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individually, and on behalf of others  
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

TIANA BLUNT, individually, and on behalf  
of others similarly situated,

Plaintiff,

vs.

SAN FRANCISCO HEALTH CARE AND  
REHAB, INC. d/b/a SAN FRANCISCO  
HEALTH CARE, a corporation; and DOES 1  
through 50, inclusive,

Defendants.

CASE NO.:

**COMPLAINT CGC-22-601260**

**CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

**REPRESENTATIVE ACTION:**

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

**DEMAND FOR JURY TRIAL**

**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*  
**08/15/2022**  
**Clerk of the Court**  
BY: LAURA SIMMONS  
Deputy Clerk

1 PLAINTIFF TIANA BLUNT (“PLAINTIFF”), an individual, demanding a jury trial, on  
2 behalf of herself and other persons similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other current and former  
5 non-exempt employees of Defendants SAN FRANCISCO HEALTH CARE AND REHAB, INC.  
6 d/b/a SAN FRANCISCO HEALTH CARE (“SAN FRANCISCO HEALTH CARE AND REHAB,  
7 INC.”) and DOES 1 through 50, inclusive (collectively “DEFENDANTS”) to recover penalties  
8 arising from unpaid wages earned and due, including but not limited to unpaid and illegally  
9 calculated overtime compensation, unpaid and illegally calculated sick time compensation, illegal  
10 meal and rest period policies, failure to properly pay all meal and rest break premiums accrued,  
11 failure to pay all wages due to discharged or quitting employees, failure to maintain required  
12 records, failure to provide accurate itemized wage statements, failure to timely pay wages during  
13 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in  
14 discharging their duties.

15 **JURISDICTION AND VENUE**

16 2. The Superior Court of the State of California has jurisdiction in this matter because  
17 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do  
18 business in California and regularly conduct business in California. Further, no federal question is at  
19 issue because the claims are based solely on California law.

20 3. Venue is proper in this judicial district and the County of San Francisco, California  
21 because PLAINTIFF and other persons similarly situated, performed work for DEFENDANTS in  
22 the County of San Francisco, DEFENDANTS maintain offices and facilities and transact business  
23 in the County of San Francisco, and because DEFENDANTS’ illegal payroll policies and  
24 practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and  
25 other persons similarly situated, in the County of San Francisco.

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**PARTIES**

4. PLAINTIFF is a resident of the State of California. PLAINTIFF has been employed by DEFENDANTS as a non-exempt employee since approximately 2020.

5. PLAINTIFF, on behalf of herself and other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time during the four years preceding the filing of this action, and continuing while this action is pending, brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime compensation, unpaid and illegally calculated sick time compensation, failure to properly pay all meal and rest break premiums accrued, illegal meal and rest period policies, failure to pay all wages due to discharged and quitting employees, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs, and expenses.

6. PLAINTIFF brings this action on behalf of herself and the following similarly situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt employees of DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to the filing of this action and ending at the time this action settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right to name additional class representatives.

7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT SAN FRANCISCO HEALTH CARE AND REHAB, INC. is, and at all times relevant hereto was, a corporation authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, SAN FRANCISCO HEALTH CARE AND REHAB, INC. maintains offices and conducts business in the County of San Francisco, State of California.

8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious

1 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant  
2 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
3 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were  
4 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
5 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
6 when ascertained.

7 9. At all relevant times herein, DEFENDANTS were the joint employers of  
8 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,  
9 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
10 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
11 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
12 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-  
13 Defendant, and each was the alter ego of the other.

14 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed  
15 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
16 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,  
17 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF  
18 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,  
19 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;  
20 failing to properly maintain records; failing to provide accurate itemized statements for each pay  
21 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary  
22 expenditures; and requiring, permitting or suffering the employees to work off the clock, in  
23 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

24 11. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
25 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
26 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
27 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
28 and scope of said agency, employment and/or direction and control.

12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

13. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

### **CLASS ACTION DESIGNATION**

14. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order Nos. 5-2001, § 11]**

4 **(Against all DEFENDANTS)**

5 15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
6 allegations in the foregoing paragraphs.

