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MELODIE BANUELOS and MARGARITA TORRES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

MELODIE BANUELOS, an individual;
MARGARITA TORRES, an individual,

Plaintiffs,

v.

QUALITY BEHAVIOR SOLUTIONS, a
California corporation; ROSA HERNANDEZ,
an individual; and DOES 1 through 20,
inclusive,

Defendants.

Case No. **22STCV05014**

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO PAY ALL WAGES DUE (CAL. LABOR CODE § 201, 204, 204.11, 218, 218.5, 221, 1182.12, 1194, 1194.2)**
- 2. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);**
- 3. FAILURE TO PAY REPORTING TIME WAGES (INDUSTRIAL WELFARE COMMISSION WAGE ORDER 4-2001, SECTION 5[C]), CAL. LABOR CODE § 218.5);**
- 4. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE § 218.5)**
- 5. FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§ 226.7, 512);**

6. **FAILURE TO REIMBURSE FOR MANDATORY EXPENSES (CAL. LABOR CODE § 2802);**
 7. **WAITING TIME PENALTIES (CAL. LABOR CODE §§ 201-203);**
 8. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§ 226, ET SEQ.);**
 9. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE § 2699, ET SEQ);**
 10. **UNFAIR COMPETITION (BUS. & PROF. CODE § 17200 ET SEQ.); AND**
- DEMAND OVER \$25,000**
- [DEMAND FOR JURY TRIAL]**

PLAINTIFFS, MELODIE BANUELOS AND MARGARITA TORRES (“Plaintiffs”), bring this case against Defendants, Quality Behavior Solutions, Inc.; Rosa Hernandez, an Individual; and DOES 1-20, inclusive (“Defendants”) for relief from Defendants’ violations of Plaintiffs’ workplace rights. Plaintiffs bring claims under the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 4-2001. Plaintiffs seek damages including restitution of all wages, benefits, and interest to which Plaintiff is entitled and civil penalties. Plaintiff additionally seeks declaratory judgment, reasonable attorneys’ fees, costs, and expenses associated with this action.

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants’ obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiffs in Los Angeles County.

1
2 **THE PARTIES**

3 2. Plaintiffs, MELODIE BANUELOS and MARGARITA TORRES, are and at all times
4 relevant hereto were residents of the State of California, residing in the County of Los Angeles.

5 3. Plaintiffs were at all relevant times non-exempt employees subject to the protections of
6 the California Labor Code and IWC Wage Order No. 4-2001.

7 4. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant
8 hereto, Defendant Quality Behavior Solutions, Inc. (hereinafter referred to as "QBS") was and is a
9 California corporation doing business at 16600 Sherman Way Suite 105, Van Nuys, California 91406,
10 and 1212 West Avenue J, Lancaster, California, 93534, both in the County of Los Angeles, State of
11 California.

12 5. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant
13 hereto, Defendant Rosa Hernandez (hereinafter referred to as "HERNANDEZ") was and is an individual
14 residing in the County of Los Angeles, State of California, was the sole Officer of the corporation, and
15 acted as the Executive Director of QBS, such that her directorship gave her control over Plaintiffs' work.

16 6. QBS, HERNANDEZ, and DOES 1-20 are hereinafter collectively referred to as
17 "Defendants" or "Employers" interchangeably.

18 7. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant
19 hereto, Defendants owned and operated behavioral health treatment centers for children.

20 8. At all times relevant herein, QBS, HERNANDEZ, and DOES 1-20 were Plaintiffs'
21 employers, joint employers, and/or special employers within the meaning of Government Code §§ 12926,
22 subdivision (d), 12940, subdivisions (a), (h), (1), (h)(3)(A), and (i), and 12950, and regularly employ five
23 (5) or more persons and are therefore subject to the jurisdiction of this Court.

24 9. At all times relevant herein, QBS, HERNANDEZ, and DOES 1-20 were Plaintiffs'
25 employers, joint employers and/or special employers within the meaning of the Labor Code and IWC
26 Wage Order No. 4-2001 and are each any "employer or other person acting on behalf of an employer" as
27 such term is used in Labor Code § 558, 558.1 and 1197.1, and liable to Plaintiffs on that basis.
28

1 10. The true names and capacities, whether individual, corporate, associate, or otherwise, of
2 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiffs at this time and
3 therefore said Defendants are sued by such fictitious names. Plaintiffs will seek leave to amend this
4 complaint to insert the true names and capacities of said Defendants when the same become known to
5 Plaintiffs. Plaintiffs are informed and believe, and based thereupon allege, that each of the fictitiously
6 named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiffs
7 as alleged hereinafter.

8 11. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant
9 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
10 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
11 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
12 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
13 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

14 12. Plaintiffs are informed and believe, and based thereupon allege, that Defendants, and each
15 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
16 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
17 wrongful acts alleged herein, and/or attempted to do so. Plaintiffs are further informed and believe, and
18 based thereupon allege, that Defendants, and each of them, including those defendants named as DOES
19 1-20, and each of them, formed and executed a conspiracy or common plan pursuant to which they would
20 commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to
21 said conspiracy, intended to cause and actually causing Plaintiffs harm.

22 13. Whenever and wherever reference is made in this complaint to any act or failure to act by
23 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
24 and/or failures to act by each Defendant acting individually, jointly and severally.

