

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 JEFFREY P. JACKSON, SBN 290364
E-Mail jeff@dombrauchwerger.com
4 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
5 Pasadena, California 91106
Telephone: (213) 537-9225

6
7 Attorneys for Plaintiff,
ESMERALDA MAKEN

8 *Additional Counsel on Next Page*

9 DEBRA ELLWOOD MEPPEN (SBN: 183885)
dmeppen@grsm.com
10 PETER CHOI (SBN: 249482)
pchoi@grsm.com
11 CECILIA HONG (SBN: 308227)
chong@grsm.com
12 **GORDON REES SCULLY MANSUKHANI, LLP**
633 West Fifth Street, 52nd floor
13 Los Angeles, CA 90071
Tel: (213) 576-5000 / Fax: (213) 680-4470

14 Attorneys for Defendant
15

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF LOS ANGELES**

18 ESMERALDA MAKEN, individually, and on
19 behalf of other members of the general public
similarly situated;

20 Plaintiff,

21 vs.

22 ASCENCIA, a California corporation; and
23 DOES 1 through 100, inclusive

24 Defendants.
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FILED
Superior Court of California
County of Los Angeles

06/22/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

CASE NO. 22STCV13406
[Assigned for All Purposes to Hon. David S.
Cunningham III, Dept. 11]

CLASS ACTION

**STIPULATION AND ~~[PROPOSED]~~
ORDER FOR LEAVE TO FILE FIRST
AMENDED COMPLAINT**

1 ARBY AIWAZIAN, SBN 269827
Email: arby@calljustice.com
2 JOANNA GHOSH, SBN 272479
Email: joanna@calljustice.com
3 BRIAN J. ST. JOHN, SBN 304112
Email: brian@calljustice.com
4 SELENA MATAVOSIAN, SBN 348044
Email: selena@calljustice.com
5 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
6 Glendale, California 91203
Telephone: 818-265-1020
7
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TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD;

Plaintiff Esmeralda Maken (“Plaintiff Maken”), on behalf of herself and all others similarly situated, by and through her attorney of record, and Defendant Ascencia (“Defendant”), by and through their attorneys of record hereby stipulate as follows:

I. RECITALS

1. Plaintiff Maken, on behalf of herself and all others similarly situated, filed her Class Action Complaint against Defendant in this Court on April 21, 2022 as Action No. 22STCV13406 (the “*Maken v. Ascencia* Class Action Matter”).

2. Plaintiff Maken, individually and on behalf of other aggrieved employees, submitted a letter to the Labor and Workforce Development Agency alleging various violations of the California Labor Code on March 7, 2022. A copy of this letter was also sent to Defendant via U.S. Mail and to their counsel via email.

3. Plaintiff Maken, individually and on behalf of other aggrieved employees, filed a Representative Action Complaint alleging a cause of action for violations of California Labor Code § 2698 (the Private Attorneys General Act of 2004) against Defendant in the Los Angeles County Superior Court on May 11, 2022 and entitled Los Angeles County Superior Court Case No. 22GDCV00217 (the “*Maken v. Ascencia* PAGA Matter”);

4. Both the *Maken v. Ascencia* Class Action Matter and the *Maken v. Ascencia* PAGA Matter stem from the same alleged unpaid wages and other various Labor Code violations;

5. The Parties have negotiated joint settlement of both the *Maken v. Ascencia* Class Action Matter and the *Maken v. Ascencia* PAGA Matter after engaging in private mediation; and

6. The Parties desire to put the proposed settlement of the class claims and the Private Attorneys General Act claims before the same Court by filing a First Amended Complaint (“Amended Complaint”) in this Action. The proposed Amended Complaint shall add a cause of action for violations of California Labor Code § 2698 (the Private Attorneys General Act of 2004) and include the allegations contained in Plaintiff’s LWDA letter. The proposed First Amended Complaint will relate back to the originally filed Complaint in case number 22GDCV00217 and shall be filed for settlement approval proposes.

1 **IT IS THEREFORE STIPULATED AND AGREED AS FOLLOWS:**

2 1. Plaintiff is permitted to file the attached Amended Complaint (see **Exhibit 1** to this
3 stipulation and proposed Order) in this Action and the Amended Complaint will be considered
4 filed as of the date this Order is signed. The Amended Complaint shall add a cause of action for
5 violations of California Labor Code § 2698 (the Private Attorneys General Act of 2004). The
6 Parties agree that as it pertains to the new cause of action for violation of California Labor Code
7 § 2698 (the Private Attorneys General Act of 2004), the Parties will be bound by the statute of
8 limitations and/or deadlines that are applicable in the *Maken v. Ascencia PAGA Matter*. The
9 amendment of the operative complaint in the *Maken v. Ascencia Class Action Matter* shall have
10 no impact on the calculation of the applicable PAGA period for the claims currently set forth in
11 the *Maken v. Ascencia PAGA Matter* which will be added to the *Maken v. Ascencia Class Action*
12 *Matter*.

