memorial Medical Center and whose employment ended on or around June 30, 2021.

20 32. Plaintiffs reserve the right to establish additional subclasses as appropriate.

21 33. There is a well-defined community of interest in the litigation and the Class is easily
22 ascertainable.

23 34. The Class is so numerous that the individual joinder of all its members is impracticable.
24 While the exact number and identities of class members are unknown to Plaintiffs at this time, the
25 exact numbers of class members and their identities can be ascertained through appropriate discovery
26 from records maintained by Defendants and their agents.

27 35. Common questions of fact and law exist as to all class members, which predominate
28 over any questions affecting only individual members of the Class. The common legal and factual

1 questions which do not vary from class member to class member and which may be determined
2 without reference to the individual circumstances of any class member include, but are not limited to,
3 the following:

- 4 i. Whether Defendants failed to pay overtime wages to Plaintiffs and the other class
5 members for all overtime hours worked upon termination of their employment;
- 6 ii. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class
7 members for all hours worked upon termination of their employment;
- 8 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
9 Plaintiffs and the other class members;
- 10 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
11 Plaintiffs and the other class members;
- 12 v. Whether Defendants failed to pay Plaintiffs and the other class members for all hours
13 worked, and for all missed, short, late, and/or interrupted meal periods and rest breaks
14 upon termination of their employment;
- 15 vi. Whether Defendants' failure to pay wages, without abatement or reduction, in
16 accordance with the California Labor Code, was willful;
- 17 vii. Whether Defendants failed to provide accurate itemized wage statements to Plaintiffs
18 and the other class members upon termination of their employment;
- 19 viii. Whether Defendants' conduct was willful or reckless;
- 20 ix. Whether Defendants engaged in unfair business practices in violation of California
21 Business & Professions Code section 17200, et seq.;
- 22 x. The appropriate amount of damages, restitution, and/or monetary penalties resulting
23 from Defendants' violation of California law; and
- 24 xi. Whether Plaintiffs and the other class members are entitled to compensatory damages
25 pursuant to the California Labor Code.

26 36. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs' interests are
27 coincident with and not antagonistic to those of the other class members she seeks to represent.
28 Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have

1 retained attorneys experienced in the prosecution of class actions and Plaintiffs intend to prosecute
2 this action vigorously.

3 37. A class action is superior to other available methods for the fair and efficient
4 adjudication of this controversy, since individual litigation of the claims of all class members is
5 impracticable. Even if every class member could afford individual litigation, the court system could
6 not. It would be unduly burdensome on the courts in which individual litigation of numerous cases
7 would proceed. Individualized litigation would also present the potential for varying, inconsistent or
8 contradictory judgments and would magnify the delay and expense to all parties and to the court
9 system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of
10 this action as a class action, with respect to some or all of the issues presented in this Complaint,
11 presents fewer management difficulties, conserves the resources of the parties and of the court system,
12 and protects the rights of each class member.

13 38. Certification of this lawsuit as a class action will advance public policy objectives.
14 Employers in the State of California violate employment and labor laws every day. Employees are
15 often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions
16 provide the class members who are not named in the complaint anonymity that allows for the
17 vindication of their rights.

18 **PAGA ALLEGATIONS**

19 39. At all times set forth herein, the California Labor Code Private Attorneys General Act
20 of 2004 (“PAGA”) was applicable to Plaintiffs’ employment by Defendants.

21 40. At all times set forth herein, PAGA provides that any provision of law under the
22 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
23 to be assessed and collected by the California Labor & Workforce Development Agency (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered through a civil action
24 brought by an aggrieved employee on behalf of himself and other current or former employees
25 pursuant to procedures outlined in California Labor Code section 2699.3.

27 41. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
28 any person that was employed by the alleged violator and against whom one or more of the alleged

1 violations was committed.

2 42. Plaintiffs were employed by Defendants and the alleged violations were committed
3 against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs
4 and the other employees are “aggrieved employees” as defined by California Labor Code section
5 2699(c) in that they are former employees of Defendants and one of more of the alleged violations
6 were committed against them.