1 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

2 14. Plaintiffs are informed and believe, and based thereon allege, that there exists such a unity
3 of interest and ownership between QBS, HERNANDEZ, and DOES 1-20 that the individuality and
4 separateness of defendants have ceased to exist.

5 15. Plaintiffs are informed and believe, and based thereon allege, that despite the formation of
6 purported corporate existence, QBS, HERNANDEZ, and DOES 1-20 are, in reality, one and the same,
7 including, but not limited to because:

8 a. QBS is completely dominated and controlled by HERNANDEZ and DOES 1-20,
9 who personally committed the frauds and violated the laws as set forth in this complaint, and who have
10 hidden and currently hide behind Defendant corporation to perpetrate frauds, circumvent statutes, or
11 accomplish some other wrongful or inequitable purpose.

12 b. QBS, HERNANDEZ, and DOES 1-20 derive actual and significant monetary
13 benefits by and through one another's unlawful conduct, and by using one another as the funding source
14 for their own personal expenditures.

15 c. QBS, HERNANDEZ, and DOES 1-20, while really one and the same, were
16 segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing
17 a statute, or accomplishing some other wrongful or inequitable purpose.

18 d. QBS does not comply with all requisite corporate formalities to maintain a legal
19 and separate corporate existence.

20 e. The business affairs of QBS, HERNANDEZ, and DOES 1-20 are, and at all times
21 relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
22 are in inextricable confusion. QBS is, and at all times relevant hereto was, used by HERNANDEZ and
23 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
24 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
25 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
26 liability to Plaintiffs for violations of the Government Code and other statutory violations. The corporate
27 existence of QBS on the one hand, and HERNANDEZ and DOES 1-20 on the other, should be
28

1 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and
2 injustice to Plaintiffs herein.

3 16. Accordingly, QBS constitutes the alter ego of HERNANDEZ and/or DOES 1-20, and the
4 fiction of its separate corporate existence must be disregarded.

5 17. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
6 thereon allege that QBS, HERNANDEZ, and DOES 1-20 are Plaintiffs' joint employers by virtue of a
7 joint enterprise, and that Plaintiffs were employees of QBS, HERNANDEZ, and DOES 1-20. Plaintiffs
8 performed services for each and every one of Defendants, and to the mutual benefit of all Defendants,
9 and all Defendants shared control of Plaintiffs as employees, either directly or indirectly, and the manner
10 in which Defendants' business was and is conducted.

11 18. Alternatively, Plaintiffs are informed and believe and, based thereupon allege, that as and
12 between QBS, HERNANDEZ, DOES 1-20, or any of them, (1) there is an express or implied agreement
13 of assumption pursuant to which Defendants and/or DOES 1-20 agreed to be liable for the debts of the
14 other Defendants, (2) the transaction between Defendants and/or DOES 1-20 and the other Defendants
15 amounts to a consolidation or merger of the two corporations, (3) Defendants and/or DOES 1-20 are a
16 mere continuation of the other Defendants, or (4) the transfer of assets to Defendants and/or DOES 1-20
17 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Defendants and/or
18 DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

19
20 **FACTUAL ALLEGATIONS**

21 19. Plaintiffs are informed and believe, and thereupon allege, that during the relevant statutory
22 period, Defendants owned and operated at least two behavioral health treatment centers in or around Los
23 Angeles County.

24 20. Defendants hired Plaintiffs to train and ultimately work as Registered Behavior
25 Technicians with Defendants' special needs patients, all children, some as young as toddlers.

26 21. While Plaintiffs primarily worked in Defendants' Lancaster, facility, they also did work
27 at the Van Nuys, facility, some in-home sessions at the residences of Defendants' patients, and some
28 work at their own respective residences.

1 22. Defendants did not pay Plaintiffs for all hours worked, in violation of Labor Code §§ 204,
2 1194, 1197, and 510. Plaintiffs were required to work off-the-clock on days they were scheduled to work
3 and days they were not, and that off-the-clock time was not accounted for on Plaintiffs' paychecks. The
4 unpaid time worked fell almost entirely into six categories: 1) required preparation time immediately
5 preceding treatment sessions with patients (approximately 5-10 minutes for each and every session); 2)
6 clean-up immediately following sessions (approximately 2-5 minutes for each and every session; 3) note-
7 taking and/or debriefing which usually happened upon completion of a session, but sometimes had to
8 wait until later (an approximate average of 5 minutes per session, considering some sessions did not
9 require any additional time for this, and others required up to 30 minutes); 4) waiting for parents to pick
10 up patients; 5) attending to required administrative duties, meetings with management, and company-
11 wide communication mandates strictly enforced by Defendants (approximately 30 minutes to an hour
12 each week worked); and 6) "reporting time" or "stand by" time, whereby Employer constrained Plaintiffs
13 and other employees time and were effectively engaged to wait or to show up to work and ultimately told
14 to go home..

15 23. In the event Defendants' patient clients cancelled a treatment session for which Plaintiffs
16 were scheduled to work, Defendants' policy (during the time spanning Plaintiffs' respective dates of hire
17 until in or around April 2021) was to pay Plaintiffs for two hours of work. Despite this policy, there were
18 instances in which a client canceled a session and Plaintiffs were not compensated in accord with the then
19 existing policy.

20 24. Defendants changed their policy regarding client cancellation of a treatment session in or
21 around April 2021. Defendants' new policy stated that in the event of a client cancellation of a treatment
22 session, Plaintiffs would be paid for drive time. Despite the new policy, there were instances where a
23 client canceled a session and Plaintiffs were not compensated per the updated policy.

