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Attorneys for Plaintiff, JESSICA WILLIAMS
 on behalf of herself and all others similarly situated

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

JESSICA WILLIAMS on behalf of herself and
 all others similarly situated

Plaintiff,

vs.

TWOMAGNETS INC. d/b/a CLIPBOARD
 HEALTH, a California corporation; and DOES
 1 through 50, inclusive,

Defendants.

Case No. **22STCV10645**
 ASSIGNED FOR ALL PURPOSES TO:
 JUDGE:
 DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to Pay Lawful Wages**
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**
- 4) Failure to Pay Employee Expenses**
- 5) Failure to Timely Pay Wages During Employment**
- 6) Failure to Timely Pay Wages at Termination**
- 7) Failure to Provide Accurate, Itemized Wage Statements**
- 8) Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

Plaintiff JESSICA WILLIAMS on behalf of herself and all others similarly situated assert claims against Defendants TWOMAGNETS INC. d/b/a CLIPBOARD HEALTH, and DOES 1 through 50, inclusive (hereinafter collectively referred to as "Defendants") as follows:

I.

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought against Defendants TWOMAGNETS INC. d/b/a CLIPBOARD HEALTH and any subsidiaries and affiliated companies (hereinafter "TWOMAGNETS" or "Defendants") on behalf of Plaintiff JESSICA WILLIAMS (hereinafter "Plaintiff") and all employees not classified as "Exempt" or primarily employed in executive, professional, or administrative capacities, employed by, or formerly employed by TWOMAGNETS in California. (hereinafter referred to as "Non-Exempt Employees" and/or "Class Members").

2. During the liability period, defined as the applicable statute of limitations for each and every cause of action contained herein, Defendants enforced shift schedules, employment policies and practices, and workload requirements wherein Plaintiff and all other Non-Exempt Employees: (1) were not paid proper wages they earned for all hours they worked including proper minimum and overtime compensation; (2) were not permitted to take their full statutorily authorized rest and meal periods, or had their rest and meal periods shortened or provided to them late due to the scheduling and work load and time requirements placed upon them by Defendants. Defendants failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the meal period and/or rest period that was not properly provided; and employees were not properly reimbursed for out-of-pocket expenses.

3. During the liability period, Defendants have failed to reimburse Class Members for business expenses incurred in the performance of their job duties.

4. During the liability period, Defendants have also failed to maintain accurate itemized records reflecting total hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage statements reflecting total hours worked and appropriate rates of pay for those hours worked.

5. Plaintiff, on behalf of herself and all Class Members, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 210, 221, 225, 226, 226.7, 510, 512, 1194, 1198, 1199, 2802, California Code of Regulations, Title 8, section 11040 *et seq.* and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

6. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay all overtime wages and rest and meal period premiums to each of their Non-Exempt Employees.

II.

VENUE

7. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant conducts substantial and continuous commercial activities in Los Angeles County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in Los Angeles County, California.

III.

PARTIES

8. Plaintiff is, and at all times mentioned in this complaint was, a resident of California.

9. Defendant TWOMAGNETS is a Delaware corporation which is headquartered in Walnut, California.

10. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful

1 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
2 true names and capacities of the Defendants designated hereinafter as DOES when such
3 identities become known.

4 11. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
6 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
7 Defendant are legally attributable to the other Defendants.

8 **IV.**

9 **FACTUAL BACKGROUND**

10 12. Plaintiff was employed by TWOMAGNETS from approximately May 2020
11 through on or about April 8, 2021. During her employment with Defendants, Plaintiff occupied
12 the non-exempt position Certified Nursing Assistant.

13 13. The goal of overtime laws includes expanding employment throughout the
14 workforce by putting financial pressure on the employer and nurturing a stout job market, as well
15 as the important public policy goal of protecting employees in a relatively weak bargaining
16 position against the unfair scheme of uncompensated overtime work. An employer's obligation to
17 pay its employees' wages is more than a matter of private concern between the parties. That
18 obligation is founded on a compelling public policy judgment that employees are entitled to
19 work a livable number of hours at a livable wage. In addition, statutes and regulations that
20 compel employers to pay overtime relate to fundamental issues of social welfare worthy of
21 employers' protection. The requirement to pay overtime wages extends beyond the benefits
22 individual workers receive because overtime wages discourage employers from concentrating
23 work on a few overburdened hands and encourage employers to instead hire additional
24 employees. Especially in today's economic climate, the importance of spreading available work
25 to reduce unemployment cannot be overestimated.

