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Attorneys for Plaintiff

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

LAURA LOPEZ, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

BARLOW RESPIRATORY HOSPITAL, a
 California corporation; and DOES 1 through
 100,

Defendants.

Case No.: 21STCV29754

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) FAILURE TO PAY ALL WAGES AT
 THE AGREED-UPON RATE
 (LABOR CODE §§ 204, 218, 221-223);**
- (2) MINIMUM WAGE VIOLATIONS
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, 1197);**
- (3) WAGE STATEMENT VIOLATIONS
 (LABOR CODE § 226);**
- (4) UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 *et seq.*); and**
- (5) CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Laura Lopez (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby bring this First Amended Class and Representative Action Complaint against Barlow
3 Respiratory Hospital, a California corporation; and DOES 1 to 100, inclusive (collectively,
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, brings this action
7 for recovery of unpaid wages and penalties under California Business and Professions Code §
8 17200 *et. seq.*, Labor Code §§ 204, 221-223, 226, 558, 1182.12, 1194, 1194.2, 1197, and 1998,
9 2698 *et. seq.*, and Industrial Welfare Commission Wage Order 5 (“Wage Order 5”), in addition
10 to seeking declaratory relief and restitution. This action is brought pursuant to California Code of
11 Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
12 Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in Los
16 Angeles County. Defendants own, maintain offices, transacts business, have an agent or agents
17 within Los Angeles County, and/or otherwise are found within Los Angeles County, and
18 Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
22 the filing of this action and within the statute of limitations periods applicable to each cause of
23 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
24 was, and is a victim of Defendants’ policies and/or practices complained of herein, lost money
25 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 204, 221-223,
26 226, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et. seq.*, California Business and Professions
27 Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 5, which sets employment
28 standards for the public housekeeping industry, including hospitals.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the statute
2 of limitations period applicable to each cause of action alleged herein, and continuing to the
3 present, Defendants did (and continue to do) business by operating a long-term acute respiratory
4 care facility, and employed Plaintiff and other, similarly-situated non-exempt employees within
5 Los Angeles County and the state of California and, therefore, were (and are) doing business in
6 Los Angeles County and the State of California.

7 5. Plaintiff does not know the true names or capacities, whether individual, partner,
8 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
10 further amend this complaint when such true names and capacities are discovered. Plaintiff is
11 informed, believes, and based thereon alleges, that each of said fictitious defendants, whether
12 individual, partners, or corporate, was responsible in some manner for the acts and omissions
13 alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 15) to
14 be subject to the unlawful practices, wrongs, injuries and damages complained of herein.

15 6. Plaintiff is informed, believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

17 7. At all times herein mentioned, each of said Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
19 Defendants, and each of them, were the agents, servants, and employees of each and every one of
20 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
21 were acting within the course and scope of said agency and employment. Defendants, and each
22 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
23 omissions complained of herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
28 members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Defendants operate a long-term acute respiratory care facility in Los Angeles, California with additional locations elsewhere in California. Plaintiff has been employed by Defendants as a non-exempt employee in the housekeeping department since approximately 2015 but has been on a leave of absence since approximately July 2021.

10. During Plaintiff's employment with Defendants, Defendants purported to pay Plaintiff at various hourly rates, but in fact paid her a wage lower than the rates represented on her wage statements. For example, in the pay period of December 23, 2020 to January 5, 2021, Defendants issued a wage statement to Plaintiff that purported to pay her regular hours (denoted "REG" on Plaintiff's wage statement) at a rate of \$18.28 per hour, for 64.00 hours worked. This should have computed to a total of **\$1,169.92** (i.e., $\$18.28 * 64.00$ hours). However, Defendants paid Plaintiff only \$1,169.68 for her regular hours worked. Similarly, in the same pay period, the wage statement issued to Plaintiff purported to pay her a shift differential (denoted as "SDIFF 2") at a rate of \$1.77 for 16.00 hours worked. This should have computed to a total of **\$28.32** (i.e., $\$1.77 * 16.00$ hours), but Defendants paid Plaintiff only \$28.24. On information and belief, Defendants have underpaid other non-exempt employees in a similar manner during the time period relevant to this action. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees at the rates promised to them and represented in their wage statements, Plaintiff and other non-exempt employees have been underpaid their wages.

11. In addition to paying Plaintiff and other non-exempt employees at a rate lower than what is purported in their wage statements, Defendants have also utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Defendants have rounded Plaintiff's timekeeping entries in an uneven manner to a tenth-of-an-hour increments so that, over a period of time, she has been deprived of all earned minimum wages. Upon information and belief, Defendants' timekeeping and payroll systems regularly, systematically, and impermissibly rounded the hours worked by Plaintiff and other non-exempt employees in Defendants' favor, resulting, over a period of time, in the failure to properly compensate Plaintiff

1 and other non-exempt employees at least the minimum wage for all hours worked. Due to
2 Defendants' timekeeping policies and/or practices that fail to compensate for all hours worked,
3 Plaintiff and other non-exempt employees were not compensated for all required minimum
4 wages.