24 25. Throughout the period beginning when Plaintiffs were hired until in or around March
25 2021, Plaintiffs were not permitted to take statutory 10-minute rest breaks for every four hours worked
26 or major fraction thereof.

27 26. In or around March 2021, Defendants regularly began scheduling a "Floater" position so
28 that Plaintiffs and other similarly situated Registered Behavior Technicians were able to take 10-minute

1 breaks. Even with Floaters, there were days when the continuously demanding nature of Plaintiffs' job
2 responsibilities did not afford an opportunity for them to take a rest break.

3 27. Throughout Plaintiffs' employment, Plaintiffs did not receive uninterrupted statutory 30-
4 minute meal periods for days on which Plaintiffs worked at least 6 hours. Plaintiffs were responsible for
5 carrying a walkie-talkie issued by the Defendants, and Defendants regularly interrupted Plaintiffs with
6 work requests to be addressed immediately.

7 28. Throughout Plaintiffs' employment Defendants issued paychecks and/or Direct Deposit
8 payments to Plaintiffs twice a month.

9 29. Throughout Plaintiffs' employment, Plaintiffs were not provided with paystubs that
10 complied with Labor Code § 226. Defendants consistently and invariably furnished paychecks and/or
11 their accompanying paystubs that failed to accurately represent the itemized hours Plaintiffs worked.

12 30. Furthermore, throughout Plaintiffs' employment, Defendants violated Labor Code § 2802
13 by failing to reimburse for work-related expenses. Defendants' employment policy required Plaintiffs to
14 use a cellular phone application weekly to review employment related messages. Plaintiffs were also
15 constructively obligated to use their personal cellphones for time-keeping and as rewards to patients for
16 positive behaviors during treatment sessions.

17 31. Although Plaintiffs were entitled to and did accrue sick time for which they were never
18 paid, Defendants violated Labor Code §§ 233, 245, and 246, because Defendants failed to provide
19 Plaintiffs with paid sick leave.

20 32. Defendants violated Labor Code §§ 204 and 223, because Defendants failed to pay wages
21 for all hours worked paid at least twice during each calendar month to employees as required "by
22 contract" under Labor Code § 223, as well as an improper collection of wages paid to an employee under
23 Labor Code § 221, *Gonzales v. Downtown LA Motors*, 215 Cal.App.4th 36 (2d App. Dist. Mar. 6, 2013).

24 33. Throughout Plaintiffs' employment, Defendants violated Labor Code § 221 by collecting
25 and/or receiving from Plaintiffs, part of their wages paid by Defendants.

26 34. Plaintiffs are informed and believe, and thereon allege, that they themselves and other
27 employees were subject to the same violations and, therefore, are aggrieved employees within the
28

1 meaning of California Labor Code § 2699. Thus, Plaintiff, as an aggrieved employee, brings an action
2 against Defendants, on behalf of herself and other current and former employees.

3 35. Additionally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23
4 Cal.App.5th 745, as an aggrieved employee, Plaintiffs may investigate and pursue claims and penalties
5 on behalf of other aggrieved employees for other violations that they were not personally “aggrieved” by.

6
7 **PLAINTIFF BANUELOS’**

8 **FACTUAL ALLEGATIONS**

9 36. Plaintiff MELODIE BANUELOS (“BANUELOS”) was hired in or around March 2018.

10 37. At all relevant times, BANUELOS was a part-time, non-exempt employee, and she
11 performed all her job duties satisfactorily throughout her employment.

12 38. BANUELOS was hired at an hourly pay rate of \$15.50. She was granted a raise to \$16/hr
13 starting on July 16, 2019, another raise to \$17/hr starting on September 16, 2019, and her last raise to
14 \$17.50/hr starting on March 16, 2021.

15 39. BANUELOS submitted a Letter of Resignation to Defendants on October 31, 2021, with
16 an effective date of resignation for that same date.

17
18 **PLAINTIFF TORRES’**

19 **FACTUAL ALLEGATIONS**

20 40. Plaintiff MARGARITA TORRES (“TORRES”) was hired in or around November 2016.

21 41. At all relevant times, TORRES was a part-time, non-exempt employee, and she performed
22 all her job duties satisfactorily throughout her employment.

23 42. TORRES was receiving an hourly pay rate of \$21 on her last day of work, and had received
24 numerous wage increases throughout her employment with Defendants.

25 43. TORRES submitted her Notice of Resignation two weeks before her last date worked,
26 which was in or around the week of Presidents Day, February 2021.

FIRST CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE AND IMPROPER DEDUCTIONS
LABOR CODE §§ 202, 204, 218, 218.5, 221, 225.5, 1182.12, 1194, 1194.2
AGAINST ALL DEFENDANTS

44. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

45. At all relevant times, Plaintiffs were not exempt from the requirements of 8 Code of Regulations §11040, and IWC Wage Order No. 4-2001, and Defendants failed and refused to pay Plaintiffs wages earned and required by said Regulations, as set forth hereinabove. As alleged herein, Defendants routinely failed to pay Plaintiffs for missed meal and rest breaks, for reporting time wages, and for minimum wages.

46. As alleged herein, Plaintiffs were not exempt from the requirements of Labor Code § 510, 8 Code of Regulations § 11040, and IWC Wage Order No. 4-2001.

