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7 Attorneys for Plaintiff, BLANCA I. JAUREGUI and
on behalf of herself and all others similarly situated

Assigned for All Purposes

Judge William Claster

CX-104

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

11
12 BLANCA I. JAUREGUI, an individual and on
behalf of all others similarly situated,

13
14 Plaintiff,

15 v.

16 SAGE APARTMENT COMMUNITIES,
INC., a Nevada corporation; INVESTMENT
17 PROPERTY GROUP UT, INC., a Utah
corporation; and INVESTMENT
18 PROPERTIES GROUP, LLC, a California
limited liability company; and DOES 1
19 through 100, inclusive,

20 Defendants.
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CASE NO.: 30-2022-01259919-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY; and
9. UNFAIR COMPETITION.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

1 Plaintiff Blanca I. Jauregui, on behalf of herself and all others similarly situated, alleges as
2 follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Sage
6 Apartment Communities, Inc., and any of its respective subsidiaries or affiliated companies within
7 the State of California (“Sage”); Investment Property Group UT, Inc., and any of its respective
8 subsidiaries or affiliated companies within the State of California (“Investment Property UT”);
9 Investment Properties Group, LLC, and any of its respective subsidiaries or affiliated companies
10 within the State of California (“Investment Properties” and collectively with Sage, Investment
11 Property UT and DOES 1 through 100, as further defined below, “Defendants”) on behalf of
12 Plaintiff and all other current and former non-exempt California employees employed by or formerly
13 employed by Defendants (“Class Members”).

14 **PARTIES**

15 **A. Plaintiff**

16 2. Plaintiff Blanca I. Jauregui is a resident of the State of California. At all relevant
17 times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed
18 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, property
19 maintenance and management. Plaintiff is informed and believes, and based thereon alleges that
20 Plaintiff worked for Defendants from approximately July of 2017 through approximately November
21 of 2021.

22 **B. Defendants**

23 3. Plaintiff is informed and believes and based thereon alleges that Defendant Sage is,
24 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
25 laws of the State of Nevada and doing business in the County of Orange, State of California.

26 4. Plaintiff is informed and believes and based thereon alleges that Defendant
27 Investment Inc. is, and at all times relevant hereto was, a corporation organized and existing under
28 and by virtue of the laws of the State of Utah and doing business in the County of Orange, State of

1 California.

2 5. Plaintiff is informed and believes and based thereon alleges that defendant
3 Investment LLC is, and at all times relevant hereto was, a limited liability company organized and
4 existing under and by virtue of the laws of the State of California and doing business in the County
5 of Orange, State of California.

6 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
7 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
8 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
10 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
11 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
12 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
13 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
14 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
15 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
16 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
17 include Sage, Investment Inc., Investment LLC, and any of their parent, subsidiary, or affiliated
18 companies within the State of California, as well as DOES 1 through 100 identified herein.

19 **JOINT LIABILITY ALLEGATIONS**

20 7. Plaintiff is informed and believes and based thereon alleges that all the times
21 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
22 representative, joint venture or co-conspirator of each of the other defendants, either actually or
23 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
24 employment, joint venture, and conspiracy.

25 8. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 9. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
7 thereon alleges that Defendants, and each of them, are joint employers.

8 **JURISDICTION AND VENUE**

9 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
10 of Civil Procedure section 410.10.

11 11. Venue is proper in Orange County, California pursuant to Code of Civil Procedure
12 sections 392, et seq. because, among other things, Orange County is where the causes of action
13 complained of herein arose; the county in which the employment relationship began; the county in
14 which performance of the employment contract, or part of it, between Plaintiff, or some of them,
15 and Defendants was due to be performed; the county in which the employment contract, or part of
16 it, between Plaintiff, or some of them, and Defendants was actually performed; and the county in
17 which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct
18 effect on Plaintiff and Class Members in Orange County, and because Defendants employ numerous
19 Class Members in Orange County.

20 **FACTUAL BACKGROUND**

21 12. For at least four (4) years prior to the filing of this action and continuing to the
22 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
23 some of them, in violation of California state wage and hour laws as a result of, without limitation,
24 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
25 seven consecutive work days in a work week without being properly compensated for hours worked
26 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
27 worked on the seventh consecutive work day in a work week by, among other things, failing to
28 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the

1 detriment of Plaintiff and Class Members.

2 13. For at least four (4) years prior to the filing of this Action and continuing to the
3 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
4 or some of them, in violation of California state wage and hour laws as a result of, among other
5 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
6 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

7 14. For at least four (4) years prior to the filing of this Action and continuing to the
8 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
9 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
10 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
11 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
12 for such unprovided meal periods as required by California wage and hour laws.

13 15. For at least four (4) years prior to the filing of this action and continuing to the
14 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
15 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
16 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
17 California wage and hour laws.

18 16. For at least three (3) years prior to the filing of this action and continuing to the
19 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
20 full amount of their wages owed to them upon termination and/or resignation as required by Labor
21 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
22 minimum wages, and premium wages.