26 14. During the liability period, Defendants implemented policies and practices which
27 resulted in Plaintiff and Non Exempt Employees not receiving minimum wage for all hours
28 worked. For instance, Defendants failed to properly calculate Plaintiff and Non-Exempt

1 Employees' regular rate of pay which resulted in Plaintiff and Non-Exempt Employees not
2 receiving minimum wage for all hours worked. For instance, Plaintiff regularly worked in excess
3 of eight (8) hours in one day and in excess of forty (40) hours in one week without receiving
4 properly calculated overtime pay at one and a half (1 ½) times the regular rate of pay.

5 15. During the liability period, due to the work load requirements and time constraints
6 imposed by Defendant during each shift, Plaintiff and Class Members were required to work in
7 excess of ten (10) hours without a second minimum, uninterrupted thirty (30) minute meal period
8 and in excess of fifteen (15) hours without a third minimum, uninterrupted thirty (30) minute
9 meal period and were not compensated one (1) hour of pay at their regular rate of compensation
10 for each workday that a compliant meal period was not provided, in violation of California labor
11 laws, regulations and IWC Wage Order. For instance, Plaintiff was frequently unable to take her
12 second and third meal breaks due to staffing shortages. As a result, Plaintiff rarely, if ever,
13 received a second or third meal break.

14 16. Due to the workload requirements and time constraints imposed by Defendant,
15 Plaintiff and Class Members were frequently required to work without being permitted or
16 authorized a minimum ten (10) minute rest period for every four hours or major fraction thereof.
17 Plaintiff and Class Members were not compensated one (1) hour of pay at their regular rate of
18 compensation for each workday that a rest period was not provided, in violation of California
19 labor laws, regulations, and IWC Wage Orders. For instance, Plaintiff rarely received a full ten-
20 minute rest break due to scheduling demands. Furthermore, Plaintiff and Non-Exempt
21 Employees were prohibited from leaving the work premises as there were not enough employees
22 to cover the floor if one employee were to leave.

23 17. During the liability period, Defendants failed to lawfully reimburse Plaintiff and
24 Non-Exempt employees for all business expenses necessarily incurred by Plaintiff and Non-
25 Exempt Employees. For instance, Plaintiff was required to use her personal cell phone both on
26 and off the clock to communicate with other employees for work-related purposes such as
27 scheduling shifts and sending her timesheet to her supervisors. Plaintiff was not lawfully
28 reimbursed for this phone usage. Furthermore, Plaintiff was required to use her personal vehicle

1 to drive to various work assignments away from her base job location. Plaintiff was not
2 reimbursed at the regular rate of mileage for this vehicle usage.

3 18. Defendants have also failed to maintain accurate itemized records reflecting total
4 hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage
5 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

6 19. Plaintiff did not receive her final paycheck within seventy-two (72) hours of
7 ending her employment with Defendants. Defendants did not compensate Plaintiff for having to
8 wait for her final paycheck.

9 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 currently employ and during the relevant period have employed over one hundred (100)
11 employees in the State of California in non-exempt hourly positions.

12 21. Non-Exempt Employees employed by TWOMAGNETS, at all times pertinent
13 hereto, have been non-exempt employees within the meaning of the California Labor Code, and
14 the implementing rules and regulations of the IWC California Wage Orders.

15 **V.**

16 **CLASS ACTION ALLEGATIONS**

17 22. Plaintiff seeks to represent a Class comprised of and defined as: All similarly
18 situated employees who are or were employed by TWOMAGNETS in the state of California
19 within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of
20 this lawsuit (collectively referred to as the “Class” and/or Class Members”).

21 23. Plaintiff also seeks to represent Subclasses which are composed of persons
22 satisfying the following definitions:

23 a. All Class Members employed by TWOMAGNETS in the state of
24 California who were not accurately and fully paid all lawful wages owed to them including
25 proper overtime compensation and/or minimum wages for all their hours worked;

26 b. All Class Members employed by TWOMAGNETS in the state of
27 California who, within the liability period, have not been provided a second uninterrupted 30-
28 minute meal period when they worked over ten hours in a work shift and a third uninterrupted

1 30-minute meal period when they worked over fifteen hours in a work shift and were not
2 provided compensation in lieu thereof;

3 c. All Class Members employed by TWOMAGNETS in the state of
4 California who, within the liability period, have not been provided a minimum ten (10) minute
5 rest period for every four (4) hours or major fraction thereof worked per day and were not
6 provided compensation in lieu thereof;

7 d. All Class Members employed by TWOMAGNETS in the state of
8 California who, within the liability period, were not provided with accurate and complete
9 itemized wage statements.