7 16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
9 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than  
10 the 30-minute meal period, or to work through them, and failed to otherwise provide the required  
11 meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7,  
12 512 and IWC Order Nos. 5-2001, § 11.

13 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage  
14 Order Nos. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who  
15 were not provided with a lawful meal period, in accordance with the applicable wage order, one  
16 additional hour of compensation at each employee's regular rate of pay for each workday that a  
17 meal period was not provided.

18 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,  
19 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS  
20 MEMBERS for all hours worked during their meal periods.

21 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
23 earned and due, interest, penalties, expenses, and costs of suit.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Required Rest Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order Nos. 5-2001, § 12]**

4 **(Against all DEFENDANTS)**

5 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
6 allegations in the foregoing paragraphs.

7 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and  
8 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
9 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under  
10 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

11 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage  
12 Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not  
13 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
14 compensation at each employee's regular rate of pay for each workday that a rest period was not  
15 provided.

16 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
17 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
18 earned and due, interest, penalties, expenses, and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Pay Overtime Wages**

21 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

22 **(Against all DEFENDANTS)**

23 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
24 allegations in the foregoing paragraphs.

25 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-  
26 2001, § 3. DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
27 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
28 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the

1 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
2 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
3 on the seventh consecutive day of work in any workweek.

4 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
5 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage  
6 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate  
7 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
8 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:  
9 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
10 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3 (including but not  
11 limited to, by failing to properly factor in all forms of remuneration, including, e.g., the value of  
12 non-discretionary bonuses, incentive payments, and other forms of remuneration when  
13 calculating the regular rate of pay for purposes of paying overtime); requiring, permitting or  
14 suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or  
15 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally  
16 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to  
17 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate  
18 itemized wage statements to PLAINTIFF for each pay period; and other methods to be  
19 discovered.

20 27. In violation of California law, DEFENDANTS have knowingly and willfully  
21 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all  
22 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS  
23 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such  
24 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel  
25 DEFENDANTS to fully perform their obligations under state law, all to their respective damages  
26 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

27 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,  
28 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code

1 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor  
2 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the  
3 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'  
4 fees, expenses, and costs of suit.

5 **FOURTH CAUSE OF ACTION**

6 **Failure to Pay Minimum Wages**

7 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

8 **(Against all DEFENDANTS)**

9 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
10 allegations in the foregoing paragraphs.

11 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-  
12 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours  
13 worked in a payroll period is unlawful.

14 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and  
15 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,  
16 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
17 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest  
18 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS  
19 worked; illegally calculating and paying accrued sick time pay; failing to properly maintain  
20 PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage  
21 statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be  
22 discovered.

23 32. DEFENDANTS' conduct described herein violates California Labor Code §§  
24 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned  
25 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to  
26 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,  
27 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and  
28 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by

1 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

2 **FIFTH CAUSE OF ACTION**

3 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

4 **[Cal. Labor Code §§ 201, 202, 203]**

5 **(Against all DEFENDANTS)**

6 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
7 allegations in the foregoing paragraphs.

8 34. Pursuant to California Labor Code §§ 201, 202 and 203, DEFENDANTS are  
9 required to pay all earned and unpaid wages to an employee who is discharged. California Labor  
10 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued  
11 and unpaid at the time of discharge are due and payable immediately.

12 35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are  
13 required to pay all accrued wages due to an employee no later than 72 hours after the employee  
14 quits his or her employment, unless the employee provided 72 hours previous notice of his or her  
15 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

16 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
17 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is  
18 discharged or who quits, the employer is liable for waiting time penalties in the form of continued  
19 compensation to the employee at the same rate for up to 30 workdays.

20 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued  
21 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
22 California Labor Code §§ 201 and 202.

23 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
24 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
25 together with interest thereon, as well as other available remedies.

26 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
27 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
28 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are

1 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant  
2 to California Labor Code §§ 1194 and 2699.

3 **SIXTH CAUSE OF ACTION**

4 **Failure to Maintain Required Records**

5 **[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

6 **(Against all DEFENDANTS)**

7 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
8 allegations in the foregoing paragraphs.

