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Assigned for All Purposes

Judge Glenda Sanders

CX-101

Attorneys for Plaintiff, David Howes, individually
and on behalf of other individuals similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ORANGE

DAVID HOWES, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

LADERA LENDING, INC., and DOES 1
through 10, inclusive,

Defendant.

CASE No. 30-2022-01259890-CU-OE-CXC

CLASS ACTION COMPLAINT:

- (1) FAILURE TO PAY OVERTIME;**
- (2) FAILURE TO PAY MINIMUM WAGES;**
- (3) FAILURE TO PROVIDE COMPLIANT MEAL BREAKS;**
- (4) FAILURE TO PROVIDE COMPLIANT REST BREAKS;**
- (5) FAILURE TO PROVIDE ITEMIZED WAGE STATEMENT VIOLATIONS;**
- (6) FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS;**
- (7) FAILURE TO PAY WAGES TIMELY DURING EMPLOYMENT;**
- (8) WAITING TIME PENALTIES;**
- (9) FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENSES;**
- (10) UNFAIR BUSINESS PRACTICES;**

JURY TRIAL DEMAND

1 Plaintiff DAVID HOWES ("Plaintiff") on behalf of himself and all others similarly situated,
2 the general public, hereby complains against the Defendant LADERA LENDING, INC. (hereinafter
3 "Ladera" and/or "Defendant"), a California corporation that reports its principal place of business
4 in California to be in the census-designated place of Ladera Ranch, County of Orange, California.
5 Plaintiff does and hereby alleges as follows:

6 **SUMMARY OF CLAIMS**

7 1. This is a class action arising out of Defendant Ladera Lending's uniform policies of
8 failing to pay their mortgage loan officers and other similarly-titled positions all wages due in
9 compliance with state law. Defendant failed to compensate its mortgage loan officers for all hours
10 worked, including minimum and overtime wages as required by California state law. Moreover,
11 Defendant failed to provide Plaintiff and others similarly situated with compliant meal and rest
12 breaks, failed to reimburse business expenses and failed to provide compliant wage statements. As
13 a result, Defendant failed to provide Plaintiff and others similarly situated with timely wages during
14 employment and upon separation of employment.

15 2. Plaintiff bring Causes of Action One through Ten (the "class claims") as a class
16 action on behalf of himself and other similarly situated individuals who have worked for Defendant
17 in California, at any time from four-years prior to the filing of this complaint, through the resolution
18 of this action. Plaintiff, on their own behalf and on behalf of all Class Members, brings the class
19 claims pursuant to California *Labor Code* §§ 200-203, 204, 226, 226.7, 510, 512, 516, 1182.11-
20 1182.12, 1174, 1194, 1194.2, 1197, 1198, 2802, the applicable wage order and under *Business &*
21 *Professions Code* §§ 17200-17208, for unfair competition due to Defendant's unlawful, unfair and
22 fraudulent business acts and practices.

23 3. Plaintiff is informed and believes, and based thereon alleges, Defendant has engaged
24 in, among other things a system of willful violations of the California *Labor Code* and the applicable
25 IWC Wage Orders by creating and maintaining policies, practices and customs that knowingly deny
26 employees the above stated rights and benefits.

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1 responsible for, participated in, or contributed to the matters and things complained of herein, and
2 is legally responsible for the damages complained of herein.

3 11. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, each of the defendants, including each of the fictitiously named defendants, was the
5 agent, principal, employer or employee of each other defendant, and they were acting within the
6 course and scope of such relationship in doing the things herein alleged, or they ratified, acquiesced
7 in, consented to, aided, abetted and/or approved each and all of the acts of each of the other
8 defendants, so that each defendant is jointly and severally responsible and liable for the acts alleged
9 herein.

10 STATEMENT OF COMMON FACTS

11 12. Plaintiff and all class members are individuals who worked for Defendant as
12 Mortgage Bankers, Mortgage Loan Officers, Loan Officers, and/or other inside commissioned
13 employees (collectively "MLOs"), or other similarly-titled, hourly-paid positions during the
14 statutory period. Amongst other things, MLOs all shared similar job titles, training, job descriptions,
15 and job tasks. Importantly, MLOs, including Plaintiff, were all paid a fictitious hourly rate of pay in
16 the form of a recoverable draw against future commissions.

17 13. Defendant Ladera is an enterprise engaged in providing mortgage lending services.
18 Defendant Ladera employs MLOs, such as Plaintiff Howes, to solicit potential borrowers for new
19 mortgage loans, to assist in purchases or the refinancing of domestic and commercial real estate.

20 14. Defendant's financial results are significantly driven by the total number of
21 mortgages sold and other lending services rendered by MLOs.

22 15. Plaintiff Howes worked as a Mortgage Banker for Defendant during the applicable
23 statute of limitations period.

24 16. Plaintiff and other MLOs are not paid on a salary basis and therefore must be paid
25 the minimum wage and overtime premium pay as required by law for all non-exempt employees.

26 ***Defendant's Failure to Pay All Wages and Overtime***

27 17. Plaintiff Howes was paid a regular hourly draw rate of \$14.00. This means that when
28 Plaintiff makes a commission, these hourly draw amounts he earned are deducted from his

1 commissions. Therefore, Plaintiff and all other MLOs are never paid any hourly wages, free and
2 clear, for their work performed.

3 18. Plaintiff routinely worked over eight (8) hour shifts, but was required by Defendant
4 to only record eight (8) hours per work day, regardless of the hours he actually worked. Moreover,
5 Defendant rounded all hours worked by Plaintiff and the Class Members.

6 19. Despite routinely working more than forty (40) hours per week, Plaintiff and other
7 MLOs were not paid for all hours worked over forty (40).

8 20. Similarly, Plaintiff and other MLOs are not paid an overtime premium rate of 1½
9 their regular hourly rate of pay for all hours worked over forty (40) per work week, or for all hours
10 worked over eight (8) per work day.

