

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

LOMA LINDA UNIVERSITY HEALTH, a California domestic nonprofit; LOMA LINDA UNIVERSITY MEDICAL CENTER - MURRIETA, a California domestic nonprofit; and DOES 1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

GLORIA WALKER, as an individual, and on behalf of all others similarly situated; YASMIN GAMEZ, as an individual, and on behalf of all others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 12 2022

BY Daisy Bailon
DAISY BAILON, DEPUTY

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Bernardino District - Civil Division
247 West Third Street, San Bernardino, CA, 92415

CASE NUMBER: (Número del Caso):

CIV SB 2133010

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kyle Todd, KYLE TODD, P.C., 611 Wilshire Blvd., Suite 315 Los Angeles, CA 90017, (323) 208-9171

DATE:

JAN 12 2022

(Fecha)

Clerk, by

(Secretario)

Daisy Bailon

, Deputy

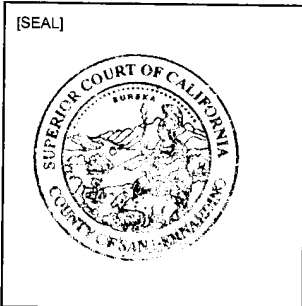
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

Daisy Bailon

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date)

BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kyle Todd (State Bar No. 286370) Kyle Todd, P.C. 611 Wilshire Blvd., Suite 315 Los Angeles, CA 90017 TELEPHONE NO.: (323) 208-9171 FAX NO. (Optional): (323) 693-0822 ATTORNEY FOR (Name): PLAINTIFFS GLORIA WALKER AND YASMIN GAMEZ		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT NOV 15 2021 BY <u><i>Dustin B. B...</i></u> DAISY BAILON, DEPUTY						
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO STREET ADDRESS: 247 WEST THIRD STREET MAILING ADDRESS: 247 WEST THIRD STREET CITY AND ZIP CODE: SAN BERNARDINO 92415 BRANCH NAME: San Bernardino District - Civil Division								
CASE NAME: Gloria Walker, et al v. Loma Linda University Health, et al								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">CIVIL CASE COVER SHEET</td> <td style="text-align: center;">Complex Case Designation</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"> CASE NUMBER: CIV SB 2133010 JUDGE: DEPT.: </td> </tr> <tr> <td style="width: 50%; padding: 5px;"> ☒ Unlimited (Amount demanded exceeds \$25,000) </td> <td style="width: 50%; padding: 5px;"> ☐ Limited (Amount demanded is \$25,000) </td> <td style="padding: 5px;"> ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>			CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER: CIV SB 2133010 JUDGE: DEPT.:	☒ Unlimited (Amount demanded exceeds \$25,000)	☐ Limited (Amount demanded is \$25,000)
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☒ Unlimited (Amount demanded exceeds \$25,000)	☐ Limited (Amount demanded is \$25,000)	☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)						

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. ☐ Large number of separately represented parties
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Nine (9): Failure to pay min & all wages, overtime, meal/rest break, wait. time penal., accurate item., viol. 233, unfair bus. pract., PAGA
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 11/15/2021

Kyle Todd

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

GLORIA WALKER, as an individual, and on behalf of all others similarly situated;
YASMIN GAMEZ, as an individual, and on behalf of all others similarly situated

Case No.: **CIV SB 2133010**

VS.

CERTIFICATE OF ASSIGNMENT

LOMA LINDA UNIVERSITY HEALTH, a California domestic nonprofit; LOMA LINDA
UNIVERSITY MEDICAL CENTER - MURRIETA, a California domestic nonprofit;
and DOES 1 through 100, inclusive

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the
San Bernardino District of the Superior Court under Rule 131 and General Order
of this court for the checked reason:

☒ General

☐ Collection

Nature of Action

Ground

BY FAX

- | | | |
|-------------------------------------|----------------------------|---|
| ☐ | 1. Adoption | Petitioner resides within the district |
| ☐ | 2. Conservator | Petitioner or conservatee resides within the district. |
| ☐ | 3. Contract | Performance in the district is expressly provided for. |
| ☐ | 4. Equity | The cause of action arose within the district. |
| ☐ | 5. Eminent Domain | The property is located within the district. |
| ☐ | 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ | 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| ☐ | 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ | 9. Mandate | The defendant functions wholly within the district. |
| ☐ | 10. Name Change | The petitioner resides within the district. |
| ☐ | 11. Personal Injury | The injury occurred within the district. |
| ☐ | 12. Personal Property | The property is located within the district. |
| ☐ | 13. Probate | Decedent resided or resides within or had property within the district. |
| ☐ | 14. Prohibition | The defendant functions wholly within the district. |
| ☐ | 15. Review | The defendant functions wholly within the district. |
| ☐ | 16. Title to Real Property | The property is located within the district. |
| ☐ | 17. Transferred Action | The lower court is located within the district. |
| ☐ | 18. Unlawful Detainer | The property is located within the district. |
| ☐ | 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☒ | 20. Other Employment | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☐ | 21. THIS FILING WOULD | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

Loma Linda University Health, Place of Business of Defendant
NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

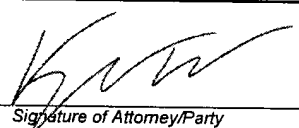
11175 Campus Street
ADDRESS

Loma Linda
CITY

CA
STATE

92354
ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was
executed on November 15, 2021 at Los Angeles,
California.


