

AEGIS LAW FIRM, PC

SAMUEL A. WONG, State Bar No. 217104

KASHIF HAQUE, State Bar No. 218672

JESSICA L. CAMPBELL, State Bar No. 280626

jcampbell@aegislawfirm.com

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Attorneys for Plaintiffs, individually,
and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

FERNANDO G. HERRERA, individually and on
behalf of all others similarly situated,

Plaintiff,
vs.

ST. PAUL'S EPISCOPAL HOME, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No.: 37-2021 -00050163-CU-OE-CTL
[Hon. Blaine K. Bowman, Dept. C-74]

**DECLARATION OF JESSICA L.
CAMPPBELL IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: April 4, 2025
Hearing Time: 8:30 a.m.

Action Filed: November 30, 2021

1 I, Jessica L. Campbell, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am a Partner with Aegis Law Firm, PC (“Aegis”), counsel for Plaintiffs in this matter. I
4 am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

5 2. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of
6 Class Action Settlement. If called as a witness, I could and would competently testify thereto.

7 **Case History**

8 3. On November 30, 2021, we filed a class action on behalf of Plaintiff Herrera and
9 Defendant’s non-exempt employees, Herrera v. St. Paul’s Episcopal Home, Inc., San Diego County
10 Superior Court Case No. 37-2021-00050163-CU-OE-CTL.

11 4. On November 30, 2021, before adding a PAGA claim, Plaintiff Herrera provided written
12 notice to the LWDA and Defendant regarding Defendant’s alleged Labor Code violations, as required by
13 Lab. Code § 2699.3(a). The LWDA did not respond to this notice, indicating it did not intend to
14 investigate, thus allowing Plaintiff Herrera to bring a PAGA claim against Defendant.

15 5. On February 10, 2022, Plaintiff Herrera filed his First Amended Complaint to add a claim
16 for PAGA.

17 6. On or about March 17, 2022, St. Paul’s moved to compel arbitration of Herrera’s claim.
18 Herrera opposed on the basis that any agreement to arbitrate was limited to “any dispute that may arise
19 between [Herrera and St. Paul’s] relating to such termination of employment.” The Court agreed. On
20 August 19, 2022, the Court denied St. Paul’s motion as to all of Plaintiff’s claims except for failure to pay
21 wages due upon separation of employment, and stayed arbitration of that claim pending resolution of the
22 claims remaining in court.

23 7. After learning of two related cases, the Parties agreed to attend a global mediation with
24 mediator Cynthia Remmers.

25 8. Prior to mediation, Defendant produced a sampling of time records and wage statements
26 for the class, as well as hundreds of pages of policy documents and meal period waivers. Additionally,
27 Plaintiff Herrera provided my office with various documents to help prove the claims, as explained in his
28 declaration.

9. Plaintiffs' Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each of the claims. Plaintiffs' Counsel also conducted legal research in support of Plaintiffs' theories of liability and presented their findings at mediation.

10. The Parties reached a settlement at mediation on December 11, 2023. The negotiations were adversarial, conducted at arm's length and tempered by the efforts of both sides to serve the interests of their clients.

11. In conjunction with Settlement, on June 12, 2024, the Garcia PAGA Action and the Ayala Class Action were consolidated with the lower numbered Herrera Class Action as the lead action.

12. On March 6, 2025, my office submitted the Settlement to the LWDA pursuant to Lab. Code § 2699(1)(2).

Counsel's Qualifications

13. Aegis Law Firm prosecutes wage and hour cases, including class actions on behalf of employees and others who have had their rights violated. Aegis, either on its own, or with co-counsel is currently serving as plaintiffs' counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court. Aegis will fairly, adequately, and zealously continue to protect the interests of the Class.

14. The attorneys working on this case have been appointed class counsel in many cases, through both contested motions and settlement approval motions.