11 21. The Industrial Wage Commission for the State of California, has fixed the minimum
12 hourly wage for non-exempt workers during the relevant time period of this case, as set forth below:

Effective Date	New Minimum Wage
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January 1, 2022	\$15.00
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January 1, 2021	\$14.00
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January 1, 2020	\$13.00
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January 1, 2019	\$12.00
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January 1, 2018	\$11.00
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22
23 22. California Labor Code § 1197 states, “The minimum wage for employees fixed by
24 the commission or by any applicable state or local law, is the minimum wage to be paid to
25 employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section
26 does not change the applicability of local minimum wage laws to any entity.”

27 23. California Labor Code § 1194 states, “Notwithstanding any agreement to work for
28 a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime

1 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
2 of the full amount of this minimum wage or overtime compensation, including interest thereon,
3 reasonable attorney's fees, and costs of suit.”

4 24. California Labor Code § 223 (also known as the anti-secret rebate provision) states,
5 “Where any statute or contract requires an employer to maintain the designated wage scale, it shall
6 be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or
7 by contract.”

8 25. California Labor Code § 510(a), in pertinent part, states that:
9 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday
10 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
11 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
12 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
13 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
14 addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated
15 at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section
16 requires an employer to combine more than one rate of overtime compensation in order to calculate
17 the amount to be paid to an employee for any hour of overtime work.

18 26. Defendant required Plaintiff and other similarly situated Class Members to record
19 less hours than they actually worked. Ladera had knowledge that Plaintiff and other Class Members
20 routinely worked more than forty (40) hours per week. Regardless, Plaintiff and other Class
21 Members were instructed to dramatically under-report their actual hours worked. Thus, Defendant
22 has failed to pay all minimum wages and overtime wages.

23 ***Defendant’s Failure to Provide Compliant Rest Breaks***

24 27. Moreover, Defendant did not permit Plaintiff and Class Members to take compliant
25 duty-free rest breaks free from Defendant’s control as required by Labor Code section 226.7, the
26 Applicable Wage Order, and applicable precedent. (See *Augustus v. ABM Security Services, Inc.*
27 (2016) 2 Cal.5th 257, 269 [concluding that “during rest periods employers must relieve employees
28 of all duties and relinquish control over how employees spend their time.”].) At all relevant times,

1 the Class Members were not provided with legally-compliant and timely rest periods of at least ten
2 minutes for each four-hour work period, or major fraction thereof due to Defendant's unlawful rest
3 period policies/practices. The Class Members were often expected and required to continue working
4 through rest periods to meet the expectations of Defendant and finish the workday. In some cases
5 when the Class Members worked more than ten hours in a shift, Defendant failed to authorize and/or
6 permit a third mandated rest period. As a result, the Class Members were unable to take compliant
7 rest periods.

8 28. In such cases where Defendant did not offer the Class Members the opportunity to
9 receive a compliant off-duty rest period, "the court may not conclude employees voluntarily chose
10 to skip those breaks." (*Alberts v. Aurora Behavioral Health Care* (2015) 241 Cal.App.4th 388, 410
11 (2015) ["If an employer fails to provide legally compliant meal or rest breaks, the court may not
12 conclude employees voluntarily chose to skip those breaks."]; *Brinker Rest. Corp. v. Superior Court*,
13 *supra*, 53 Cal.4th at p. 1033 ["No issue of waiver ever arises for a rest break that was required by
14 law but never authorized; if a break is not authorized, an employee has no opportunity to decline to
15 take it."].)

16 29. In addition to failing to authorize and permit compliant rest periods, the Class
17 Members were not compensated with one hour's worth of pay at their regular rate of compensation
18 when they were not provided with a compliant rest period in accordance with Labor Code section
19 226.7, subdivision (c). Thus, Defendant has violated Labor Code section 226.7 and the Applicable
20 Wage Order.

21 ***Defendant's Failure to Provide Compliant Meal Breaks***

22 30. Labor Code section 512 and the Applicable Wage Order require employers to
23 provide employees with a thirty-minute uninterrupted and duty-free meal period within the first five
24 hours of work. (Lab. Code, § 512, subd. (a) ["An employer shall not employ an employee for a work
25 period of more than five hours per day without providing the employee with a meal period of not
26 less than 30 minutes"]; Cal. Code of Regs., tit. 8, § 11040 ["No employer shall employ any
27 person for a work period of more than five (5) hours without a meal period of not less than 30
28 minutes"].) Additionally, an employee who works more than ten hours per day is entitled to

1 receive a second thirty-minute uninterrupted and duty-free meal period. (Lab. Code, § 512, subd. (a)
2 ["An employer shall not employ an employee for a work period of more than 10 hours per day
3 without providing the employee with a second meal period of not less than 30 minutes"].)

4 31. On July 15, 2021, the California Supreme Court issued a decision in *Ferra v. Loews*
5 *Hollywood Hotel, LLC*, 11 Cal.5th 858 (2021) where the court unanimously held that employers
6 must pay premium payments to employees for missed meal, rest, and recovery breaks at the
7 employee's "regular rate of pay" instead of their base hourly rate. The regular rate of pay may be
8 higher than the base hourly rate because the regular rate of pay must include all nondiscretionary
9 incentive payments, including nondiscretionary bonuses.

10 32. Defendant knew or should have known that as a result of its policies and/or practices,
11 that Plaintiffs and Class Members were not actually relieved of all duties to take timely,
12 uninterrupted meal periods. Defendant further knew or should have known that it did not pay
13 Plaintiff and members of the Classes all meal period premiums when meal periods were missed, late,
14 short, and/or interrupted. Furthermore, Defendant has engaged in a company-wide practice and/or
15 policy of not paying meal period premiums owed when compliant meal periods are not provided.
16 Because of this practice and/or policy, Plaintiffs and members of the Classes have not received all
17 premium pay for missed, interrupted, or late meal periods.

18 33. Accordingly, Defendant failed to provide all meal periods in violation of California
19 *Labor Code* §§ 226.7, 512(a), 516, and 1198.

20 ***Defendant's Failure to Provide Compliant Wage Statements***

21 34. Defendant also failed to provide accurate itemized wage statements in accordance
22 with Labor Code sections 226, subdivisions (a)(1), (2), (5), and (9). Labor Code section 226,
23 subdivision (a), obligates employers, semi-monthly or at the time of each payment to furnish an
24 itemized wage statement in writing showing:

- 25 (1) The gross wages earned;
26 (2) The total hours worked by the employee;
27 (3) The number of piece-rate units earned and any applicable piece rate if the
28 employee is paid on a piece rate basis;

- 1 (4) All deductions, provided that all deductions made on written orders of the
2 employee may be aggregated and shown as one item;
3 (5) The net wages earned;
4 (6) The inclusive dates of the period for which the employee is paid;
5 (7) The name of the employee and only the last four digits of his or her social
6 security number or an employee identification number other than a social security
7 number;
8 (8) The name and address of the legal entity that is the employer; and
9 (9) All applicable hourly rates in effect during the pay period and the corresponding
10 number of hours worked at each hourly rate by the employee.

11 35. Due to Defendant's failure to pay the Class Members properly as described above,
12 the wage statements issued do not indicate the correct amount of gross wages earned, total hours
13 worked, or the net wages earned, or the applicable hourly rates in effect during the pay period and
14 the corresponding number of hours worked at each hourly rate. Thus, Defendant has violated Labor
15 Code section 226, subdivisions (a)(1), (2), (5), and (9).

16 36. In addition to Labor Code section 226, subdivision (a), Defendant also knowingly
17 and intentionally failed to provide the Class Members with accurate itemized wage statements in
18 violation of Labor Code section 226, subdivision (e). Defendant knew that they were not providing
19 the Class Members with wage statements required by California law but nevertheless failed to
20 correct their unlawful practices and policies.

21 ***Defendant's Failure in Maintaining Accurate Records***

22 37. Labor Code section 226, subdivision (a), requires employers to keep an accurate
23 record of, among other things, all hours worked by employees. Labor Code section 226.3 provides,
24 in pertinent part, as follows:

25 "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
26 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
27 in an initial citation and one thousand dollars (\$1,000) per employee for each
28 violation in a subsequent citation, for which the employer fails to provide the

1 employee a wage deduction statement or fails to keep the records required in
2 subdivision (a) of Section 226. The civil penalties provided for in this section are in
3 addition to any other penalty provided by law.” (Lab. Code, § 226.3, emphasis
4 added.)

5 38. Likewise, Labor Code section 1174, subdivision (d), requires every employer,
6 including Defendants, to:

7 “Keep, at a central location in the state or at the plants or establishments at which
8 employees are employed, payroll records showing the hours worked daily by and
9 the wages paid to, and the number of piece-rate units earned by and any applicable
10 piece rate paid to, employees employed at the respective plants or establishments.
11 These records shall be kept in accordance with rules established for this purpose by
12 the commission, but in any case shall be kept on file for not less than three years.
13 An employer shall not prohibit an employee from maintaining a personal record of
14 hours worked, or, if paid on a piece-rate basis, piece-rate units earned.” (Lab. Code,
15 § 1174, subd. (d), emphasis added.)

16 39. As explained in detail above, Defendant failed to provide the Class Members with
17 accurate itemized wage statements. Defendant did so, in part, because they failed to accurately track
18 hours worked by the Class Members. Defendant has thus failed to keep accurate records of the “total
19 hours worked by the employee[s]” in violation of Labor Code section 226, subdivision (a), and are
20 therefore subject to the penalties provided by Labor Code section 226.3. These penalties are “in
21 addition to any other penalty provided by law.” (Lab. Code, § 226.3.)

22 40. The failure to accurately track hours worked also resulted in a failure of Defendant
23 to keep a record of all “payroll records showing the hours worked daily by” Defendant’s employees,
24 including Plaintiff and the other Class Members, in violation of Labor Code section 1174,
25 subdivision (d).

26 ***Defendant’s Failure to Timely Pay Wages During Employment***

27 41. During the relevant time period, Defendant willfully failed to pay Plaintiff and other
28 non-exempt employees all wages due including, but not limited to, overtime wages, minimum wages,

1 and/or meal and rest period premiums, within the time periods specified by California Labor Code
2 § 204.

3 ***Defendant's Failure to Timely Pay Final Wage Upon Termination***

4 42. On information and belief, Defendant has a company-wide practice or policy of
5 paying departing employees their final wages untimely instead of adhering to the time requirements
6 set forth in Labor Code §§ 201 and 202. This is a result of Defendant's failure to pay Plaintiff and
7 Class Members the earned and unpaid wages set forth above, including but not limited to, overtime
8 wages, minimum wages, and/or meal rest period premiums, either at the time of discharge, or within
9 seventy-two (72) hours of their leaving Defendant's employ.

10 ***Defendant's Failure to Reimburse Business Expenses***

11 43. At all relevant times herein, Defendant was subject to Labor Code section 2802,
12 which states that "an employer shall indemnify his or her employees for all necessary expenditures
13 or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
14 his or her obedience to the directions of the employer." The purpose of this section is to "prevent
15 employers from passing along their operating expenses onto their employees." (*Gattuso v. Harte-*
16 *Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562.)

17 44. At all relevant times herein, Defendant was subject to Labor Code section 2804,
18 which states that "any contract or agreement, express or implied, made by any employee to waive
19 the benefits of this article or any part thereof, is null and void, and this article shall not deprive any
20 employee or his personal representative of any right or remedy to which he is entitled under the laws
21 of this State."

22 45. Thus, the Class Members were and are entitled to reimbursement for the expenses
23 they incurred during the course of their duties. The duty to reimburse even extends to the use of
24 equipment the employee may already own and would be required to pay for anyway. (*Cochran v.*
25 *Schwan's Home Serv., Inc.* (2014) 228 Cal.App.4th 1137, 1144 ["The threshold question in this case
26 is this: Does an employer always have to reimburse an employee for the reasonable expense of the
27 mandatory use of a personal cell phone, or is the reimbursement obligation limited to the situation
28 in which the employee incurred an extra expense that he or she would not have otherwise incurred

absent the job? The answer is that reimbursement is always required. Otherwise, the employer would receive a windfall because it would be passing its operating expenses on to the employee.”].)

46. Here, Defendant failed to fully reimburse the Class Members for necessary expenditures incurred as a direct consequence and requirement of performing their job duties, required to perform their work. Consequently, Defendant failed to comply with Labor Code section 2802.

Facts Regarding Willfulness

47. Plaintiff is informed and believes, and based thereon allege, that Defendant is and was advised by skilled lawyers, other professionals, employees with human resources background and advisors with knowledge of the requirements of California wage and hour laws and that at all relevant times, Defendant knew or should have known, that the Class Members, including Plaintiff, were entitled to receive one hour of pay at the employee’s regular rate of compensation for each day that a meal and/or rest period was not provided and were and are entitled to received pay for all hours worked, accurate itemized wage statements, and pay in a timely manner.

Unfair Business Practices

48. Defendant has further engaged in, and continues to engage in, unfair business practices in California by practicing, employing and utilizing the unlawful employment practices and policies outlined above.

49. As a direct result of the wage and hour violations herein alleged, Plaintiffs and Class Members have suffered, and continue to suffer substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorneys’ fees in seeking to compel Defendant to fully perform its obligations under state law, all to Plaintiff’s and the Class Members’ respective damage in amounts according to proof at the time of trial.

Plaintiff’s Exhaustion of Administrative Remedies

50. Plaintiff is currently complying with the procedures for bringing suit specified in California *Labor Code* § 2699.3.

51. By letter dated, May 16, 2022 required notice was provided to Labor and Workforce Development Agency (“LWDA”) and Defendant, of the specific provisions of the California *Labor*

1 Code alleged to have been violated, including the facts and theories to support the alleged violations.

2 52. This Complaint will be amended when more than sixty-five (65) days have passed
3 since the date the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to
4 investigate the allegations herein.

5 **CLASS ACTION ALLEGATIONS**

6 53. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

7 54. Pursuant to California *Code of Civil Procedure* § 382, this action is brought and may
8 be properly maintained as a class action. This action satisfies the ascertainability, numerosity,
9 commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

10 55. Plaintiffs bring this suit as a class action on behalf of two classes of individuals
11 defined as follows (collectively the "Classes"):

12 56. Plaintiff Class: All persons who have been, or currently are, employed by Defendant
13 and who held, or hold, job positions including Mortgage Banker, Mortgage Loan Officers, Loan
14 Officers, and/or other inside commissioned employees which Defendant has classified as "non-
15 exempt" employees in the State of California, at any time since four years prior to filing this action,
16 through the date judgment is rendered in this action.

17 57. Terminated Sub Class: All members of the Plaintiff Class whose employment ended
18 during the Class Period.

19 58. Numerosity: Plaintiff is informed and believes, and on that basis allege, that during
20 the class period hundreds of class members have been employed by Defendant as non-exempt
21 employees in the State of California. Because so many persons have been employed by Defendant
22 in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is
23 impossible and/or impracticable.

24 59. Common Questions of Law and/or Fact: Common questions of law, in fact, exist as
25 to all members of the Plaintiff Class and predominate over any questions affecting solely individual
26 members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the
27 adjudication of class members' claims are as follows:

28 a. Whether Plaintiffs and Class Members are subject to and entitled to the benefits of

1 California wage and hour statutes;

- 2 b. Whether Defendant failed to pay Plaintiffs and Class Members for all hours worked;
- 3 c. Whether Defendant failed to pay Plaintiffs and Class Members all overtime;
- 4 d. Whether Defendant had a standard policy of not providing compliant meal breaks
- 5 and premiums to Plaintiffs and members of the Plaintiff Class;
- 6 e. Whether Defendant had a standard policy of not providing compliant rest breaks and
- 7 premiums to Plaintiffs and members of the Plaintiff Class;
- 8 f. Whether Defendant unlawfully and/or willfully failed to provide Plaintiffs and
- 9 members of the Plaintiff Class with true and proper wage statements upon payment
- 10 of wages, in violation of California *Labor Code* § 226;
- 11 g. Whether Defendant failed to timely pay wages during employment;
- 12 h. Whether Defendant unlawfully and/or willingly failed to timely pay Plaintiffs and
- 13 the Terminated Sub Class upon termination;
- 14 i. Whether Defendant failed to maintain accurate record keeping;
- 15 j. Whether Defendant failed to reimburse Plaintiffs and members of the Plaintiff Class
- 16 for business-related expenses;
- 17 k. Whether Plaintiffs and members of the Plaintiff Class sustained damages, and if so,
- 18 the proper measure of such damages, as well as interest, penalties, costs, attorneys'
- 19 fees, and equitable relief;
- 20 l. Whether Defendant's conduct as alleged herein violates the Unfair Business
- 21 Practices Act of California, *Bus. & Prof. Code* § 17200, *et seq.*

22 60. Typicality: The claims of the named Plaintiff are typical of the claims of the

23 members of the Plaintiff Class. Defendant's common course of conduct in failing to provide their

24 non-exempt employees with meal and rest periods and all wages in compliance with the applicable

25 Wage Order or premium compensation at the regular rate in lieu thereof, and failing to provide them

26 with compliant wage statements has caused Plaintiff and the proposed Class to sustain the same or

27 similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with

28 the claims of the proposed Class. Plaintiff and the proposed Class sustained the same or similar

1 injuries and damages arising from Defendant's common policies, practices, procedures, protocols,
2 routines, and rules which were applied to other class members as well as Plaintiff. Plaintiff seeks
3 recovery for the same type of losses, injuries, and damages as were suffered by other members of
4 the proposed class.

5 61. Adequacy of Representation: Plaintiff is an adequate representatives of the proposed
6 classes because he is a member of the class, and his interests do not conflict with the interests of the
7 members they seek to represent. Plaintiff has retained competent counsel, experienced in the
8 prosecution of complex class actions, and together Plaintiff and his counsel intend to prosecute this
9 action vigorously for the benefit of the classes. The interests of the Class Members will fairly and
10 adequately be protected by Plaintiff and his attorneys.

11 62. Superiority of Class Action: A class action is superior to other available methods for
12 the fair and efficient adjudication of this litigation since individual litigation of the claims of all
13 Class Members is impracticable. It would be unduly burdensome to the courts if these matters were
14 to proceed on an individual basis, because this would potentially result in hundreds of individual,
15 repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or
16 contradictory judgments, and the prospect of a "race to the courthouse," and an inequitable
17 allocation of recovery among those with equally meritorious claims. By contrast, the class action
18 device presents far fewer management difficulties, and provides the benefit of a single adjudication,
19 economics of scale, and comprehensive supervision by a single court.

20 63. The various claims asserted in this action are additionally or alternatively certifiable
21 under the provisions of the California *Code of Civil Procedure* § 382 because:

- 22 a. The prosecution of separate actions by hundreds of individual class members would
23 create a risk of varying adjudications with respect to individual class members, thus
24 establishing incompatible standards of conduct for Defendants, and
25 b. The prosecution of separate actions by individual class members would also create
26 the risk of adjudications with respect to them that, as a practical matter, would be
27 dispositive of the interest of the other class members who are not a party to such
28 adjudications and would substantially impair or impede the ability of such non-party

1 class members to protect their interests.

2 **FIRST CAUSE OF ACTION**

3 **Failure to Pay Overtime Compensation**

4 **(By Plaintiff and Members of the Putative Class Against Defendant)**

5 64. Plaintiff re-alleges and incorporates by reference the allegations contained in
6 preceding paragraphs as though fully set forth herein.

7 65. As set forth hereinabove, Defendant is obligated to pay Plaintiff and other class
8 members premium pay on overtime. Plaintiff and class members routinely worked more than forty
9 hours in a week, before and after normal operation hours. But, as previously stated, money paid for
10 hours worked on an hourly basis was merely a “draw against commission” – a loan to the employee
11 to be paid back later.

12 66. In other words, Defendant owed Plaintiff and class members overtime premium pay
13 for all hours worked in excess of 40 per week at one and one half the so-called “regular rate.” In
14 this case, Plaintiff’s regular rate was \$14.00 per hour.

15 67. Instead of paying premium overtime on these commissions, Ladera engaged in a
16 complicated scheme to avoid payment of this overtime premium rate. Moreover, Defendant rounded
17 Plaintiff and class members’ hours worked resulting in additional unpaid overtime.

18 68. California *Labor Code* §§ 510 and 1198 and the applicable Industrial Welfare
19 Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8)
20 hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½)
21 times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than
22 forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers
23 are required to pay employees working more than twelve (12) hours in a day overtime compensation
24 at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all
25 remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary
26 bonuses and incentive pay.

27 69. Defendant willfully failed to pay all overtime wages owed to Plaintiffs and members
28 of the Classes. During the relevant time period, Plaintiffs and members of the Classes were not paid

1 overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess
2 of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that
3 they worked were not recorded.

4 70. Defendant knew or should have known that as a result of company-wide practices
5 and/or policies, Plaintiff and class members were suffered or permitted to perform work for which
6 they were not paid. Because Plaintiffs and members of the Classes worked shifts of eight (8) hours
7 a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for
8 overtime premium pay. Therefore, Plaintiffs and members of the Classes were not paid overtime
9 wages for all of the overtime hours they actually worked.

10 71. To correctly calculate the overtime premium rate for commission paid employees,
11 an employer must simply divide the total amount earned in the pay period by the hours worked in
12 that same pay period, times half (since the commissions cover the straight time rate), times the hours
13 worked overtime in that pay period. Here, however Defendant fails to pay any overtime wages
14 whatsoever.

15 72. Defendant's failure to pay Plaintiff and members of the Classes the balance of
16 overtime compensation, as required by California law, violates the provisions of California Labor
17 Code sections 510 and 1198. Plaintiffs and members of the Classes are entitled to recover civil
18 penalties, attorney's fees, costs, and interest thereon.

19 **SECOND CAUSE OF ACTION**

20 **Failure to Provide Minimum Wages**

21 **(By Plaintiff and Members of the Putative Class Against Defendant)**

22 73. Plaintiff re-alleges and incorporates by reference the allegations contained in
23 preceding paragraphs as though fully set forth herein.

24 74. As set forth hereinabove, Defendant pays its commissioned employees twice a
25 month a fictitious hourly rate of pay. The hourly rate of pay is actually just a recoverable draw
26 against future commissions. A draw is a loan, and therefore Defendant does not actually pay the
27 employees any wages.

28 75. Defendant further failed to compensate Plaintiff and Class Members all their

1 minimum wages for hours worked because of Defendant's instructions to under-report the hours
2 actually worked and rounding Plaintiff and Class Members' hours worked.

3 76. California *Labor Code* § 1194(a) provides in relevant part: "Notwithstanding any
4 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ...
5 is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
6 ... including interest thereon, reasonable attorney's fees, and costs of suit."

7 77. California *Labor Code* § 1194.2(a) provides in relevant part: "In any action under
8 Section 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the
9 minimum wage fixed by an order of the commission ... an employee shall be entitled to recover
10 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

11 78. California *Labor Code* § 1197 provides: "The minimum wage for employees fixed
12 by the commission ... is the minimum wage to be paid to employees, and the payment of a lower
13 wage than the minimum so fixed is unlawful."

14 79. Plaintiff is informed and believes, and therefore alleges, that Defendant's
15 compensation schemes do not fairly compensate Plaintiff and other Class Members for all hours
16 spent performing their job duties.

17 80. The failure to pay at least minimum wages to Plaintiffs and class members for each
18 and every hour worked violates California *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, and 1197;
19 the applicable IWC Wage Order, section 4; and California *Business & Professions Code*.

20 81. The failure to pay designated wages to Plaintiffs and class members for each and
21 every hour worked violates California *Labor Code* §§ 221 and 223; IWC Wage Order; and
22 California *Business & Professions Code*.

23 82. During the applicable time period, Defendant has and continues to have a pattern
24 and practice of not providing its employees all wages, by failing to include all compensable time.

25 83. As a proximate result of the above-mentioned violations. Plaintiff and class
26 members have been damaged in an amount according to proof at time of trial.

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28 ///

1 **THIRD CAUSE OF ACTION**

2 **Non-Compliant Meal Breaks**

3 **(By Plaintiff and Members of the Putative Class Against Defendant)**

4 84. Plaintiff hereby incorporate by reference each and every one of the allegations
5 contained in the preceding paragraphs as if the same were fully set forth herein.

6 85. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class
7 Members regularly worked more than five (5) hours per shift and were entitled to a meal period of
8 not less than thirty (30) minutes without duty.

9 86. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant
10 routinely failed to provide Plaintiff and the members of the Classes with such meal periods without
11 duty, notwithstanding the fact that Plaintiff and the members of the Classes had not waived their
12 right to the same. Thus, Defendant failed to provide Plaintiff and Class Members with meal periods
13 required by California *Labor Code* §§ 226.7, 512, 516 and IWC Wage Order, section 11 and
14 categorically failed to pay any and all meal period wages due.

15 87. Plaintiff and Class Members seek damages pursuant to California *Labor Code* §§
16 226.7(b) and IWC Wage Order section 11(D), in the amount of one additional hour of pay at the
17 regular rate for each work day that the meal period is/was not provided to Plaintiffs and any member
18 of members of the Classes, the cumulative sum of which is to be determined at trial.

19 88. Under the foregoing, California employers must provide meal periods and authorize
20 and permit rest periods to all employees during their shifts. In *Augustus v. ABM Security Services,*
21 *Inc.*, 2 Cal.5th 257 (2016), the California Supreme Court reaffirmed that the required meal and rest
22 periods must be “off-duty,” which means that employees must be relieved of “all work-related
23 duties,” including the duty to remain “on call,” and they must be “free from employer control” over
24 how they “spend their time.” *Id.* at 264, 269. Employees must have the freedom to use meal and rest
25 periods for their own purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court*, 53 Cal.4th 1004,
26 1038-39 (2012).

27 89. Yet Defendant did and does not provide Plaintiff and members of the Classes with
28 meal periods during which they are completely relieved of duty for at least thirty (30) minutes by

1 the fifth hour of work and again by the tenth hour of work.

2 90. Thus, Defendant has failed to perform its obligations to provide Plaintiff and the
3 Class Members with off-duty meal periods by the end of the fifth hour of work and a second meal
4 period by the end of the tenth hour of work. Defendant also has failed to pay Plaintiff and the
5 members of the Plaintiff Class one (1) hour of pay at the regular rate for each off-duty meal period
6 that they have been denied.

7 91. On July 15, 2021, the California Supreme Court issued a decision in *Ferra v. Loews*
8 *Hollywood Hotel, LLC*, 11 Cal.5th 858 (2021) where the court unanimously held that employers
9 must pay premium payments to employees for missed meal, rest, and recovery breaks at the
10 employee's "regular rate of pay" instead of their base hourly rate. The regular rate of pay may be
11 higher than the base hourly rate because the regular rate of pay must include all nondiscretionary
12 incentive payments, including nondiscretionary bonuses.

13 92. Defendant knew or should have known that as a result of its policies and/or practices,
14 that Plaintiff and members of the Classes were not actually relieved of all duties to take timely,
15 uninterrupted meal periods. Defendant further knew or should have known that it did not pay
16 Plaintiff and members of the Classes all meal period premiums when meal periods were missed, late,
17 short, and/or interrupted. Furthermore, Defendant has engaged in a company-wide practice and/or
18 policy of not paying meal period premiums owed when compliant meal periods are not provided.
19 Because of this practice and/or policy, Plaintiff and members of the Classes have not received all
20 premium pay for missed, interrupted, or late meal periods.

21 93. Accordingly, Defendant failed to provide all meal periods in violation of California
22 *Labor Code* §§ 226.7, 512(a), 516, and 1198.

23 94. Plaintiff and members of the Classes are entitled to civil penalties, attorney's fees,
24 costs, and interest thereon.

25 **FOURTH CAUSE OF ACTION**

26 **Non-Compliant Rest Breaks**

27 **(By Plaintiff and Members of the Putative Class Against Defendant)**

28 95. Plaintiff hereby incorporates by reference each and every one of the allegations

1 contained in the preceding paragraphs as if the same were fully set forth herein.

2 96. Plaintiff is informed and believes, and thereon allege, that Plaintiff and Class
3 Members were entitled to a paid rest period of not less than ten (10) minutes without duty for each
4 and every four (4) hours worked during the workday. Moreover, Plaintiff alleges that he and
5 members of the Classes were not provided with one hour of pay in lieu of each non-compliant rest
6 break.

7 97. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant
8 routinely failed to provide Plaintiff and the members of the Classes with such paid rest periods
9 without duty, notwithstanding the fact that Plaintiff and the members of the Classes had not waived
10 their right to the same. Thus, Defendant failed to provide Plaintiff and Class Members with rest
11 periods required by California *Labor Code* §§ 226.7, 512, and 516, IWC Wage Order, section 12
12 and categorically failed to pay any and all rest period wages due.

13 98. Plaintiff and Class Members seek damages pursuant to California *Labor Code*
14 §226.7(b) and the applicable IWC Wage Order section 12(B), in the amount of one additional hour
15 of pay at the regular rate for each work day that the rest period is/was not provided or provided late
16 to Plaintiffs and any member of the Classes, the cumulative sum of which is to be determined at trial.

17 99. Therefore, Plaintiffs and members of the Plaintiff Class are entitled to compensation
18 for Defendant's failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of
19 suit pursuant to California *Labor Code* §§226.7(b) and the applicable wage order.

20 **FIFTH CAUSE OF ACTION**

21 **Failure to Provide Accurate Wage Statements**

22 **(By Plaintiff and Members of the Putative Class Against Defendant)**

23 100. Plaintiff realleges and incorporates by this reference all the paragraphs above in this
24 Complaint as though fully set forth herein.

25 101. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage
26 statements showing, *inter alia*, hours worked, to Plaintiff and the class members in accordance with Labor
27 Code § 226(a) and applicable Wage Order No. 9. Plaintiff is informed and believe, and thereon allege,
28 that Defendant knowingly and intentionally failed to furnish Plaintiffs and members of the Classes

1 with timely, itemized statements showing (a) total hours, (b) gross wages earned, (c) all deductions,
2 and/or (d) all applicable hourly rates in effect during each respective pay period and the
3 corresponding number of hours worked at each hourly rate by each respective individual Such failure
4 caused injury to Plaintiff and the class members by, among other things, impeding them from knowing the
5 amount of wages to which they are and were legally entitled.

6 102. Plaintiff's good faith estimate of the number of pay periods in which Defendant failed to
7 provide accurate itemized wage statements to Plaintiff and the class members is each and every pay period
8 during the Class Period.

9 103. Plaintiff and the Class Members are entitled to and seek injunctive relief requiring
10 Defendant to comply with Labor Code §§ 226(a) and further seek the amount provided under Labor Code
11 § 226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
12 a violation occurred and one hundred dollars (\$100) per employee for each violation in a subsequent pay
13 period.

14 104. Ladera is also subject to civil penalties for Labor Code § 226(a) violations "in the
15 amount of two hundred and fifty dollars (\$250) per employee per violation in an initial citation and
16 one thousand (\$1,000) per employee for each violation in a subsequent citation..." as provided by
17 Labor Code §§ 226.3.

18 **SIXTH CAUSE OF ACTION**

19 **Failure to Maintain Accurate Recordkeeping**

20 **(By Plaintiff and Members of the Putative Class Against Defendant)**

21 105. Plaintiff realleges and incorporates by this reference all the paragraphs above in this
22 Complaint as though fully set forth herein.

23 106. Plaintiff is informed and believes, and thereon alleges, that Defendant did not
24 maintain accurate business records pertaining to the total hours worked for Defendant by Plaintiff
25 and the members of the Classes as required under California *Labor Code* § 1174.5. This is a result
26 of missing hours worked, and missed meal and rest-break premiums.

27 107. As a result of not having kept accurate records, Plaintiff and the Class Members
28 suffered injuries in the form of confusion over whether they received all wages owed to them, and

1 difficulty and expense in reconstructing pay records in addition to other injuries which may come to
2 light during the discovery process.

3 108. California *Labor Code* § 1198 provides that the maximum hours of work and the
4 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the
5 applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any
6 employees for longer hours than those fixed by the order or under conditions of labor prohibited by
7 the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep
8 accurate time records showing when the employee begins and ends each work period and meal
9 period.

10 109. During the relevant time period, Defendant failed, on a company-wide basis, to keep
11 accurate records of work and meal period start and stop times for Plaintiff and members of the
12 Classes, in violation of section 1198.

13 110. Plaintiff and members of the Classes are entitled to civil penalties, attorney’s fees,
14 costs, and interest thereon.

15 **SEVENTH CAUSE OF ACTION**

16 **Failure to Timely Pay Wages During Employment**

17 **(By Plaintiff and Members of the Putative Class Against Defendant)**

18 111. Plaintiff hereby incorporates by reference each and every one of the allegations
19 contained in the preceding paragraphs as if the same were fully set forth herein.

20 112. California *Labor Code* § 204 requires that all wages earned by any person in any
21 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
22 wages due upon termination of an employee, are due and payable between the 16th and the 26th day
23 of the month during which the labor was performed, and that all wages earned by any person in any
24 employment between the 16th and the last day, inclusive, of any calendar month, other than those
25 wages due upon termination of an employee, are due and payable between the 1st and the 10th day
26 of the following month.

27 113. California *Labor Code* § 204 also requires that all wages earned for labor in excess
28 of the normal work period shall be paid no later than the payday for the next regular payroll period.

1 Alternatively, California *Labor Code* § 204 provides that the requirements of this section are deemed
2 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are
3 paid not more than seven (7) calendar days following the close of the payroll period.

4 114. During the Class Period, Defendant willfully failed to pay Plaintiff and members of
5 the Classes all wages due including, but not limited to, overtime wages, minimum wages, and/or
6 meal and rest period premiums, within the time periods specified by California *Labor Code* § 204.

7 115. Plaintiff and members of the Classes are entitled to recover civil penalties,
8 attorney's fees, costs, and interest thereon, pursuant to *Labor Code* § 210.

9 **EIGHTH CAUSE OF ACTION**

10 **Waiting Time Penalties**

11 **(By Plaintiff and Members of the Terminated Sub Class Against Defendant)**

12 116. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
13 forth herein.

14 117. At all times, relevant herein, Defendant was required to pay their employees all
15 wages owed in a timely fashion during and at the end of their employment, pursuant to California
16 *Labor Code* §§ 201-203.

17 118. As a pattern and practice, Defendant regularly failed to pay Plaintiff and the
18 members of the Terminated Sub Class their final wages pursuant to California *Labor Code* §§ 201-
19 203, and accordingly owe waiting time penalties pursuant to California *Labor Code* § 203.

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

26 120. On information and belief, Defendant has a company-wide practice or policy of
27 paying departing employees their final wages late, instead of adhering to the time requirements set
28 forth in *Labor Code* §§ 201 and 202.

121. In addition, Defendant willfully failed to pay Plaintiffs and members of the Terminated Sub Class the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ.

122. Plaintiff and members of the Terminated Sub Class are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to *Labor Code* § 256.

NINTH CAUSE OF ACTION

Failure to Reimburse Business Expenses

(By Plaintiff and Members of the Putative Class Against All Defendants)

123. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

124. California *Labor Code* § 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of *Labor Code* § 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

125. The applicable wage order, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

126. During the Class Period Defendant had a company-wide policy requiring Plaintiffs and members of the Classes to utilize and purchase their own tools for work-related duties and subjected Plaintiff and members of the Classes to the costs.