Signature of Attorney/Party

RECEIVED
NOV 15 2021
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

Kyle Todd (State Bar No. 286370)
kyle@kyletodd.com
Alfredo Nava (State Bar No. 282698)
anava@kyletodd.com
KYLE TODD, P.C.
611 Wilshire Boulevard, Suite 315
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Attorneys for PLAINTIFFS GLORIA WALKER and YASMIN GAMEZ, as individuals, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF SAN BERNARDINO

GLORIA WALKER, as an individual, and
on behalf of all others similarly situated;
YASMIN GAMEZ, as an individual, and
on behalf of all others similarly situated,

PLAINTIFFS,

v.

LOMA LINDA UNIVERSITY HEALTH, a
California domestic nonprofit; LOMA
LINDA UNIVERSITY MEDICAL
CENTER - MURRIETA, a California
domestic nonprofit; and DOES 1 through
100, inclusive,

DEFENDANTS.

CLASS ACTION COMPLAINT

Case No.:

- 1. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197)**
- 2. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194)**
- 3. FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION (CAL. LAB. CODE §§ 226.7, 512)**
- 4. WAITING TIME PENALTIES (CAL. LAB. CODE § 203)**
- 5. FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD (CAL. LAB. CODE § 204)**
- 6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS (CAL. LAB. CODE § 226, IWC Wage Order)**
- 7. VIOLATION OF LABOR CODE SECTION 233**

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8. **UNFAIR BUSINESS PRACTICES
(CALIFORNIA BUSINESS AND
PROFESSIONS CODE § 17200, ET
SEQ.)**

9. **CIVIL PENALTIES UNDER PRIVATE
ATTORNEY GENERAL ACT (CAL
LAB. CODE § 2699 ET SEQ.)**

DEMAND FOR JURY TRIAL

PLAINTIFFS GLORIA WALKER and YASMIN GAMEZ (hereinafter collectively referred to as
“PLAINTIFFS”), as individuals, and on behalf of all others similarly situated, complain, and allege
on information and belief the following against LOMA LINDA UNIVERSITY HEALTH
(hereinafter “LOMA LINDA”), a California domestic nonprofit, LOMA LINDA UNIVERSITY
MEDICAL CENTER- MURRIETA, a California domestic nonprofit, and DOES 1 through 100,
inclusive, (collectively, and hereinafter referred to as “DEFENDANTS”):

INTRODUCTION

1. This is a class action lawsuit being brought on behalf of all non-exempt employees
who work(ed) for DEFENDANTS in California. PLAINTIFFS and members of the PLAINTIFF
CLASS (defined below) work(ed) as healthcare employees at DEFENDANTS’ various locations
in California. PLAINTIFFS and members of the PLAINTIFF CLASS have been subjected to
numerous wage and hour violations which are the result of systemic policies and procedures
implemented by DEFENDANTS.

2. DEFENDANTS’ actions give rise to violations of state wage and hour laws, including
laws mandating the payment of wages. Through this lawsuit, PLAINTIFFS, and others similarly
situated, seek to recover all wages which they and other employees of DEFENDANTS rightfully
earned but have been denied, as well as any penalties associated with DEFENDANTS’ rampant
and willful violations of the law, interest on the unpaid wage amounts, and attorneys’ fees.

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4. Venue is proper in this Court in accordance with Section 395(a) of the California Code of Civil Procedure because DEFENDANTS, or some of them, reside and/or are doing business in San Bernardino County. Moreover, DEFENDANTS employed PLAINTIFFS and others similarly situated in San Bernardino County and the harms occurred in San Bernardino County.

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11. PLAINTIFFS are informed and believe, and on that basis allege, that DEFENDANTS and DOES 1 through 100 constitute an integrated enterprise based on their interrelation of operations, common management, centralized control of labor relations, common ownership, and financial control. Specifically, PLAINTIFFS are informed and believe and thereon allege that: each of the DEFENDANTS operate according to uniform policies and procedures for controlling the work of PLAINTIFFS and the PLAINTIFF CLASS (described below); DEFENDANTS operate as an interrelated operation; DEFENDANTS are operated by a small group of shared officers and directors; and each of the DEFENDANTS share and control the management of the premises where PLAINTIFFS and members of the PLAINTIFF CLASS work. PLAINTIFFS allege on information and belief that DEFENDANTS are and/or were joint employers of PLAINTIFFS. Thus, adherence to the fiction of the separate existence of each defendant here would permit abuse, sanction, fraud and promote injustice.