10 e. All Class Members employed by TWOMAGNETS in the state of
11 California who, within the liability period, were not timely paid all wages due and owed to them
12 during their employment with Defendant; and

13 f. All Class Members employed by TWOMAGNETS in the state of
14 California who, within the liability period, were not timely paid all wages due and owed to them
15 upon the termination of their employment with Defendant.

16 24. Plaintiff further seeks to represent a subclass for all employees of
17 TWOMAGNETS in the state of California who, within the liability period, did not receive full
18 reimbursement for employee expenses ("Expense Reimbursement Class").

19 25. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
20 or modify the class description with greater specificity or further division into subclasses or
21 limitation to particular issues.

22 26. This action has been brought and may properly be maintained as a class action
23 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
24 defined community of interest in the litigation and the proposed Class is easily ascertainable.

25 **A. Numerosity**

26 27. The potential members of the Class as defined are so numerous that joinder of all
27 the members of the Class is impracticable. While the precise number of Class Members has not
28 been determined at this time, Plaintiff is informed and believes that Defendants currently

1 employ, and/or during the relevant time period employed, approximately over 100 Non-Exempt
2 Employees in California who are or have been affected by Defendants' unlawful practices as
3 alleged herein.

4 **B. Commonality**

5 28. There are questions of law and fact common to the Class predominating over any
6 questions affecting only individual Class Members. These common questions of law and fact
7 include, without limitation:

8 i. Whether Defendants violated Labor Code §§ 510, 1194 and applicable IWC Wage
9 Orders by failing to pay all earned wages including overtime compensation to Non-
10 Exempt Employees who worked in excess of eight (8) hours in a workday and/or more
11 than forty (40) hours in a workweek;

12 ii. Whether Defendants also violated Labor Codes §§ 200, 1194, and 1197 for failing to pay
13 minimum wages for time spent under the Defendants' control;

14 iii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC Wage Order
15 by failing to provide statutorily compliant 30-minute meal periods to Non-Exempt
16 Employees on days in which they worked more than 10 hours and more than 15 hours
17 and failing to compensate said employees one hour's wages in lieu of meal periods;

18 iv. Whether Defendants violated Labor Code § 226.7 and applicable IWC Wage Orders by
19 failing to authorize and permit minimum 10-minute rest periods to Non-Exempt
20 Employees for every four hours or major fraction thereof worked and failing to
21 compensate said employees one hour's wages in lieu of rest periods;

22 v. Whether Defendants violated Labor Code § 2802 and applicable IWC Wage Orders for
23 failing to indemnify employees for the expenditures incurred in the performance of their
24 job duties;

25 vi. Whether Defendants violated Labor Code § 226 and applicable IWC Wage Orders by
26 failing to, among other violations, maintain accurate records of Non-Exempt Employees'
27 earned wages, work periods, meal periods and deductions;

28

vii. Whether Defendant violated Labor Code §§ 201-203 by failing to pay all earned wages and/or premium wages due and owing at the time that any Class Members' employment with Defendant terminated;

viii. Whether Defendant violated section 210 of the Labor Code by failing to pay all earned wages and/or premium wages due and owing when such wages were due and payable;

ix. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code and Labor Code sections §§ 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512, 1194, 1199, 2802 and applicable IWC Wage Orders, violation of which constitutes a violation of fundamental public policy;

C. Typicality

29. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

30. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

31. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

32. 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. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

1 VI.

2 **CAUSES OF ACTION**

3 **First Cause of Action**

4 Failure to Pay Lawful Wages Including Overtime and Minimum Wage
5 (Lab. Code §§ 510, 1194, 1199)
6 (Against All Defendants)

7 33. Plaintiff repeats and incorporates herein by reference each and every allegation
8 set forth above, as though fully set forth herein.

9 34. During the liability period, Defendants' policies and/or practices resulted in
10 Plaintiff and Non-Exempt Employees working in excess of eight (8) hours in a workday and/or
11 forty (40) hours in a workweek without receiving the proper compensation at the rate of time and
12 one-half (1 1/2) of such employee's regular rate of pay.