7 43. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
8 including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements
9 have been met:

10 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
11 “Employee’s Notice”) to the LWDA and the employer of the specific provisions
12 of the Labor Code alleged to have been violated, including the facts and theories
13 to support the alleged violations.

14 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
15 and the aggrieved employee by certified mail that it does not intend to investigate
16 the alleged violation within sixty (60) calendar days of the postmark date of the
17 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is
18 not provided within sixty-five (65) calendar days of the postmark date of the
19 Employee’s Notice, the aggrieved employee may commence a civil action
20 pursuant to California Labor Code section 2699 to recover civil penalties in
21 addition to any other penalties to which the employee may be entitled.

22 44. On July 22, 2021, Plaintiffs provided notice by electronic submission to the LWDA
23 and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to
24 have been violated, including the facts and theories to support the alleged violations, pursuant to Labor
25 Code section 2699.3.

26 45. Therefore, the administrative prerequisites under California Labor Code section
27 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
28 California Labor Code sections 201, 202, 203, 226(a), and 227.3 will have been satisfied upon

1 expiration of the sixty-five (65) days from the date of the submission of Plaintiffs' notice.

2 **FIRST CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 510 and 1198**

4 **(Against SDH SERVICES WEST LLC, SODEXO INC., and DOES 1-25)**

5 46. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 47. California Labor Code section 1198 and the applicable Industrial Welfare Commission
8 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a
9 rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the
10 number of hours worked by the person on a daily or weekly basis.

11 48. Specifically, the applicable IWC Wage Order provides that Defendants were required
12 to pay Plaintiffs and the other class members at the rate of time-and-one-half for all hours worked in
13 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

14 49. The applicable IWC Wage Order further provides that Defendants were required to pay
15 Plaintiffs and the other class members at the rate of two times the regular rate of pay for all hours
16 worked in excess of twelve (12) hours in a day.

17 50. California Labor Code section 510 codifies the right to overtime compensation at
18 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day
19 or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and
20 to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
21 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

22 51. During the relevant time period, Plaintiffs and the other class members worked in
23 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

24 52. During the relevant time period, Defendants intentionally and willfully failed to pay
25 overtime wages owed to Plaintiffs and the other class members upon termination.

26 53. Defendants' failure to pay Plaintiffs overtime wages violates California Labor Code
27 sections 510 and 1198, and is therefore unlawful.

28 54. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members

1 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
2 fees.

3 **SECOND CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 1194, 1197, and 1197.1**

5 **(Against SDH SERVICES WEST LLC, SODEXO INC., and DOES 1-25)**

6 55. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

8 56. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 have
9 provided the minimum wage to be paid to employees, and the payment of a lesser wage than the
10 minimum so fixed is unlawful.

11 57. During the relevant time period, Defendants failed to pay the minimum wage to
12 Plaintiffs and the other class members as required pursuant to California Labor Code sections 1194,
13 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure
14 to pay Plaintiffs and the other class members any wages upon termination of their employment.

15 58. Defendants' failure to pay Plaintiffs and the other class members the minimum wage
16 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections
17 Plaintiffs and the other class members are entitled to recover the unpaid balance of his minimum wage
18 compensation as well as interest, costs, and attorneys' fees.

19 59. Pursuant to Labor code section 1194.2, Plaintiffs and the other class members are
20 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
21 thereon.

22 **THIRD CAUSE OF ACTION**

23 **Violation of California Labor Code § 227.3**

24 **(Against SDH SERVICES WEST LLC, SODEXO INC., and DOES 1-25)**

25 60. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
26 allegations in all preceding paragraphs.

27 61. At all relevant times set forth herein, California Labor Code section 227.3 were
28 applicable to Plaintiffs' and the other class members' employment by Defendants.