15. Aegis has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and former non-exempt workers' on issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant workers' rest period claims); *Sawyer v. Retail Data*,

1 *LLC*, Orange County Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest
2 break claims for piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County
3 Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for non-
4 exempt employees); *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento County
5 Superior Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest
6 break, and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange
7 County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and unreimbursed
8 expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court, Case No.
9 BC539614 (unpaid overtime, meal period and rest break claims for call center employees); *Kent v.*
10 *Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633 (minimum
11 wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East West Bank*,
12 Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure to include
13 bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast Kansas, Inc.*
14 *et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and expense
15 reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County Superior Court,
16 Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in
17 regular rate of pay and failure to provide meal and rest periods to hospital workers), *Grana v. Toys R*
18 *US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims
19 for unpaid wages and failure to provide meal periods and rest breaks to retail employees); *Mendez v.*
20 *H.J. Heinz Company, L.P., et. al*, Orange County Superior Court, Case No. 30-2013-00644915-CU-OE-
21 CXC (failure to pay all wages to factory workers due to rounding practice); *Fresh & Easy Wage and*
22 *Hour Cases*, Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods
23 to supermarket workers); *Lunsford v Stater Bros.*, Riverside Superior Court, Case No. RIC 1104475
24 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo*, Riverside Superior
25 Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to misclassification
26 of newspaper delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange
27 County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar
28 positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles Superior Court, Case No. BC441359 (failure to

1 provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los
2 Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest
3 periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal
4 periods and reimburse expenses of therapists). All cases cited above were successfully resolved for the
5 plaintiff classes.

6 16. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he
7 received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University of
8 California at Berkeley in 1997.

9 17. After graduation from law school in 2001, the same year in which Mr. Wong took and
10 successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles, California
11 where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in the employment
12 department at Paul Hastings, he was involved in numerous wage and hour class action lawsuits and
13 other employment related matters.

14 18. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused his
15 practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong represented
16 and obtained successful outcomes for his clients, including awards through arbitration and trial.

17 19. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial
18 Lawyers Association, and California Employment Lawyers Association.

19 20. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star,
20 representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013, and
21 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017, and 2018.
22 Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC Metro in 2014,
23 2015, and 2018.

24 21. Kashif Haque received his J.D. in 2001 from Washington University School of Law.
25 While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article
26 published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's
27 List. He received a Bachelor's of Science in Business Administration from the University of Central
28 Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

1 22. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's employment
2 litigation with a specific focus on wage and hour claims. Since then, he has represented over 500,000
3 employees with their employment claims, many of which included wage and hour claims. He has been
4 appointed class counsel in approximately 100 cases and is currently litigating over 150 employment
5 wage and hour class action cases.

6 23. Mr. Haque authored a book on employment litigation strategies with West Publishing
7 and has been invited to speak on class action and wage and hour issues on numerous occasions. He has
8 spoken at seminars by the State Bar of California, California Employment Lawyer's Association
9 (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former
10 Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected
11 as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a
12 Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of
13 the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to
14 2018.

15 24. I am a partner at Aegis Law Firm. I was admitted to the California Bar in December of
16 2011, and received my J.D. from Santa Clara University School of Law and my B.A. from the University
17 of California, Berkeley. I have dedicated my career to plaintiffs' side class actions. My experience
18 includes successful work on class action appeals, class certification motions, and class settlements. I
19 was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top
20 2.5% of lawyers under 40 in Southern California from 2018-2021.

21 25. Fawn Bekam is a former Senior Associate at Aegis Law Firm. Ms. Bekam is a graduate
22 of University of California, Irvine School of Law, where she received her J.D. in 2015. She received
23 her B.A. from University of California, Los Angeles in 2012. While in law school, Ms. Bekam was a
24 recipient of numerous honors, including multiple Dean's Awards, Dean's Merit Scholarship, and pro
25 bono graduation honors. Also during law school, she externed for Judge Di Cesare of the Orange County
26 Superior Court, was a research assistant to Dean Erwin Chemerinsky, and participated in three semesters
27 of the Immigrants Rights Clinic as a certified law student.

26. Based on this experience, Plaintiffs' Counsel believe the Settlement is fair, reasonable, adequate, and in the best interest of the Class Members.