13 35. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
14 represent have been deprived of compensation for all earned wages including minimum wage
15 and overtime compensation in amounts to be determined at trial, and are entitled to recovery of
16 such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor
17 Code section 1194 .

18 36. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
19 described herein and below.

20 **Second Cause of Action**

21 Failure to Provide Lawful Meal Periods
22 Or Compensation in Lieu Thereof
23 (Lab. Code §§ 226.7, 512, IWC Wage Orders)
24 (Against All Defendants)

25 37. Plaintiff repeats and incorporates herein by reference each and every allegation
26 set forth above, as though fully set forth herein.

27 38. By failing to provide 30-minute uninterrupted meal periods for days on which
28 Non-Exempt employees work(ed) work periods more than 10 hours and more than 15 hours and
failing to provide compensation for such statutorily non-compliant meal periods, Defendant
violated the provisions of Labor Code § 512 and applicable IWC Wage Orders.

1 39. By failing to record and maintain adequate and accurate time records according to
2 sections 226 and 1174(d) of the Labor Code, Defendants have injured Plaintiff and Class
3 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
4 and Class Members.

5 40. As a result of the unlawful acts of Defendants, Plaintiff, and the Class she seeks to
6 represent, have been deprived of premium wages in amounts to be determined at trial, and are
7 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §
8 226.7.

9 41. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
10 described herein and below.

11 **Third Cause of Action**
12 Failure to Provide Rest Periods
13 Or Compensation in Lieu Thereof
 (Lab. Code §§ 226.7, IWC Wage Orders)
 (Against All Defendants)

14 42. Plaintiff repeats and incorporates herein by reference each and every allegation
15 set forth above, as though fully set forth herein.

16 43. By failing to provide a minimum ten (10) minute rest period for every four hours
17 or major fraction thereof worked per day by Non-Exempt Employees, and failing to provide
18 compensation for such non-compliant rest periods, as alleged above, Defendants willfully
19 violated the provisions of Labor Code § 226.7 and IWC applicable Wage Orders.

20 44. As a result of the unlawful acts of Defendants, Plaintiff, and the Class she seeks to
21 represent, have been deprived of premium wages in amounts to be determined at trial, and are
22 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §
23 226.7.

24 45. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
25 described herein and below.

26 **Fourth Cause of Action**
27 Failure to Reimburse Employee Expenses
 (Lab. Code § 2802)
 (Against All Defendants)

1 46. Plaintiff repeats and incorporates herein by reference each and every allegation
2 set forth above, as though fully set forth herein.

3 47. By their policy of requiring Plaintiff and the “Expense Reimbursement Class” to
4 utilize their personal cell phones and vehicles and failing to reimburse Plaintiff and the “Expense
5 Reimbursement Class” for phone usage and vehicle mileage, Defendants willfully violated the
6 provision of Labor Code § 2802 and IWC applicable Wage Orders.

7 48. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
8 represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys'
9 fees, and costs, under Labor Code § 2802.

10 49. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
11 described herein and below.

12 **Fifth Cause of Action**
13 Failure to Timely Pay Wages During Employment
14 (Lab. Code § 204)
 (Against All Defendants)

15 50. Labor Code § 204 requires that all wages are due and payable twice in each
16 calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other
17 sections became due and payable to Plaintiff and Class Members in each month that he or she
18 was not paid all lawful wages owed or provided with lawful meal period or rest period to which
19 he or she was entitled. Defendants violated Lab. Code § 204 by failing to pay said wages when
20 they were due and payable.

21 51. Labor Code section 210 (a) provides that “In addition to, and entirely independent
22 and apart from, any other penalty provided in this article, every person who fails to pay the
23 wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
24 205.5, and 1197.5, shall be subject to a penalty as follow:

25 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
26 employee.

1 (2) For each subsequent violation, or any willful or intentional violation, two hundred
2 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
3 unlawfully withheld.

4 52. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the
5 Class she seeks to represent have been deprived of wages in amounts to be determined at trial,
6 and are entitled to recovery of such amounts, plus interest and penalties.

7 53. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
8 described herein and below.

9 **Sixth Cause of Action**

10 Failure to Timely Pay Wages Due at Termination

11 (Lab. Code §§ 201-203)

12 (Against All Defendants)

13 54. Plaintiff repeats and incorporates herein by reference each and every allegation
14 set forth above, as though fully set forth herein.