1 62. At all relevant times, California Labor Code section 227.3 has provided that unless
2 otherwise provided by a collective-bargaining agreement, whenever a contract of employment or
3 employer policy provides for paid vacations, and an employee is terminated without having taken off
4 his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance
5 with such contract of employment or employer policy respecting eligibility or time served; provided,
6 however, that an employment contract or employer policy shall not provide for forfeiture of vested
7 vacation time upon termination.

8 63. Plaintiffs and the other class members earned vested vacation wages and/or paid time
9 off wages throughout their tenure as employees of Defendants, pursuant to Defendants' own
10 employment policies. Yet, upon termination of their employment, Defendants willfully failed to pay
11 Plaintiffs and the other class members these wages.

12 64. Defendants are liable to Plaintiffs and the other class members for all unpaid wages
13 earned during their employment with Defendants in an amount subject to proof at trial.

14 65. Pursuant to California Labor Code section 218.5, Plaintiffs and the other class members
15 are entitled to an award of reasonable attorneys' fees and costs.

16 **FOURTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 226.7 and 512(a)**

18 **(Against SDH SERVICES WEST LLC, SODEXO INC., and DOES 1-25)**

19 66. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
20 allegations in all preceding paragraphs.

21 67. At all relevant times set forth herein, the applicable IWC Wage Order and California
22 Labor Code section 226.7 and 512(a) were applicable to Plaintiffs' and the other class members'
23 employment by Defendants.

24 68. At all relevant times, California Labor Code section 226.7 has provided that no
25 employer shall require an employee to work during any meal or rest period mandated by an applicable
26 order of the California IWC.

27 69. At all relevant times, the applicable IWC Wage Order and California Labor Code
28 section 512(a) provide that an employer may not require, cause or permit an employee to work for a

1 work period of more than five (5) hours per day without providing the employee with a meal period
2 of not less than thirty (30) minutes, except that if the total work period per day of the employee is no
3 more than six (6) hours, the meal period may be waived by mutual consent of both the employer and
4 employee.

5 70. At all relevant times, the applicable IWC Wage Order and California Labor Code
6 section 512(a) further provide that an employer may not require, cause or permit an employee to work
7 for a work period of more than ten (10) hours per day without providing the employee with a second
8 uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is
9 no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
10 employer and the employee only if the first meal period was not waived.

11 71. During the relevant time period, Plaintiffs and the other class members, who were
12 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
13 legally-mandated meal periods by mutual consent, were required to work for periods longer than
14 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

15 72. During the relevant time period, Plaintiffs and the other class members, who were
16 scheduled to work for a period of time in excess of six (6) hours, were required to work for periods
17 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

18 73. During the relevant time period, Plaintiffs and the other class members, who were
19 scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours,
20 and who did not waive their legally-mandated meal periods by mutual consent, were required to work
21 in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty
22 (30) minutes.

23 74. During the relevant time period, Plaintiffs and the other class members, who were
24 scheduled to work for a period of time in excess of twelve (12) hours, were required to work for periods
25 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
26 minutes.

27 75. During the relevant time period, Defendants intentionally and willfully required
28 Plaintiffs and the other class members to work during meal periods.

76. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7 upon termination of their employment.

77. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

78. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each work day that a meal period was not provided and a meal period premium was not paid.

FIFTH CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against SDH SERVICES WEST LLC, SODEXO INC., and DOES 1-25)

79. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

80. At all relevant times set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs and the other class members' employment by Defendants.

81. At all relevant times set forth herein, California Labor Code section 226.7 has provided that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

82. At all relevant times set forth herein, the applicable IWC Wage Order has provided that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

83. During the relevant time period, Defendants required Plaintiffs and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

84. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods.

85. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7 upon termination of their employment.

86. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

87. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each work day that a rest period was not provided and a rest period premium was not paid.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against SDH SERVICES WEST LLC, SODEXO INC., and DOES 1-25)

88. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

89. At all relevant times set forth herein, California Labor Code section 226(a) has provided that every employer shall furnish each of its employees an accurate itemized statement in writing showing (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 his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or

1 at a central location within the State of California. Once a vacation benefit is required to be paid, it
2 must be included in a wage statement pursuant to Labor Code section 226(a). *Soto v. Motel 6*
3 *Operating, L.P.*, 4 Cal. App. 5th 385, 393 (2016).

4 90. Defendants have intentionally and willfully failed to provide employees with complete
5 and accurate wage statements. Defendants failed to provide final wage statements to Plaintiffs and
6 the other class members stating all vested vacation and/or paid time off wages owed to them.

7 91. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs
8 and the other class members have suffered injury and damage to their statutorily-protected rights.

9 92. More specifically, Plaintiffs and the other class members have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 226(a) because they
11 were denied both their legal right to receive, and their protected interest in receiving, accurate and
12 itemized wage statements pursuant to California Labor Code section 226(a).

13 93. Plaintiffs and the other class members are entitled to recover from Defendants the
14 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
15 section 226(a), or an aggregate penalty not exceeding four thousand dollars.

16 **SEVENTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 201, 202, and 203**

18 **(Against SDH SERVICES WEST LLC, SODEXO INC., and DOES 1-25)**

19 94. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
20 allegations in all preceding paragraphs.

21 95. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
22 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
23 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
24 at the time of discharge are due and payable immediately. California Labor Code section 202
25 mandates that if an employee quits, his or her wages shall become due and payable not later than
26 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
27 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
28 quitting.

1 96. California Labor Code section 203 provides that if an employer willfully fails to pay,
2 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
3 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
4 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
5 continue for more than thirty (30) days.

6 97. At the time that Plaintiffs and the other class members' employment with Defendants
7 ended, Defendants knowingly and willfully failed to pay Plaintiffs and the other class members all
8 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
9 limitation, overtime wages, minimum wages, vested vacation and/or paid time off wages, meal period
10 premium wages, and rest period premium wages.

11 98. As a result, Plaintiffs and the other class members are entitled to all available statutory
12 penalties, including the waiting time penalties provided in California Labor Code section 203, together
13 with interest thereon, as well as other available remedies.

14 **EIGHTH CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 17200, Et Seq.**

16 **(Against SDH SERVICES WEST LLC, SODEXO INC., and DOES 1-25)**

17 99. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
18 allegations in all preceding paragraphs.

19 100. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
20 and harmful to Plaintiff, to the other class members, to the general public, and to Defendants'
21 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
22 within the meaning of Code of Civil Procedure section 1021.5.

23 101. Defendants' activities as alleged herein are violations of California law, and constitute
24 unlawful business acts and practices in violation of California Business & Professions Code section
25 17200, et seq.

26 102. A violation of California Business & Professions Code section 17200, et seq. may be
27 predicated on the violation of any state or federal law. In the instant case, Defendants' failure to pay
28 all wages owed upon termination, including overtime wages, minimum wages, vested vacation and/or

1 paid time off wages, meal period premium wages, and rest period premium wages violates California
2 Labor Code sections 201, 202, 203, 226.7, 227.3, 510, 512, 1194, 1197, 1197.1 and 1198.
3 Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the
4 other class members, to work through their meal and rest periods without paying them proper
5 compensation violate California Labor Code sections 226.7 and 512(a). Defendants also violated
6 California Labor Code section 226(a).

7 103. As a result of the herein described violations of California law, Defendants unlawfully
8 gained an unfair advantage over other businesses.

9 104. Plaintiffs and the other class members have been personally injured by Defendants'
10 unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss
11 of money and/or property.

12 105. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs
13 and the other class members are entitled to restitution of the wages withheld and retained by
14 Defendants during a period that commences four years from the filing of this complaint; an award of
15 attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable
16 laws; and an award of costs.

17 **NINTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 2698 et seq.**

19 **(Against SDH SERVICES WEST LLC, SODEXO INC., and DOES 1-25)**

20 106. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
21 allegations in all preceding paragraphs.

