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

LOURDES VASQUEZ, as an individual and
on behalf of other similarly situated
employees,

Plaintiff,

vs.

KRC SANTA MARGARITA, LLC., a
California corporation, KISCO SENIOR
LIVING, LLC, a California corporation, and
DOES 1-50, inclusive,

Defendant

Case No.: 30-2021-01238849-CU-OE-CXC

Assigned for all purposes to:

Judge Peter Wilson

CLASS ACTION CLAIMS CX-102

COMPLAINT FOR:

1. **CLAIM FOR FAILURE TO PAY
MINIMUM WAGES (CAL. LAB.
CODE SECTION 1194; IWC
WAGE ORDERS 1, 4, 7, AND 9
SECTION 3);**
2. **CLAIM FOR FAILURE TO PAY
OVERTIME WAGES (CAL. LAB.
CODE SECTION 1194; IWC
WAGE ORDERS 1, 4, 7, AND 9,
SECTION 3);**
3. **CLAIM FOR FAILURE TO PAY
TIMELY WAGES (LAB. CODE §
210)**
4. **CLAIM FOR FAILURE TO
UNLAWFULLY RECEIVE
WAGES (LAB. CODE § 221)**
5. **CLAIM FOR FAILURE TO
PROVIDE MEAL BREAKS (IWC
WAGE ORDERS 1, 4, 7, AND 9,
SECTION 11)**
6. **CLAIM FOR FAILURE TO
PROVIDE REST PERIODS (IWC**

**WAGE ORDERS 1, 4, 7, AND 9,
SECTION 12**

- 7. CLAIM FOR FAILURE TO
PROVIDE AND MAINTAIN
ACCURATE ITEMIZED WAGE
STATEMENTS AND MAINTAIN
RECORDS (LAB. CODE § 226(a))**
- 8. CLAIM FOR FAILURE TO PAY
TIMELY WAGES UPON
TERMINATION (LAB. CODE §
203)**
- 9. CLAIM FOR FAILURE TO PAY
FOR NECESSARY EXPENSES
(CAL. LAB. CODE § 2802)**
- 10. UNLAWFUL BUSINESS
PRACTICES UNDER (BUS. AND
PROF. CODE, § 17200, ET SEQ.**
- 11. VIOLATION OF THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL
LAB. CODE §§ 2698, ET SEQ.)**

[JURY DEMAND]

1 Plaintiff Lourdes Vasquez (“Plaintiff” or “Ms. Vasquez”) makes the following
2 allegations against Defendant KRC Santa Margarita, LLC (“KRC”) and Kisco Senior Living,
3 LLC (“KSL”) (referred to herein as “Defendants”):

4 **INTRODUCTION**

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

9 2. Defendants violated California law by preventing Class Members and Subclass
10 Members from providing lawful minimum wages, overtime wages, rest breaks, meal breaks,
11 accurate itemized wage statements and unreimbursed business expenses.

12 3. In this action, Plaintiff, on behalf of themselves and all Class Members and Subclass
13 Members seek unpaid minimum wages, overtime wages, premium wages for missed meal
14 breaks, rest breaks, wages, inaccurate itemized wage statements and unreimbursed business
15 expenses. Statutory penalties, restitution, declaratory and injunctive relief, attorneys’ fees and
16 costs, prejudgment interest and other relief under California Industrial Welfare Commission
17 (I.W.C.) Wage Order 4-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 5-2001”), and
18 California Labor Code (Labor Code”) sections 203, 210, 221, 226(a) 1-2, 5, 8, 9, 226.3, 226.7,
19 510, 512, 515, 558, 1194, 1198, 2802, California Code of Civil Procedure section 1021.5,
20 California Business and Professions Code sections 17200 et seq. (“UCL”), and California
21 common law.

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

27 5. During the Class Period, Defendants had a consistent policy and/or practice of failing to
28 provide (1) Plaintiff, Class and Subclass Members with adequate off-duty meal periods at least

one half hour every five hours worked; (2) Plaintiff, Class and Subclass Members failing to provide them with adequate legally compliant duty free rest periods of ten minutes every four hours worked or a majority fraction thereof; (3) Plaintiff, Class and Subclass Members with minimum wage or overtime compensation for all hours worked and subject to the Defendants control; (4) Plaintiff, Class and Subclass Members with entitled wages on a timely basis each pay period and end of employment; (5) knowingly and intentionally failing to furnish timely itemized statements accurately showing the total hours worked by or hourly rate paid and other requirements to Plaintiff, Class Members and Subclass Members; and (6) Plaintiff, Class and Subclass Members failing to reimburse for business expenses.

6. During the Class Period, Defendants failed to provide Class Members and Subclass Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a day worked as required by Labor Code sections section 226.7, Wage Order No. 4-2001, Wage Order No. 5-2001.