47. California Labor Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation.” Moreover, “an employee’s ‘wages’ or ‘earnings’ are the amount the employer has *offered or promised to pay*, or has paid pursuant to such offer or promise, as compensation for that employee’s labor.” See *Prachasaisoradej v. Ralphs Grocery Co., Inc.* (2007) 42 Cal.4th 217, 228 (emphasis original).

48. California Labor Code § 201 provides that if an employer discharges an employee, “the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202 provides that if an employee quits their job, “his or her wages shall become due and payable not later than 72 hours thereafter . . .”

49. During Plaintiffs’ employment, Defendants violated Labor Code § 221 by collecting and/or receiving from Plaintiff, and other aggrieved employees, part of their wages paid by Defendants to said employees.

50. Defendants violated Labor Code §§ 204 and 223 because Defendants failed to pay wages for all hours worked at least twice during each calendar month to employees as required “by contract”

1 under Labor Code § 223, as well as an improper collection of wages paid to an employee under Labor
2 Code § 221, *Gonzales v. Downtown LA Motors*, 215 Cal.App.4th 36 (2d App. Dist. Mar. 6, 2013).

3 51. Plaintiffs accrued approximately 72 hours of sick time pursuant to Labor Code § 246, and
4 Defendants failed to pay these wages, totaling an amount according to proof.

5 52. Plaintiffs have been deprived of each of their rightfully earned compensation as a direct
6 and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiffs are entitled
7 to recover such amounts, plus interest thereon, attorneys' fees and costs, pursuant to Labor Code §§ 218.6,
8 1194(a), Civil Code § 3287, and any other applicable law.

9
10 **SECOND CAUSE OF ACTION**
11 **FOR FAILURE TO PAY MINIMUM WAGES**
12 **LABOR CODE §§ 1182.12, 1194, 1194.2, 1197**
13 **AGAINST ALL DEFENDANTS**

14 53. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
15 though set forth in full herein.

16 54. Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by law is
17 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
18 hours exceeded the minimum wage. Under California law, Plaintiffs are entitled to at least the minimum
19 wage for every hour worked.

20 55. The relevant historical minimum wage requirements in California are as follows:

Effective	26+ employees	1-25 employees
1/1/21	\$14.00	\$13.00
1/1/20	\$13.00	\$12.00
1/1/19	\$12.00	\$11.00
1/1/18	\$11.00	\$10.50

25 56. At all relevant times, Defendants failed and refused to pay Plaintiffs the legal minimum
26 wage in California.
27
28

1 57. Throughout their respective employments with Defendants, Employers failed to
2 compensate Plaintiffs for time worked off-the-clock, amounting to an average approximate weekly value
3 of 1 - 2 hours.

4 58. Thus, for the entirety of the time periods set forth above, Plaintiffs are owed unpaid
5 minimum wages in an amount according to proof, inclusive of interest.

6 59. Defendants' failure to pay the legal minimum wage to Plaintiffs as alleged herein is
7 unlawful and creates entitlement, pursuant to Labor Code § 1197, to recovery by Plaintiff in a civil action
8 for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between
9 the straight time compensation paid and applicable minimum wage, including interest thereon.

10 60. Pursuant to Labor Code § 1194, Plaintiffs request that the court award reasonable
11 attorneys' fees and costs incurred by Plaintiffs in this action.

12 61. In addition, pursuant to Labor Code § 1194.2, Plaintiffs are entitled to recover liquidated
13 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
14 additional amount to be determined at trial, plus interest thereon.

15
16 **THIRD CAUSE OF ACTION**

17 **FOR FAILURE TO PAY REPORTING TIME WAGES**

18 **IWC WAGE ORDER 4-2001, SECTION 5(C); LABOR CODE § 218.5**

19 **AGAINST ALL DEFENDANTS**

20 62. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
21 though set forth in full herein.

22 63. Pursuant to IWC Wage Order 4-2001, Section 5(C), employees who are scheduled to
23 report to work but who are not put to work or furnished with less than half of their scheduled day's work
24 because of inadequate scheduling or lack of proper notice by the employer must be paid for half the
25 scheduled day's work, but in no event for less than two hours, at her regular rate of pay. If an employee
26 is required to report to work a second time in any workday and is furnished less than two hours of work
27 on the second reporting, she must be paid for two hours at her regular rate of pay.

1 64. Throughout their respective employments with Defendants, Plaintiffs sessions with clients
2 were regularly cancelled on the day for which they were scheduled. These cancellations often resulted in
3 Defendants notifying Plaintiffs with improperly insufficient notice entitling Plaintiffs to protections under
4 the laws pertaining to reporting time pay.

5 65. Defendants regularly did not pay Plaintiffs at all or for some of the reporting time pay they
6 were due for dates on which Defendants, because of inadequate scheduling or lack of proper notice, did
7 not put Plaintiffs to work on days for which they were scheduled to work.

8 66. Thus, Defendants are liable to Plaintiffs for reporting time pay in an amount to be
9 calculated based on the number of qualifying instances on which Plaintiffs were not paid according to the
10 law. Such figure will be determined at trial.

11 67. Pursuant to Labor Code § 218.5, Plaintiffs request that the court award reasonable
12 attorneys' fees and costs incurred by Plaintiffs in this action.