13 2. Plaintiff Maken will dismiss the *Maken v. Ascencia PAGA Matter* within two (2)
14 court days after the Effective Date is triggered following the Court's grant of final approval of the
15 Parties' settlement. The Effective Date means the date by when both of the following have
16 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
17 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
18 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
19 (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline
20 for filing a notice of appeal from the Judgment has expired, provided a timely appeal is not filed;
21 or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the
22 Judgment and issues a remittitur, provided that the Settlement is not materially modified.

23 This stipulation is without prejudice to any other rights that any party may have.

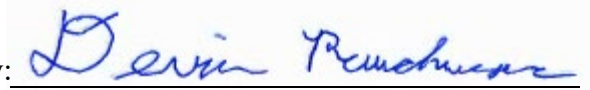
24 **IT IS SO STIPULATED.**

25
26 **[SIGNATURES ON THE NEXT PAGE]**
27
28

1 Dated: June 20, 2023

DOMB & RAUCHWERGER LLP,

2
3 By:



4 ZACK I. DOMB
5 DEVIN RAUCHWERGER
6 JEFFREY JACKSON
7 Attorneys for Plaintiff Esmeralda Maken

8 Dated: June 16, 2023

**GORDON REES SCULLY
MANSUKHANI, LLP**

9
10 By: /s/ Peter Choi (authorized on 6/16/23)

11 DEBRA ELLWOOD MEPPEN
12 PETER CHOI
13 CECILIA HONG
14 Attorneys for Defendant Ascencia
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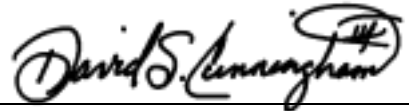
~~PROPOSED~~ ORDER

GOOD CAUSE HAVING BEEN SHOWN THEREFORE, it is ordered:

1. Plaintiffs are permitted to file the attached Amended Complaint in this Action (see **Exhibit 1** to this stipulation and proposed Order) and the Amended Complaint shall be considered filed as of the date this Order is signed.

IT IS SO ORDERED.

Dated: 06/22/2023



HON. DAVID S. CUNNINGHAM III
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 JEFFREY P. JACKSON, SBN 290364
E-Mail jeff@dombrauchwerger.com
4 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
5 Pasadena, California 91106
Telephone: (213) 537-9225
6

7 ARBY AIWAZIAN, SBN 269827
Email: arby@calljustice.com
8 JOANNA GHOSH, SBN 272479
Email: joanna@calljustice.com
9 BRIAN J. ST. JOHN, SBN 304112
Email: brian@calljustice.com
10 SELENA MATAVOSIAN, SBN 348044
Email: selena@calljustice.com
11 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
12 Glendale, California 91203
Telephone: 818-265-1020
13

14 *Attorneys for Plaintiff*

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

17 ESMERALDA MAKEN, individually, and
18 on behalf of other members of the general
public similarly situated, and as an aggrieved
19 employee and Private Attorney General,

20 Plaintiff,

21 vs.

22 ASCENCIA, a California corporation; and
DOES 1 through 100, inclusive,

23 Defendants.
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27
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Case No.: 22STCV13406

**FIRST AMENDED CLASS ACTION AND
PAGA COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);

- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ESMERALDA MAKEN (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and as a private attorney general and on behalf of other aggrieved employees, alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. Plaintiff’s First through Tenth Causes of Action are brought as a class action on behalf of themselves and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff’s Eleventh Cause of Action is brought as a representative action on behalf of Plaintiff and certain other current and former employees of Defendant against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the

1 Superior Court and will be established according to proof at trial.

2 4. This Court has jurisdiction over this action pursuant to the California
3 Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in
4 all other causes” except those given by statute to other courts. The statutes under which this
5 action is brought do not specify any other basis for jurisdiction.

6 5. This Court has jurisdiction over Defendant because, upon information and
7 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or
8 otherwise intentionally avails itself of the California market so as to render the exercise of
9 jurisdiction over it by California courts consistent with traditional notions of fair play and
10 substantial justice.

11 6. Venue is proper in this Court because, upon information and belief, Defendant
12 maintains offices, has agents, employs individuals, and/or transacts business in the State of
13 California, County of Los Angeles. The majority of acts and omissions alleged herein relating
14 to Plaintiff and the other class members took place in the State of California, including the
15 County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve
16 center” within the State of California, County of Los Angeles.

17 **PARTIES**

18 7. Plaintiff ESMERALDA MAKEN is an individual residing in the State of
19 California, County of Los Angeles.

20 8. Defendant ASCENCIA, at all times herein mentioned, was and is, upon
21 information and belief, a California corporation and, at all times herein mentioned, an
22 employer whose employees are engaged throughout the State of California, including the
23 County of Los Angeles.

24 9. At all relevant times, Defendant ASCENCIA was the “employer” of Plaintiff
25 within the meaning of all applicable California laws and statutes.

26 10. At all times herein relevant, Defendants ASCENCIA and DOES 1 through 100,
27 and each of them, were the agents, partners, joint venturers, joint employers, representatives,
28 servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other,

1 and at all times relevant hereto were acting within the course and scope of their authority as
2 such agents, partners, joint venturers, joint employers, representatives, servants, employees,
3 successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly
4 committed with the ratification, knowledge, permission, encouragement, authorization and/or
5 consent of each defendant designated as a DOE herein.