12. The true names and capacities of defendants named herein as DOES 1-100, inclusive, whether individual, corporate, associate, or otherwise, are unknown to PLAINTIFFS, who therefore sue these defendants by such fictitious names. PLAINTIFFS will amend this Complaint to show true names and capacities of these defendants when they are ascertained.

13. At all times mentioned herein, DEFENDANTS, and each of them, were the agents, representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of the other, and at all times pertinent hereto were acting within the course and scope of their authority as such agents, representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates. PLAINTIFFS also allege that DEFENDANTS were, at all times relevant hereto, the alter egos of each other and jointly employed PLAINTIFFS. Wherever reference is made to DEFENDANTS herein, it is intended to include all of the named DEFENDANTS as well as the DOE defendants. Each of the fictitiously named DOE defendants is responsible for the occurrences herein alleged and proximately caused PLAINTIFFS' damages as well as damages of members of the PLAINTIFF CLASS (described below).

CLASS ACTION ALLEGATIONS

14. PLAINTIFFS bring this action on behalf of themselves, and all others similarly

1 situated as a class action pursuant to California Code of Civil Procedure section 382. The class
2 that PLAINTIFFS seek to represent (“PLAINTIFF CLASS”) is composed and defined as follows:
3 **All California persons who are or have been non-exempt employees of DEFENDANTS since**
4 **four (4) years prior to the filing of the initial Complaint until the entry of final judgment in**
5 **this action (the “ CLASS PERIOD”).**

6 15. There exists a well-defined community of interests among the PLAINTIFF CLASS
7 with respect to the claims asserted herein, and the PLAINTIFF CLASS is readily ascertainable for
8 the following reasons:

9 a. Numerosity and Ascertainability: The members of the class are so numerous that
10 joinder of all members would be unfeasible and not practicable. While PLAINTIFF does not know
11 the exact number and identity of all Class members, PLAINTIFF alleges, on information and belief,
12 that the members of the PLAINTIFF CLASS exceed one hundred (100) persons. PLAINTIFF
13 alleges, on information and belief, that the identity of such membership is readily ascertainable via
14 inspection of the personnel records and other documents maintained by DEFENDANTS;

15 b. Typicality: The claims of PLAINTIFF pled as class action claims are typical of the
16 claims of all members of the class as they arise out of the same course of conduct and are predicated
17 on the same violation(s) of the law. PLAINTIFF and all members of the PLAINTIFF CLASS
18 sustained injuries and damages arising out of DEFENDANTS’ common course of conduct in
19 violation of laws as complained of herein.

20 c. Commonality: Common issues of fact and law predominate in this action over any
21 allegedly individual issues. The claims of PLAINTIFF and the PLAINTIFF CLASS members
22 arise from the same events or patterns or practices and are based on the same legal theories.
23 Specially, the following issues of fact and law, without limitation, predominate and make this
24 action superior to individual actions:

25 i. Whether DEFENDANTS denied PLAINTIFFS and members of the
26 PLAINTIFF CLASS all of the wages to which they are entitled pursuant to the California Labor
27 Code, California IWC Wage Orders, and all other applicable employment laws and regulations

28 ii. Whether DEFENDANTS violated California Labor Code section 204 by

1 failing to pay all wages earned in a timely manner;

2 iii. Whether DEFENDANTS failed to pay the required rest break or meal
3 premium to PLAINTIFF and members of the PLAINTIFF CLASS for all missed rest or meal
4 breaks.

5 iv. Whether DEFENDANTS owe PLAINTIFF and members of the
6 PLAINTIFF CLASS waiting time penalties pursuant to California Labor Code section 203;

7 v. Whether DEFENDANTS violated California Labor Code section 204 by
8 failing to pay all wages earned in a timely manner;

9 vi. Whether DEFENDANTS have failed to properly provide accurate itemized
10 wage statements as well as keep accurate records as required by California Labor Code section 226
11 and the applicable Industrial Welfare Commission's ("IWC") Wage Order;

12 vii. Whether DEFENDANTS have failed to pay all accrued sick days and sick
13 leaves to PLAINTIFF and members of the PLAINTIFF CLASS for all sick hours earned and paid
14 during the relevant period

15 viii. Whether DEFENDANTS engaged in unfair business practices under section
16 17200, *et. seq* of the California Business and Professions Code;

17 ix. The effect upon and the extent of damages suffered by PLAINTIFFS and
18 members of the PLAINTIFF CLASS and the appropriate amount of compensation.

19 d. Adequacy: PLAINTIFFS and the PLAINTIFF CLASS all worked for
20 DEFENDANTS, share the same interests, and were subjected to DEFENDANTS' unlawful policy
21 and practice of failing to adequately compensate employees and/or provide them with their
22 statutory entitlements including but not limited to: all owed wages, meal and rest breaks, wage
23 statements, as required by law. PLAINTIFFS and members of the PLAINTIFF CLASS do not
24 have any conflicts of interest with other members. Given the significance of the deprivation of
25 their rights, PLAINTIFF will prosecute this action vicariously on behalf of the PLAINTIFF
26 CLASS. They have retained competent and experienced legal counsel who specialize in
27 employment, wage and hour, and class action litigation to represent themselves and the proposed
28 PLAINTIFF CLASS.

