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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BRYAN BENTLEY, PRISCILLA
PORTILLO, on behalf of themselves and on
behalf of all similarly situated individuals,

Plaintiffs,

v.

AIM FOR INDEPENDENCE SUPPORTIVE
SERVICES, a California corporation, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: 22STCV08978

*Assigned to the Hon. David S. Cunningham,
Dept. 11*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PAY ALL MINIMUM
AND OVERTIME WAGES (LABOR
CODE §§ 510, 1194 AND 1194.2)**

**2. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 4-2001)**

**3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7, 510,
512 AND 1194; IWC WAGE ORDER 4-
2001)**

**4. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**

**5. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF
EMPLOYMENT (LABOR CODE §§ 201-
203)**

**6. FAILURE TO REIMBURSE ALL
BUSINESS EXPENSES (LABOR CODE §
2802)**

7. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200

8. CIVIL PENALTIES PURSUANT TO LABOR CODE § 2698 ET SEQ. FOR VIOLATIONS OF LABOR CODE §§ 201-202, 226(a), 226.7, 510, 512, 1194, AND 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

DEMAND FOR JURY TRIAL

Complaint Filed: March 14, 2022

Plaintiffs BRYAN BENTLEY (“Bentley”) and PRISCILLA PORTILLO (“Portillo”) (collectively, Bentley and Portillo are referred to as the “Plaintiffs”), individually and on behalf of all similarly situated individuals, (the “Class” or “Plaintiff’s Class”), and on behalf of the general public, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complain of AIM FOR INDEPENDENCE SUPPORTIVE SERVICES, a California corporation, and/or any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”), and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiffs and all other employees who work or formerly worked for Defendants.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”), Defendants have had a consistent policy of failing to pay all minimum and overtime wages due to Class I and II Members (as defined below), provide legally compliant meal and rest periods, or compensation in lieu thereof to Class I and II Members, reimburse Class I and II Members all business expenses, timely pay Class I and II Members wages due at separation of employment, and issue Class I and II Members accurately itemized wage statements.

3. Plaintiffs, on behalf of themselves members of each Class, bring this action pursuant to Labor Code §§ 201-203, 226(a), 226(e), 226.7, 510, 512, 1194, and 1194.2 seeking compensation

1 for all unpaid wages, meal and rest period premium wages, unpaid business expenses, liquidated
2 damages, statutory penalties, injunctive and other equitable relief, and reasonable attorneys' fees and
3 costs.

4 4. Plaintiffs, on behalf of themselves and members of each Class, pursuant to Business
5 & Professions Code §§ 17200-17208, also seek injunctive relief, restitution, and disgorgement of all
6 benefits Defendants enjoyed from their failure to pay all wages and expense reimbursement due.

7 5. Plaintiffs, on behalf of themselves and all aggrieved employees pursuant to Labor Code
8 §§ 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

9 6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
10 because Defendants employed Plaintiffs in Los Angeles County, California.

11 II.

12 PARTIES

13 A. Plaintiff

14 7. Plaintiff BRYAN BENTLEY was employed by Defendants from January 2019 to
15 December 2021 as an exempt-classified employee and performed work for Defendants in Los
16 Angeles County, California.

17 8. Plaintiff PRISCILLA PORTILLO was employed by Defendants from 2019 to
18 December 2021 as a non-exempt employee and performed work for Defendants in Los Angeles
19 County, California.

20 9. During their work with Defendants, Plaintiffs were:

- 21 a. Willfully denied the payment of all minimum and overtime wages due;
- 22 b. Willfully denied all meal and rest periods or compensation in lieu thereof;
- 23 c. Willfully denied accurately itemized wage statements;
- 24 d. Willfully denied the payment of all expense reimbursement due; and
- 25 e. Willfully denied the payment of all wages due upon separation of employment.

26 B. Defendants

27 10. Defendant AIM FOR INDEPENDENCE SUPPORTIVE SERVICES is a California
28 corporation that employed Plaintiffs in Los Angeles County, California.

11. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

12. Plaintiffs are informed and believe, and based thereon allege, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, 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 Defendants.

13. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action on behalf of themselves, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent the following classes composed of and defined as follows:

CLASS I

All persons employed as exempt-classified employees of Defendants in California at any time since the date four years preceding the filing of this Action and continuing through the present.

CLASS II

All persons employed as non-exempt employees by Defendants in California at any time since the date four years preceding the filing of this Action and continuing through the present.