15 55. Sections 201 and 202 of the California Labor Code require Defendant to pay its
16 employees all wages due within 72 hours of termination of employment. Section 203 of the
17 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
18 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
19 full or an action is commenced. The penalty cannot exceed 30 days of wages.

20 56. As alleged herein, affected class members are entitled to compensation for all
21 forms of wages earned, including, overtime compensation, minimum wage, correct sick pay
22 wages and compensation for non-provided rest and meal periods but to date have not received
23 such compensation therefore entitling them Labor Code section 203 penalties.

24 57. More than 30 days have passed since Plaintiff and affected Class Members have
25 left Defendants' employ, and on information and belief, have not received payment pursuant to
26 Labor Code § 203. As a consequence of Defendant's willful conduct in not paying all earned
27 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
28 section 203 for failure to pay legal wages.

1 58. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
2 described herein and below.

3 **Seventh Cause of Action**

4 Knowing and Intentional Failure to Comply With Itemized Employee
5 Wage Statement Provisions
6 (Lab. Code § 226(b))
7 (Against All Defendants)

8 59. Plaintiff repeats and incorporates herein by reference each and every allegation
9 set forth above, as though fully set forth herein

10 60. Section 226(a) of the California Labor Code requires Defendants to itemize in
11 wage statements all deductions from payment of wages and to accurately report total hours
12 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
13 Defendants to maintain time records showing, among others, when the employee begins and
14 ends each work period, meal periods, split shift intervals and total daily hours worked in an
15 itemized wage statement, and must show all deductions and reimbursements from payment of
16 wages, and accurately report total hours worked by Plaintiff and the members of the proposed
17 class. On information and belief, Defendants have failed to record all or some of the items
18 delineated in Industrial Wage Orders and Labor Code § 226.

19 61. Plaintiff and Class Members have been injured by Defendants' actions by
20 rendering them unaware of the full compensation to which they were entitled under applicable
21 provisions of the California Labor Code and applicable IWC Wage Orders.

22 62. Pursuant Labor Code § 226, Plaintiff and Class Members are entitled up to a
23 maximum of \$4,000.00 each for record-keeping violation.

24 63. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
25 described herein and below.

26 **Eighth Cause of Action**

27 Violation of Unfair Competition Law
28 (Bus. & Prof. Code, §§ 17200-17208)
 (Against All Defendants)

 64. Plaintiff repeats and incorporates herein by reference each and every allegation
set forth above, as though fully set forth herein.

- 1 65. Business & Professions Code Section 17200 provides:
2 As used in this chapter, unfair competition shall mean and include any ***unlawful,***
3 ***unfair*** or fraudulent business act or practice and unfair, deceptive, untrue or
4 misleading advertising and any act prohibited by Chapter 1 (commencing with
 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.)
 (Emphasis added.)
- 5 66. Defendant's violations of the Labor Code and Wage Order provisions set forth
6 above constitute unlawful and/or unfair business acts or practices.
- 7 67. The actions of Defendant, as alleged within this Complaint, constitute false,
8 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
9 Business and Professions Code section 17200, *et seq.*
- 10 68. Plaintiff and Class Members have been personally aggrieved by Defendant's
11 unlawful and unfair business acts and practices alleged herein.
- 12 69. As a direct and proximate result of the unfair business practices of Defendant, and
13 each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled
14 to restitution of all wages which have been unlawfully withheld from Plaintiff and members of
15 the Plaintiff Class as a result of the business acts and practices described herein.
- 16 70. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
17 described herein and below.

18 **VII.**

19 **PRAYER**

20 WHEREFORE, Plaintiff prays for judgment as follows:

- 21 1. That the Court determine that this action may be maintained as a class action;
- 22 2. For compensatory damages in an amount according to proof with interest thereon;
- 23 3. For economic and/or special damages in an amount according to proof with interest
24 thereon;
- 25 4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
- 26 5. For premium pay and penalties pursuant to Labor Code § 203;
- 27 6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194, 2802;
- 28 7. For such other and further relief as the Court deems just and proper.

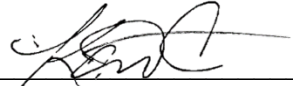
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: March 28, 2022

JAMES HAWKINS, APLC



James R. Hawkins, Esq.
Isandra Y. Fernandez, Esq.
Kacey E. Cook, Esq.

Attorneys for Plaintiff
Jessica Williams