1 e. Superiority of Class Action: The disposition of PLAINTIFFS and the proposed
2 PLAINTIFF CLASS members' claims in a class action will provide substantial benefits to both the
3 parties and the Court. The nature of this action and the nature of the laws available to the
4 PLAINTIFF CLASS make use of the class action format a particularly efficient and appropriate
5 procedure to afford relief to the PLAINTIFF CLASS. Further, this case involves a corporate
6 employer and a large number of individual employees possessing claims with common issues of
7 law and fact. If each employee were required to file an individual lawsuit, the corporate defendant
8 would necessarily gain an unconscionable advantage since each defendant would be able to exploit
9 and overwhelm the limited resources of each individual plaintiff with its vastly superior financial
10 and legal resources. Requiring each class member to pursue an individual remedy would also
11 discourage the assertion of lawful claims by employees who would be disinclined to pursue an
12 action against their present and/or former employer for an appreciable and justifiable fear of
13 retaliation and permanent damage to their careers at present and/or subsequent employment. Proof
14 of a common business practice or factual pattern, of which the named PLAINTIFFS experienced,
15 is representative of the class mentioned herein and will establish the right of each of the members
16 of the class to recovery on the claims alleged herein.

17 The prosecution of separate actions by the individual class members, even if possible,
18 would create: (a) a substantial risk of inconvenient or varying verdicts or adjudications with respect
19 to the individual class members against the defendants herein; and/or (b) legal determinations with
20 respect to individual class members which would, as a practical matter, be dispositive of the other
21 class members' claims who are not parties to the adjudications and/or would substantially impair
22 or impede the ability of class members to protect their interests. Further, the claims of the
23 individual members of the class are not sufficiently large to warrant vigorous individual
24 prosecution considering all of the concomitant costs and expenses attending thereto.

25 16. PLAINTIFFS are unaware of any difficulties that are likely to be encountered in the
26 management of this action that would preclude its maintenance as a class action.

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FACTS COMMON TO ALL CAUSES OF ACTION

17. PLAINTIFFS and members of the PLAINTIFF CLASS are current or former non-exempt employees of DEFENDANTS. PLAINTIFFS and members of the PLAINTIFF CLASS have been subjected to a variety of wage and hour violations during their employment with DEFENDANTS.

18. Throughout their employment with DEFENDANTS, PLAINTIFFS and members of the PLAINTIFF CLASS are and/or were unable to take their required 10-minute rest breaks as required by the Labor Code and the applicable Wage Order, nor provided an off-duty meal period for every five hours of work as required by law. PLAINTIFFS and members of the PLAINTIFF CLASS are also routinely not provided with compensation in lieu of rest or meal breaks as required by California law. DEFENDANTS employed policies and procedures that prevented the PLAINTIFF CLASS from being relieved of all duty for purposes of taking their statutorily entitled breaks, and thus, owe PLAINTIFF CLASS all unpaid wages, including but not limited to meal and rest break premiums. Further, due to the failure to incorporate non-discretionary pay into meal and rest break premiums which included the regular hourly rate, DEFENDANTS failed to properly calculate and pay owed meal and rest break premiums in accordance to law--to the extent that it was attempted and to the extent they were not paid at all.

19. DEFENDANTS also failed to account for non-discretionary pay in calculating the hourly rate for sick pay, in violation of California sick pay laws.

20. DEFENDANTS also required and/or permitted off-the-clock work, including but not limited to pre-shift duties, further precluding the PLAINTIFF class from being paid for all time worked, including but not limited to overtime premiums as required by law. As a result of these derivative violations, overtime was not properly captured, and overtime premiums were thus denied. In addition, because of the failure to capture the off-the-clock work as well as the failure to calculate the corresponding non-discretionary pay, the regular adjusted rate was not properly calculated, and thus, overtime premiums were not properly calculated and paid.

21. DEFENDANTS furthermore did not timely pay for all wages due, as the paychecks that PLAINTIFFS and members of the PLAINTIFF CLASS were provided with did not account

1 for all wages earned, as a result, did not pay PLAINTIFF and members of the PLAINTIFF CLASS
2 all wages owed on a timely basis.

3 22. DEFENDANTS also provided inaccurate and incomplete wage statements to
4 PLAINTIFFS and members of the PLAINTIFF CLASS. The wage statements are inaccurate with
5 respect to the actual hours worked by employees, the gross wages earned, and the net wages earned,
6 among other deficiencies. In addition, all applicable hourly rates in effect, and hours worked at
7 said rates, were not properly itemized and listed. The inaccurate wage statements create an actual
8 injury, including making it more difficult for PLAINTIFFS and members of the PLAINTIFF
9 CLASS to determine what compensation they are owed but were not paid. Overall,
10 DEFENDANTS' itemized statements to PLAINTIFFS and members of the PLAINTIFF CLASS
11 make it appear as if they have been paid for all hours worked when in fact there are numerous hours
12 for which they were not paid.