27. Aegis Law Firm has performed significant work and expended litigation costs in prosecuting the matter with no guarantee of any payment.

28. At final approval, Plaintiffs' Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs.

Exhibits

29. A true and correct copy of the PAGA notice that my office sent on behalf of Plaintiff Herrera to the LWDA and Defendant on November 30, 2021 is attached hereto as **Exhibit A**.

30. A true and correct copy of the LWDA's confirmation that my office submitted the Settlement Agreement is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2025 at Irvine, California.


Jessica L. Campbell

EXHIBIT A



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

November 30, 2021

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for St. Paul's Episcopal Home, Inc.:
Randall Sanner
328 Maple St.
San Diego, CA 92103

Re: Fernando G. Herrera v. St. Paul's Episcopal Home, Inc.

Dear Labor and Workforce Development Agency; St. Paul's Episcopal Home, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by St. Paul's Episcopal Home, Inc. ("St. Paul's") and the facts and theories in support of said allegations. This firm represents Fernando G. Herrera ("Claimant"); we hereby notify you that Claimant intends to seek penalties against St. Paul's under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by St. Paul's

The specific provisions of the Labor Code allegedly violated by St. Paul's and the provisions under which Claimant submits this correspondence include the following: §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against St. Paul's

Claimant and other aggrieved employees worked for St. Paul's in California as non-exempt employees. Claimant was employed by St. Paul's in California within the past year.

During the past year, St. Paul's failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were interrupted during their meal periods, were required to work through their meal periods, were required to remain on call and therefore on-duty during meal periods, such as by company cell phone or radio, were subject to supervisors changing their time punches,

were locked out for 30 minutes and therefore unable to record short meal periods, and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive all lawful meal periods. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, St. Paul's violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation. To the extent premiums were paid, they did not include bonuses in the regular rate of pay.

St. Paul's failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required to work through their rest periods, were required to remain on call during rest periods such as by carrying and answering cell phones or radios, were interrupted during rest periods, were discouraged from taking their rest periods, and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, St. Paul's violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees. To the extent premiums were paid, they did not include bonuses in the regular rate of pay.

St. Paul's failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to St. Paul's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, including but not limited to for on-call time, cell phone and email communications, and during meal periods. To the extent such work performed off-the-clock entitled employees to pay at the legal minimum wage rate or at the overtime rate of pay, St. Paul's failed to pay Claimant and other aggrieved all minimum and overtime wages for these hours. Additionally, St. Paul's failed to include bonuses or other incentive pay in the overtime rate, sick pay (Labor Code Section 246), and vacation pay (Labor Code Section 227.3), thereby underpaying Claimant and other aggrieved employees.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of St. Paul's. For example, Claimant and aggrieved employees incurred expenses, such as those associated with working from home, including but not limited to, home internet use, as well as personal cell phone use required by St. Paul's. As such, St. Paul's violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, St. Paul's violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for

which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations; and included non-working hours in the total hours worked or list total hours paid rather than total hours worked, among other violations.

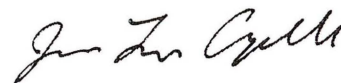
St. Paul's violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, St. Paul's violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with St. Paul's due to the above violations and because vacation pay failed to include bonuses or other incentive pay (in violation of Labor Code sections 201, 202, 203, 204, and 227.3). Additionally, to the extent security guards or other employees were entitled to weekly pay, St. Paul's failed to pay those employees on a weekly basis in violation of Labor Code section 201.3.

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of himself and all other aggrieved employees against St. Paul's. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com

Attorneys for Fernando G. Herrera, individually,
and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

FERNANDO G. HERRERA, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

ST. PAUL'S EPISCOPAL HOME, INC.;
and DOES 1 through 20, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment; and
8. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Fernando G. Herrera, individually and on behalf of others similarly situated,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Fernando G. Herrera (“Plaintiff”) brings this putative class action against
5 defendants St. Paul’s Episcopal Home, Inc., and DOES 1 through 20, inclusive (“Defendants”),
6 on Plaintiff’s own behalf and on behalf of a putative class of California citizens who are and
7 were employed by Defendants as non-exempt employees throughout California.