22 107. PAGA expressly establishes that any provision of the California labor Code which
23 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
24 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
25 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
26 herself, and other current or former employees.

27 108. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
28 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to

1 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

2 109. Plaintiffs and the other employees are “aggrieved employees” as defined by California
3 Labor Code section 2699(c) in that they are all former employees of Defendants, and one or more of
4 the alleged violations were committed against them.

5 110. Defendants’ conduct, as alleged herein, violates numerous sections of the California
6 Labor Code, including, but not limited to, the following:

7 (a) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
8 wages due at time of discharge from employment to Plaintiffs and other aggrieved
9 employees;

10 (b) Violation of California Labor Code section 227.3 for failure to pay vested vacation
11 and/or paid time off wages at termination to Plaintiffs and other aggrieved
12 employees;

13 (c) Violation of California Labor Code section 226(a) for failure to provide accurate
14 final wage statements to Plaintiffs and other aggrieved employees;

15 111. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
16 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
17 civil penalties for Plaintiff, all other aggrieved employees, and the State of California against
18 Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein.
19 Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees
20 shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor
21 laws and education of employers and employees about their rights and responsibilities and twenty-five
22 (25%) to the aggrieved employees. Further, and as authorized by the California Labor Code sections
23 210, 218.5, and 2699, Plaintiffs seek recovery of their attorneys’ fees and costs.

24 **PRAYER FOR RELIEF**

25 Plaintiffs pray for relief and judgment against Defendants, jointly and severally, as follows:

26 **Class Certification**

- 27 1. That this action be certified as a class action;
28 2. That Plaintiffs be appointed as the class representatives;

1 3. That counsel for Plaintiffs be appointed as class counsel; and

2 4. That Defendants provide to Class Counsel immediately the names and most current/last
3 known contact information (address, e-mail and telephone numbers) of all class members.

4 **As to the First Cause of Action**

5 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
6 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
7 wages due to Plaintiffs and the other class members;

8 6. For general unpaid wages at overtime wage rates and such general and special damages
9 as may be appropriate;

10 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
11 date such amounts were due;

12 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
13 Labor Code section 1194; and

14 9. For such other and further relief as the Court may deem just and proper.

15 **As to the Second Cause of Action**

16 10. That the Court declare, adjudge, and decree that Defendants violated California Labor
17 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the
18 other class members;

19 11. For general unpaid wages and such general and special damages as may be appropriate;

20 12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
21 Plaintiffs and the other class members in the amount as may be established according to proof at trial;

22 13. For pre-judgment interest on any unpaid compensation from the date such amounts
23 were due;

24 14. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
25 Labor Code section 1194(a);

26 15. For liquidated damages pursuant to California Labor Code section 1194.2; and

27 16. For such other and further relief as the Court may deem just and proper.

28 **As to the Third Cause of Action**

1 17. That the Court declare, adjudge, and decree that Defendants violated California Labor
2 Code section 227.3 by willfully failing to pay all vested vacation and paid time off wages upon
3 termination of their employment;

4 18. For unpaid vested vacation and/or paid time off wages at Plaintiffs' and the other class
5 members final rates of pay and such general and special damages as may be appropriate;

6 19. For pre-judgment interest on any unpaid wages from the date such amounts were due;

7 20. For reasonable attorneys' fees and costs of suit incurred herein; and

8 21. For such other and further relief as the Court may deem just and proper.

9 **As to the Fourth Cause of Action**

10 22. That the Court declare, adjudge, and decree that Defendants violated California Labor
11 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
12 periods (including second meal periods) to Plaintiffs and the other class members;

13 23. That the Court make an award to Plaintiffs and the other class members of one (1) hour
14 of pay at Plaintiffs' and the other class member's regular rate of compensation for each workday that
15 a meal period was not provided;

16 24. For all actual, consequential, and incidental losses and damages, according to proof;

17 25. For premium wages pursuant to California Labor Code section 226.7(c);

18 26. For pre-judgment interest on any unpaid wages from the date such amounts were due;

19 27. For reasonable attorneys' fees and costs of suit incurred herein; and

20 28. For such other and further relief as the Court may deem just and proper.