13 23. The aforementioned acts constitute unfair and unlawful practices as defined by law
14 pursuant to California Business and Professions Code section 17200, et seq. By virtue of this
15 action, PLAINTIFFS seek to restore all wages to PLAINTIFFS and members of the PLAINTIFF
16 CLASS that DEFENDANTS wrongfully took or withheld.

17 24. DEFENDANTS' violations of the law were willful and done according to
18 DEFENDANTS' established policies and procedures applicable to PLAINTIFFS and all members
19 of the PLAINTIFF CLASS.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM WAGES**

22 **(CALIFORNIA LABOR CODE §§1182.12, 1194, 1194.2, 1197)**

23 (By PLAINTIFFS in their individual capacity and in their capacity as representatives of all
24 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

25 25. PLAINTIFFS reallege and incorporate by reference each and every allegation
26 contained in the foregoing paragraphs as though fully set forth here.

27 26. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by
28 law is unlawful. An employer violates the minimum wage statute even if the average rate for paid

1 and unpaid hours exceeded the minimum wage.

2 27. At all relevant times, DEFENDANTS failed and refused to pay PLAINTIFFS and
3 members of the PLAINTIFF CLASS the legal minimum wage in the State of California, as set
4 forth in Labor Code §1182.12. Specifically, DEFENDANTS did not pay PLAINTIFFS and
5 members of the PLAINTIFF CLASS all of their earned wages. Under California law,
6 PLAINTIFFS and members of the PLAINTIFF CLASS are entitled to at least the minimum wage
7 for every hour worked.

8 28. DEFENDANTS' failure to pay the legal minimum wage to PLAINTIFFS and
9 members of the PLAINTIFF CLASS as alleged herein is unlawful and creates entitlement, pursuant
10 to Labor Code §1197, to recovery by PLAINTIFF and members of the PLAINTIFF CLASS in a
11 civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the
12 difference between the straight time compensation paid and applicable minimum wage, including
13 interest thereon.

14 29. Pursuant to Labor Code §1194, PLAINTIFF and members of the PLAINTIFF
15 CLASS request that the court award reasonable attorneys' fees and costs incurred by PLAINTIFFS
16 and members of the PLAINTIFF CLASS in this action.

17 30. In addition, pursuant to Labor Code §1194.2, PLAINTIFFS and members of the
18 PLAINTIFF CLASS are entitled to recover liquidated damages in an amount equal to the minimum
19 wages unlawfully unpaid in the amounts set forth above, and interest thereon.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME COMPENSATION**

22 **(CALIFORNIA LABOR CODE §§510, 1194, 1194.2)**

23 (By PLAINTIFFS in their individual capacity and in their capacity as representatives of all
24 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

25 31. PLAINTIFFS reallege and incorporate by reference each and every allegation
26 contained in the foregoing paragraphs as though fully set forth here.

27 32. Labor Code §510 requires employers to pay their non-exempt employees one and
28 one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a

1 single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours
2 worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt
3 employees overtime compensation for the first eight hours of work done on the seventh consecutive
4 day of work done in any work week and double-time compensation for any work done beyond the
5 first eight hours on the seventh consecutive day of work.

6 33. Labor Code §558(a) requires that any person acting on behalf of an employer who
7 violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each
8 underpaid employee for each pay period in which the employee was underpaid in addition to an
9 amount sufficient to recover underpaid wages. Also, Labor Code §558(a) for each subsequent
10 violation, the person acting on behalf of an employer is liable in the amount of \$100 for each
11 underpaid employee for each pay period for which the employee was underpaid in addition to an
12 amount sufficient to recover the underpaid wages.

13 34. At all relevant times, DEFENDANTS required PLAINTIFFS and members of the
14 PLAINTIFF CLASS to work more than eight hours per day and/or more than 40 hours per
15 workweek but failed to pay for all overtime premiums due and owing, as described throughout this
16 complaint.

17 35. At all relevant times, DEFENDANTS failed and refused to pay PLAINTIFFS and
18 members of the PLAINTIFF CLASS all the overtime compensation required by Labor Code §510,
19 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

20 36. As alleged herein, PLAINTIFFS and members of the PLAINTIFF CLASS are not
21 exempt from the overtime pay requirements of Labor Code §510, 8 Code Regulations §11050, and
22 Industrial Welfare Commission Order No. 5-2001.

23 37. In addition to the above withheld overtime wages, PLAINTIFFS and members of
24 the PLAINTIFF CLASS are entitled to civil penalties in this amount stated above based upon
25 DEFENDANTS underpayment of overtime wages. DEFENDANTS violated Labor Code §558
26 and, thus, also owe statutory penalties.