8 2. Defendants operate retirement communities throughout California.

9 3. Through this action, Plaintiff alleges Defendants engaged in a systematic pattern
10 of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
12 competition.

13 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) failing to pay all wages (including minimum wages and overtime wages);
- 16 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 17 (c) failing to authorize or permit lawful rest breaks or provide compensation
18 in lieu thereof;
- 19 (d) failing to reimburse necessary business-related costs;
- 20 (e) failing to provide accurate itemized wage statements; and
- 21 (f) failing to pay all wages due upon separation of employment.

22 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
23 others similarly situated in California to recover, among other things, unpaid wages, un-
24 reimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, and
25 penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, 510, 512,
26 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802, and Code of California Civil Procedure §
27 1021.5.

JURISDICTION AND VENUE

6. This is a class action pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, has sufficient minimum contacts in California, or otherwise intentionally avails themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a citizen of California and worked for Defendants during the relevant time periods as alleged herein.

11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ACTION ALLEGATIONS

18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

19. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

20. Plaintiff's proposed class consists of and is defined as follows:

1 Class

2 All California citizens currently or formerly employed by Defendants as non-
3 exempt employees in the State of California at any time between June 5, 2017¹
4 and the date of class certification (“Class”).

5 21. Plaintiff also seeks to certify the following subclasses of employees:

6 Waiting Time Subclass

7 All members of the Class who separated their employment with Defendants at any
8 time between June 5, 2018 and the date of class certification (“Waiting Time
9 Subclass”).

10 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
11 subclasses, or modify or re-define any class or subclass definition as appropriate based on
12 investigation, discovery, and specific theories of liability.

13 23. Members of the Class and the Waiting Time Subclass described above will be
14 collectively referred to as “Class Members.”

15 24. There are common questions of law and fact as to the Class Members that
16 predominate over any questions affecting only individual members including, but not limited to,
17 the following:

18 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
19 (including minimum wages and overtime wages) for all hours worked by
20 Plaintiff and Class Members.

21 (b) Whether Defendants required Plaintiff and Class Members to work over
22 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
23 (40) hours per week and failed to pay them proper overtime compensation
24 for all overtime hours worked.

25
26
27 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
28 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- 1 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
2 periods or required Plaintiff and Class Members to work through meal
3 periods without legal compensation.
- 4 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
5 or required Plaintiff and Class Members to work through rest breaks.
- 6 (e) Whether Defendants failed to reimburse Plaintiff and Class Members for
7 necessary business-related costs expended for the benefit of Defendant.
- 8 (f) Whether Defendants failed to provide Plaintiff and Class Members
9 accurate itemized wage statements.
- 10 (g) Whether Defendants failed to timely pay the Waiting Time Subclass all
11 wages due upon termination or within seventy-two (72) hours of
12 resignation.
- 13 (h) Whether Defendants' conduct was willful or reckless.
- 14 (i) Whether Defendants engaged in unfair business practices in violation of
15 Business and Professions Code §§ 17200, *et seq.*

16 25. There is a well-defined community of interest in this litigation and the proposed
17 Class and subclasses are readily ascertainable:

18 (a) Numerosity: The Class Members are so numerous that joinder of all
19 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
20 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
21 identities of the Class Members are readily ascertainable by inspection of Defendants'
22 employment and payroll records.

23 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
24 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
25 provisions of California's wage and hour laws entitled each Class Member to similar pay,
26 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
27 sustained by the Class Members, because they arise out of and are caused by Defendants'
28 common course of conduct as alleged herein.

1 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
2 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
3 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
4 class counsel, are competent and experienced in litigating large employment class actions and
5 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
6 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
7 costs that have been and will be necessarily expended for the prosecution of this action for the
8 substantial benefit of the Class Members.

9 (d) Superiority: The nature of this action makes use of class action
10 adjudication superior to other methods. A class action will achieve economies of time, effort, and
11 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
12 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
13 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
14 to efficiently manage this case as a class action.