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1 15. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend or
2 modify these class descriptions with greater specificity or further division into subclasses or limitation
3 to particular issues.

4 16. This action has been brought and may properly be maintained as a class action under
5 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
6 interest in the litigation and each proposed Class is easily ascertainable.

7 **A. Numerosity**

8 17. The potential members of each Class as defined are so numerous that joinder of all
9 class members is impracticable. While the precise number of members of each Class has not been
10 ascertained at this time, Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 currently employ, and during the relevant time periods employed, over 75 persons in the State of
12 California who fall within the Class definitions.

13 18. Accounting for employee turnover during the relevant period necessarily increases this
14 number. Plaintiffs allege Defendants' employment records would provide information as to the
15 number and location of members of each Class. Joinder of members of each Class is not practicable.

16 **B. Commonality**

17 19. There are questions of law and fact common to each Class that predominate over any
18 questions affecting only individual class members. These common questions of law and fact include,
19 without limitation:

- 20 a. Whether Defendants failed to pay all minimum and overtime wages due to
21 Plaintiffs and Class I and II Members, in violation of Labor Code §§ 510, 1194,
22 and 1194.2;
- 23 b. Whether Defendants failed to properly provide rest periods, or compensation
24 in lieu thereof to Plaintiffs and Class I and II Members, in violation of Labor
25 Code § 226.7, and IWC Wage Order 4-2001;
- 26 c. Whether Defendants failed to properly provide meal periods, or compensation
27 in lieu thereof to Plaintiffs and Class I and II Members, in violation of Labor
28 Code §§ 226.7, 510, 512 and 1194, and IWC Wage Order 4-2001;

- d. Whether Defendants failed to provide Plaintiffs and Class I and II Members with accurately itemized wage statements, in accordance with Labor Code § 226(a), (e);
- e. Whether Defendants failed to timely pay Plaintiffs and Class I and II Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203;
- f. Whether Defendants failed to reimburse Plaintiffs and Class I and II Members for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802; and
- g. Whether Plaintiffs and Class I and II Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

20. The claims of the named Plaintiffs are typical of the claims of members of each Class. Plaintiffs and members of each Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

21. Plaintiffs will fairly and adequately represent and protect the interests of members of each Class. Counsel who represents Plaintiffs are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

22. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed members of each Class is not practicable, and questions of law and fact common to each proposed Class predominate over any questions affecting only individual members of each proposed Class. Each member of the proposed Classes has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

23. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this
2 action that would preclude its maintenance as a class action.

3 **IV.**

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **PLAINTIFFS AND CLASS I AND II AGAINST ALL DEFENDANTS**

7 **FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES**

8 **(LABOR CODE §§ 510, 1194 AND 1194.2)**

9 24. Plaintiffs incorporate paragraphs 1 through 23 of this Complaint as though fully set
10 forth herein.

11 25. During the liability period, Defendants misclassified Plaintiff Bentley and Class I
12 Members as exempt employees even though they did not perform the requisite job duties or meet any
13 exempt classification, as required by Labor Code §§ 510 and 1194 and IWC Wage Order 4-2001 (nor
14 were they paid twice the applicable minimum wage even if they met the exempt qualifications).
15 Plaintiffs allege that Defendants misclassified Plaintiff Bentley and Class I Members as exempt
16 because their primary job duties did not consist of managing employees or performing primarily
17 administrative, executive, or professional tasks, or otherwise qualify for any other exemption. As a
18 result of their misclassification, when Plaintiff Bentley and Class I Members worked in excess of
19 eight (8) hours in a workday or in excess of forty (40) hours in a workweek, they were not paid proper
20 overtime wages of one-and-one-half times the regular rate of pay, nor were they paid twice the regular
21 rate of pay for all hours worked in excess of twelve (12) in a workday. Plaintiffs allege this claim on
22 behalf of themselves and Class I Members. These failures to pay all wages due constitute violations
23 of Labor Code §§ 510 and 1194 and IWC Wage Order 4-2001.