13
14 **FOURTH CAUSE OF ACTION**
15 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
16 **LABOR CODE §§ 510, 1194**
17 **AGAINST ALL DEFENDANTS**

18 68. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
19 though set forth in full herein.

20 69. Labor Code § 510 requires employers to pay their non-exempt employees one and one-
21 half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or
22 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of
23 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime
24 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
25 work week, and double-time compensation for any work done beyond the first eight hours on the seventh
26 consecutive day of work.

27 70. At all relevant times, Defendants required Plaintiffs to work more than eight hours per day
28 and/or more than 40 hours per workweek.

1 71. At all relevant times, Defendants failed and refused to pay Plaintiffs all the overtime
2 compensation required by Labor Code § 510, 8 Code of Regulations § 11040, and IWC Wage Order No.
3 4-2001.

4 72. In the four years last past, Plaintiffs worked multiple hours of overtime each week, all of
5 which should have been paid at 1.5 or 2.0 times Plaintiffs' regular hourly wage rate at that time.
6 Defendants failed to pay Plaintiffs the requisite overtime wages by allowing them to work off the clock,
7 all of which should have been paid at a premium wage in an amount according to proof.

8 73. As alleged herein, Plaintiffs are not exempt from the overtime pay requirements of Labor
9 Code § 510, 8 Code of Regulations § 11040, and IWC Wage Order No. 4-2001.

10 74. Thus, for the entirety of the time periods set forth above, Plaintiffs are owed overtime
11 wages in the amount according to proof, above and beyond the minimum wages sought in the preceding
12 cause of action for these same hours.

13 75. Plaintiffs have been deprived of Plaintiffs' rightfully earned overtime compensation as a
14 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
15 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

16
17 **FIFTH CAUSE OF ACTION**
18 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
19 **LABOR CODE §§ 226.7, 512**
20 **AGAINST ALL DEFENDANTS**

21 76. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
22 though set forth in full herein.

23 77. Labor Code § 512 requires employers to provide every employee with an un-waivable
24 uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding
25 six hours.

26 78. Labor Code § 226.7 requires an employer to provide every employee with an uninterrupted
27 rest period of not less than 10 minutes, for every period worked in excess of four hours.
28

1 79. Throughout their respective employments with Defendants, Plaintiffs regularly worked
2 six or more hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods and
3 10-minute rest periods on each of those days work.

4 80. On days where Plaintiffs were scheduled to work less than six hours, they were entitled to
5 10-minute rest periods.

6 81. Defendants unlawfully failed and refused to provide Plaintiffs with meal and rest periods
7 on days when Plaintiffs worked six or more hours, and failed and refused to provide Plaintiffs with rest
8 periods on all days worked until approximately March 2021, as required by Labor Code § 226.7 and the
9 applicable sections of 8 Code of Regulations § 11040 and IWC Wage Order No. 4-2001.

10 82. From their respective dates of hire until their last dates worked, Plaintiffs' statutory 30-
11 minute meal periods were interrupted and cut short on each day Plaintiffs worked and were scheduled for
12 breaks in between sessions. These interruptions and cutting shorts of the ostensible meal periods were
13 due to time worked off-the-clock on the back and front ends of their sessions, and by virtue of Defendants'
14 requirement that Plaintiffs continuously keep their work-issued walkie talkies on in order to respond to
15 Defendants' requests necessitating immediate attention by Plaintiffs.

16 83. As alleged herein, Plaintiffs are not exempt from the meal and rest break requirements of
17 8 Code of Regulations § 11040 and IWC Wage Order No. 4-2001. Consequently, Plaintiffs are owed
18 one hour of pay at Plaintiffs' then regular hourly rate, or nonproductive pay pursuant to Labor Code §
19 226.2, or the requisite minimum wage, whichever is greater, for each day that Plaintiffs were denied such
20 meal periods, and is owed one hour of pay at Plaintiffs' regular hourly rate, or nonproductive pay pursuant
21 to Labor Code § 226.2, or the requisite minimum wage, whichever is greater, for each day that Plaintiffs
22 were denied such rest periods.

23 84. Plaintiffs have been deprived of their rightfully earned compensation for meal and rest
24 breaks as a direct and proximate result of Defendants failure and refusal to pay said compensation.

25 85. Thus, for the entirety of the time periods set forth above, Plaintiffs are entitled to recover
26 such amounts to be determined at trial, pursuant to Labor Code § 226.7(b), plus interest thereon and costs
27 of suit.
28

SIXTH CAUSE OF ACTION
FOR FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES
LABOR CODE § 2802.
AGAINST ALL DEFENDANTS

86. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

87. Pursuant to Labor Code § 450(a), “no employer . . . may compel or coerce any employee . . . to patronize his or her employer, or any other person, in the purchase of anything of value.”

88. Pursuant to Labor Code § 2802(a) “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

89. Under Labor Code § 2802, Plaintiffs are entitled to indemnification from Defendants for all necessary expenditures or losses they incurred in direct consequence of the discharge of their duties and/or their obedience to the Defendants directions.

90. Employers required Plaintiffs and other aggrieved employees to use their personal cell phones to keep track of time and to reward clients for positive behaviors during patient treatment sessions. Additionally, Plaintiffs and other aggrieved employees were required to use a cellular phone application weekly to review Employer messages.

91. Employers did not provide Plaintiffs a business cellphone in the field to use, making Plaintiffs have to use their own personal cell phones which they were never reimbursed for in violation of Labor Code §§ 2802 and 2804.