15 (e) Public Policy Considerations: Employers in the State of California violate
16 employment and labor laws every day. Current employees are often afraid to assert their rights
17 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
18 because they believe their former employers might damage their future endeavors through
19 negative references and/or other means. Class actions provide class members who are not named
20 in the complaint with a type of anonymity that allows for the vindication of their rights while
21 affording them privacy protections.

22 **GENERAL ALLEGATIONS**

23 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
24 California citizens as non-exempt employees throughout California at Defendants' California
25 business location(s).

26 27. Defendants continue to employ non-exempt employees within California.

27 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who

1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Class Members were entitled to receive wages for all time
5 worked (including minimum wages and overtime wages) and that they were not receiving all
6 wages earned for work that was required to be performed. In violation of the Labor Code and
7 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
8 wages and overtime wages) for all hours worked, including, but not limited to requiring Plaintiff
9 and Class Members to work off-the-clock, and failing to include bonuses or other incentive pay
10 in overtime paid to Plaintiff and Class Members.

11 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and Class Members were entitled to receive all required meal
13 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
14 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
15 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal periods
16 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of
17 pay when they did not receive a timely, uninterrupted meal period.

18 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
20 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
21 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage
22 Orders, Plaintiff and Class Members did not receive all rest breaks or payment of one (1)
23 additional hour of pay at Plaintiff's and Class Members' regular rate of pay when a rest break
24 was missed, late, or interrupted.

25 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and Class Members were entitled to reimbursement and/or
27 indemnification for all necessary business expenditures or losses as a direct consequence of the
28 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the

1 Labor Code and IWC Wage Orders, Plaintiff and Class Members incurred necessary business
2 expenses or losses, such as personal cell phone expenses and expenses incurred while working
3 from home, among other expenses, but were not reimbursed nor indemnified of such expenses or
4 losses that were incurred as a direct consequence of the discharge of their duties, or of their
5 obedience to the directions of Defendants.

6 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and Class Members were entitled to receive itemized wage
8 statements that accurately showed the following information pursuant to the Labor Code: (1)
9 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
10 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
11 deductions, provided that all deductions made on written orders of the employee may be
12 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
13 which the employee is paid; (7) the name of the employee and only the last four digits of his or
14 her social security number or an employee identification number other than a social security
15 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
16 hourly rates in effect during the pay period and the corresponding number of hours worked at
17 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members
18 were not provided with accurate itemized wage statements.

19 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that the Waiting Time Subclass was entitled to timely payment of wages due
21 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did
22 not receive payment of all wages within the permissible time periods.

23 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants
25 had the financial ability to pay such compensation but willfully, knowingly, and intentionally
26 failed to do so in order to increase Defendants' profits.

27 36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
28 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover,

1 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal
2 period premium payments, unpaid rest period premium payments, unreimbursed business
3 expenditures, interest, attorneys' fees, penalties, costs, and expenses.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES**

6 (Violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; Violation of IWC Wage Order §3-4)

7 37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
10 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
11 wage than the minimum so fixed is unlawful.

12 39. Plaintiff and Class Members were employees entitled to the protections of Labor
13 Code §§ 1194 and 1197.

14 40. During the relevant time period, Defendants failed to pay Plaintiff and Class
15 Members all wages owed when Defendants did not pay for all hours worked, including, but not
16 limited to, hours spent working off-the-clock, among others.

17 41. During the relevant time period, Defendants failed to pay at least minimum wage
18 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

19 42. Defendants' failure to pay Plaintiff and Class Members the required minimum
20 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
21 Members are entitled to recover the unpaid balance of their minimum wage compensation as
22 well as interest, costs, and attorneys' fees.

23 43. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
24 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
25 interest thereon.

26 **SECOND CAUSE OF ACTION**

27 **FAILURE TO PAY OVERTIME**

28 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

1 44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
2 though fully set forth herein.

3 45. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
4 unlawful to employ persons without compensating them at a rate of pay either one and one-half
5 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
6 worked by the person on a daily or weekly basis.