24 26. Furthermore, Defendants failed to pay Plaintiff Portillo and Class II Members all
25 minimum and overtime wages earned, in violation of Labor Code §§ 510, 1194 and 1194.2.
26 Defendants paid Plaintiff Portillo and Class II Members straight time wages only, with no adjustment
27 for premium overtime wages. Specifically, Ms. Portillo and Class II Members would work in excess
28 of 8 hours per day and 40 hours per week, but were never properly compensated for work performed

1 in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
2 workweek at a rate of no less than one and one-half times the regular rate of pay. In addition, Plaintiffs
3 allege that towards the end of their employment, their timecards were adjusted to include an unpaid
4 meal period despite them never clocking out or even taking a meal period. These instances violate
5 Labor Code §§ 510, 1194, and 1194.2.

6 27. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due,
7 Plaintiffs and members of each Class have been deprived of wages in amounts to be determined at
8 trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys'
9 fees, and costs, pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor Code §
10 1194.2.

11 Wherefore, Plaintiffs and each Class they seek to represent request relief as described below.

12 **V.**

13 **SECOND CAUSE OF ACTION**

14 **PLAINTIFFS AND CLASS I AND II AGAINST ALL DEFENDANTS**

15 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

16 **(LABOR CODE § 226.7 AND IWC WAGE ORDER 4-2001)**

17 28. Plaintiffs incorporate paragraphs 1 through 27 of this Complaint as though fully set
18 forth herein.

19 29. Plaintiffs and Class I and II Members are entitled to one hour of pay for each day that
20 Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and
21 IWC Wage Order 4-2001.

22 30. Defendants failed to pay premium wages to Plaintiffs and Class I and II Members who
23 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 4-2001. Plaintiffs
24 and Class I and II Members were routinely unable to take a 10-minute rest period for every four (4)
25 hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each
26 missed rest period. Plaintiff Bentley rarely, if ever, took a rest period because he was not authorized
27 to do so. Plaintiff Portillo was denied rest periods because Defendants' human resources and Plaintiff
28 Portillo's director told her that there was no one to relieve her, and therefore, if she wanted to take a

1 rest period, she would have to take it while supervising her client/customer. Plaintiffs also further
2 allege that they were impermissibly required to remain on the company premises during their rest
3 periods. These instances violate Labor Code § 226.7 and IWC Wage Order No. 4-2001.

4 31. Pursuant to Labor Code § 226.7 and IWC Wage Order 4-2001, Plaintiffs seek the
5 payment of all rest period compensation which they and members of each Class are owed for four
6 years preceding the filing of this Action, according to proof.

7 Wherefore, Plaintiffs and each Class they seek to represent request relief as described below.

8 **VI.**

9 **THIRD CAUSE OF ACTION**

10 **PLAINTIFFS AND CLASS I AND II AGAINST ALL DEFENDANTS**

11 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**
12 **(LABOR CODE §§ 226.7, 510, 512, 558, 1174, 1174.5, AND 1194 AND IWC WAGE ORDER**
13 **4-2001)**

14 32. Plaintiffs incorporate paragraphs 1 through 31 of this Complaint as though fully set
15 forth herein.

16 33. Plaintiffs and Class I and II Members are entitled to one hour of pay for each day that
17 Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7
18 and 512 and IWC Wage Order 4-2001.

19 34. Defendants failed to pay premium wages to Plaintiffs and Class I and II Members who
20 were denied meal periods, in violation of Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage
21 Order 4-2001. Plaintiffs and Class I and II Members were routinely denied, and not authorized to
22 take, an uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in
23 duration, and a second meal period when they worked shifts greater than ten hours, but were not paid
24 premium wages of one hour's pay for each missed meal period. Plaintiff Bentley almost never took
25 a meal period because he was not authorized to do so. Plaintiff Portillo was flatly denied meal periods
26 because both Defendants' human resources and Plaintiff Portillo's director told her that there was no
27 one to relieve her, and therefore, if she wanted to take a meal period, she would have to take it while
28 supervising her client/customer. Plaintiffs further allege that they were also impermissibly required

1 to remain on the company premises during their meal periods, thereby subjecting them to Defendants'
2 control and are therefore entitled to be paid for this time, which they were not. Defendants also failed
3 to maintain meal period records showing the start and stop time of meal periods. These instances
4 violate Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194 and IWC Wage Order 4-2001.

5 35. Pursuant to Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194 and IWC
6 Wage Order 4-2001, Plaintiffs seek the payment of all meal period compensation and unpaid wages
7 which they and members of each Class are owed for four years preceding the filing of this Action,
8 according to proof.