92. While administering and strictly enforcing a policy that obligated Plaintiffs to use their personal cellular phones as part of their work responsibilities, Defendants simultaneously failed to indemnify Plaintiffs for the corresponding costs they incurred.

93. Based on Defendants conduct as alleged herein, Defendants are liable to Plaintiffs for an amount to be determined at trial, interest on that amount, and reasonable attorneys’ fees and costs.

SEVENTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS
LABOR CODE § 226 ET SEQ.
AGAINST ALL DEFENDANTS

94. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

95. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements accurately showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

96. In addition thereto, pursuant to Labor Code § 226.3, an employer who willfully violates Labor Code § 226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

97. At all relevant times, Defendants failed to provide the Plaintiffs with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, and net wages earned. For the majority of the time and as to nearly all of Plaintiffs' wages, Defendants knowingly and intentionally, not inadvertently, failed to provide Plaintiffs with accurate paystubs.

98. As alleged herein, Plaintiffs are not exempt from the requirements of Labor Code § 226.

99. This failure has injured Plaintiffs, by misrepresenting and depriving Plaintiffs of hour, wage, and earnings information to which Plaintiffs are entitled, causing Plaintiffs difficulty and expense in attempting to reconstruct time and pay records, causing Plaintiffs not to be paid wages Plaintiffs are entitled to, causing Plaintiffs to be unable to rely on earnings statements in dealings with third parties, eviscerating Plaintiffs' right under Labor Code § 226(b) to review itemized wage statement information

1 by inspecting the employer's underlying records, and deceiving Plaintiffs regarding Plaintiffs'
2 entitlement to unpaid time worked, meal and rest period wages, and reporting time pay.

3 100. Plaintiffs were paid on a semi-monthly basis, and therefore Defendants violated Labor
4 Code § 226 in excess of 41 times during the relevant time period each of the Plaintiffs worked for
5 Defendants. Consequently, Defendants are liable to Plaintiffs for Plaintiffs' actual damages, or penalties
6 in the statutory maximum amount of \$4,000.00, whichever is greater, totaling approximately \$8,000.00.

7 101. In addition thereto, Plaintiffs are each entitled to civil penalties pursuant to Labor Code
8 §226.3 in amounts to be calculated and proven at trial.

9 102. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
10 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
11 applicable provisions, as well as reasonable attorneys' fees and costs.

12
13 **THIRD CAUSE OF ACTION**
14 **FOR WAITING TIME PENALTIES**
15 **LABOR CODE §§ 201-203**
16 **AGAINST ALL DEFENDANTS**

17 103. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
18 though set forth in full herein.

19 104. At all relevant times, Defendants failed to pay all Plaintiffs' accrued wages and other
20 compensation due immediately upon termination or within 72 hours of resignation, as required. These
21 wages refer to, at a minimum, unpaid minimum wages, waiting time pay, and meal and rest period
22 compensation that Defendants should have paid, but did not pay to Plaintiffs during the term of Plaintiffs'
23 employment and which were, at the latest, due within the time restraints of Labor Code §§ 201-203.

24 105. As alleged herein, Plaintiffs are not exempt from the requirements of Labor Code §§ 201-
25 203.

26 106. As a direct and proximate result of Defendants' willful failure to pay these wages,
27 Plaintiffs are not only entitled to payment of unpaid minimum wages, waiting time pay, and meal and
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1 rest period compensation as previously pleaded herein, but also waiting time penalties based on their
2 respective daily average wages, in an amount according to proof.

3 107. Based on Defendants' conduct as alleged herein, Defendants are liable to Plaintiffs in an
4 amount according to proof in statutory penalties pursuant to Labor Code § 203 and other applicable
5 provisions, as well as reasonable attorneys' fees and costs.

6
7 **FOURTH CAUSE OF ACTION**
8 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**
9 **LABOR CODE § 2699**
10 **BY PLAINTIFF MELODIE BANUELOS ONLY**
11 **AGAINST ALL DEFENDANTS**

12 108. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
13 though set forth in full herein.

14 109. Under Labor Code § 2699, Plaintiffs, as aggrieved employees, may bring an action against
15 Defendants, on behalf of themselves and other current or former employees, seeking statutory civil penalties
16 for Defendants' violations of the California Labor Code.

17 110. Plaintiffs were aggrieved employee within the meaning of Labor Code §§ 2699(c) and
18 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiffs, as
19 previously pleaded in this Complaint.

20 111. On August 5, 2021, more than 65 calendar days before filing this Complaint, Plaintiffs
21 provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail
22 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
23 satisfying the requirements of Labor Code § 2699.3(a). These violations included Labor Code §§ 201,
24 202, 203, 210, 221, 225.5, 226, 226.3, 226.7, 512, 558, 1182.12, 1194, 1194.2, 1197, and 2802, each of
25 which is enumerated among the serious violations set forth in Labor Code § 2699.5.

26 112. As of the filing of this Complaint, Plaintiffs has not received any response from the Labor
27 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
28 Plaintiffs may now commence a civil action, pursuant to Labor Code § 2699.3.

113. Additionally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, as aggrieved employees, Plaintiffs may investigate and pursue claims and penalties on behalf of other aggrieved employees for other violations that they were not personally “aggrieved” by.