27 38. PLAINTIFFS and members of the PLAINTIFF CLASS have been deprived of their
28 rightfully earned overtime compensation as a direct and proximate result of DEFENDANTS'

1 failure and refusal to pay said compensation. PLAINTIFFS and members of the PLAINTIFF
2 CLASS are entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION**

5 **(CAL. LAB. CODE §§ 226.7, 512)**

6 (By PLAINTIFFS in their individual capacity and in their capacity as representatives of all
7 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

8 39. PLAINTIFFS reallege and incorporate by reference each and every allegation
9 contained in the foregoing paragraphs as though fully set forth here.

10 40. DEFENDANTS failed to give PLAINTIFFS and members of the PLAINTIFF
11 CLASS rest breaks for shifts lasting four (4) hours or a major fraction thereof as required by law
12 and failed to compensate them for missed rest breaks. In addition, DEFENDANTS failed to give
13 them off-duty meal breaks for every five hours of work, as required by the relevant wage order and
14 Labor Code Section 512. In addition, DEFENDANTS failed to pay the appropriate premiums due
15 to the failure to account for non-discretionary pay in paying said premiums, to the extent that there
16 was an attempt to pay or to the extent that they were not paid at all.

17 41. PLAINTIFFS are informed and believe and allege that the failure of
18 DEFENDANTS to provide meal and rest breaks and to compensate PLAINTIFFS and members of
19 the PLAINTIFF CLASS for these missed rest and meal breaks was willful, purposeful, and
20 unlawful and done in accordance with the policies and practices of DEFENDANTS' operations.

21 42. As a proximate cause of the aforementioned violations, PLAINTIFFS and
22 members of the PLAINTIFF CLASS have been damaged in an amount according to proof at time
23 of trial, but in an amount in excess of the jurisdiction of this Court. PLAINTIFFS and members
24 of the PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed; penalties,
25 including penalties available pursuant to California Labor Code Sections 226, 226.7, and 558,
26 plus interest; and costs of suit.

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1 **FOURTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(CALIFORNIA LABOR CODE §§ 201, 202 and 203)**

4 (By PLAINTIFFS in their individual capacity and in their capacity as representatives of all
5 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

6 43. PLAINTIFFS reallege and incorporate by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 44. Pursuant to California Labor Code section 201, if an employer discharges an
9 employee, the wages earned and unpaid at the time of the discharge are due and payable
10 immediately. Pursuant to California Labor Code section 202, if an employee quits his or her
11 employment, the wages earned and unpaid at the time of the discharge are due and payable within
12 seventy-two (72) hours of the resignation. Pursuant to California Labor Code section 203, if an
13 employer willfully fails to pay compensation upon discharge, then the employer is liable for
14 waiting time penalties in the form of compensation of up to thirty (30) workdays.

15 45. To this day, neither PLAINTIFFS nor members of the PLAINTIFF CLASS have
16 received all the wages and other compensation they rightfully earned.

17 46. DEFENDANTS, and each of them, willfully refused and continue to refuse to
18 timely pay PLAINTIFFS and members of the PLAINTIFF CLASS all wages earned in a timely
19 manner, as required by California Labor Code section 203. PLAINTIFF therefore requests
20 restitution and penalties as provided by California Labor Code section 203.

21 47. At all times, PLAINTIFFS and members of the PLAINTIFF CLASS have been
22 ready, willing, and available to accept payment of these monies.

23 48. PLAINTIFFS and members of the PLAINTIFF CLASS are entitled to
24 compensation for all forms of wages earned, including, but not limited to, sums for unpaid wages,
25 but to date have not received such compensation therefore entitling PLAINTIFF and the class to
26 penalties under California Labor Code section 203.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD**
3 **(CALIFORNIA LABOR CODE SECTION 204)**

4 (By PLAINTIFFS in their individual capacity and in their capacity as representatives of all
5 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

6 49. PLAINTIFFS reallege and incorporate by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 50. During the CLASS PERIOD, Labor Code section 204 applied to DEFENDANTS'
9 employment of PLAINTIFFS and the PLAINTIFF CLASS. At all relevant times, Labor Code
10 section 204 provided that all wages earned by any employee, such as PLAINTIFFS and members
11 of the PLAINTIFF CLASS, in any employment between the 1st and 15th days, inclusive, of any
12 calendar month, other than those wages due upon termination of an employee, are due and payable
13 between the 16th and 26th day of the month during which the work was performed. Furthermore,
14 at all times relevant hereto, Labor Code section 204 provided that all wages earned by any
15 employee, such as PLAINTIFFS and members of the PLAINTIFF CLASS, in any employment
16 between the 16th and the last day, inclusive, of any calendar month, other than those wages due
17 upon termination of an employee, are due and payable between the 1st and 10th day of the
18 following month.

19 51. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and
20 members of the PLAINTIFF CLASS all of their entitled wages on a timely basis.