9 Wherefore, Plaintiffs and each Class they seek to represent request relief as described below.

10 **VII.**

11 **FOURTH CAUSE OF ACTION**

12 **PLAINTIFFS AND CLASS I AND II AGAINST ALL DEFENDANTS**

13 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

14 **EMPLOYEE WAGE STATEMENT PROVISIONS**

15 **(LABOR CODE § 226(a), (e))**

16 36. Plaintiffs incorporate paragraphs 1 through 35 of this Complaint as though fully set
17 forth herein.

18 37. Section 226(a) of the California Labor Code requires Defendants to provide wage
19 statements to employees. In those wage statements, Defendants must provide an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)
21 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
22 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
24 for which the employee is paid, (7) the name of the employee and only the last four digits of his or
25 her social security number or an employee identification number other than a social security number,
26 (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates
27 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
28

1 the employee. Defendants have knowingly and intentionally failed to comply with Labor Code §
2 226(a).

3 38. Defendants failed to issue Plaintiffs and Class I and II Members wage statements that
4 fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above,
5 Plaintiffs and Class I and II Members are not paid all minimum wages, overtime wages, and meal and
6 rest period premium wages. As such, the wage statements provided by Defendants fail to accurately
7 state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked, in violation
8 of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours worked,
10 in violation of Labor Code § 226(a)(9).

11 39. As a consequence of Defendants' willful conduct in failing to provide Class I and II
12 Members with accurate itemized wage statements, Plaintiffs and Class I and II Members have been
13 injured because they have not been paid all wages due and were issued wage statements which do not
14 reflect, and fail to state, all information required by Labor Code § 226(a). The missing information
15 cannot be discerned at all from the face of the wage statements themselves. Plaintiffs and Class I and
16 II Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all
17 actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee
18 for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per
19 employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code
20 § 226(h).

21 Wherefore, Plaintiffs and each Class they seek to represent request relief as described below.

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VIII.
FIFTH CAUSE OF ACTION
PLAINTIFFS AND CLASS I AND II AGAINST ALL DEFENDANTS
FAILURE TO TIMELY PAY WAGES DUE AT
SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)

40. Plaintiffs incorporate paragraphs 1 through 39 of this Complaint as though fully set forth herein.

41. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

42. Defendants paid Plaintiffs and Class I and II Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiffs and Class I and II Members were not paid all wages due and owing throughout the course of their employment, including all minimum and overtime wages and premium wages for missed and denied meal and rest periods, as detailed above. Consequently, at the time of their separation from employment with Defendants, they were not paid all final wages due and owing for the entirety of their employment.

43. More than 30 days have passed since Plaintiffs and Class I and II Members have left Defendants' employ.

44. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiffs and Class I and II Members are entitled to up to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

Wherefore, Plaintiffs and each Class they seek to represent request relief as described below.

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IX.

SIXTH CAUSE OF ACTION

PLAINTIFFS AND CLASS I AND II AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE EXPENSES

(LABOR CODE § 2802)

45. Plaintiffs incorporate paragraphs 1 through 44 of this Complaint as though fully set forth herein.

46. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse Plaintiffs and Class I and II Members for all out-of-pocket expenses incurred by them in the performance of their job duties.

47. Plaintiffs and Class I and II Members were required use their personal car while working for Defendants, but were not fully reimbursed by Defendants for these expenses.

48. As a proximate result of the aforementioned violations, Plaintiffs and Class I and II Members have been damaged in an amount according to proof at the time of trial.

49. Pursuant to Labor Code § 2802, Plaintiffs and Class I and II Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiffs and each Class they seek to represent request relief as described below.

X.

SEVENTH CAUSE OF ACTION

PLAINTIFFS AND CLASS I AND II AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

50. Plaintiffs incorporate paragraphs 1 through 49 of this Complaint as though fully set forth herein.

51. This is a Class Action for Unfair Business Practices. Plaintiffs, on their own behalf and on behalf of the general public, and on behalf of others similarly situated, bring this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged

1 in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general
2 public, and members of each Class. Plaintiffs seek to enforce important rights affecting the public
3 interest within the meaning of Code of Civil Procedure § 1021.5.

4 52. Plaintiffs are each a “person” within the meaning of Business & Professions Code §
5 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and
6 other appropriate equitable relief.

7 53. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
8 practices.

9 54. Wage and hour laws express fundamental public policies. Properly providing
10 employees with all wages due and expense reimbursement is a fundamental public policy of this State
11 and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
12 vigorously minimum labor standards, to ensure that employees are not required or permitted to work
13 under substandard and unlawful conditions, and to protect law-abiding employers and its employees
14 from competitors who lower their costs by failing to comply with minimum labor standards.

15 55. Defendants have violated statutes and public policies. Through the conduct alleged
16 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
17 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
18 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiffs,
19 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
20 guaranteed to all employees under law.

21 56. Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of
22 §17200 *et seq.* of the Business & Professions Code.

23 57. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
24 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
25 17200 *et seq.* of the Business & Professions Code.

26 58. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs and others
27 similarly situated have been damaged in a sum as may be proven.

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59. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiffs and members of each Class to the money Defendants have unlawfully failed to pay.

XI.

EIGHTH CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201-202, 226(a), 226.7, 510, 512, 1194 AND 2802 AND PURSUANT TO LABOR
CODE §2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

60. Plaintiffs incorporate paragraphs 1 through 59 of this Complaint as though fully set forth herein.

61. As a result of the acts alleged above, including the Labor Code violations set forth herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.*

62. For each such violation, Plaintiffs and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201-202, 226(a), 226.7, 510, 512, 1194, and 2802; and

b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

63. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

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64. On March 9, 2022, Plaintiffs sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA within sixty-five (65) calendar days of March 9, 2022. Plaintiffs may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 et seq.

Wherefore, Plaintiffs and the aggrieved employees they seek to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For compensatory damages and liquidated damages pursuant to Labor Code §§ 1194 and 1194.2, respectively, in the amount of all unpaid overtime and minimum wages due to Plaintiffs and members of Class I and II;

2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiffs and Class I and II Members, pursuant to Labor Code §§ 226.7 and 512;

3. For penalties pursuant to Labor Code § 226(e) for Plaintiffs and Class I and II Members;

4. For penalties pursuant to Labor Code § 203 for Plaintiffs and Class I and II Members;

5. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs and all other Aggrieved Employees;

6. For reimbursement of all expenses incurred by Plaintiffs and Class I and II Members pursuant to Labor Code § 2802;

7. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiffs and Class I and II Members;

8. An award providing for payment of costs of suit pursuant to Labor Code § 226(h) and other applicable law;

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1 9. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 2699(g)(1) and 2802
2 and other applicable law;

3 10. An award of prejudgment and post-judgment interest; and

4 11. Such other and further relief as this Court may deem just and proper.

5 Dated: May 13, 2022

Respectfully submitted,

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7 GAINES & GAINES
A Professional Law Corporation

8 By: Daniel F. Gaines
9 DANIEL F. GAINES
EVAN S. GAINES
10 Attorney for Plaintiffs

11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

13 Dated: May 13, 2022

Respectfully submitted,

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15 GAINES & GAINES
A Professional Law Corporation

16 By: Daniel F. Gaines
17 DANIEL F. GAINES
18 EVAN S. GAINES
19 Attorney for Plaintiffs
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1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to
3 the within action; my business address is 4550 E. Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On May 13, 2022, I served the foregoing document described **FIRST AMENDED CLASS AND**
6 **REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by placing a true copy thereof
enclosed in sealed envelopes addressed as follows:

7 **AIM FOR INDEPENDENCE SUPPORTIVE SERVICES,**
8 **a California corporation**
9 **24404 S Vermont Ave, Suite 220**
10 **West Carson, CA 90710**

11 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
12 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
and processing correspondence for mailing. It is deposited with United States postal service on that
13 same day in the ordinary course of business. I am aware that on motion of party served, service is
presumed invalid if postal cancellation date or postage meter date is more that one day after date of
deposit for mailing in affidavit.

14 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
authorized carrier or driver authorized by the express carrier to receive documents.

15 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____, at Westlake Village, California, I served the
above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule
2008 of the California Rules of Court. The telephone number of the sending facsimile machine was
16 (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (916) 920-4402. A
transmission report was properly issued by the sending facsimile machine, and the transmission was
17 reported as complete and without error. Copies of the facsimile transmission cover sheet and the
transmission report are attached to this proof of service.

18 _____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
19 delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

20 _____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
21 transmission via email on the counsel of record listed above.

22 I certify that the above document was printed on recycled paper.

23 I declare under penalty of perjury that the foregoing is true and correct.

24 Executed on May 13, 2022, at Westlake Village, California.

25 Beatriz Franco
26 BEATRIZ FRANCO
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