7. During the Class Period, Defendants have failed to provide Class Members and Subclass Members with an uninterrupted paid ten (10) minute rest break for each four (4) hours or major fraction thereof worked per day as required by Labor Code section 226.7, Wage Order No. 4-2001, Wage Order No. 5-2001.

8. During the Class Period, Defendants have failed to provide Class Members and Subclass Members with all minimum wages and overtime wages for all hours worked and/or subject to Defendants control as required by Labor Code sections 210, 221, 510, 1194, Wage Order No. 4-2001, Wage Order No. 5-2001.

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

10. During the Class Period, Defendants have failed to reimburse Class Members and Subclass Members for business expenses incurred for purposes of performing work for Defendant.

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

12. During the Class Period, Defendants have failed to provide Class Members and Subclass Members with all wages upon termination as required by Labor Code sections 201, 202, 203, and 204.

13. During the Class Period, Defendants have failed to provide Class Members and Subclass Members with all wages for all hours worked as required by Labor Code sections 510 and 1194 and applicable Wage Orders.

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

GENERAL ALLEGATIONS

Parties and Venue.

15. Plaintiff Ms. Lourdes Vasquez is, and at all relevant times was, a citizen and resident of the County of Orange in the State of California.

16. Plaintiff is informed and believes and on that basis alleges that at all relevant times Defendant KRC Santa Margarita, LLC (“KRC” or “Defendant”) is a California corporation doing business in the State of California with a principal place of business located at 21952 Buena Suerte, Rancho Santa Margarita, California 92688.

17. Plaintiff is informed and believes and on that basis alleges that at all relevant times Defendant Kisco Senior Living, LLC (“KSL” or “Defendant”) is a California corporation doing business in the State of California with a principal place of business located at 5790 Fleet Street, Suite 300, Carlsbad, California 92008.

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

Doe Allegations.

19. Plaintiff does not presently know the true names and capacities of defendant named as Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true

names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are informed and believes and on that basis alleges that each of the fictitious defendants have participated in the acts alleged in this complaint to have been done by the named defendants.

Vicarious Liability.

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

Common Enterprise/Single Enterprise/Joint Employer.

21. Defendant KRC and KSL run a common enterprise exercising control and other employer responsibilities over California aggrieved current and aggrieved former similarly situated employees. Defendants are a single enterprise and/or joint employer of Plaintiff and California aggrieved current and aggrieved former similarly situated employees.

COMMON ALLEGATIONS TO ALL CAUSES OF ACTION

22. Plaintiff Ms. Lourdes Vasquez worked as a non-exempt employee at Defendants. As a nonexempt employee, Plaintiff Ms. Lourdes Vasquez worked at a facility and had general laborer duties as assigned by Defendants.

Defendants Did Not Compensate Employees for Work Time or at End of Employment

23. Ms. Vasquez and similarly situated employees worked off-the-clock before being clocking in at the beginning of their work shift and unpaid meal periods when being required to undergo medical inspections and temperature checks lasting more than 10 minutes on occasion as they had to and having to wait in line to go through next step then go through COVID-19 related questions and/or undergo temperature checks, and/or being pressured or encouraged to take on-premises meal breaks and/or returning early from meal breaks to go through medical inspection and temperature check process Defendants implemented this policy, practice and pattern where Plaintiff, Class and Subclass Members were required to perform work-related

1 tasks off-the-clock. These wages amounted to minimum wages or overtime wages that were
2 never paid during employment or at the end of employment.

3 24. Plaintiff is informed and on that basis believes that all other Class and Subclass Members
4 of Defendants were under the same circumstances and conditions of employment as them.
5 Specifically, all other similarly situated employees were subjected to off-the-clock work and not
6 paid for this work time during employment or at the end of employment.

7 **Defendants Did Not Provide All Meal Breaks and Rest Breaks**

8 25. Typically, Plaintiff would work above 4-hour work shifts at Defendants. During these
9 work shifts, Plaintiff would be required to do many work duty tasks around the business facility.
10 During these shifts it would be very busy where they would not be able or permitted to take all of
11 their entitled uninterrupted 10-minute rest breaks each four hours or a 30-minute uninterrupted
12 meal break every five hours at a reasonably practicable time during their shifts when they
13 worked more than five or six-hour shifts. Moreover, Defendants had a policy, pattern or practice
14 of requiring or pressuring its employees to take late, short, on-premises, interrupted, or no 10-
15 minute rest breaks and/or 30-minute meal breaks at a reasonably practicable time. Defendants
16 would not compensate Plaintiff for all of their missed, short, late, on-premises or interrupted
17 meal breaks or rest periods throughout their employment nor were they paid all of their premium
18 wages for the missed, short, late, on-premises, or interrupted meal breaks and rest periods that
19 should have been paid.