21 **As to the Fifth Cause of Action**

22 29. That the Court declare, adjudge, and decree that Defendants violated California Labor
23 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
24 Plaintiffs and the other class members;

25 30. That the Court make an award to Plaintiffs and the other class members of one (1) hour
26 of pay at Plaintiffs' and the other class members' regular rate of compensation for each workday that
27 a rest period was not provided;

28 31. For all actual, consequential, and incidental losses and damages, according to proof;

- 1 32. For premium wages pursuant to California Labor Code section 226.7(c);
2 33. For pre-judgment interest on any unpaid wages from the date such amounts were due;
3 and
4 34. For such other and further relief as the Court may deem just and proper.

5 **As to the Sixth Cause of Action**

6 35. That the Court declare, adjudge and decree that Defendants violated the record keeping
7 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs
8 and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

- 9 36. For actual, consequential and incidental losses and damages, according to proof;
10 37. For statutory penalties pursuant to California Labor Code section 226(e);
11 38. For injunctive relief to ensure compliance with this section, pursuant to California
12 Labor Code section 226(h); and
13 39. For such other and further relief as the court may deem just and proper.

14 **As to the Seventh Cause of Action**

15 40. That the Court declare, adjudge and decree that Defendants violated California Labor
16 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
17 termination of the employment of Plaintiffs and the other class members no longer employed by
18 Defendants;

- 19 41. For all actual, consequential, and incidental losses and damages, according to proof;
20 42. For statutory wage penalties pursuant to California Labor Code section 203 for
21 Plaintiffs and the other class members;
22 43. For pre-judgment interest on any unpaid compensation from the date such amounts
23 were due; and
24 44. For such other and further relief as the court may deem just and proper.

25 **As to the Eighth Cause of Action**

26 45. That the Court declare, adjudge, and decree that Defendants violated California
27 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other
28 class members all overtime compensation due to them, failing to provide them all minimum wages

1 due to them, failing to provide them all vested vacation and/or paid time off wages due to them, failing
2 to provide all meal and rest periods to them, failing to provide them accurate, itemized wage
3 statements, and failing to timely pay them all wages due upon termination of employment;

4 46. For restitution of unpaid wages to Plaintiffs and the other class members and all pre-
5 judgment interest from the day such amounts were due and payable;

6 47. For the appointment of a receiver to receive, manage and distribute any and all funds
7 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
8 result of violation of California Business and Professions Code sections 17200, et seq.;

9 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
10 Code of Civil Procedure section 1021.5;

11 49. For injunctive relief to ensure compliance with this section, pursuant to California
12 Business and Professions Code sections 17200, et seq.; and

13 50. For such other and further relief as the Court may deem just and proper.

14 **As to the Ninth Cause of Action**

15 51. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f),
16 and (g), plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203,
17 226(a), and 227.3; and

18 52. For such other and further relief as the Court may deem proper.

19 Respectfully Submitted,

20 Dated: August 20, 2021

BLACKSTONE LAW, APC

21
22 By: 

23 Jonathan M. Genish

24 Attorneys for Plaintiffs MARIA AYALA and
25 ROSA HANDS
26
27
28

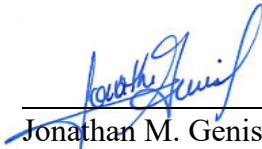
DEMAND FOR JURY TRIAL

Plaintiffs MARIA AYALA and ROSA HANDS hereby demand a jury trial with respect to all issues triable of right by jury.

Dated: August 20, 2021

BLACKSTONE LAW, APC

By: _____


Jonathan M. Genish

Attorneys for Plaintiffs MARIA AYALA and
ROSA HANDS