PENALTIES

114. Pursuant to Labor Code § 2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code § 2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil penalties, as follows:

- a) As applicable, civil penalties under Labor Code § 2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, which includes but is not limited to Labor Code §§ 226.3, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 2802 among other violations;
- b) As applicable, civil penalties under Labor Code §558 (in addition to and entirely independent and apart from any other penalty provided for in the Labor Code), for violations of Labor Code §§ 1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid. Plaintiffs are entitled to recover an amount to be determined and proven at trial. Plaintiffs are also able to collect an additional penalty to be distributed to the other aggrieved employees in an amount according to proof;
- c) As applicable, civil penalties under Labor Code § 1197.1 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code) for violations of

1 Labor Code §§ 1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee
2 for each pay period the aggrieved employee was intentionally underpaid in addition to an
3 amount sufficient to recover underpaid wages, and \$250 for each subsequent violation for each
4 underpaid aggrieved employees regardless of whether the initial violation was intentionally
5 committed in addition to an amount sufficient to recover underpaid wages, with all wages
6 recovered pursuant to Labor Code § 1197.1. Plaintiffs are entitled to recover an amount to be
7 determined and proven at trial. Plaintiffs may also recover penalties under § 1197.1 on behalf
8 of themselves and for the other aggrieved employees;

9 d) As applicable, civil penalties under Labor Code § 225.5 (in addition to and entirely
10 independent and apart from any other penalty provided in the Labor Code) for violations of
11 Labor Code § 221, in the amount of \$100 for each underpaid aggrieved employee for each pay
12 period the aggrieved employee was underpaid, and \$200 for each subsequent violation or any
13 willful or intentional violation, for each underpaid aggrieved employees regardless of whether
14 the initial violation was intentionally committed in addition to 25 percent of the amount
15 unlawfully withheld;

16 e) As applicable, civil penalties under Labor Code § 210 (in addition to and entirely independent
17 and apart from any other penalty provided in the Labor Code), for each employee who is/was
18 not paid wages in accordance with Labor Code §§ 204, 204.11, and 1197, in the amount of a
19 civil penalty of \$100 for each aggrieved employee per pay period for each initial violation, and
20 \$200 for each aggrieved employee per pay period for each subsequent violation, plus 25
21 percent of the amount unlawfully withheld;

22 f) As applicable, civil penalties under Labor Code § 226.3 (in addition to and entirely
23 independent and apart from any other civil penalty provided in the Labor Code), for each
24 violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved employee per pay
25 period for each violation and \$1,000 for each aggrieved employee per pay period for each
26 subsequent violation. Plaintiffs were paid semi-monthly and are entitled to an amount to be
27 determined and proven at trial;

1 g) As applicable, Labor Code § 246 (in addition to an entirely independent and apart from any
2 other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed
3 to provide paid sick leave, in the amount of a civil penalty of \$100 for the initial violation, and
4 \$200 for each aggrieved employee per pay period for each subsequent violation plus 25% of
5 the amount unlawfully withheld;

6 h) As applicable, civil penalties under Labor Code §§ 201-203 and/or 256 (in addition to and
7 entirely independent and apart from any other penalty provided in the Labor Code), for any
8 aggrieved employee who was discharged or quit, and was not paid all earned wages at
9 termination in accordance with Labor Code §§ 201, 202, and 205.5, in the amount of a civil
10 penalty of one day of pay, at the same rate, for each day that he or she was paid late, until
11 payment was/is made, up to a maximum of thirty (30) days; and

12 i) As applicable, any and all additional applicable civil penalties and sums as provided by the
13 Labor Code and/or other relevant statutes.

14 115. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties
15 obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and
16 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)
17 to the aggrieved employees.

18 116. Pursuant to Labor Code § 218.6 and Civil Code § 3287, these aggrieved employees seek
19 recovery of pre-judgment interest on all amounts recovered herein.

20 117. Plaintiffs may also seek these same penalties on behalf of all other aggrieved employees.

21 118. Pursuant to Labor Code § 218.6 and Civil Code § 3287, these aggrieved employees seek
22 recovery of pre-judgment interest on all amounts recovered herein.

23 119. Further, Plaintiffs are entitled; to recover reasonable attorneys' fees and costs pursuant to
24 Labor Code §§ 2699(g)(1) and any other applicable statute.

FIFTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
AGAINST ALL DEFENDANTS

120. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

121. Defendants' violations of 8 Code of Regulations § 11020, IWC Wage Order No. 5-2001, Labor Code §§ 201-203, 204, 204.11, 221, 226, 226.7, 512, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to provide and pay wages for missed meal and rest breaks, minimum wages, reporting time pay, Defendants' failure to reimburse Plaintiffs for necessary expenditures, Defendants' failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner upon termination or resignation, and Defendants' failure to maintain complete and accurate payroll records for the Plaintiffs, constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

122. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiffs and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiffs.

