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 individually, and on behalf of others
 similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

TESA LOPEZ, individually, and on behalf of
 others similarly situated

Plaintiff,

vs.

DH LONG POINT MANAGEMENT, LLC, a
 California limited liability company; and
 DOES 1 through 50, inclusive,

Defendants

CASE NO.: **21STCV35029**

COMPLAINT

CLASS ACTION:

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

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

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

4 **JURISDICTION AND VENUE**

5 1. The Superior Court of the State of California has jurisdiction in this matter because
6 PLAINTIFF is a resident of the State of California, and defendants DH LONG POINT
7 MANAGEMENT, LLC, a California domestic limited liability corporation; and DOES 1 through
8 50 inclusive (collectively “DEFENDANTS”), are qualified to do business in California and
9 regularly conduct business in California. Further, no federal question is at issue because the claims
10 are based solely on California law.

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

17 **PLAINTIFF**

18 3. PLAINTIFF is a female resident of the State of California and a former employee
19 of DEFENDANTS. PLAINTIFF was employed as an hourly, non-exempt employee in the
20 housekeeping department of the Terranea resort in Los Angeles County, during the CLASS
21 PERIOD.

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

1 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure
2 to maintain required records, and interest, attorneys' fees, costs, and expenses.

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

9 DEFENDANTS

10 6. PLAINTIFF is informed and believes, and thereon alleges, that defendant DH
11 LONG POINT MANAGEMENT, LLC ("DH LONG POINT" and collectively with the DOE
12 defendants "DEFENDANTS") is, and at all times relevant hereto was, a California domestic
13 limited liability corporation organized and existing under the laws of the State of California.
14 PLAINTIFF is further informed and believes, and thereon alleges, that defendant DH LONG
15 POINT MANAGEMENT, LLC is authorized to conduct business in the State of California, and
16 does conduct business in the State of California. Specifically, defendant DH LONG POINT
17 MANAGEMENT, LLC maintains offices and facilities and conducts business in, and engages in
18 illegal wage and hour practices and policies in, the County of Los Angeles, State of California.

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

27 8. At all relevant times herein, DEFENDANTS were the joint employers of
28 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,

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

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

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

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

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

1 **CLASS ACTION DESIGNATION**

2 13. This action is appropriately suited for a Class Action because:

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

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

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

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

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Required Meal Periods**

18 **[Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

19 **(Against all DEFENDANTS)**

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

22 16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
23 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
24 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
25 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
26 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to Labor Code § 226.7,
27 512 and IWC Order No. 5-2001, § 11.

28 17. DEFENDANTS further violated Labor Code §§ 226.7 and IWC Wage Order No.

1 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not
2 provided with a meal period, in accordance with the applicable wage order, one additional hour of
3 compensation at each employee's regular rate of pay for each workday that a meal period was not
4 provided.

5 18. DEFENDANTS further violated Labor Code §§ 226.7, 510, 1194, 1197, and IWC
6 Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all
7 hours worked during their meal periods.

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

11 **SECOND CAUSE OF ACTION**

12 **Failure to Provide Required Rest Periods**

13 **[Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

14 **(Against all DEFENDANTS)**

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

17 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
18 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
19 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under Labor
20 Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12, and also failed to provide
21 suitable resting facilities in accordance with § 13.

22 22. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
23 2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a
24 rest period, in accordance with the applicable wage order, one additional hour of compensation at
25 each employee's regular rate of pay for each workday that a rest period was not provided.

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

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

4 **(Against all DEFENDANTS)**

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

7 25. Pursuant to Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3,
8 DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all
9 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
10 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
11 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
12 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
13 on the seventh consecutive day of work in any workweek.

14 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
15 employees entitled to the protections of Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
16 2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and
17 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of
18 the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and
19 one-half (1 ½) or double the regular rate of pay as provided by Labor Code §§ 510, 1194, and
20 IWC Wage Order No. 5-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS
21 MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS
22 MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in
23 which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's
24 and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
25 PLAINTIFF for each pay period; and other methods to be discovered.

26 27. In violation of law, DEFENDANTS have knowingly and willfully refused to
27 perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages
28 earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have

1 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
2 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
3 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
4 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

5 28. DEFENDANTS' conduct described herein violates Labor Code §§ 510, 1194,
6 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to Labor Code §§ 200, 203,
7 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage
8 Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages
9 owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of
10 suit.