7 46. Specifically, the applicable IWC Wage Orders provide that Defendants were and
8 are required to pay overtime compensation to Plaintiff and Class Members at the rate of one and
9 one-half times (1½) their regular rate of pay when working and for all hours worked in excess of
10 eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8)
11 hours of work on the seventh day of work in a workweek.

12 47. The applicable IWC Wage Orders further provide that Defendants were and are
13 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
14 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
15 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

16 48. California Labor Code § 510 codifies the right to overtime compensation at one
17 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
18 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
19 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
20 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
21 seventh day of work in a workweek.

22 49. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
23 of more than six days in a workweek is only permissible if the employer pays proper overtime
24 compensation as set forth herein.

25 50. Plaintiff and Class Members were employees entitled to the protections of
26 California Labor Code §§ 510 and 1194.

27 51. During the relevant time period, Defendants required Plaintiff and Class Members
28 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh

consecutive day of work, entitling them to overtime wages.

52. During the relevant time period, Defendants failed to pay Plaintiff and Class Members overtime wages for all overtime hours worked when Defendants failed to pay for time spent working off-the-clock, and failing to properly calculate the overtime rate, among other reasons. To the extent these hours qualify for the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime wages. Further, when Defendants paid overtime wages, they were sometimes miscalculated because, among other reasons, Defendants did not include all non-discretionary pay in the calculation.

53. In violation of California law, Defendants knowingly and willfully refused to perform its obligations and compensate Plaintiff and Class Members for all wages earned and all hours worked.

54. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

55. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

57. Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

58. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will

1 complete the day's work the meal period may be waived by mutual consent of the employer and
2 the employee."

3 59. Labor Code § 512(a) provides that an employer may not require, cause, or permit
4 an employee to work for a period of more than five (5) hours per day without providing the
5 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
6 the total work period per day of the employee is not more than six (6) hours, the meal period may
7 be waived by mutual consent of both the employer and the employee.

8 60. Labor Code § 512(a) also provides that an employer may not employ an employee
9 for a work period of more than ten (10) hours per day without providing the employee with a
10 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
11 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
12 employer and the employee only if the first meal period was not waived.

13 61. During the relevant time period, Plaintiff and Class Members did not receive
14 compliant meal periods for working more than five (5) and ten (10) hours per day because their
15 meal periods were missed, late, short, interrupted, and/or they were not permitted to take a
16 second meal period.

17 62. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
18 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
19 compensation for each work day that a compliant meal period is not provided.

20 63. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
21 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
22 and section 11 of the applicable IWC Wage Order.

23 64. As a result of Defendants' failure to pay Plaintiff and Class Members an
24 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
25 Class Members suffered and continue to suffer a loss of wages and compensation.

26 **FOURTH CAUSE OF ACTION**

27 **FAILURE TO PERMIT REST BREAKS**

28 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

1 65. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
2 though fully set forth herein.

3 66. Labor Code § 226.7(a) provides that no employer shall require an employee to
4 work during any rest period mandated by the IWC Wage Orders.

5 67. Section 12 of the applicable IWC Wage Order states “[e]very employer shall
6 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
7 the middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the
8 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
9 fraction thereof[,]” unless the total daily work time is less than three and one-half (3½) hours.

10 68. During the relevant time period, Plaintiff and Class Members did not receive a ten
11 (10) minute rest period for every four (4) hours or major fraction thereof worked, including
12 working in excess of ten (10) hours in a day, because they were required to work through their
13 rest periods and/or were not authorized to take their rest periods.

14 69. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
15 an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
16 compensation for each work day that a compliant rest period is not provided.

17 70. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest
18 period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code §
19 226.7(b) and section 12 of the applicable IWC Wage Order.

20 71. As a result of Defendants’ failure to pay Plaintiff and Class Members an
21 additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class
22 Members suffered and continue to suffer a loss of wages and compensation.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

25 (Violation of Labor Code §§ 2800, 2802)

26 72. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
27 though fully set forth herein.

73. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

74. Labor Code § 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer”

75. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

76. Labor Code § 2802(c) states that “[f]or purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

77. During the relevant time period, Plaintiff and Class Members incurred necessary business-related costs that were not fully reimbursed by Defendants, including, but not limited to personal cell phone expenses and expenses incurred while working from home, among other expenses.

78. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or indemnify Plaintiff and Class Members for their expenses due to Defendants' knowing and intentional failure to reimburse necessary business expenditures in connection with Plaintiff's and Class Members' work and job duties.

79. As a direct result, Plaintiff and Class Members have suffered and continue to suffer losses, and therefore seek complete reimbursement and indemnification of necessary business expenditures or losses, interest thereon at the required rate, and all reasonable costs in enforcing the rights under Labor Code § 2802, including, but not limited to attorneys' fees.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226; Violation of IWC Wage Order)

1 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
2 though fully set forth herein.

3 81. Labor Code § 226(a) requires Defendants to provide each employee with an
4 accurate wage statement in writing showing nine pieces of information, including, the following:
5 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
6 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
7 deductions, provided that all deductions made on written orders of the employee may be
8 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
9 which the employee is paid, (7) the name of the employee and the last four digits of his or her
10 social security number or an employee identification number other than a social security number,
11 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
12 rates in effect during the pay period and the corresponding number of hours worked at each
13 hourly rate by the employee.

14 82. During the relevant time period, Defendants has knowingly and intentionally
15 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
16 and Class Members. The deficiencies include, among other things, the failure to correctly state
17 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
18 number of hours worked at each hourly rate by Plaintiff and Class Members.

19 83. As a result of Defendants' knowing and intentional failure to comply with Labor
20 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
21 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
22 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
23 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
24 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
25 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
26 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
27 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
28 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses

1 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
2 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
3 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

4 84. Plaintiff and Class Members are entitled to recover from Defendant the greater of
5 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
6 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
7 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
8 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

9 85. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
10 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
11 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
12 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
13 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
14 to proof at trial.

15 SEVENTH CAUSE OF ACTION

16 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

17 (Violation of Labor Code §§ 201, 202, 203, 227.3)

18 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
19 though fully set forth herein.

20 87. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
21 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
22 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
23 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
24 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to
25 his or her wages at the time of quitting.

26 88. During the relevant time period, Defendants willfully failed to pay the Waiting
27 Time Subclass all their earned wages upon termination, including, but not limited to, proper
28 minimum wage and overtime compensation, meal period premiums, and rest period premiums

1 either at the time of discharge or within seventy-two (72) hours of their leaving Defendants'
2 employ.

3 89. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the
4 time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in
5 violation of Labor Code §§ 201 and 202.

6 90. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
7 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
8 the wages of the employee shall continue as a penalty from the due date at the same rate until
9 paid or until an action is commenced; but the wages shall not continue for more than thirty (30)
10 days.

11 91. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
12 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members'
13 regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a
14 maximum of thirty (30) days.

15 EIGHTH CAUSE OF ACTION

16 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

17 (Violation of Business and Professions Code §§ 17200, *et seq.*)

18 92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
19 though fully set forth herein.

20 93. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
21 unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice . .
22 . . ."

23 94. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
24 be predicated on a violation of any state or federal law. In the instant case, Defendants' policies
25 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
26 suffer injuries-in-fact.

27 95. Defendants' policies and practices violated state law in at least the following
28 respects:

- 1 (a) Failing to pay all wages earned (including minimum wage and overtime
2 wages) to Plaintiff and Class Members at the proper rate in violation of
3 Labor Code §§ 204, 246, 510, 1182.12, 1194, 1194.2, 1197, and 1198.
- 4 (b) Failing to provide compliant meal periods without paying Plaintiff and
5 Class Members premium wages at the correct rate for every day said meal
6 periods were not provided in violation of Labor Code §§ 226.7 and 512.
- 7 (c) Failing to authorize or permit compliant rest breaks without paying
8 Plaintiff and Class Members premium wages at the correct rate for every
9 day said rest breaks were not authorized or permitted in violation of Labor
10 Code § 226.7.
- 11 (d) Failing to reimburse Plaintiff and Class Members for necessary business-
12 related expenses in violation of Labor Code §§ 2800 and 2802.
- 13 (e) Failing to provide Plaintiff and Class Members with accurate itemized
14 wage statements in violation of Labor Code § 226.
- 15 (f) Failing to timely pay all earned wages to the members of the Waiting
16 Time Subclass upon separation of employment in violation of Labor Code
17 §§ 201, 202, 203, and 227.3.