5 12. Defendants have also failed to Plaintiff and other non-exempt employees timely
6 in compliance with Labor Code Section 204. Specifically, throughout her employment with
7 Defendants, Plaintiff's paycheck has been dated 8 days after the end of the bi-weekly pay period.
8 For example, for the pay period ending on January 5, 2021 referenced in paragraph 10 above,
9 Plaintiff's wage statement indicates a deposit date of January 13, 2021, i.e., 8 days after the end
10 of the pay period. Similarly, in the very next pay period, spanning from January 6 to 19, 2021,
11 Plaintiff's wage statement indicates a deposit date of January 27, 2021 – again, 8 days after the
12 end of the pay period. Plaintiff was paid in the same manner throughout the time period relevant
13 to this action, and on information and belief, Defendants have paid other non-exempt employees
14 in the same time frame, i.e., 8 days after the close of the pay period. This practice violates Labor
15 Code Section 204(d), which requires employers who pay on a bi-weekly basis to pay all wages
16 "no later than seven calendar days following the close of the payroll period."

17 13. As a result of Defendants' failure to pay all agreed-upon wages and all minimum
18 wages owed, Defendants maintained inaccurate payroll records and issued inaccurate wage
19 statements to Plaintiff and other non-exempt employees. In addition, and as described above, the
20 wage statements issued by Defendants did not contain the rates of pay actually paid to Plaintiff
21 or other non-exempt employees as required by Labor Code § 226(a)(9), as Defendants actually
22 paid them at lower rates than reported on their wage statements. In addition, the wage statements
23 issued to Plaintiff and other non-exempt employees did not contain an accurate accounting of
24 total hours worked, in violation of Labor Code § 226(a)(2) since the wage statement did not report
25 a total number of hours worked, and adding up all of the hours in the "Hours" column did not
26 yield an accurate accounting of the total hours worked since hours were often double-counted,
27 such as when Plaintiff earned a shift differential as in the example noted in paragraph 10 above.

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14. Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of 180 days or more were tolled for 178 days, from April 6, 2020 through October 1, 2020. Accordingly, the statutes of limitations for each of Plaintiff's claims alleged herein were tolled for a period of 178 days during the aforementioned tolling period.

CLASS ACTION ALLEGATIONS

15. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all Defendants' current and former non-exempt employees in California who were subjected to Defendants' timekeeping policies/practices, during the four years plus 178 days immediately preceding the filing of this action through the present.

b. The Unpaid Wage Class consists of all Defendants' current and former non-exempt employees in California who were paid at an hourly rate lower than that reported on their wage statements, during the four years plus 178 days immediately preceding the filing of this action through the present;

c. The Wage Statement Class consists of (i) all members of the Minimum Wage Class and/or Unpaid Wage Class who received a wage statement; and/or (ii) all employees who received a wage statement that did not contain an accurate accounting of their total hours worked, during the one year plus 178 days immediately preceding the filing of this action through the present.

16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

17. **Common Questions of Law and Fact Predominate:** There are common questions of law and fact as to Plaintiff and similarly situated employees, which predominate over questions affecting only individual Class members including, without limitation:

- i. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Minimum Wage Class for all hours actually worked;
- ii. Whether Defendants failed to pay members of the Unpaid Wage Class at their promised rates of pay;
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

18. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping and pay policies/practices and Defendants' wage statement policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff has been employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled herein. As alleged herein, Plaintiff, like the members of the Classes, has been deprived of all earned wages, and has not received accurate itemized wage statements.

20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from

1 exploitation by employers who have the responsibility to follow the laws and who may seek to
2 take advantage of superior economic and bargaining power in setting onerous terms and
3 conditions of employment. The nature of this action and the format of laws available to Plaintiff
4 and members of the Classes make the class action format a particularly efficient and appropriate
5 procedure to redress the violations alleged herein. If each employee were required to file an
6 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
7 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
8 their vastly superior financial and legal resources. Moreover, requiring each member of the
9 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
10 employees who would be disinclined to file an action against their former and/or current employer
11 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
12 employment. Further, the prosecution of separate actions by the individual class members, even
13 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
14 with respect to the individual class members against Defendants herein; and which would
15 establish potentially incompatible standards of conduct for Defendants; and/or legal
16 determinations with respect to individual class members which would, as a practical matter, be
17 dispositive of the interest of the other class members not parties to adjudications or which would
18 substantially impair or impede the ability of the class members to protect their interests. Further,
19 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
20 individual prosecution considering all of the concomitant costs and expenses attending thereto.
21 As such, the Classes identified in Paragraph 15 are maintainable as a Class under § 382 of the
22 Code of Civil Procedure.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY ALL AGREED-UPON WAGES**

25 **(AGAINST ALL DEFENDANTS)**

26 22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 23. This cause of action is brought pursuant to Labor Code §§ 204, 218, and 221-223,
28 which provide that all non-exempt employees are entitled to be paid all wages owed at the rate

1 agreed upon with their employer, and provide a private right of action for the failure to pay all
2 wages owed at the agreed-upon rate for all work performed.