23 17. For at least one (1) year prior to the filing of this Action and continuing to the present,
24 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
25 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
26 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
27 hours worked at each hourly rate, and other such information as required by Labor Code section
28 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with

1 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

2 18. For at least one (1) year prior to the filing of this action and continuing to the present,
3 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
4 amount of their wages for labor performed in a timely fashion as required under Labor Code section
5 204.

6 19. For at least three (3) years prior to the filing of this action and continuing to the
7 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
8 costs incurred in laundering mandatory work uniforms and using cellular phones for work-related
9 purposes.

10 20. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
11 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
12 510, 512, 1194, 1194.2, 1197, 2802 and California Code of Regulations, Title 8, section 11040,
13 seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest
14 periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to
15 indemnify work-related expenses, other such provisions of California law, and reasonable attorneys'
16 fees and costs.

17 21. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
18 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
19 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
20 appropriate and effective means to prevent further violations, as well as all monies owed but
21 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
22 restitution of amounts owed.

23 **CLASS ACTION ALLEGATIONS**

24 22. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
25 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
26 and former non-exempt employees of Defendants within the State of California at any time
27 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
28 of the class action is provided to the class (collectively referred to as "Class Members").

1 23. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
2 to amend or modify the class description with greater specificity, further divide the defined class
3 into subclasses, and to further specify or limit the issues for which certification is sought.

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

7 **A. Numerosity**

8 25. The potential Class Members as defined are so numerous that joinder of all the
9 members of the Class is impracticable. While the precise number of Class Members has not been
10 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
11 Members employed by Defendants within the State of California.

12 26. Accounting for employee turnover during the relevant periods necessarily increases
13 this number. Plaintiff alleges Defendants' employment records would provide information as to the
14 number and location of all Class Members. Joinder of all members of the proposed Class is not
15 practicable.

16 **B. Commonality**

17 27. There are questions of law and fact common to Class Members. These common
18 questions include, but are not limited to:

- 19 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
20 worked at a proper overtime rate of pay?
- 21 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
22 for all other time worked at the employee's regular rate of pay and a rate of pay that
23 is greater than the applicable minimum wage?
- 24 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
25 Class Members to take compliant meal periods?
- 26 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
27 with additional wages for missed or interrupted meal periods?

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- 1 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
2 Class Members to take compliant rest periods?
- 3 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
4 with additional wages for missed rest periods?
- 5 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
6 Members upon termination or resignation all wages earned?
- 7 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
8 section 203?
- 9 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
10 Class Members with accurate wage statements?
- 11 J. Did Defendants fail to pay Class Members in a timely fashion as required under
12 Labor Code section 204?
- 13 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
14 losses incurred in direct consequence of the discharge of their duties or by obedience
15 to the directions of Defendants as required under Labor Code section 2802?
- 16 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
17 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 18 M. Are Class Members entitled to restitution of wages under Business and Professions
19 Code section 17203?
- 20 N. Are Class Members entitled to costs and attorneys' fees?
- 21 O. Are Class Members entitled to interest?

22 **C. Typicality**

23 28. The claims of Plaintiff herein alleged are typical of those claims which could be
24 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
25 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
26 damages arising out of and caused by Defendants' common course of conduct in violation of laws
27 and regulations that have the force and effect of law and statutes as alleged herein.

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1 **D. Adequacy of Representation**

2 29. Plaintiff will fairly and adequately represent and protect the interest of Class
3 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
4 hour class actions.

5 **E. Superiority of Class Action**

6 30. A class action is superior to other available means for the fair and efficient
7 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
8 questions of law and fact common to Class Members predominate over any questions affecting only
9 individual Class Members. Class Members, as further described therein, have been damaged and
10 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
11 violation of the Labor Code at times, as set out herein.

12 31. Class action treatment will allow Class Members to litigate their claims in a manner
13 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
14 any difficulties that are likely to be encountered in the management of this action that would
15 preclude its maintenance as a class action.

16 **FIRST CAUSE OF ACTION**

17 **(Failure to Pay Overtime Wages – Against All Defendants)**

18 32. Plaintiff realleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs as though fully set forth hereat.

20 33. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
22 Wage Orders.

23 34. At all times relevant to this Complaint, Labor Code section 510 was in effect and
24 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
25 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
26 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

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1 35. At all times relevant to this Complaint, Labor Code section 510 further provided that
2 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
3 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
4 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
5 pay.”

6 36. Four (4) years prior to the filing of the Complaint in this Action through the present,
7 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
8 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
9 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
10 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
11 actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

12 37. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
13 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
14 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
15 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
16 applicable IWC Wage Orders, and California law.

17 38. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
18 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
19 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
20 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

21 **SECOND CAUSE OF ACTION**

22 **(Failure to Pay Minimum Wages – Against All Defendants)**

23 39. Plaintiff realleges and incorporates by reference all of the allegations contained in
24 the preceding paragraphs as though fully set forth hereat.

25 40. At all relevant times, Plaintiff and Class Members were employees or former
26 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

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41. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

42. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

43. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

44. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

45. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

46. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

47. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

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48. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

49. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

50. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

51. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

52. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

53. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

54. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

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1 55. California law and applicable Wage Orders require that employers “authorize and
2 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
3 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
4 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
5 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
6 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
7 thirty (30) minutes of paid rest period.

8 56. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
9 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
10 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
11 regular rate of compensation for each work day that the rest period is not provided.

12 57. For four (4) years prior to the filing of the Complaint in this Action through the
13 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
14 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
15 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
16 Member’s regular rate of compensation on the occasions that Class Members were not authorized
17 or permitted to take compliant rest periods.

18 58. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
19 rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s
20 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
21 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

22 59. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
23 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
24 owed for rest periods that they were not authorized or permitted to take.

25 60. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
26 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
27 interest and penalties thereon, attorneys’ fees, and costs, under Labor Code sections 226 and 226.7,
28 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

3 61. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 62. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
7 Wage Orders.

8 63. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
9 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
10 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
11 discharge immediately upon termination. Class Members who resigned were entitled to payment
12 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
13 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
14 unpaid at the time of resignation.

15 64. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
16 years before the filing of the Complaint in this Action through the present, Defendants, due to the
17 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
18 Members all wages earned prior to resignation or termination in accordance with Labor Code
19 sections 201 or 202.

20 65. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
21 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
22 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
23 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
24 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
25 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
26 or resignation.

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66. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

67. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

68. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

69. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

70. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

71. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

72. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, among other things.

73. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully provided wage statements that Defendants knew were not accurate.

74. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements at times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies, among other things.

75. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

76. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Failure to Timely Pay Wages During Employment – Against All Defendants)

77. Plaintiff reallege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

78. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

79. Labor Code section 204 provides that "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day,

1 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
2 month.”

3 80. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
4 independent and apart from, any other penalty provided in this article, every person who fails to pay
5 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
6 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
7 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
8 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
9 percent of the amount unlawfully withheld.”

10 81. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
11 before the filing of the Complaint in this Action through the present, Defendants employed policies
12 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
13 Labor Code section 204.

14 82. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
15 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
16 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
17 for each subsequent violation in connection with each payment that was made in violation of Labor
18 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

19 83. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
20 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
21 interest, and their costs of suit, as well.

22 **EIGHTH CAUSE OF ACTION**

23 **(Violation of Labor Code § 2802 – Against All Defendants)**

24 84. Plaintiff reallege and incorporate by reference all of the allegations contained in the
25 preceding paragraphs as though fully set forth hereat.

26 85. At all relevant times, Plaintiff and Class Members were employees or former
27 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

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86. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . .”

87. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: laundering mandatory work uniforms and using cellular phones for work-related purposes.

88. During that time period, Plaintiff is informed and believes, and based thereon allege that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class Members for those losses and/or expenditures.

89. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

90. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

NINTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

91. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

92. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

1 93. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
2 Members have suffered injury in fact and lost money or property.

3 94. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
4 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
5 Code and requiring the establishment of appropriate and effective means to prevent further
6 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
7 including interest thereon, in which they had a property interest and which Defendants nevertheless
8 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
9 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
10 by their failure to comply with the Labor Code.

11 95. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
12 Procedure section 1032 and interest under Civil Code section 3287.

13 **DEMAND FOR JURY TRIAL**

14 96. Plaintiff demands a trial by jury on all causes of action contained herein.

15 **PRAYER**

16 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
17 against Defendants as follows:

- 18 A. An order certifying this case as a Class Action;
19 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
20 counsel as class counsel;
21 C. Damages for all wages earned and owed, including minimum. overtime wages
22 under Labor Code sections 510, 1194, 1197 and 1199;
23 D. Liquidated damages pursuant to Labor Code section 1194.2;
24 E. Damages for unpaid premium wages from missed meal and rest periods under,
25 among other Labor Code sections, 512 and 226.7;
26 F. Penalties for inaccurate wage statements under Labor Code sections 226,
27 subdivision (e);
28 G. Waiting time penalties under Labor Code sections 203;

- 1 H. Penalties to timely pay wages under Labor Code section 210;
2 I. Damages under Labor Code sections 2802;
3 J. Preliminary and permanent injunctions prohibiting Defendants from further
4 violating the California Labor Code and requiring the establishment of appropriate
5 and effective means to prevent future violations;
6 K. Restitution of wages and benefits due which were acquired by means of any unfair
7 business practice, according to proof;
8 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
9 M. For attorneys' fees in prosecuting this action;
10 N. For costs of suit incurred herein; and
11 O. For such other and further relief as the Court deems just and proper.

12
13 Dated: May 16, 2022

BIBIYAN LAW GROUP, P.C.

14 

15 BY: _____

16 JEFFREY C. BILS

17 DAVID D. BIBIYAN

18 Attorneys for Plaintiff BLANCA I. JAUREGUI
19 on behalf of herself and all others similarly
20 situated
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