18 96. As alleged herein, Defendants systematically engaged in unlawful conduct in
19 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
20 (minimum and overtime wages), failing to provide meal periods and rest breaks or
21 compensation in lieu thereof, failing to reimburse necessary business-related costs and
22 expenses, failing to furnish accurate wage statements, and failing to pay all wages due and
23 owing upon separation of employment in a timely manner to the Waiting Time Subclass, all in
24 order to decrease their costs of doing business and increase their profits.

25 97. At all relevant times herein, Defendants held themselves out to Plaintiff and Class
26 Members as being knowledgeable concerning the labor and employment laws of California.

27 98. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and
28 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of

1 doing business in order to undercut their competitors and establish and/or gain a greater
2 foothold in the marketplace.

3 99. By violating the foregoing statutes and regulations as herein alleged, Defendants'
4 acts constitute unfair and unlawful business practices under California Business and Professions
5 Code §§ 17200, *et seq.*

6 100. As a result of the unfair and unlawful business practices of Defendants as alleged
7 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and
8 restitution in an amount to be shown according to proof at trial.

9 101. Plaintiff seeks to enforce important rights affecting the public interest within the
10 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged
11 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members,
12 and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class
13 Members are entitled to an award of attorneys' fees pursuant to California Code of Civil
14 Procedure § 1021.5.

15 **PRAYER FOR RELIEF**

16 On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays
17 for relief and judgment against Defendants, jointly and severally, as follows:

- 18 1. For certification under California Code of Civil Procedure § 382 of the proposed
19 Class and any other appropriate subclass;
- 20 2. For appointment of Fernando G. Herrera as class representative;
- 21 3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
- 22 4. For compensatory damages in an amount according to proof at trial;
- 23 5. For an award of damages in the amount of unpaid compensation including, but
24 not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
- 25 6. For economic and/or special damages in an amount according to proof at trial;
- 26 7. For liquidated damages pursuant to Labor Code § 1194.2;
- 27 8. For statutory penalties to the extent permitted by law, including those pursuant to
28 the Labor Code and IWC Wage Orders;

1 9. For injunctive relief as provided by the California Labor Code and California
2 Business and Professions Code §§ 17200, *et seq.*;

3 10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

4 11. For an order requiring Defendants to restore and disgorge all funds to each
5 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair,
6 or fraudulent and, therefore, constituting unfair competition under Business and Professions
7 Code §§ 17200, *et seq.*;

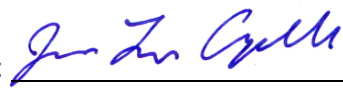
8 12. For pre-judgment interest;

9 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
10 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
11 226(e), and 1194; and

12 14. For such other relief as the Court deems just and proper.

13
14 Dated: November 30, 2021

AEGIS LAW FIRM, PC

15
16 By: 
17 Jessica L. Campbell
18 Attorneys for Plaintiff Fernando G. Herrera

19 **DEMAND FOR JURY TRIAL**

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

21
22 Dated: November 30, 2021

AEGIS LAW FIRM, PC

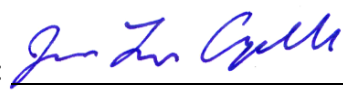
23
24 By: 
25 Jessica L. Campbell
26 Attorneys for Plaintiff Fernando G. Herrera
27
28

EXHIBIT B

From: [DIR PAGA Unit](#)
To: acarlsen@aegislawfirm.com
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, March 6, 2025 8:44:19 AM

03/06/2025 08:43:59 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm