

1 **MATERN LAW GROUP, PC**
2 MATTHEW J. MATERN (SBN 159798)
3 JOSHUA D. BOXER (SBN 226712)
4 1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

5 **MATERN LAW GROUP, PC**
6 COREY B. BENNETT (SBN 267816)
7 1330 Broadway, Suite 428
Oakland, California 94612
Telephone: (510) 227-3998
Facsimile: (310) 531-1901

8 Attorneys for Plaintiff
9 MARIA OSORIO, individually and on
10 behalf of other persons similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF MARIN

13
14 MARIA OSORIO, an individual, on behalf of
15 herself and on behalf of other persons similarly
situated,

16 Plaintiff,

17 vs.

18 RENESON HOTELS, INC., a California
19 corporation; and DOES 1 through 50, inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

FILED

DEC 13 2021

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Miller, Deputy

CASE NO: **CV 2104377**

CLASS ACTION COMPLAINT:

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.

REPRESENTATIVE ACTION

10. Penalties under the Labor Code Private Attorneys General Act, as representative action

DEMAND FOR JURY TRIAL

1 PLAINTIFF MARIA OSORIO (“PLAINTIFF”) an individual, demanding a jury trial, on
2 behalf of herself and other persons similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of themselves and all other aggrieved
5 employees of Defendant RENESON HOTELS, INC. (hereinafter “RENESON HOTELS”), and
6 DOES 1 through 50 inclusive (collectively “DEFENDANTS”) in the State of California during the
7 relevant statutory period to recover penalties arising from unpaid wages earned and due, including
8 but not limited to unpaid and illegally calculated overtime compensation, illegal meal and rest
9 period policies, failure to pay all wages due to discharged or quitting employees, failure to maintain
10 required records, failure to provide accurate itemized wage statements, failure to timely pay wages
11 during employment, failure to indemnify employees for necessary expenditures and/or losses
12 incurred in discharging their duties.

13 **JURISDICTION AND VENUE**

14 2. The Superior Court of the State of California has jurisdiction in this matter because
15 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens and
16 residents of, and/or regularly conduct business in, California. Further, no federal question is at
17 issue because the claims are based solely on California law.

18 3. Venue is proper in this judicial district and the County of Marin, California because
19 PLAINTIFF and other aggrieved employees performed work for DEFENDANTS in the County of
20 Marin and many of DEFENDANTS’ unlawful actions and omissions, as set forth herein, occurred
21 in the County of Marin.

22 **PLAINTIFF**

23 4. PLAINTIFF MARIA OSORIO is a citizen and resident of the State of California.
24 At times material to this complaint, PLAINTIFF MARIA OSORIO was employed by
25 DEFENDANTS in the State of California as a non-exempt employee.

26 5. PLAINTIFF brings this action on behalf of herself and the following similarly
27 situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees
28 of DEFENDANTS in the State of California at any time within the period beginning four (4) years

1 prior to the filing of this action and ending at the time this action settles or proceeds to final
2 judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right to name additional class
3 representatives.

4 DEFENDANTS

5 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
6 RENESON HOTELS, INC., is, and at all times relevant hereto was, a California corporation,
7 organized and existing under the laws of the State of California. PLAINTIFF is further informed
8 and believes, and thereon alleges, that DEFENDANT RENESON HOTELS, INC. is authorized to
9 conduct business in the State of California, and does conduct business in the State of California.
10 Specifically, upon information and belief, DEFENDANT RENESON HOTELS, INC. maintains
11 offices and facilities and conducts business in, and engages in illegal payroll practices or policies
12 in, the County of Marin, State of California.

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

21 8. At all relevant times herein, DEFENDANTS were the joint employers of
22 PLAINTIFF and other CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
23 alleges, that at all times material to this Complaint DEFENDANTS were the alter egos, divisions,
24 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
25 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
26 of each other. Each Defendant was completely dominated by his, her or its co-Defendant, and each
27 was the alter ego of the other.

28 9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed

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

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

15 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
16 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
17 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
18 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1994, or 2802.

19 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
20 PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet
21 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

22 **FACTUAL ALLEGATIONS**

23 13. PLAINTIFF has been working as a housekeeper for DEFENDANTS from roughly
24 October 2008 to the present.

25 14. Throughout her employment, PLAINTIFF was not scheduled to work in excess of
26 eight (8) hours per shift or forty (40) hours per week. However, PLAINTIFF was required to work
27 off the clock, through meal and rest periods, and otherwise perform duties such that it resulted in
28 unpaid overtime wages.

1 15. Throughout her employment, PLAINTIFF was denied ten-minute rest periods on a
2 regular basis. Further, PLAINTIFF was not advised of her right to rest periods or instructed to take
3 them. PLAINTIFF was required to work through her rest breaks altogether.

4 16. Throughout her employment, PLAINTIFF was denied uninterrupted, timely thirty-
5 minute meal periods on a regular basis. Further, PLAINTIFF was not advised of her right to meal
6 periods. PLAINTIFF was often unable to take meal breaks as she was required to work through
7 them altogether. In addition, PLAINTIFF was not provided a second meal break when working ten
8 (10) hours or more.

9 17. Throughout her employment, PLAINTIFF regularly worked off the clock and was
10 not paid for her hours worked off the clock. PLAINTIFF worked off the clock for at least (10)
11 minutes for most shifts.

12 18. Throughout her employment, PLAINTIFF used her personal cell-phone for work-
13 related purposes. PLAINTIFF incurred additional business expenses by having to purchase her own
14 work gloves. PLAINTIFF was not reimbursed for these expenses.

15 19. PLAINTIFF's experiences were not unique to her, but rather common to all
16 employees.

17 **CLASS ACTION ALLEGATIONS**

18 1. This action is appropriately suited for a Class Action because:

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

21 b. This action involves common questions of law and fact to the potential class
22 because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and
23 policies, which was applied to all non-exempt employees in violation of the Labor Code, the
24 applicable IWC Wage Order, and the Business and Professions Code which prohibits unfair
25 business practices arising from such violations.

26 c. PLAINTIFF's claims are typical of the class because DEFENDANTS
27 subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC
28 wage order, and the Business and Professions Code.

1 d. PLAINTIFF will fairly and adequately protect the interest of all CLASS
2 MEMBERS because it is in his best interests to prosecute the claims alleged herein to obtain full
3 compensation due to them for all services rendered and hours worked.

4 e. A class action is superior to other available methods for fairly and efficiently
5 adjudicating the controversy.

6 **FIRST CAUSE OF ACTION**

7 **Failure to Provide Required Meal Periods**

8 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

9 **(Against all DEFENDANTS)**

10 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 factual allegations in the foregoing paragraphs.

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

18 22. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
19 Order No. 5-2001, §11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
20 not provided with a meal period, in accordance with the applicable IWC Wage Order, one additional
21 hour of compensation at each employee's regular rate of pay for each workday that a meal period
22 was not provided.

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

26 24. 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 earned
28 and due, interest, penalties, expenses, and costs of suit.

1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Required Rest Periods**

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

4 **(Against all DEFENDANTS)**

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

7 26. At all times relevant herein, as part of DEFENDANTS' illegal policies and practices
8 to deprive their current and former non-exempt employees all wages earned and due,
9 DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required
10 under Labor Code § 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

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

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

19 **THIRD CAUSE OF ACTION**

20 **Failure to Pay Overtime Wages**

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

22 **(Against all DEFENDANTS)**

23 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 factual allegations in the foregoing paragraphs.

25 30. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
26 DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime,
27 which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in
28 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours

1 on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12)
2 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
3 consecutive day of work in any workweek.

4 31. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
5 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
6 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
7 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
8 foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to
9 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor Code
10 §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, suffering or permitting PLAINTIFF
11 and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and
12 CLASS MEMBERS to work through meal breaks; illegally and inaccurately recording time in
13 which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's
14 and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
15 PLAINTIFF for each pay period; and other methods to be discovered.

16 32. In violation of California law, DEFENDANTS have knowingly and willfully
17 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
18 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
19 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
20 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
21 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
22 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

23 33. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
24 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
25 §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
26 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
27 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
28 expenses, and costs of suit.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

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

4 **(Against all DEFENDANTS)**

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

7 35. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
8 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
9 in a payroll period is unlawful.

10 36. During the CLASS PERIOD and in violation of California Labor Code §§ 1194 and
11 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and
12 CLASS MEMBERS the applicable minimum wages for all hours worked in a payroll period by,
13 among other things: requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to
14 work off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work
15 through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and
16 CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS'
17 records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS
18 MEMBERS for each pay period; and other methods to be discovered.

19 37. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
20 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
21 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
22 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
23 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS
24 MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS,
25 plus interest, penalties, attorneys' fees, expenses, and costs of suit.

26 **FIFTH CAUSE OF ACTION**

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

28 **[Cal. Labor Code § 201, 202, 203]**

1 **(Against all DEFENDANTS)**

2 38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
3 factual allegations in the foregoing paragraphs.

4 39. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
5 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
6 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
7 and unpaid at the time of discharge are due and payable immediately.

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

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

16 42. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
17 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
18 California Labor Code §§ 201 and 202.

19 43. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
20 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
21 together with interest thereon, as well as other available remedies.

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

27 **SIXTH CAUSE OF ACTION**

28 **Failure to Maintain Required Records**

1 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

2 **(Against all DEFENDANTS)**

3 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
4 factual allegations in the foregoing paragraphs.

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

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

19 **SEVENTH CAUSE OF ACTION**

20 **Failure to Furnish Accurate Itemized Wage Statements**

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

22 **(Against all DEFENDANTS)**

23 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 factual allegations in the foregoing paragraphs.

25 49. During the CLASS PERIOD, DEFENDANTS routinely failed and continue to fail
26 to provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage
27 statements in writing showing each employee's gross wages earned, total hours worked, the number
28 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,

1 all deductions made, net wages earned, the inclusive dates of the period for which the employee is
2 paid, the name of the employee and only the last four digits of his or her social security number or
3 employee identification number, the name and address of the legal entity or entities employing
4 PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay
5 period and the corresponding number of hours worked at each hourly rate, in violation of California
6 Labor Code § 226(a) and IWC Wage Order No. 5-2001, § 7.

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

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

17 **EIGHTH CAUSE OF ACTION**

18 **Failure to Indemnify Employees for Necessary Expenditures**

19 **Incurred in Discharge of Duties**

20 **[Cal. Labor Code § 2802]**

21 **(Against all DEFENDANTS)**

22 52. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
23 factual allegations in the foregoing paragraphs.

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

27 54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
28 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred

1 in direct consequence of the discharge of their duties while working under the direction of
2 DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other
3 employment-related expenses, in violation of California Labor Code § 2802.

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

10 **NINTH CAUSE OF ACTION**

11 **Unfair and Unlawful Business Practices**

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

13 **(Against all DEFENDANTS)**

14 56. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
15 factual allegations in the foregoing paragraphs.

16 57. Each and every one of DEFENDANTS' acts and omissions in violation of the
17 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
18 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
19 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
20 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
21 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
22 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
23 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
24 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses
25 incurring in discharging their duties, constitutes an unfair and unlawful business practice under
26 California Business and Professions Code § 17200 et seq.

27 58. DEFENDANTS' violations of California wage and hour laws constitute a business
28 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a

1 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
2 MEMBERS.

3 59. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
4 rest periods, and other benefits as required by the California Labor Code, the California Code of
5 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
6 report, and pay the correct sums of assessment to the state authorities under the California Labor
7 Code and other applicable regulations.

8 60. As a result of DEFENDANTS' unfair and unlawful business practices,
9 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
10 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
11 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

12 61. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
13 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
14 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS
15 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
16 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
17 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court

18 **REPRESENTATIVE ACTION**

19
20 **TENTH CAUSE OF ACTION**

21 **Representative Action for Civil Penalties**
22 **[Cal. Labor Code §§ 2698- 2699.5]**
23 **(Against All DEFENDANTS)**

24 62. PLAINTIFF incorporates the foregoing allegations by reference as though fully set
25 forth herein, with exception to the allegations concerning class action designation in Paragraph 23
(a-e).

26 63. Under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
27 §§ 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code. These
28 penalties are in addition to any other relief available under the Labor Code. As set forth above,

1 DEFENDANTS have committed numerous violations of the Labor Code against PLAINTIFF and
2 other current and former non-exempt employees, including but not limited to:

- 3 a. Failing to properly compensate PLAINTIFF and other current and former non-
4 exempt employees for missed meal periods in violation of Labor Code §§
5 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 5-2001;
- 6 b. Failing to properly compensate PLAINTIFF and other current and former non-
7 exempt employees for all overtime hours worked in violation of Labor Code
8 §§ 226, 510, 1194, 1197, and IWC Wage Order No. 5-2001;
- 9 c. Failing to compensate PLAINTIFF and other current and former non-exempt
10 employees at a wage rate at least equal to the California minimum wage for
11 each hour worked in violation of Labor Code §§ 226, 510, 1182.12, 1194,
12 1197, and 1174.5;
- 13 d. Failing to maintain records as required for PLAINTIFF and other current and
14 former non-exempt employees in violation of Labor Code §§ 226, 1174,
15 1174.5;
- 16 e. Failing to provide PLAINTIFF and other current and former non-exempt
17 employees with accurate itemized wage statements in violation of Labor Code
18 § 226; and
- 19 f. Failing to properly compensate PLAINTIFF and other current and former non-
20 exempt employees for all wages due in violation of Labor Code §§ 201, 202
21 and 203.

22 64. PLAINTIFF seeks to recover civil penalties, including but not limited to penalties
23 under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, and IWC
24 Wage Order No. 5-2001, § 20, from DEFENDANT in a representative action for the violations set
25 forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 226,
26 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is also entitled to an award of
27 reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

28 65. PLAINTIFF is an "aggrieved employee" within the meaning of California Labor

1 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
2 current and former employees of DEFENDANTS pursuant to the procedures specified in California
3 Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and the alleged
4 violations of the California Labor Code were committed against PLAINTIFF.

5 66. Pursuant to PAGA, PLAINTIFF seeks to recover civil penalties, including but not
6 limited to penalties under Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, and
7 IWC Wage Order No. 5-2001 § 20 from DEFENDANTS in a representative action for the
8 violations set forth above, including but not limited to violations of Labor Code §§ 201, 202, 203,
9 226, 226.7, 510, 512, 1174, 1194, 1197, 1198 and 2802. Plaintiff is also entitled to an award of
10 reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

11 67. Pursuant to California Labor Code § 2699.3, PLAINTIFF gave written notice by
12 certified mail to the California Labor and Workforce Development Agency ("LWDA") and
13 DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders
14 alleged to have been violated, including the facts and theories to support the alleged violations. The
15 LWDA provided notice to PLAINTIFF that it did not intend to investigate her claim.

16 68. Accordingly, PLAINTIFF have complied with all of the requirements set forth in
17 California Labor Code § 2699.3 to commence a representative action under PAGA.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other aggrieved employees,
20 respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each
21 of them, as follows:

- 22 1. For compensatory damages in an amount to be ascertained at trial;
- 23 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
24 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 25 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
26 and IWC Wage Order No. 5-2001;
- 27 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 28 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from

1 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from
2 engaging in the unlawful business practices complained of herein;

3 6. For waiting time penalties pursuant to California Labor Code § 203;

4 7. For statutory and civil penalties according to proof, including but not limited to all
5 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

6 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
7 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
8 provision providing for pre-judgment interest;

9 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
10 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing
11 for attorneys' fees and costs;

12 10. For declaratory relief;

13 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
14 Seventh, Eighth, and Ninth Causes of Action as a class action;

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

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

18
19
20 DATED: December 13, 2021

Respectfully submitted,

MATERN LAW GROUP, PC

21
22
23 By: _____



24 Matthew J. Matern
25 Joshua D. Boxer
26 Corey B. Bennett
27 Attorneys for Plaintiff
28 MARIA OSORIO, individually, and on
behalf of all other aggrieved employees

DEMAND FOR JURY TRIAL

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

DATED: December 13, 2021

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____



Matthew J. Matern
Joshua D. Boxer
Corey B. Bennett
Attorneys for Plaintiff
MARIA OSORIO, individually, and on
behalf of all other aggrieved employees