9 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
10 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
11 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
12 California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not  
13 limited to the following records: total daily hours worked by each employee; applicable rates of  
14 pay; all deductions; meal periods; time records showing when each employee begins and ends  
15 each work period; and accurate itemized statements.

16 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
18 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,  
19 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
20 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,  
21 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
22 provided in California Labor Code § 226(e), as well as other available remedies.

23 **SEVENTH CAUSE OF ACTION**

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

26 **(Against all DEFENDANTS)**

27 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
28 allegations in the foregoing paragraphs.





1 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or  
2 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice  
3 under California Business and Professions Code § 17200 et seq.

4 53. DEFENDANTS' violations of California wage and hour laws constitute a business  
5 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over  
6 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and  
7 CLASS MEMBERS.

8 54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,  
9 rest periods, and other benefits as required by the California Labor Code, the California Code of  
10 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to  
11 record, report, and pay the correct sums of assessment to the state authorities under the California  
12 Labor Code and other applicable regulations.

13 55. As a result of DEFENDANTS' unfair and unlawful business practices,  
14 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense  
15 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
16 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
17 MEMBERS.

18 56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
19 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
20 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and  
21 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
22 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
23 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
24 jurisdiction of this Court.

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1 **TENTH CAUSE OF ACTION**

2 **Representative Action for Civil Penalties**

3 **[Cal. Labor Code §§ 2698–2699.5]**

4 **(Against All DEFENDANTS)**

5 57. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
6 allegations in all preceding paragraphs, with exception of the allegations in paragraph 14 and the  
7 subparagraphs thereto.

8 58. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
9 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other  
10 current and former employees of DEFENDANTS pursuant to the procedures specified in  
11 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed  
12 by DEFENDANTS and the alleged violations of the California Labor Code were committed  
13 against PLAINTIFF and CLASS MEMBERS.

14 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
15 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil  
16 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,  
17 226.3, 558, 1174.5, 1197.1, and IWC Wage Order Nos. 5-2001, § 20 and 13-2001, § 20, from  
18 DEFENDANTS in a representative action for the violations set forth above, including but not  
19 limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174,  
20 1194, 1197, 1198, and 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award  
21 of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

22 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on  
23 May 16, 2022, by online filing to the California Labor and Workforce Development Agency  
24 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California  
25 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories  
26 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has  
27 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

28 61. Therefore, PLAINTIFF has complied with all of the requirements set forth in

1 California Labor Code § 2699.3 to commence a representative action under PAGA.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly  
4 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,  
5 and each of them, as follows:

- 6 1. For compensatory damages in an amount to be ascertained at trial;
- 7 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
8 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 9 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
10 and IWC Wage Order No. 5-2001;
- 11 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 12 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
13 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
14 from engaging in the unlawful business practices complained of herein;
- 15 6. For waiting time penalties pursuant to California Labor Code § 203;
- 16 7. For statutory and civil penalties according to proof, including but not limited to all  
17 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 18 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor  
19 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable  
20 provision providing for pre-judgment interest;
- 21 9. For reasonable attorneys' fees and costs pursuant to California Labor Code  
22 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions  
23 providing for attorneys' fees and costs;
- 24 10. For declaratory relief;
- 25 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,  
26 Seventh, Eighth, and Ninth Causes of Action as a class action;
- 27 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's  
28 counsel as class counsel, as to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and

1 Ninth Causes of Action; and

2 13. For such further relief that the Court may deem just and proper.

3  
4 DATED: August 15, 2022

5 Respectfully submitted,

6 **MATERN LAW GROUP, PC**

7  
8 By:



9 Matthew J. Matern

10 Tagore O. Subramaniam

11 Sean P. Hardy

12 Attorneys for Plaintiff TIANA BLUNT,  
13 individually, and on behalf of other persons  
14 similarly situated  
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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

3  
4 DATED: August 15, 2022

Respectfully submitted,

5 **MATERN LAW GROUP, PC**

6 By:

7 

8 Matthew J. Matern  
9 Tagore O. Subramaniam  
10 Sean P. Hardy  
11 Attorneys for Plaintiff TIANA BLUNT,  
12 individually, and on behalf of other persons  
13 similarly situated  
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