21 52. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and
22 members of the PLAINTIFF CLASS for all wages earned, and therefore violated Labor Code
23 section 204. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to
24 recover all damages, penalties, and other remedies available for violation of Labor Code section
25 204.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

3 **(CALIFORNIA LABOR CODE § 226, IWC Wage Order)**

4 (By PLAINTIFFS in their individual capacity and in their capacity as representatives of all
5 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

6 53. PLAINTIFFS reallege and incorporate by reference each and every allegation
7 contained in the foregoing paragraphs as though fully set forth here.

8 54. California Labor Code section 226(a) and the applicable IWC Wage Order requires
9 that DEFENDANTS keep accurate records and semimonthly or at the time of payment of wages,
10 furnish each of his or her employees, itemize in wage statements, among other things, time records
11 showing when an employee ends and begins, meal periods, split shift intervals and total daily hours
12 worked shall also be recorded, when a piece rate or incentive plan is in operation, piece rates or an
13 explanation of the incentive plan formula shall be provided to the employees, an accurate
14 production record shall be maintained by the employer. Every employer shall also semimonthly
15 or at the time of each payment of wages furnish each employee, an itemized statement showing,
16 among other things all deductions.

17 55. DEFENDANTS knowingly and intentionally failed to comply with California
18 Labor Code section 226(a) and the applicable IWC Wage Order by failing to keep required accurate
19 payroll records and by failing, on each and every wage statement that was provided to
20 PLAINTIFFS and members of the PLAINTIFF CLASS, to accurately reflect wage information
21 and properly itemize deductions.

22 56. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS
23 knowingly and intentionally provided inaccurate payroll records to PLAINTIFFS and members of
24 the PLAINTIFF CLASS. PLAINTIFF and members of the PLAINTIFF CLASS have suffered
25 actual damages as a result of DEFENDANTS' violation of Cal. Labor Code § 226(a) and the
26 applicable IWC Wage Order. In addition, PLAINTIFFS and the PLAINTIFF CLASS have also
27 suffered, and will continue to suffer, actual damages in the form of additional litigation expenses
28 incurred to calculate lost wages. These additional litigation expenses include, but are not limited

1 to, attorney's fees, expert witness, and other costs attendant to the calculation of lost wages when
2 such costs would not need to be incurred if DEFENDANTS had provided proper itemized wage
3 statements to PLAINTIFFS and members of the PLAINTIFF CLASS that complied with California
4 Labor Code section 226(a) and the applicable IWC Wage Order.

5 57. California Labor Code section 226(e) and (g) provide that an employee suffering
6 injury as a result of a knowing and intentional failure by an employer to comply with subdivision
7 (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
8 period in which a violation occurs and one hundred dollars (\$100) per employee for each violation
9 in subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and
10 is entitled to an award of costs and reasonable attorney's fees.

11 58. PLAINTIFFS and members of the PLAINTIFF CLASS are therefore entitled to
12 recover all amounts for all such wages and expenses and benefits on such wage statements,
13 statutory penalties, interest, attorney's fees, and other court costs and expenses of suit, according
14 to proof at trial. PLAINTIFFS and members of the PLAINTIFF CLASS are also entitled to
15 recover, in addition to or in lieu of some or all wages and expenses and benefits, nominal, actual
16 and compensatory damages in amounts according to proof at trial.

17 **SEVENTH CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE SECTION 233**

19 **(CALIFORNIA LABOR CODE § 233)**

20 (By PLAINTIFFS in their individual capacity and in their capacity as representatives of all
21 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

22 59. PLAINTIFFS realleges and incorporates by reference each and every allegation
23 contained in the foregoing paragraphs as though fully set forth here.

24 60. At all times alleged herein, Labor Code section 233 was in full force and effect.
25 This code section requires employers who provide sick leave for employees to permit an employee
26 to use in any calendar year the employee's accrued and available sick leave entitlement, in an
27 amount not less than the sick leave that would be accrued during six months at the employee's then
28 current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

1 61. DEFENDANTS' violated California Labor Code section 233 by DEFENDANTS'
2 failure to recognize, and pay wages for, all hours compensable for the reasons specified in Labor
3 Code Section 246.5 from the amount of sick leave accrued for PLAINTIFFS and members of the
4 PLAINTIFF CLASS.

5 62. Accordingly, PLAINTIFFS and members of the PLAINTIFF CLASS are entitled
6 to recover all damages, attorney's fees, penalties, and other remedies available for violation of
7 Labor Code section 233.

8 **EIGHTH CAUSE OF ACTION**

9 **UNFAIR BUSINESS PRACTICES**

10 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.)**

11 (By PLAINTIFFS in their individual capacity and in their capacity as representatives of all
12 similarly situated members of the PLAINTIFF CLASS against DEFENDANTS)

13 63. PLAINTIFFS reallege and incorporate by reference each and every allegation
14 contained in the foregoing paragraphs as though fully set forth here.

15 64. The aforementioned statutory violations derivatively constitute unfair business
16 practices in violation of the Unfair Competition Law, California Business and Professions Code
17 Section 17200, et seq. They further include but are not limited to violations of California's sick
18 paid laws, including but not limited to Labor Code Sections 233 and as listed in Labor Code
19 Sections 246 et seq, for which restitution is herein sought through this cause of action.