20 26. Plaintiff is informed and on that basis believes that all other similarly situated employees
21 of Defendants were under the same circumstances and conditions of employment as them.
22 Specifically, all other similarly situated employees would not be able or permitted to take all of
23 their entitled uninterrupted 10-minute rest breaks each four hours or a 30-minute uninterrupted
24 meal break every five hours at a reasonably practicable time during their shifts when they
25 worked more than a six-hour shifts. Moreover, Defendants had a policy, pattern or practice of
26 requiring or pressuring its employees to take late, short, on-premises, interrupted or no 10-minute
27 rest breaks or 30-minute meal breaks at a reasonably practicable time. Defendants would not
28 compensate the other employees for all of their missed, on-premises, short, late or interrupted

1 meal breaks or rest periods throughout their employment nor were they paid all of his premium
2 wages for the missed, short, on-premises, late or interrupted meal breaks and rest periods that
3 should have been paid. Defendants would not compensate the other employees for all of their
4 missed, short, on-premises, late or interrupted meal breaks or rest periods throughout their
5 employment nor were they paid all of their premium wages for the missed, on-premises, short,
6 late or interrupted meal breaks and rest periods that should have been paid.

7 **Defendants Provided Inaccurate Wage Statements**

8 27. Furthermore, throughout Plaintiff's employment, their paystubs did not accurately reflect
9 their applicable total hours worked, net wages earned, gross wages earned, name and address of
10 the legal entity employer and actual applicable wage rate all in violation of California Labor
11 Code Section 226(a), specifically sections 1--9. Due to the fact that Defendants either did not
12 provide any paystubs or excluded the hours worth of work, gross and net wages earned that
13 should have been reflected on their paystubs for off-the-clock work time during meal and rest
14 periods or on-call and on-premises meal or rest breaks, or off-the-clock work for time spent
15 working but not compensated for. Furthermore, Defendant failed to include the full name and
16 address of the legal entity that employed Plaintiff, Class and Subclass. Therefore, their paystubs
17 did not accurately reflect the total hours worked, net wages earned, gross wages earned,
18 accurately depict deductions that should have been taken out and actual applicable wage rate
19 corresponding with the total hours worked as well as the name and address of the legal entity that
20 employed Plaintiff, Class and Subclass.

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

1 **Defendants Failure to Reimburse for Necessary Business Expenses**

2 29. Defendants pressured, encouraged and required Plaintiff, Class Members, Subclass
3 Members and similarly situated employees to on occasion use their personal cell phones.
4 Defendant did not reimburse for pressuring, encouraging and requiring its workers to use their
5 personal cell phone devices. Defendants did not reimburse for the costs of the use of cellular
6 phones. Additionally, Plaintiff and other similarly situated employees are required to report to
7 work wearing face masks but not reimbursed for having to purchase and wear face masks.

8 **CLASS ACTION ALLEGATIONS**

9 30. This action is maintainable as a representative action pursuant to California Code of Civil
10 Procedure section 382 as to violations of Wage Order 4-2001, Wage Order 5-2001 applicable
11 California Labor Code and UCL, minimum wage violations, overtime wage violations, failure to
12 pay violations, meal and rest break violations, failure to furnish timely, failure to reimburse,
13 itemized wage statements, and attorneys' fees and costs. Plaintiff is representatives of other
14 Class Members and Subclass Members and is acting on behalf of their interests. The similarly
15 situated employees are known to Defendants and are readily identifiable and locatable through
16 Defendants own employment records. The Class that Plaintiff seeks to represent is defined as
17 follows:

18
19 All individuals in California whom worked for Defendants as non-exempt
20 employees at any time from four years of the date of the filing of this Complaint
through the date of signed order certifying the class.

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

22
23 All individuals in California whom worked for Defendants as non-exempt
24 employees at any time from three years of the date of the filing of this Complaint
through the date of signed order certifying the class.

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

26
27 All individuals in California whom worked for Defendants as non-exempt
28 employees at any time from one year of the date of the filing of this Complaint
through the date of signed order certifying the class.

1 The Subclass 3 that Plaintiff seek to represent is defined as follows:
2

3 All individuals in California whom worked for Defendants as non-exempt
4 employees whom were issued wage statements that failed to comply with
5 California Labor Code section 226(a) at any time from one year of the date of the
filing of this Complaint through the date of signed order certifying the class.

6 The Subclass 4 that Plaintiff seek to represent is defined as follows:
7

8 All individuals in California whom worked for Defendants at any time from four
9 years of the date of the filing of this Complaint through the date of signed order
10 certifying the class that worked any shift more than 5 hours but less than 6 hours
and did not receive a legally compliant thirty-minute uninterrupted first meal
break and not paid a premium wage.

11 The Subclass 5 that Plaintiff seek to represent is defined as follows:
12

13 All individuals in California whom worked for Defendants at any time from four
14 years of the date of the filing of this Complaint through the date of signed order
15 certifying the class that worked any shift more than 6 hours and did not receive a
legally compliant thirty-minute uninterrupted first meal break and not paid a
premium wage.