123. Defendants' unfair business practices entitle Plaintiffs to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiffs the overtime compensation and other monies and benefits unlawfully withheld from Plaintiffs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek judgment against Defendants and each of them, in an amount according to proof but estimated to be no less than \$2,000,000.00 (two million dollars) as follows:

- 1 1. For payment of unpaid minimum wage compensation pursuant to Labor Code §§
2 1182.12, 1194, 1194.2, 1197, and IWC Wage Order No. 4-2001, in an amount to be determined and
3 proven at trial;
- 4 2. For liquidated damages pursuant to Labor Code §1194.2 in an amount to be determined
5 and proven at trial;
- 6 3. For payment of unpaid overtime compensation pursuant to Labor Code §§ 201, 510,
7 1194, IWC Wage Order No. 4-2001, and 8 Code of Regulations § 11040, in the amount according to
8 proof;
- 9 4. For statutory penalties or damages pursuant to Labor Code § 558 in an amount to be
10 determined and proven at trial;
- 11 5. For payment of meal and rest period compensation pursuant to Labor Code § 226.7,
12 512, in an amount to be determined and proven at trial;
- 13 6. For damages pursuant to Labor Code § 226 in the amount of no less than \$8,000.00;
- 14 7. For statutory penalties or damages pursuant to Labor Code § 226.3 in an amount to be
15 determined and proven at trial;
- 16 8. For waiting time penalties pursuant to Labor Code §§ 201-203 in an amount according
17 to proof;
- 18 9. For statutory penalties pursuant to Labor Code § 1197.1 in an amount to be determined
19 and proven at trial;
- 20 10. For reimbursement of necessary business expenses pursuant to Labor Code § 2802, in
21 the amount according to proof;
- 22 11. For appropriate indemnification of costs absorbed by Plaintiffs for continuous use of
23 personal cellular phones in an amount to be determined and proven at trial;
- 24 12. For statutory penalties pursuant to Labor Code § 2699, subdivision (f), in the amount of
25 no less than an amount according to proof on Plaintiffs' own behalf, and similar amounts on behalf of
26 all of Defendants' aggrieved employees, estimated to exceed \$500,000.00 (five hundred thousand
27 dollars);

1 13. For civil penalties under Labor Code § 210, in addition to and entirely independent and
2 apart from any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved
3 employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for
4 each subsequent violation, plus 25 percent of the amount unlawfully withheld;

5 14. For civil penalties under Labor Code § 2802, in addition to and entirely independent
6 and apart from any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved
7 employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for
8 each subsequent violation;

9 15. For civil penalties under Labor Code §§ 551 and 552, in addition to and entirely
10 independent and apart from any other penalty provided in the Labor Code, in the amount of \$100 for
11 each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per
12 pay period for each subsequent violation;

13 16. For civil penalties under Labor Code §§ 210 and 225.5, in addition to and entirely
14 independent and apart from any other penalty provided in the Labor Code, for each violation of Labor
15 Code §§ 204, 221 and 223, in the amount of \$100 for each aggrieved employee per pay period for each
16 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation or for
17 each willful or intentional violation, in addition to 25 percent of the amount unlawfully withheld;

18 17. For civil penalties under Labor Code § 226.3, in addition to and entirely independent
19 and apart from any other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved
20 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period
21 for each subsequent violation;

22 18. For civil penalties under Labor Code §§ 226.7 and 512, in addition to and entirely
23 independent and apart from any other penalty provided in the Labor Code, in the amount of \$250 for
24 each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee
25 per pay period for each subsequent violation;

26 19. For civil penalties under Labor Code §§ 203 and/or 256, in addition to and entirely
27 independent and apart from any other penalty provided in the Labor Code, in the amount of one day of
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1 pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination,
2 until payment was/is made, up to a maximum of 30 (thirty) days.

3 20. For reasonable attorneys' fees and costs incurred pursuant to Labor Code § 2699(g)(1)
4 and any other applicable statute;

5 21. For prejudgment interest on all amounts recovered herein pursuant to Labor Code §§
6 218.6 and 1194(a), and/or Civil Code § 3287.

7 22. Pursuant to Government Code § 12965, subdivision (b), Plaintiffs request a reasonable
8 award of attorneys' fees and costs, including expert fees pursuant to the FEHA, the Labor Code, Civil
9 Code § 1021.5, and/or any other applicable law;

10 23. Treble exemplary and punitive damages according to proof; and

11 24. For prejudgment interest on each of the foregoing at the legal rate from the
12 CAN'T READ EDITS ON TOP OF PAGE 27. PLEASE ADD HERE.

13 **WHEREFORE**, Plaintiffs further seeks judgment against Defendants, and each of them, in an
14 amount according to proof, as follows:

15 25. For injunctive relief compelling Defendants to report to federal and state authorities
16 wages earned by Plaintiffs, and other employees, and pay all state and federal taxes owing, employer
17 matching funds, unemployment premiums, social security, Medicare, and workers' compensation
18 premiums, all this in an amount according to the proof;

19 26. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
20 conduct, and failure to pay wages and other compensation in accordance with the law;

21 27. For costs of suit, attorneys' fees pursuant to the Labor Code and/or any other basis;

22 28. For post-judgment interest; and

23 29. For any other relief that is just and proper.

24 //

25 DATED: February 9, 2022

GUERRA & CASILLAS LLP/NEPHTALAW

26
27 By:



Nephtalí Gonzales, Esq.
Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.

1 Attorney for Plaintiffs
2 MELODIE BANUELOS and MARGARITA
3 TORRES

4 **JURY TRIAL DEMANDED**

5 Plaintiffs demands trial of all issues by jury.

6 DATED: February 9, 2022

7 **GUERRA & CASILLAS LLP/NEPHTALAW**

8 By:

9 
10 Ruben Guerra, Esq.
11 Tizoc Perez-Casillas, Esq.
12 Attorney for Plaintiffs
13 MELODIE BANUELOS and MARGARITA
14 TORRES
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