127. Thus, Defendant had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California *Labor Code* § 2802.

128. Plaintiff and members of the Classes are entitled to recover civil penalties, attorney's

1 fees, costs, and interest thereon.

2 **TENTH CAUSE OF ACTION**

3 **Unfair Business Practices**

4 **(By Plaintiffs and the Members of the Plaintiff Class Against All Defendants)**

5 129. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
6 forth herein.

7 130. California *Business and Professions Code* §17200 defines unfair competition to
8 include, “unlawful, unfair or fraudulent business practices.”

9 131. Plaintiff and all proposed Class Members are “persons within the meaning of
10 Business and Professions Code §17204, who have suffered injury in fact and have lost money or
11 property as a result of Defendant’s unfair competition.

12 132. Defendant has been committing, and continues to commit, acts of unfair competition
13 by engaging in the unlawful, unfair and fraudulent business practices and acts described in this
14 Complaint, including, but not limited to:

- 15 a) violations of California *Labor Code* §§ 510, 1198;
16 b) violations of California *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, 1197, 1198;
17 c) violations of California *Labor Code* §§ 226.7, 512, 516, and 1198;
18 d) violations of California *Labor Code* § 226, 1174;
19 e) violations of California *Labor Code* § 204;
20 f) violations of California *Labor Code* §§ 201 and 202;
21 g) violations of California *Labor Code* § 1198;
22 h) violations of California *Labor Code* § 2802
23 i) violations of the applicable Wage Order.

24 133. As a result of its unlawful, unfair, and/or fraudulent business acts and practices,
25 Defendant has reaped and continues to reap unfair benefits and illegal profits at the expense of
26 Plaintiff and proposed Class Members. Defendant’s unlawful, unfair, and/or fraudulent conduct has
27 also enabled Defendant to gain an unfair competitive advantage over law-abiding employers and
28 competitors.

134. The *Business and Professions Code* §17203 provides that the Court may restore to an aggrieved party any money or property acquired by means of the unlawful, unfair, and/or fraudulent business acts or practices.

135. Plaintiff seek a court order enjoining Defendant from the unlawful, unfair, and/or fraudulent activity alleged herein.

136. Pursuant to Civil Code §3287(a), Plaintiff and other members of the Plaintiff Class are entitled to recover pre-judgment interest on wages earned, but not paid.

137. Plaintiff further seek an order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to themselves and members of the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

138. Plaintiff seeks restitution for themselves and all others similarly situated of these amounts, including all earned and unpaid wages and attorneys' fees and costs pursuant to Cal. Code Civ. Proc. §1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
2. For an order that counsel for Plaintiff be appointed class counsel;
3. Certification of this class action on behalf of the proposed Plaintiff and Terminated Sub-Class;
4. Designation of Plaintiff as the class representatives of the Plaintiff and Terminated Sub Class;
5. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendant;
6. An order appointing Plaintiff's counsel as class counsel;
7. Prejudgment and post judgment interest on all sums awarded;
8. For compensatory damages;

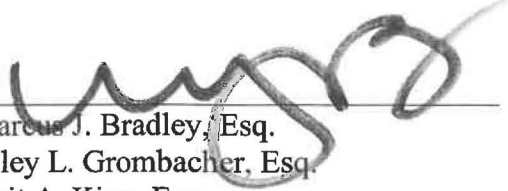
- 1 9. For penalties pursuant to California *Labor Code* §§ 200, 226, 226.3, 226.7;
- 2 10. For interest accrued to date;
- 3 11. For costs of suit and expenses incurred herein pursuant to California *Labor Code* §§
- 4 226 and 1194;
- 5 12. For reasonable attorneys' fees pursuant to California *Labor Code* §§ 226, Code of
- 6 Civil Procedure § 1021.5, and/or other applicable law; and
- 7 13. A declaratory judgment that Defendant has knowingly and intentionally violated the
- 8 following provisions of law;
- 9 a. California *Labor Code* §§ 510, 1198 for failing to pay
- 10 overtime;
- 11 b. California *Labor Code* §§ 1182.11-1182.12, 1194,
- 12 1194.2, 1197, 1198 for failing to pay all wages;
- 13 c. California *Labor Code* §§ 226.7, 512, 516, and 1198 for
- 14 failing to provide compliant meal and rest breaks;
- 15 d. California *Labor Code* § 226, 1174 for failing to provide
- 16 compliant wage statements and failing to maintain
- 17 accurate records;
- 18 e. California *Labor Code* § 204 for failing to timely pay
- 19 wages;
- 20 f. violations of California *Labor Code* §§ 201 and 202 for
- 21 failing to pay wages at termination;
- 22 g. California *Labor Code* § 2802 for failing to reimburse
- 23 business expenses;
- 24 h. California *Business & Professions Code* §§ 17200-08 by
- 25 violating the provisions set forth herein above.
- 26 14. For all such other and further relief that the Court may deem just and proper.

27 ///

28 ///

1 DATED: May 16, 2022

BRADLEY/GROMBACHER, LLP

2 By: 

3 Marcus J. Bradley, Esq.

4 Kiley L. Grombacher, Esq.

5 Lirit A. King, Esq.

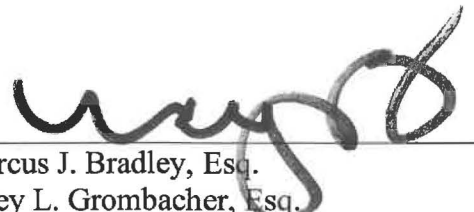
6 Attorneys for Plaintiff and Class Members

7 **JURY DEMAND**

8 Plaintiffs demands a trial by jury on all issues so triable as a matter of right.

9 DATED: May 16, 2022

BRADLEY/GROMBACHER, LLP

10 By: 

11 Marcus J. Bradley, Esq.

12 Kiley L. Grombacher, Esq.

13 Lirit A. King, Esq.

14 Attorneys for Plaintiff and Class Members