16 The Subclass 6 that Plaintiff seek to represent is defined as follows:
17

18 All individuals in California whom worked for Defendants at any time from four
19 years of the date of the filing of this Complaint through the date of signed order
20 certifying the class that worked any shift more than 10 hours and did not receive
all legally compliant thirty-minute uninterrupted second meal break and not paid a
premium wage.

21 The Subclass 7 that Plaintiff seek to represent is defined as follows:
22

23 All individuals in California whom worked for Defendants at any time from four
24 years of the date of the filing of this Complaint through the date of signed order
25 certifying the class that worked any shift more than 3 and a half hours and did not
26 receive a legally compliant ten-minute uninterrupted first rest break and not paid a
premium wage.

27 The Subclass 8 that Plaintiff seek to represent is defined as follows:
28

1 All individuals in California whom worked for Defendants at any time from four
2 years of the date of the filing of this Complaint through the date of signed order
3 certifying the class that worked any shift more than 6 hours and did not receive a
4 legally compliant second ten-minute uninterrupted second rest break and not paid
5 a premium wage.

6 The Subclass 9 that Plaintiff seek to represent is defined as follows:

7 All individuals in California whom worked for Defendants at any time from four
8 years year prior to the date of filing of this action through the date of signed order
9 certifying the class and subjected to policies, procedures, or practices of having to
10 use their personal cell phone for work purposes without reimbursement.

11 The Subclass 10 that Plaintiff seek to represent is defined as follows:

12 All individuals in California whom worked for Defendants at any time from three
13 years year prior to the date of filing of this action through the date of signed order
14 certifying the class and subjected to policies, procedures, or practices of having to
15 use their personal cell phone for work purposes without reimbursement.

16 The Subclass 11 that Plaintiff seek to represent is defined as follows:

17 All individuals in California whom worked for Defendants who were subjected to
18 pre-shift health screenings and not timely paid all entitled minimum wages from
19 four years of the date of the filing of this Complaint through the date of signed
20 order certifying the class.

21 The Subclass 12 that Plaintiff seek to represent is defined as follows:

22 All individuals in California whom worked for Defendants who were subjected to
23 pre-shift health screenings and not paid for all entitled overtime hours worked at
24 any time from four years of the date of the filing of this Complaint through the
25 date of signed order certifying the class.

26 The Subclass 13 that Plaintiff seek to represent is defined as follows:

27 All individuals in California whom worked for Defendants who were subjected to
28 mid- shift health screenings and did not receive a legally compliant thirty-minute
uninterrupted first meal break and not paid a premium wage at any time from
three years of the date of the filing of this Complaint through the date of signed
order certifying the class..

The Subclass 14 that Plaintiff seek to represent is defined as follows:

1 All individuals in California whom worked for Defendants who were subjected to
2 mid- shift health screenings and did not receive a legally compliant thirty-minute
3 uninterrupted first meal break and not paid a premium wage at any time from four
4 years of the date of the filing of this Complaint through the date of signed order
5 certifying the class.

6 The Subclass 15 that Plaintiff seek to represent is defined as follows:

7 All individuals in California whom worked for Defendants as non-exempt and not
8 timely paid all entitled wages from three years of the date of the filing of this
9 Complaint through the date of signed order certifying the class.

10 The Subclass 16 the Plaintiff seeks to represent is defined as follows:

11 All persons whom worked for Defendants in California as nonexempt employees
12 at any time from three years year prior to the date of filing of this action through
13 the date of signed order certifying the class and subjected to policies. procedures
14 or practices of having to use their face masks for work purposes without
15 reimbursement

16 The Subclass 17 the Plaintiff seeks to represent is defined as follows:

17 All persons whom worked for Defendants in California as nonexempt employees
18 at any time from three years year prior to the date of filing of this action through
19 the date of signed order certifying the class and subjected to policies. procedures
20 or practices of having to use their personal cell phone for work purposes without
21 reimbursement.

22 The Subclass 18 that Plaintiff seek to represent is defined as follows:

23 All persons whom worked for Defendants in California as nonexempt employees
24 not timely paid all entitled wages upon termination, resignation or end of
25 employment from four years of the date of the filing of this Complaint through the
26 date of signed order certifying the class.

27 The Subclass 19 that Plaintiff seek to represent is defined as follows:

28 All persons whom worked for Defendants in California as nonexempt employees
not timely paid all entitled wages upon termination, resignation or end of
employment from three years of the date of the filing of this Complaint through
the date of signed order certifying the class.

1 31. The individuals included within the alleged Class and Subclass are over one hundred
2 (100) and is so numerous that joinder of each of them would be impracticable, and the
3 disposition of their claims in a class action, rather than in numerous individual actions, will
4 benefit the parties, the Court, and the interests of justice. The Subclasses 1 through Subclass 19
5 shall be collectively referred to herein as “Subclass”.