6 11. The true names and capacities, whether corporate, associate, individual or
7 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue
8 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
9 information and belief alleges, that each of the defendants designated as a DOE is legally
10 responsible for the events and happenings referred to in this Complaint, and unlawfully
11 caused the injuries and damages to Plaintiff and the other class members as alleged in this
12 Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names
13 and capacities when the same have been ascertained.

14 12. Defendant ASCENCIA and DOES 1 through 100 will hereinafter collectively be
15 referred to as “Defendants.”

16 13. Plaintiff further alleges that Defendants directly or indirectly controlled or
17 affected the working conditions, wages, working hours, and conditions of employment of
18 Plaintiff and the other class members so as to make each of said Defendants employers liable
19 under the statutory provisions set forth herein.

20 **CLASS ACTION ALLEGATIONS**

21 14. Plaintiff bring this action on her own behalf and on behalf of all other members
22 of the general public similarly situated, and, thus, seeks class certification under California
23 Code of Civil Procedure section 382.

24 15. The proposed class is defined as follows:

25 16. All current and former hourly-paid or non-exempt employees who worked for
26 any of the Defendants within the State of California at any time during the period from four
27 years preceding the filing of this Complaint to final judgment and who reside in California.
28 Plaintiff reserves the right to establish additional subclasses as appropriate.

1 17. The class is ascertainable and there is a well-defined community of interest in
2 the litigation:

- 3 a. Numerosity: The class members are so numerous that joinder of all class
4 members is impracticable. The membership of the entire class is
5 unknown to Plaintiff at this time; however, the class is estimated to be
6 greater than fifty (50) individuals and the identity of such membership is
7 readily ascertainable by inspection of Defendants' employment records.
- 8 b. Typicality: Plaintiff's claims are typical of all other class members' as
9 demonstrated herein. Plaintiff will fairly and adequately protect the
10 interests of the other class members with whom she has a well-defined
11 community of interest.
- 12 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
13 each class member, with whom she has a well-defined community of
14 interest and typicality of claims, as demonstrated herein. Plaintiff has no
15 interest that is antagonistic to the other class members. Plaintiff's
16 attorneys, the proposed class counsel, are versed in the rules governing
17 class action discovery, certification, and settlement. Plaintiff has
18 incurred, and during the pendency of this action will continue to incur,
19 costs and attorneys' fees, that have been, are, and will be necessarily
20 expended for the prosecution of this action for the substantial benefit of
21 each class member.
- 22 d. Superiority: A class action is superior to other available methods for the
23 fair and efficient adjudication of this litigation because individual joinder
24 of all class members is impractical.
- 25 e. Public Policy Considerations: Certification of this lawsuit as a class
26 action will advance public policy objectives. Employers of this great
27 state violate employment and labor laws every day. Current employees
28 are often afraid to assert their rights out of fear of direct or indirect

1 retaliation. However, class actions provide the class members who are
2 not named in the complaint anonymity that allows for the vindication of
3 their rights.

4 18. There are common questions of law and fact as to the class members that
5 predominate over questions affecting only individual members. The following common
6 questions of law or fact, among others, exist as to the members of the class:

- 7 f. Whether Defendants' failure to pay wages, without abatement or
8 reduction, in accordance with the California Labor Code, was willful;
- 9 g. Whether Defendants' had a corporate policy and practice of failing to
10 pay their hourly-paid or non-exempt employees within the State of
11 California for all hours worked and missed (short, late, interrupted, on-
12 call and/or missed altogether) meal periods and rest breaks in violation
13 of California law and paid premium wages for the same at the correct
14 regular rate of pay;
- 15 h. Whether Defendants required Plaintiff and the other class members to
16 work over eight (8) hours per day and/or over forty (40) hours per week
17 and failed to pay the legally required minimum wages and overtime
18 compensation to Plaintiff and the other class members, including for
19 payment of off-the-clock work, recorded work, and actual time that was
20 unlawfully rounded;
- 21 i. Whether Defendants deprived Plaintiff and the other class members of
22 meal and/or rest periods or required Plaintiff and the other class
23 members to work during meal and/or rest periods without compensation;
- 24 j. Whether Defendants failed to pay minimum and overtime wages to
25 Plaintiff and the other class members for all hours worked,
26 including for payment of off-the-clock work, recorded work, and actual
27 time that was unlawfully rounded;
- 28 k. Whether Defendants failed to pay for overtime, and meal and rest

break premiums at the correct regular rate of pay

- l. Whether class members were forced to work seven consecutive days in a workweek without being paid any premium wages therefore in violation of Labor Code sections 551 and 552,
- m. Whether class members were denied payment for reporting time pay in violation of the applicable wage order and Labor Code section 1198;
- n. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- o. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- p. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- q. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- r. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- s. Whether Defendants' conduct was willful or reckless;
- t. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- u. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- v. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

19. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

1 20. At all times herein set forth, PAGA provides that any provision of law under the
2 California Labor Code that provides for a civil penalty to be assessed and collected by the
3 LWDA for violations of the California Labor Code may, as an alternative, be recovered
4 through a civil action brought by an aggrieved employee on behalf of herself and other current
5 or former employees pursuant to procedures outlined in California Labor Code section
6 2699.3.