20 65. As a result of DEFENDANTS' unfair business practices, DEFENDANTS have
21 reaped unfair benefits and illegal profits at the expense of PLAINTIFFS and the PLAINTIFF
22 CLASS. DEFENDANTS should be compelled to restore such monies to PLAINTIFFS and the
23 PLAINTIFF CLASS.

24 66. DEFENDANTS' unfair business practices entitle PLAINTIFFS and the
25 PLAINTIFF CLASS to seek preliminary and permanent injunctive relief, including but not limited
26 to, orders that DEFENDANTS account for and restore to PLAINTIFFS and the PLAINTIFF
27 CLASS the compensation unlawfully withheld from them. Thus, they are entitled to restitution, in
28 addition to interest, costs, and attorney's fees for the underlying statutory violations incorporated

herein, including but not limited to Labor Code Sections 1194, 1194.2, 233, 246 et seq., amongst other violations.

NINTH CAUSE OF ACTION

CIVIL PENALTIES UNDER PRIVATE ATTORNEY GENERAL ACT

(CALIFORNIA LABOR CODE §2699 ET SEQ.)

(By PLAINTIFF Gloria Walker, in her individual capacity and on behalf of all Aggrieved Employees against DEFENDANTS)

67. PLAINTIFF Walker realleges and incorporates by reference each and every allegation contained in the foregoing paragraphs as though fully set forth here.

68. California Labor Code §2699(a) states:

Notwithstanding any other provision of the law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, 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...

69. PLAINTIFF and members of PLAINTIFF CLASS are “aggrieved employees,” as defined by California Labor Code §2699(c), because they were employed by DEFENDANTS and were among the many employees against whom violations of law were committed.

70. PLAINTIFF has met and/or will meet all of the requirements set forth in California Labor Code §2699.3 necessary to maintain a civil action against DEFENDANTS for violations of (and/or recovery under) California Labor Code sections including but not limited to 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 1199; as well as various IWC Wage Orders.

71. PLAINTIFF Walker brings this action on behalf of herself and all aggrieved employees alleging violations of the California Labor Code sections cited in the preceding paragraph.

72. As a direct and proximate result of DEFENDANTS' unlawful conduct, as set forth herein, PLAINTIFF, aggrieve employees, and the LWDA are entitled to penalties under California Labor Code Sections 2698 and 2699.

73. Pursuant to California Labor Code Section 2699, Defendant owes Plaintiff Walker, aggrieved employees, and the LWDA civil penalties in the amount set forth by the preceding statutes, or the default statute as provided by the PAGA. Plaintiff Walker is also entitled to attorney's fees and costs as provided by law.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS and the PLAINTIFF CLASS pray for judgment against DEFENDANTS as follows:

1. That the Court determine that Causes of Action 1 through 9 may be maintained as a class action;

2. For injunctive relief to stop DEFENDANTS' illegal practices described above, including, but not limited to, the failure to pay all earned wages, including overtime wages, the failure to provide accurate itemized statements, sick days, compensation for sick days, and other practices as mentioned herein;

3. For general and compensatory damages, according to proof;

4. For statutory and civil penalties;

5. For restitution of all monies due to PLAINTIFFS and the PLAINTIFF CLASS;

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

7. For penalties pursuant to California Labor Code and all other applicable Labor Code and/or Employment Laws and Regulations;

8. That the Court make an award to PLAINTIFFS and the PLAINTIFF CLASS of civil penalties for violations of the Labor Codes;

9. For reasonable attorneys' fees, pursuant to California Labor Code sections 1194, 1194.2, 233, 226, 2269(g) and California Code of Civil Procedure section 1021.5;

10. For interest accrued to date:

11. For costs of the suit incurred herein:

12. For attorney fees and costs pursuant to California Labor Code sections 233, 1194.2, 226 and 1194;

13. That the Court declare, adjudge, and decree that this action is a proper representative action pursuant to California Labor Code section 2699;

14. That the Court make an award to PLAINTIFF, the LWDA, and the aggrieved employees of civil penalties for violations of the Labor Code, pursuant to Labor Code section 2699;

15. For reasonable attorneys' fees as provided by statute;

16. For interest accrued to date;

17. For costs of the suit incurred herein; and

18. For such other and further relief that the Court may deem just and proper.

Dated: November 15, 2021

KYLE TODD, P.C.

By: 

KYLE TODD

ALFREDO NAVA

Attorneys for PLAINTIFFS GLORIA WALKER
and YASMIN GAMEZ, as individuals, and on
behalf of all others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFFS and members of the PLAINTIFF CLASS, and aggrieved employees, demand a trial by jury on all issues so triable.

Dated: November 15, 2021

KYLE TODD, P.C.

By: 

KYLE TODD

ALFREDO NAVA

Attorneys for PLAINTIFFS GLORIA WALKER
and YASMIN GAMEZ, as individuals, and on
behalf of all others similarly situated