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

- 9 a. Whether Defendants failure to compensate minimum wages to all Class Members and
10 Subclass Members for all hours worked violates Labor Code sections 210, 221, 510,
11 1194, Wage Order 4-2001 and Wage Order 5-2001;
- 12 b. Whether Defendants failure to compensate overtime wages to all Class Members and
13 Subclass Members for all hours worked violates Labor Code sections 210, 221, 510,
14 1194, Wage Order 4-2001 and Wage Order 5-2001;
- 15 c. Whether Defendants failure to pay all Class Members and Subclass Members for all
16 wages upon termination, resignation or end of employment violates Labor Code
17 sections 201, 202, and 203;
- 18 d. Whether Defendants failure to provide meal periods to Class Members and Subclass
19 Members violates Labor Code sections 226.7, 512, Wage Order 4-2001 and Wage
20 Order 5-2001;
- 21 e. Whether Defendants failure to provide rest periods to Class Members and Subclass
22 Members violates Labor Code section 226.7; Wage Order 4-2001 and Wage Order 5-
23 2001;
- 24 f. Whether Defendants failure to keep accurate payroll records of daily hours worked
25 violates Labor Code section 1174;
- 26 g. Whether Defendants’ failure to provide Class Members and Subclass Members with
27 itemized statements of wages and hours worked violates Labor Code section 226;
- 28

1 h. Whether Defendants failure to reimburse for Class Members and Subclass Members
2 for use of their personal cell phones without reimbursement violates Labor Code
3 section 2802;

4 i. Whether Defendants various violations of the Labor Code serve as predicate
5 violations of the UCL.

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

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

11 **FIRST CAUSE OF ACTION**

12 **(Claim for Failure to Provide Minimum Wages – Lab. Code 510, 1194 and Wage Orders 4
13 and 5 Section 3, by Plaintiff, Subclass and Class Against All Defendants and DOES 1-50)**

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

16 36. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
17 Members.

18 37. Defendants were required to compensate Plaintiff for all hours worked pursuant to
19 California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order
20 4-2001; Wage Order 5-2001 Section 3. Defendants failed to do so. Plaintiff Class Members and
21 Subclass Members are entitled to minimum wages and civil penalties as a consequence of this
22 failure.

23 38. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for
24 all of the minimum wages they are entitled to pursuant to California Labor Code sections 510
25 and 1194 and Industrial Welfare Commission Wage Order 4-2001; Wage Order 5-2001 Section
26 3. It failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil
27 penalties and owed wages as a consequence of this failure.

28 39. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
Subclass Members have suffered and continues to suffer substantial losses related to the use and

1 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
2 in seeking to compel Defendants to fully perform its obligation under state law, all to their
3 respective damage in amounts according to proof at trial and within the jurisdictional limitations
4 of this Court.

5 40. As a result of the violations alleged herein, Plaintiff seek all civil penalties and wages
6 available pursuant to the Labor Code, Wage Order 4-2001; Wage Order 5-2001, and an award of
7 reasonable attorney's fees and costs. The exact amount of the applicable penalties is an amount
8 to be shown according to proof at trial.

9 **SECOND CAUSE OF ACTION**

10 **(Claim for Failure to Provide Overtime Wages – Lab. Code 510 and 1194, Wage Order 1,
4, 7, 9 Section 3, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

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

13 42. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
14 Members.

15 43. Defendants were required to compensate Plaintiff for all hours worked pursuant to
16 California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order
17 4-2001; Wage Order 5-2001 Section 3. Defendants failed to do so. Plaintiff Class Members and
18 Subclass Members are entitled to overtime wages and civil penalties as a consequence of this
19 failure.

20 44. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for
21 all of the overtime wages they are entitled to pursuant to California Labor Code sections 510 and
22 1194 and Industrial Welfare Commission Wage Order 4-2001; Wage Order 5-2001 Section 3. It
23 failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and
24 owed wages as a consequence of this failure.

25 45. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
26 Subclass Members have suffered and continues to suffer substantial losses related to the use and
27 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
28 in seeking to compel Defendants to fully perform its obligation under state law, all to their

1 respective damage in amounts according to proof at trial and within the jurisdictional limitations
2 of this Court.

3 46. As a result of the violations alleged herein, Plaintiff seek all civil penalties and wages
4 available pursuant to the Labor Code, Industrial Welfare Commission Wage Order 4-2001;
5 Wage Order 5-2001 Section 3, and an award of reasonable attorney's fees and costs. The exact
6 amount of the applicable penalties is an amount to be shown according to proof at trial.

7 **THIRD CAUSE OF ACTION**

8 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 210 by Plaintiff, 9 Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

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

12 48. Pursuant to Labor Code section 210, an employer may not fail to pay the wages of each
13 employee.

14 49. Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass
15 Members.

16 50. Defendant failed to pay Plaintiffs, Class Members and Subclass Members wages as
17 required by California Labor Code section 210. As a result, Defendant's are liable to Plaintiffs,
18 Class Members and Subclass Members, plus reasonable attorney's fees and costs of suit.

19 51. Plaintiffs, on behalf of itself, Class Members and Subclass Members, also request relief
20 as described below.

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

23 **FOURTH CAUSE OF ACTION**

24 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 221 by Plaintiff, 25 Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

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

28 54. Pursuant to Labor Code section 221, it shall be unlawful for any employer to collect or
receive from an employee any part of wages theretofore paid by said employer to said employee.

1 55. Plaintiff brings this claim on behalf of themselves, the Class Members and Subclass
2 Members.

3 56. Defendant failed to pay Plaintiff, Class Members and Subclass Members their entitled
4 wages. As a result, Defendants are liable to former employee Plaintiff, Class Members and
5 Subclass Members wages, plus reasonable attorney's fees and costs of suit.

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

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

10 **FIFTH CAUSE OF ACTION**

11 **(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Orders 4 and
12 5, Section 11, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

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

15 60. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
16 Members.

17 61. Defendants were required to authorize and permit Plaintiff and Class Members and
18 Subclass Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission
19 Wage Order 4-2001; Wage Order 5-2001 Section 11(A) and Labor Code sections 226.7 and 512.
20 Defendants failed to do so by not allowing such uninterrupted meal breaks. Plaintiff Class
21 Members and Subclass Members are entitled to premium wages and civil penalties as a
22 consequence of this failure.

23 62. Defendants were required to pay the Plaintiff, Class Members and Subclass Member
24 employees one (1) hour of pay at their regular rate of compensation for each workday that the
25 legally compliant meal breaks are not provided, pursuant to California labor Code sections 226.7,
26 and 512, Industrial Welfare Commission Wage Order 4-2001; Wage Order 5-2001 Section
27 11(B). It failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil
28 penalties and owed wages as a consequence of this failure.

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

64. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages available pursuant to the Labor Code, Wage Orders 4 and 5, and an award of reasonable attorney's fees and costs. The exact amount of the applicable penalties is an amount to be shown according to proof at trial.

SIXTH CAUSE OF ACTION

(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Wage Order 4 and 5, Section 12 by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

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

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

67. Defendants were required to authorize and permit employees to take uninterrupted rest periods pursuant to Industrial Welfare Commission Wage Order 4-2001; Wage Order 5-2001 Section 12(A) and Labor Code sections 226.7 and 512. It failed to do so by not allowing such uninterrupted rest periods. Plaintiff, Class Members and Subclass Members are entitled to owed wages and civil penalties as a consequence of this failure.

68. Defendants were required to pay the employees one (1) hour of pay at their regular rate of compensation for each workday that the legally compliant rest period is not provided, pursuant to Industrial Welfare Commission Wage Order 4-2001; Wage Order 5-2001 Section 12(B). Defendants failed to do so by not allowing such interrupted rest periods. Plaintiff are entitled to civil penalties as a consequence of this failure.

69. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members, and Subclass Members have suffered and continues to suffer substantial losses related to the use and

1 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
2 in seeking to compel Defendants to fully perform its obligation under state law, all to their
3 respective damage in amounts according to proof at trial and within the jurisdictional limitations
4 of this Court. The exact amount of the applicable penalties is an amount to be shown according
5 to proof at trial.

6 70. As a result of the violations alleged herein, Plaintiff, Class Members and Subclass
7 Members seek all civil penalties and owed wages available pursuant to the Labor Code and
8 Wage Order 4-2001; Wage Order 5-2001, and an award of reasonable attorney's fees and costs.

9 **SEVENTH CAUSE OF ACTION**

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

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

13 72. Plaintiff bring this claim on behalf of themselves, and the Class Members and Subclass
14 Members.

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

employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The applicable Wage Order provides: “Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.”

74. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and Subclass Members with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, all applicable hourly rates in effect during each pay period, full name and legal entity of the employer and the corresponding number of hours worked at each hourly rate by them and Class Members and Subclass Members.

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

EIGHTH CAUSE OF ACTION

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

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

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

78. Plaintiff brings this claim on behalf of themselves, the Class Members and Subclass Members.

79. Defendant failed to pay Class Members who are no longer employed by Defendant compensation due upon termination as required by California Labor Code section 201 and 202.

1 As a result, Defendant's are liable to former employee Class Members waiting time penalties
2 provided under California Labor Code section 203, plus reasonable attorney's fees and costs of
3 suit. At the time of Plaintiff's termination, Plaintiff was owed wages for Defendant's failure to
4 compensate Plaintiff for overtime time, minimum wage time and hours worked in violation of
5 Labor Code section 203.

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

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

9 **NINTH CAUSE OF ACTION**

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

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

13 83. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

14 84. Plaintiff, Class Members and Subclass Members were non-exempt employees of
15 Defendant. In the course of their employment, Plaintiff, Class Members and Subclass Members
16 were not reimbursed for expenses arising in the course and scope of their services. These
17 expenses included but not limited to, face masks and use of personal cell phones.

18 85. Plaintiff, Class Members and Subclass Members were not exempt employees and entitled
19 to the protections of IWC Order 4-2001, IWC Order 5-2011, (Title 8 of the California Code of
20 Regulations § 11090), and California Labor Code § 200, 500, 1194, 1197, and 1198).

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

25 87. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code §
26 2804 which states that "any contract or agreement, express or implied, made by any employee to
27 waive the benefits of this article or any part thereof, is null and void, and this article shall not
28

1 deprive any employee or his personal representative of any right or remedy to which he is
2 entitled under the laws of this State.”

3 88. As a proximate result of Defendant’s policies in violation of Labor Code §§ 2802 and
4 2804, Plaintiff, Class Members and Subclass Members suffered damages in sums, which will be
5 shown according to proof to be in excess of the jurisdictional minimum of this Court.

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

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

12 91. Plaintiff, Class Members and Subclass Members are entitled to reimbursement for
13 expenses in connection to face masks and personal cell phone use, attorney’s fees, interest, and
14 costs of suit pursuant to Labor code § 2802 for bringing this action.

15 16 **TENTH CAUSE OF ACTION**

17 **(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)** 18 **By Plaintiffs, Class and Subclass Against All Defendants and DOES 1-50)**

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

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

26 94. Through Defendants’ conduct during the applicable statutory period including, but not
27 limited to, the conduct alleged herein, including that alleged on information and belief, the
28 defendant has engaged in business practices in California by practicing, employing, and utilizing,
the employment practices outlined in the preceding paragraphs all in violation of California law

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

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

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

27 97. Pursuant to California Business & Professions Code section 17203, Plaintiff, Class
28 Members, Subclass Members are entitled to seek restitution of all wages and other monies owed

1 on behalf of themselves and Aggrieved Employees belonging to them, including interest thereon,
2 which Defendants wrongfully withheld from them and retained for itself by means of its
3 unlawful and unfair business practices.

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

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

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

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

20 **ELEVENTH CAUSE OF ACTION**

21 **(For Violation of the Labor Code Private Attorneys General Act)** 22 **(Labor Code §§ 2698, et seq. By Plaintiff Against All Defendants and DOES 1-50)**

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

25 103. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
26 civil penalty to be assessed and collected by the Labor and Workforce Development Agency
27 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for
28 violation of the code may, as an alternative, be recovered through a civil action brought by an

aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

104. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

105. Defendants' conduct violates numerous Labor Code sections including, but not limited to the following:

(a) Violation of Labor Code §§ 510, 1194 and Wage Orders 4, 5, Section 3 for Defendants failure to provide Plaintiff and other aggrieved employees all minimum wages for hours worked;

(b) Violation of Labor Code §§ 510, 1194 and Wage Orders 4, 5, Section 3, for Defendants failure to provide Plaintiff and other aggrieved employees all minimum wages and overtime wages for hours worked;

(c) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Orders 4, 5, Section 11, for Defendants failure to provide Plaintiff and other aggrieved employees all required legally compliant meal periods, and Defendants' failure to provide Plaintiff and other aggrieved employees with one hour of pay of Plaintiff and other aggrieved employees' regular rate of compensation for each meal period that was not provided, as herein alleged;

(d) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Orders 4, 5, Section 12 for Defendants failure to provide Plaintiff and other aggrieved employees all required rest periods, and Defendants' failure to provide Plaintiff and other aggrieved employees with one hour of pay of Plaintiff and other aggrieved employees' regular rate of compensation for each rest period that was not provided, as herein alleged;

(e) Violation of Labor Code §§ 226, 226.3, 1198 and Wage Orders 4, 5, Section 7 for failure to maintain records and provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

(f) Violation of Labor Code §§ 201, 202, and 203 for failure to pay all wages upon termination, resignation or end of employment as a result of failing to pay minimum wages and overtime wages for all hours worked.

106. Further, Labor Code § 558(a) provides “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.” Labor Code § 558(c) provides “the civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

107. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator and had or ore more of the alleged violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

108. On August 20, 2021 and August 24, 2021, Plaintiff sent Defendants by certified mail notice of the facts and theories of its Labor Code violations. Plaintiffs submitted this notice to the Labor Workforce Development Agency via online along with a payment of \$75.00. Plaintiff’s statute of limitations to file a Private Attorney General Act claim was tolled pending the 65-calendar day exhaustion period. (See Cal. Lab. Code § 2699.3(d). Plaintiffs have therefore exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

109. Labor Code §§ 2698, et seq. imposes upon Defendants, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated the Labor Code.

1 110. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff on behalf of all other
2 aggrieved employees is entitled to recover civil penalties against Defendants for violations of the
3 Labor Code sections cited above.

4 111. The California Supreme Court has held that a representative action does not need to meet
5 the class certification requirements because it is strictly a state enforcement action. *Arias v.*
6 *Superior Court*, 46 Cal.4th 969, 970-75 (2009).