7 21. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
8 employee,” who is any person that was employed by the alleged violator and against whom
9 one or more of the alleged violations was committed.

10 22. Plaintiff was employed by Defendants and the alleged violation was committed
11 against her during her time of employment and she is, therefore, an aggrieved employee.
12 Plaintiff and the other employees are “aggrieved employees” as defined by California Labor
13 Code section 2699(c) in that they are all current or former employees of Defendants, and one
14 or more of the alleged violations were committed against them.

15 23. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
16 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
17 following requirements have been met:

18 a. The aggrieved employee shall give written notice by online submission
19 (hereinafter “Employee’s Notice”) to the Labor & Workforce
20 Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail
21 to the employer of the specific provisions of the California Labor Code
22 alleged to have been violated, including the facts and theories to support
23 the alleged violations.

24 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not
26 intend to investigate the alleged violation within sixty (60) calendar days
27 of the postmark date of the Employee’s Notice. Upon receipt of the
28 LWDA Notice, or if the LWDA Notice is not provided within sixty-five

(65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On March 7, 2022, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant ASCENCIA of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

25. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

26. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

27. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately June 2021 to approximately September 2021, in the State of California, County of Los Angeles.

28. Defendants hired Plaintiff, the Class Members, and the Aggrieved Employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks, including for the reasons described above.

29. Defendants had the authority to hire and terminate Plaintiff, the Class Members, and the Aggrieved Employees, to set work rules and conditions governing Plaintiff, the Class Members, and the Aggrieved Employees' employment, and to supervise their daily employment activities.

1 30. Defendants exercised sufficient authority over the terms and conditions of
2 Plaintiff, the Class Members, and the Aggrieved Employees' employment for them to be joint
3 employers of Plaintiff, the Class Members, and the Aggrieved Employees.

4 31. Defendants directly hired and paid wages and benefits to Plaintiff, the Class
5 Members, and the Aggrieved Employees.

6 32. Defendants continue to employ hourly-paid or non-exempt employees within the
7 State of California.

8 33. Plaintiff, the Class Members, and the Aggrieved Employees worked over eight
9 (8) hours in a day, and/or forty (40) hours in a week during their employment with
10 Defendants.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
13 employees within the State of California. This pattern and practice involved, *inter alia*,
14 failing to pay them for all regular and/or overtime wages earned and for missed meal periods
15 and rest breaks in violation of California law, including for the reasons described above.

16 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
18 were entitled to receive certain wages for overtime compensation and that they were not
19 receiving accurate overtime compensation for all overtime hours worked, including for the
20 reasons described above.

21 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 failed to provide Plaintiff, the Class Members, and the Aggrieved Employees all required rest
23 and meal periods during the relevant time period as required under the Industrial Welfare
24 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

25 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
27 were entitled to receive all meal periods or payment of one additional hour of pay at
28 Plaintiff's, the Class Members', and the Aggrieved Employees' regular rate of pay when a

1 meal period was missed, and they did not receive all meal periods or payment of one
2 additional hour of pay at Plaintiff's, the Class Members', and the Aggrieved Employees'
3 regular rate of pay when a meal period was missed.

4 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
6 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's,
7 the Class Members', and the Aggrieved Employees' regular rate of pay when a rest period
8 was missed, and they did not receive all rest periods or payment of one additional hour of pay
9 at Plaintiff's, the Class Members', and the Aggrieved Employees' regular rate of pay when a
10 rest period was missed.

11 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
13 were entitled to receive at least minimum wages for compensation and that they were not
14 receiving at least minimum wages for all hours worked, including for the reasons described
15 above.

16 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
18 were entitled to receive all wages owed to them upon discharge or resignation, including
19 overtime and minimum wages and meal and rest period premiums, and they did not, in fact,
20 receive all such wages owed to them at the time of their discharge or resignation, including
21 for the reasons described above.

22 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
24 were entitled to receive all wages owed to them during their employment. Plaintiff, the Class
25 Members, and the Aggrieved Employees did not receive payment of all wages, including
26 overtime and minimum wages and meal and rest period premiums, within any time
27 permissible under California Labor Code section 204., including for the reasons described
28 above.

1 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
3 were entitled to receive complete and accurate wage statements in accordance with California
4 law, but, in fact, they did not receive complete and accurate wage statements from
5 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
6 hours worked by Plaintiff, the Class Members, and the Aggrieved Employees, the correct
7 rates of pay, all net wages earned, the correct date range for all wages earned but not paid,
8 among other required disclosures pursuant to Labor Code section 226.

9 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Defendants had to keep complete and accurate payroll
11 records for Plaintiff, the Class Members, and the Aggrieved Employees in accordance with
12 California law, but, in fact, did not keep complete and accurate payroll records.

13 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff, the Class Members, and the Aggrieved Employees
15 were entitled to reimbursement for necessary business-related expenses.

16 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that they had a duty to compensate Plaintiff, the Class Members,
18 and the Aggrieved Employees pursuant to California law, and that Defendants had the
19 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed
20 to do so, and falsely represented to Plaintiff, the Class Members, and the Aggrieved
21 Employees that they were properly denied wages, all in order to increase Defendants' profits.

22 46. During the relevant time period, Defendants failed to pay overtime wages to
23 Plaintiff, the Class Members, and the Aggrieved Employees for all overtime hours worked.
24 Plaintiff, the Class Members, and the Aggrieved Employees were required to work more than
25 eight (8) hours per day and/or forty (40) hours per week without overtime compensation for
26 all overtime hours worked.

27 47. During the relevant time period, Defendants failed to provide all requisite
28 uninterrupted meal and rest periods to Plaintiff, the Class Members, and the Aggrieved

Employees.

48. During the relevant time period, Defendants failed to pay Plaintiff, the Class Members, and the Aggrieved Employees at least minimum wages for all hours worked.

49. During the relevant time period, Defendants failed to pay Plaintiff, the Class Members, and the Aggrieved Employees all wages owed to them upon discharge or resignation.

50. During the relevant time period, Defendants failed to pay Plaintiff, the Class Members, and the Aggrieved Employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

51. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff, the Class Members, and the Aggrieved Employees.

52. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff, the Class Members, and the Aggrieved Employees.

53. During the relevant time period, Defendants failed to reimburse Plaintiff, the Class Members, and the Aggrieved Employees for all necessary business-related expenses and costs.

54. During the relevant time period, Defendants failed to properly compensate Plaintiff, the Class Members, and the Aggrieved Employees pursuant to California law in order to increase Defendants' profits.

55. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against ASCENCIA and DOES 1 through 100)

56. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

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1 57. California Labor Code section 1198 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
3 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
4 rate of pay, depending on the number of hours worked by the person on a daily or weekly
5 basis.

6 58. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and the other class members employed by Defendants, and
8 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
9 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
10 than forty (40) hours in a workweek.

11 59. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiff and the other class members overtime compensation at a rate of two
13 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

20 61. During the relevant time period, Plaintiff and the other class members worked in
21 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

22 62. During the relevant time period, Defendants intentionally and willfully failed to
23 pay overtime wages owed to Plaintiff and the other class members.

24 63. Defendants’ failure to pay Plaintiff and the other class members the unpaid
25 balance of overtime compensation, as required by California laws, violates the provisions of
26 California Labor Code sections 510 and 1198, and is therefore unlawful.

27 64. Pursuant to California Labor Code section 1194, Plaintiff and the other class
28 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and

attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against ASCENCIA and DOES 1 through 100)

65. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

66. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

67. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

68. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

69. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

70. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods

1 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
2 minutes and/or rest period.

3 71. During the relevant time period, Plaintiff and the other class members who were
4 scheduled to work for a period of time in excess of six (6) hours were required to work for
5 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
6 (30) minutes and/or rest period.

7 72. During the relevant time period, Defendants intentionally and willfully required
8 Plaintiff and the other class members to work during meal periods and failed to compensate
9 Plaintiff and the other class members the full meal period premium for work performed during
10 meal periods.

11 73. During the relevant time period, Defendants failed to pay Plaintiff and the other
12 class members the full meal period premium due pursuant to California Labor Code section
13 226.7.

14 74. Defendants' conduct violates applicable IWC Wage Order and California Labor
15 Code sections 226.7 and 512(a).

16 75. Pursuant to applicable IWC Wage Order and California Labor Code section
17 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
18 additional hour of pay at the employee's regular rate of compensation for each work day that
19 the meal or rest period is not provided.

20 **THIRD CAUSE OF ACTION**

21 **(Violation of California Labor Code § 226.7)**

22 **(Against ASCENCIA and DOES 1 through 100)**

23 76. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
24 and every allegation set forth above.

25 77. At all times herein set forth, the applicable IWC Wage Order and California
26 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
27 employment by Defendants.

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1 78. At all relevant times, California Labor Code section 226.7 provides that no
2 employer shall require an employee to work during any rest period mandated by an applicable
3 order of the California IWC.

4 79. At all relevant times, the applicable IWC Wage Order provides that “[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period” and that the “rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof” unless the total daily work time is less than three and one-half
9 (3 ½) hours.

10 80. During the relevant time period, Defendants required Plaintiff and other class
11 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
12 rest period per each four (4) hour period worked.

13 81. During the relevant time period, Defendants willfully required Plaintiff and the
14 other class members to work during rest periods and failed to pay Plaintiff and the other class
15 members the full rest period premium for work performed during rest periods.

16 82. During the relevant time period, Defendants failed to pay Plaintiff and the other
17 class members the full rest period premium due pursuant to California Labor Code section
18 226.7.

19 83. Defendants’ conduct violates applicable IWC Wage Orders and California
20 Labor Code section 226.7.

21 84. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
23 additional hour of pay at the employees’ regular hourly rate of compensation for each work
24 day that the rest period was not provided.

25 **FOURTH CAUSE OF ACTION**

26 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

27 **(Against ASCENCIA and DOES 1 through 100)**

28 85. Plaintiffs incorporate by reference and re-allege as if fully stated herein each

1 and every allegation set forth above.

2 86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
3 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
4 than the minimum so fixed is unlawful.

5 87. During the relevant time period, Defendants failed to pay minimum wage to
6 Plaintiff and the other class members as required, pursuant to California Labor Code sections
7 1194, 1197, and 1197.1.

8 88. Defendants' failure to pay Plaintiff and the other class members the minimum
9 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant
10 to those sections Plaintiff and the other class members are entitled to recover the unpaid
11 balance of their minimum wage compensation as well as interest, costs, and attorney's fees,
12 and liquidated damages in an amount equal to the wages unlawfully unpaid and interest
13 thereon.

14 89. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
15 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
16 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
17 minimum wages.

18 90. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
19 members are entitled to recover liquidated damages in an amount equal to the wages
20 unlawfully unpaid and interest thereon.

21 **FIFTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 201 and 202)**

23 **(Against ASCENCIA and DOES 1 through 100)**

24 91. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
25 and every allegation set forth above.

26 92. At all relevant times herein set forth, California Labor Code sections 201 and
27 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
28 time of discharge are due and payable immediately, and if an employee quits his or her

1 employment, his or her wages shall become due and payable not later than seventy-two (72)
2 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
3 intention to quit, in which case the employee is entitled to his or her wages at the time of
4 quitting.

5 93. During the relevant time period, Defendants intentionally and willfully failed to
6 pay Plaintiff and the other class members who are no longer employed by Defendants their
7 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants'
8 employ.

9 94. Defendants' failure to pay Plaintiff and the other class members who are no
10 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
11 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
12 201 and 202.

13 95. California Labor Code section 203 provides that if an employer willfully fails to
14 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
15 shall continue as a penalty from the due date thereof at the same rate until paid or until an
16 action is commenced; but the wages shall not continue for more than thirty (30) days.

17 96. Plaintiff and the other class members are entitled to recover from Defendants the
18 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
19 pursuant to California Labor Code section 203.

20 **SIXTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 204)**

22 **(Against ASCENCIA and DOES 1 through 100)**

23 97. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
24 and every allegation set forth above.

25 98. At all times herein set forth, California Labor Code section 204 provides that all
26 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
27 any calendar month, other than those wages due upon termination of an employee, are due and
28 payable between the 16th and the 26th day of the month during which the labor was

1 performed.

2 99. At all times herein set forth, California Labor Code section 204 provides that all
3 wages earned by any person in any employment between the 16th and the last day, inclusive,
4 of any calendar month, other than those wages due upon termination of an employee, are due
5 and payable between the 1st and the 10th day of the following month.

6 100. At all times herein set forth, California Labor Code section 204 provides that all
7 wages earned for labor in excess of the normal work period shall be paid no later than the
8 payday for the next regular payroll period.

9 101. During the relevant time period, Defendants intentionally and willfully failed to
10 pay Plaintiff and the other class members all wages due to them, within any time period
11 permissible under California Labor Code section 204.

12 102. Plaintiff and the other class members are entitled to recover all remedies
13 available for violations of California Labor Code section 204.

14 **SEVENTH CAUSE OF ACTION**

15 **(Violation of California Labor Code § 226(a))**

16 **(Against ASCENCIA and DOES 1 through 100)**

17 103. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
18 and every allegation set forth above.

19 104. At all material times set forth herein, California Labor Code section 226(a)
20 provides that every employer shall furnish each of his or her employees an accurate itemized
21 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
22 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
23 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders
24 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
25 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
26 his or her social security number, (8) the name and address of the legal entity that is the
27 employer, and (9) all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate by the employee. The deductions

made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

105. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

106. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

107. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

108. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

109. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against ASCENCIA and DOES 1 through 100)

110. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

111. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are

1 employed, payroll records showing the hours worked daily by and the wages paid to, and the
2 number of piece-rate units earned by and any applicable piece rate paid to, employees
3 employed at the respective plants or establishments. These records shall be kept in
4 accordance with rules established for this purpose by the commission, but in any case shall be
5 kept on file for not less than two years.

6 112. Defendants have intentionally and willfully failed to keep accurate and complete
7 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
8 class members.

9 113. As a result of Defendants' violation of California Labor Code section 1174(d),
10 Plaintiff and the other class members have suffered injury and damage to their statutorily-
11 protected rights.

12 114. More specifically, Plaintiff and the other class members have been injured by
13 Defendants' intentional and willful violation of California Labor Code section 1174(d)
14 because they were denied both their legal right and protected interest, in having available,
15 accurate and complete payroll records pursuant to California Labor Code section 1174(d).

16 **NINTH CAUSE OF ACTION**

17 **(Violation of California Labor Code §§ 2800 and 2802)**

18 **(Against ASCENCIA and DOES 1 through 100)**

19 115. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
20 and every allegation set forth above.

21 116. Pursuant to California Labor Code sections 2800 and 2802, an employer must
22 reimburse its employee for all necessary expenditures incurred by the employee in direct
23 consequence of the discharge of his or her job duties or in direct consequence of his or her
24 obedience to the directions of the employer.

25 117. Plaintiff and the other class members incurred necessary business-related
26 expenses and costs that were not fully reimbursed by Defendants.

27 118. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
28 other class members for all necessary business-related expenses and costs.

1 119. Plaintiff and the other class members are entitled to recover from Defendants
2 their business-related expenses and costs incurred during the course and scope of their
3 employment, plus interest accrued from the date on which the employee incurred the
4 necessary expenditures at the same rate as judgments in civil actions in the State of California.

5 **TENTH CAUSE OF ACTION**

6 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

7 **(Against ASCENCIA and DOES 1 through 100)**

8 120. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
9 and every allegation set forth above.

10 121. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
12 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public
13 interest within the meaning of Code of Civil Procedure section 1021.5.

14 122. Defendants' activities as alleged herein are violations of California law, and
15 constitute unlawful business acts and practices in violation of California Business &
16 Professions Code section 17200, et seq.

17 123. A violation of California Business & Professions Code section 17200, et seq.
18 may be predicated on the violation of any state or federal law. In this instant case,
19 Defendants' policies and practices of requiring employees, including Plaintiff and the other
20 class members, to work overtime without paying them proper compensation violate California
21 Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of
22 requiring employees, including Plaintiff and the other class members, to work through their
23 meal and rest periods without paying them proper compensation violate California Labor
24 Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay
25 minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover,
26 Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other
27 class members as described herein violate the California Labor Code, including sections 201,
28 202 and 20, and all other Labor Code sections cited in this complaint. Defendants also

1 violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

2 124. As a result of the herein described violations of California law, Defendants
3 unlawfully gained an unfair advantage over other businesses.

4 125. Plaintiff and the other class members have been personally injured by
5 Defendants' unlawful business acts and practices as alleged herein, including but not
6 necessarily limited to the loss of money and/or property.

7 126. Pursuant to California Business & Professions Code sections 17200, et seq.,
8 Plaintiff and the other class members are entitled to restitution of the wages withheld and
9 retained by Defendants during a period that commences four years preceding the filing of this
10 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
11 1021.5 and other applicable laws; and an award of costs.

12 **ELEVENTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 2698, et seq.)**

14 **(Against ASCENCIA and DOES 1 through 100)**

15 127. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
16 and every allegation set forth above.

17 128. PAGA expressly establishes that any provision of the California Labor Code
18 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
19 departments, divisions, commissions, boards, agencies or employees for a violation of the
20 California Labor Code, may be recovered through a civil action brought by an aggrieved
21 employee on behalf of himself or herself, and other current or former employees.

22 129. Whenever the LWDA, or any of its departments, divisions, commissions,
23 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
24 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
25 assess a civil penalty.

26 130. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved
27 employees" as defined by California Labor Code section 2699(c) in that they are all current or
28 former employees of Defendants, and one or more of the alleged violations was committed

1 against them. Defendants' conduct violated Labor Code sections 201, 202, 203, 204, 210,
2 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

- 3 a. Penalties under California Labor Code section 2699 in the amount of a
4 hundred dollars (\$100) for each aggrieved employee per pay period for the
5 initial violation, and two hundred dollars (\$200) for each aggrieved
6 employee per pay period for each subsequent violation;
- 7 b. Penalties under California Code of Regulations Title 8 section 11010 et
8 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
9 pay period for the initial violation, and one hundred dollars (\$100) for
10 each aggrieved employee per pay period for each subsequent violation;
- 11 c. Penalties under California Labor Code section 210 in addition to, and
12 entirely independent and apart from, any other penalty provided in the
13 California Labor Code in the amount of a hundred dollars (\$100) for each
14 aggrieved employee per pay period for the initial violation, and two
15 hundred dollars (\$200) for each aggrieved employee per pay period for
16 each subsequent violation; and
- 17 d. Any and all additional penalties and sums as provided by the California
18 Labor Code and/or other statutes.

19 131. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
20 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
21 and Workforce Development Agency for the enforcement of labor laws and education of
22 employers and employees about their rights and responsibilities and twenty-five percent
23 (25%) to the aggrieved employees.

24 132. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
25 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
26 applicable statute.

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Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

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1 11. That the Court make an award to Plaintiff and the other class members of one
2 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
3 period was not provided;

4 12. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 13. For premium wages pursuant to California Labor Code section 226.7(c);

7 14. For pre-judgment interest on any unpaid wages from the date such amounts
8 were due;

9 15. For reasonable attorneys' fees and costs of suit incurred herein; and

10 16. For such other and further relief as the Court may deem just and proper.

11 **As to the Third Cause of Action**

12 17. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
14 rest periods to Plaintiff and the other class members;

15 18. That the Court make an award to Plaintiff and the other class members of one
16 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
17 period was not provided;

18 19. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 20. For premium wages pursuant to California Labor Code section 226.7(c);

21 21. For pre-judgment interest on any unpaid wages from the date such amounts
22 were due; and

23 22. For such other and further relief as the Court may deem just and proper.

24 **As to the Fourth Cause of Action**

25 23. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
27 Plaintiff and the other class members;

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1 24. For general unpaid wages and such general and special damages as may be
2 appropriate;

3 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
4 for Plaintiff and the other class members in the amount as may be established according to
5 proof at trial;

6 26. For pre-judgment interest on any unpaid compensation from the date such
7 amounts were due;

8 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
9 California Labor Code section 1194(a);

10 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

11 29. For such other and further relief as the Court may deem just and proper.