3 24. At all times relevant herein, Defendants were required to properly compensate
4 Plaintiff and the members of the Unpaid Wage Class for all hours worked at the rate agreed to
5 with and promised by Defendants, pursuant to California Labor Code §§ 221-223. At all relevant
6 times herein, Defendants actually paid Plaintiff and the members of the Unpaid Wage Class at
7 rate lower than that promised by Defendants and lower than reported on employee wage
8 statements, which resulted in Plaintiff and the members of the Unpaid Wage Class to be paid less
9 than the agreed-upon/promised rate for their work. This pattern and practice by Defendants of
10 failing to pay the agreed-upon/promised rate for all work performed violates the Labor Code and
11 constitutes unjust enrichment.

12 25. The foregoing practices and policies are unlawful and create entitlement to
13 recovery by Plaintiff and the members of the Unpaid Wage Class in a civil action for the unpaid
14 amount of wages owing, including interest thereon, as well as statutory penalties, civil penalties,
15 and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218, 218.5, 218.6, 221-223,
16 and 558; California Code of Civil Procedure § 1021.5; and Civil Code §§ 3287(b) and 3289.

17 **SECOND CAUSE OF ACTION**

18 **MINIMUM WAGE VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 26. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

21 27. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
22 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
23 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
24 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
25 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
26 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
27 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
28 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were

subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5.

28. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

29. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and members of the Minimum Wage Class seek penalties pursuant to Wage Order 5 § 20(A) and California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

THIRD CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements with respect to, *inter alia*, their actual hours worked, total hours worked, total gross wages earned, all rates of pay, and total net wages earned, in violation of Labor Code § 226 *et seq.*

32. Defendants' failures in furnishing Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all earned minimum and agreed-upon wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

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33. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

FOURTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

35. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay at least the minimum wage for all hours worked, failing to pay for all hours worked at the agreed-upon rate, failing to issue accurate itemized wage statements, and failing to timely pay bi-weekly wages.

36. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff, and continues to deprive members of the Classes, of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

37. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

38. The acts complained of herein occurred within the last four years immediately preceding the filing of this action.

39. Plaintiff was compelled to retain counsel to file this action to protect her interests and those of the Classes, to obtain restitution and injunctive relief for Defendants' current employees, and to enforce important rights affecting the public. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

1 **FIFTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEY GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 41. Defendants have committed several Labor Code violations against Plaintiff,
6 members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee”
7 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
8 employees, brings this representative action against Defendants to recover the civil penalties due
9 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
10 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
11 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
12 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
13 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
14 each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per
15 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
16 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
17 initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to
18 Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation
19 and \$200.00 for each subsequent violation per employee per pay period for those violations of
20 the Labor Code for which no civil penalty is specifically provided, based on the following Labor
21 Code violations:

22 a. Failing to pay Plaintiff and other aggrieved employees all agreed-upon
23 compensation for all hours worked in violation of Labor Code §§ 204, 218,
24 and 221-223;

25 b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
26 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
27 1194.2, 1197 and 1198;

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- c. Failing to timely pay Plaintiff and other aggrieved employees wages in violation of Labor Code § 204;
- d. Failing to issue Plaintiff and other aggrieved employees with accurate itemized wage statements in violation of Labor Code § 226; and
- e. Failing to pay aggrieved former employees all final wages owed at the termination of their employment in violation of Labor Code §§ 201-203.

42. On or about August 12, 2021 Plaintiff notified Defendants via certified mail and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 41 (a)-(e). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

43. Based on the foregoing, Plaintiff seeks to represent herself, the State of California, and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California between the one year and 178 days prior to the submission of Plaintiff’s PAGA notice to the present.

44. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interest and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to recover under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representatives of the Classes;

- 1 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 2 4. Upon the First Cause of Action, for compensatory, consequential, general and
3 special damages according to proof pursuant to Labor Code §§ 204, and 221-223;
- 4 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
5 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and
6 1197;
- 7 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
8 226;
- 9 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and members of the
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
11 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200 *et seq.*;
- 12 8. Upon the Fifth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
13 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
14 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
15 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
16 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
17 unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent
18 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
19 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
20 employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00
21 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period;
22 and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
23 employee per pay period for those violations of the Labor Code for which no civil penalty is
24 specifically provided, based on the violations of Labor Code sections identified in Paragraph 41
25 (a)-(e) above.
- 26 9. Prejudgment interest on all due and unpaid wages pursuant to California Labor
27 Code § 218.6 and Civil Code §§ 3287 and 3289;
- 28 10. On all causes of action, for attorneys' fees and costs as provided by Labor Code

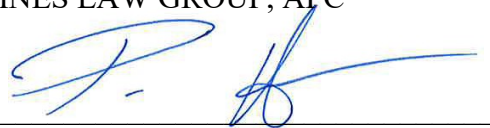
1 §§ 218.5, 226, 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

2 11. For such other and further relief the Court may deem just and proper.

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4 Dated: November 12, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

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6 By:


Paul K. Haines
Attorneys for Plaintiff

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10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

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14 Dated: November 12, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

15
16 By:


Paul K. Haines
Attorneys for Plaintiff

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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On November 12, 2021, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

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Co-Counsel for Plaintiff LAURA LOPEZ

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 12, 2021, at El Segundo, California.

Alma Hernandez