7 112. Defendants' conduct as alleged herein, has been and continues to be unfair, unlawful
8 and harmful to Plaintiff and the general public. Plaintiff seeks to enforce important rights
9 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

10
11 **PRAYER FOR RELIEF**

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

- 14 A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro.
15 Section 382, on behalf of the proposed class;
- 16 B. Class notice to all Class Members and Subclass Members in California who worked
17 for Defendants from four years prior to the filing of the original Complaint through
18 the trial of this action;
- 19 C. Plaintiff be appointed as the representative of the Class and Subclass;
- 20 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- 21 E. The Court declare Defendants policies and/or practices of failing to provide minimum
22 wages violates California Labor Code section, 210, 221, 512 and 1194 and Wage
23 Order 4-2001; Wage Order 5-2001 Section 3 by failing to provide the Class
24 Members, Subclass Members and Aggrieved Employees with minimum wages for all
25 hours worked;
- 26 F. The Court declare Defendants policies and/or practices of failing to provide overtime
27 wages violates California Labor Code sections, 210, 221, 512 and 1194 and Wage
28 Order 4-2001; Wage Order 5-2001 Section 3 by failing to provide the Class

Members, Subclass Members and Aggrieved Employees with overtime wages for all hours worked;

- G. The Court declare Defendants policies and/or practices of failing to provide meal periods violates California Labor Code section 226.7, and 512 and Wage Order 4-2001; Wage Order 5-2001 Section 11(A) by failing to provide the Class Members, Subclass Members and Aggrieved Employees with meal periods of at least one-half hour in which they were relieved of all duties for every five hours of work;
- H. The Court declare Defendants policies and/or practices of failing to provide rest periods violates California Labor Code section 226.7 and Wage Order 4-2001; Wage Order 5-2001 Section 12(A) by failing to provide the Class Members, Subclass Members and Aggrieved Employees with rest periods of at least ten minutes in which they were relieved of all duties for every four hours of work or major fraction thereof;
- I. The Court declare Defendants policies and/or practices of failing to furnish accurate wage statement to Class Members, Subclass Members and Aggrieved employees violates Labor Code section 226;
- J. The Court declare Defendants policies and/or practices of failing to keep accurate payroll records of daily hours worked for Plaintiff, Subclass Members and Class Members violates Labor Code section 1174 and 1174.5; and
- K. The Court declare Defendants policies and/or practices of failing to reimburse for unlawful business expenses for Plaintiff, Subclass Members and Class Members violates Labor Code section 2802.

First Causes of Action:

1. For an award of damages to Plaintiff and the Class Members and Subclass Members pursuant to Labor Code section 1194.
2. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.
3. An award to Class and Subclass Representative Plaintiff, and the Class Members and

Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California Labor Code section 1194 and/or other applicable law.

Second Causes of Action:

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

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

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

Third Causes of Action:

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

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

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

Fourth Causes of Action:

10. For an award of damages to Plaintiffs and the Class Members and Subclass Members pursuant to Labor Code section 221.

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

12. An award to Class and Subclass Representative Plaintiff, and the Class Members and

Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California Labor Code section 210 and/or other applicable law.

Fifth Causes of Action:

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

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

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

Sixth Causes of Action:

16. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to Labor Code section 226.7 (c).

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

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

Seventh Causes of Action:

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

20. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the

1 applicable damages is an amount to be shown according to proof at trial and within the
2 jurisdictional limits of the Court.

3 21. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).
4

5 **Eighth Causes of Action:**

6 22. For an award for the Plaintiff and Class Members for owed wages and penalties,
7 plus interest pursuant to Labor Code section 203.

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

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

11 25. California Code of Civil Procedure 1021.5.
12

13 **Ninth Cause of Action:**

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

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

18 28. An award to Class and Subclass Representative Plaintiff, and the Class Members and
19 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
20 Procedure Code section 1021.5, California 2802 et seq., and/or other applicable law.
21

22 **Tenth Cause of Action:**

23 29. For a temporary restraining order, a preliminary injunction, and a permanent injunction
24 enjoining Defendants and its agents, servants and employees, and all persons acting under, in
25 concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and
26 business practices described in Paragraphs 80 through 89 above;

27 30. For restitution, lost wages and penalties therewith;

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

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

Eleventh Cause of Action

34. For civil penalties against Defendants on behalf of all aggrieved employees pursuant to Labor Code §§ 2698, et seq.;

35. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, et seq.; and

36. . For such relief as the Court deems just and proper.

As to All Causes of Action:

37. For reasonable attorneys' fees and costs incurred

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

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

Dated: December 30, 2021

Jackson APC

By: /s/ Armond M. Jackson
Armond M. Jackson
Attorneys for Plaintiff Lourdes Vasquez

DEMAND FOR JURY TRIAL

Plaintiff Lourdes Vasquez demands a jury trial in the above captioned matter.

Dated: December 30, 2021

Jackson APC

By: /s/ Armond M. Jackson
Armond M. Jackson
Attorneys for Plaintiff Lourdes Vasquez