12 **As to the Fifth Cause of Action**

13 30. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
15 time of termination of the employment of Plaintiff and the other class members no longer
16 employed by Defendants;

17 31. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 32. For statutory wage penalties pursuant to California Labor Code section 203 for
20 Plaintiff and the other class members who have left Defendants' employ;

21 33. For pre-judgment interest on any unpaid compensation from the date such
22 amounts were due; and

23 34. For such other and further relief as the Court may deem just and proper.

24 **As to the Sixth Cause of Action**

25 35. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
27 by California Labor Code section 204 to Plaintiff and the other class members;

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1 36. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 37. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due; and

5 38. For such other and further relief as the Court may deem just and proper.

6 **As to the Seventh Cause of Action**

7 39. That the Court declare, adjudge and decree that Defendants violated the record
8 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
9 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
10 wage statements thereto;

11 40. For actual, consequential and incidental losses and damages, according to proof;

12 41. For statutory penalties pursuant to California Labor Code section 226(e);

13 42. For injunctive relief to ensure compliance with this section, pursuant to
14 California Labor Code section 226(h); and

15 43. For such other and further relief as the Court may deem just and proper.

16 **As to the Eighth Cause of Action**

17 44. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
19 for Plaintiff and the other class members as required by California Labor Code section
20 1174(d);

21 45. For actual, consequential and incidental losses and damages, according to proof;

22 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

23 47. For such other and further relief as the Court may deem just and proper.

24 **As to the Ninth Cause of Action**

25 48. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
27 class members for all necessary business-related expenses as required by California Labor
28 Code sections 2800 and 2802;

- 1 49. For actual, consequential and incidental losses and damages, according to proof;
2 50. For the imposition of civil penalties and/or statutory penalties;
3 51. For reasonable attorneys' fees and costs of suit incurred herein; and
4 52. For such other and further relief as the Court may deem just and proper.

5 **As to the Tenth Cause of Action**

6 53. That the Court decree, adjudge and decree that Defendants violated California
7 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
8 other class members all overtime compensation due to them, failing to provide all meal and
9 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages or
10 the applicable overtime rate of pay to Plaintiff and the other class members, failing to pay
11 Plaintiff's and the other class members' wages timely as required by California Labor Code
12 section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d),
13 2800 and 2802.

14 54. For restitution of unpaid wages to Plaintiff and all the other class members and
15 all pre-judgment interest from the day such amounts were due and payable;

16 55. For the appointment of a receiver to receive, manage and distribute any and all
17 funds disgorged from Defendants and determined to have been wrongfully acquired by
18 Defendants as a result of violation of California Business and Professions Code sections
19 17200, et seq.;

20 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
21 California Code of Civil Procedure section 1021.5;

22 57. For injunctive relief to ensure compliance with this section, pursuant to
23 California Business and Professions Code sections 17200, et seq.; and

24 58. For such other and further relief as the Court may deem just and proper

25 **As to the Eleventh Cause of Action**

26 59. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California
27 Labor Code

28 //

1 60. For the imposition of civil penalties pursuant to California Labor Code §§ 201,
2 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1,
3 1198, 2800 and 2802, and all other penalties allowed by the California Labor Code and/or
4 other applicable statutes; and,

5 61. For such other relief as the Court deems just and proper.

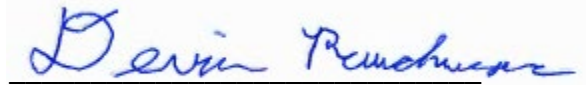
6 **DEMAND FOR JURY TRIAL**

7 Plaintiff, individually, and on behalf of other members of the general public similarly
8 situated, requests a trial by jury.

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11 Dated: June 20, 2023

DOMB & RAUCHWERGER LLP

12
13 By:



14 Zack I. Domb
15 Devin Rauchwerger
16 Jeffrey Jackson
17 *Attorneys for Plaintiff*
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I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 E. Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

Cecilia Hong, Esq. (chong@grsm.com) Attorneys for Defendant, Ascencia
 Peter Choi, Esq. (pchoi@grsm.com)
 Debra Ellwood Meppen, Esq. (dmeppen@gordonrees.com)
 Matthew Theriault, Esq. (mtheriault@grsm.com)
GORDON REES SCULLY MANSUKHANI, LLP
 633 West Fifth Street, 52nd floor
 Los Angeles, CA 90071

Arby Aiwarzian, Esq. (arby@calljustice.com) Attorneys for Plaintiffs
Edwin Aiwarzian, Esq. (edwin@calljustice.com)
Arman Marukyan, Esq. (arman@calljustice.com)
Elizabeth Parker-Fawley, Esq. (elizabeth@calljustice.com)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

x **[by ELECTRONIC SERVICE VIA CASEANYWHERE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

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

Executed June 20, 2023, at Rio Linda, California.

Jessica Delgado

Print Name _____

By:

Jessica Delgado
Signature

Signature _____