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Pay Minimum Wages**

13 **[Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

14 **(Against all DEFENDANTS)**

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

17 30. Pursuant to Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4,
18 payment to an employee of less than the applicable minimum wage for all hours worked in a
19 payroll period is unlawful.

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

28 32. DEFENDANTS' conduct described herein violates Labor Code §§ 1194, 1197,

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

7 **FIFTH CAUSE OF ACTION**

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

9 **[Labor Code §§ 201, 202, 203]**

10 **(Against all DEFENDANTS)**

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

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

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

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

25 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
26 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with Labor
27 Code §§ 201 and 202.

28 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available

1 statutory penalties, including the waiting time penalties provided in Labor Code § 203, together
2 with interest thereon, as well as other available remedies.

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

8 **SIXTH CAUSE OF ACTION**

9 **Failure to Maintain Required Records**

10 **[Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

11 **(Against all DEFENDANTS)**

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

14 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
15 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
16 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
17 Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to the
18 following records: total daily hours worked by each employee; applicable rates of pay; all
19 deductions; meal periods; time records showing when each employee begins and ends each work
20 period; and accurate itemized statements.

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

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[Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]

(Against all DEFENDANTS)

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

44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

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

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

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

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

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

11 49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for cell phone usage, and other
15 employment-related expenses, in violation of Labor Code § 2802.

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

22 **NINTH CAUSE OF ACTION**

23 **Unfair and Unlawful Business Practices**

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

25 **(Against all DEFENDANTS)**

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

28 52. Each and every one of DEFENDANTS' acts and omissions in violation of the

1 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
2 DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure
3 and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime
4 compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS'
5 failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS'
6 failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and
7 refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify
8 PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in
9 discharging their duties, constitutes an unfair and unlawful business practice under Business and
10 Professions Code § 17200 et seq.

11 53. DEFENDANTS' violations of wage and hour laws constitute a business practice
12 because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
13 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
14 CLASS MEMBERS.

15 54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
16 rest periods, and other benefits as required by the Labor Code, the Code of Regulations, and the
17 applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the
18 correct sums of assessment to the state authorities under the Labor Code and other applicable
19 regulations.

20 55. As a result of DEFENDANTS' unfair and unlawful business practices,
21 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
22 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
23 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
24 MEMBERS.

25 DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
26 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
27 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
28 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.

1 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
2 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
3 jurisdiction of this Court.

4 **PRAYER FOR RELIEF**

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

- 8 1. For compensatory damages in an amount to be ascertained at trial;
- 9 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
10 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 11 3. For meal and rest period compensation pursuant to Labor Code § 226.7 and IWC
12 Wage Order No. 5-2001;
- 13 4. For liquidated damages pursuant to Labor Code §§ 1194.2 and 1197.1;
- 14 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
15 violating the relevant provisions of the Labor Code and the IWC Wage Orders, and from
16 engaging in the unlawful business practices complained of herein;
- 17 6. For waiting time penalties pursuant to Labor Code § 203;
- 18 7. For statutory and civil penalties according to proof, including but not limited to all
19 penalties authorized by the Labor Code §§ 226(e) and §§ 2698–2699.5;
- 20 8. For interest on the unpaid wages at 10% per annum pursuant to Labor Code
21 §§ 218.6, 1194, 2802, Civil Code §§ 3287, 3288, and/or any other applicable provision providing
22 for pre-judgment interest;
- 23 9. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 1194, 2699,
24 2802, Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and
25 costs;
- 26 10. For declaratory relief;
- 27 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
28 Seventh, Eighth, and Ninth Causes of Action as a class action;

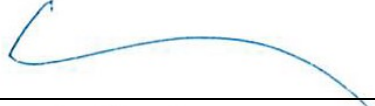
1 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
2 counsel as class counsel; and

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

4
5 DATED: September 23, 2021

Respectfully submitted,

6 **MATERN LAW GROUP, PC**

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8 By: 

9 Matthew J. Matern
10 Scott A. Brooks
11 Attorneys for plaintiff
12 Tesa Lopez individually, and on behalf of
13 other persons similarly situated
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DEMAND FOR JURY TRIAL

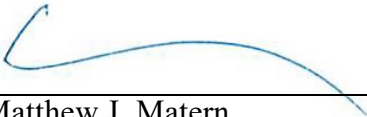
PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: September 23, 2021

Respectfully submitted,

MATERN LAW GROUP, PC

By:



Matthew J. Matern
Scott A. Brooks
Attorneys for plaintiff
Tesa Lopez, individually, and on behalf of
other persons similarly situated