

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STAN S. MALLISON (SBN 184191)
StanM@TheMMLawFirm.com
HECTOR R. MARTINEZ (SBN 206336)
HectorM@TheMMLawFirm.com
GONZALO QUEZADA (SBN 338386)
GQuezada@TheMMLawFirm.com
MALLISON & MARTINEZ
1939 Harrison Street, Suite 730
Oakland, California 94612-3547
Telephone: (510) 832-9999
Facsimile: (510) 832-1101

Attorneys for Plaintiffs Paola Uribe and Maria Soto

[Plaintiffs' additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA

PAOLA URIBE, MARIA SOTO, KAREN
HART, WILSON CHUNG, and LISA
BURTON, individuals, on behalf of
themselves, all persons similarly situated,
aggrieved employees, and the State of
California

Plaintiffs,

vs.

MONROE OPERATIONS, LLC, dba
NEWPORT HEALTHCARE and
NEWPORT ACADEMY and NEWPORT
INSTITUTE and CENTER FOR
FAMILIES, and DOES ONE through
TWENTY inclusive,

Defendants.

Case No.: 56-2021-00561341-CU-OE-VTA

**SECOND AMENDED CLASS AND PAGA
ACTION COMPLAINT**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Rest or Pay
Additional Wages in Lieu Thereof;
4. Failure to Provide Meal Periods or Pay
Additional Wages in Lieu Thereof;
5. Failure to Indemnify Employees for
Necessary Business Expenditures or
Losses Incurred;
6. Failure to Maintain and Provide Accurate
Itemized Employee Wage Statements and
Records;
7. Failure To Pay Sick Pay Wages In
Violation Of Cal. Lab Code §§201- 204,
233, 246
8. Violation of Unfair Competition Law,
Cal. Bus. & Prof. Code §§ 17200 *et seq.*,
and

NON-CLASS COMPLAINT FOR:

9. Penalties Under Labor Code 2698 *et seq.*

DEMAND FOR JURY TRIAL
REQUEST FOR COMPLEX DESIGNATION



1 DANIEL F. GAINES, ESQ. SBN 251488

daniel@gaineslawfirm.com

2 ALEX P. KATOFISKY, ESQ. SBN 202754

alex@gaineslawfirm.com

3 JENIFER KRIKORIAN, ESQ. SBN 313788

jennifer@gaineslawfirm.com

4 **GAINES & GAINES, APLC**

27200 Agoura Rd., Suite 101

5 Calabasas, CA 91301

6 Telephone: (818) 703-8985

Facsimile: (818) 703-8984

7
8 Attorneys for Plaintiff Karen Hart, on behalf of herself and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*

9 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

10 Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

11 Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

12 2255 Calle Clara La Jolla, CA 92037

13 Telephone: (858)551-1223

Facsimile: (858) 551-1232

14 Website: www.bamlawca.com

15 Attorneys for Plaintiffs

16 Wilson Chung and Lisa Burton

1 I. INTRODUCTION

2 1. Plaintiffs PAOLA URIBE (“URIBE”), MARIA SOTO (“SOTO”), KAREN HART
3 (“HART”), WILSON CHUNG (“CHUNG”), and LISA BURTON (“BURTON”) (collectively as
4 “PLAINTIFFS”) bring this class and representative action pursuant to California Code of Civil
5 Procedure section 382 against Defendant MONROE OPERATIONS LLC, (*dba Newport*
6 *Healthcare, Newport Academy, Newport Institute and/or Center for Families*) (“MONROE”), and
7 DOES ONE through TWENTY (collectively with MONROE, “DEFENDANTS”)

8 2. The class that PLAINTIFFS seeks to represent (“Class”) is composed of employees
9 who worked for MONROE in the State of California as non-exempt workers paid on an hourly basis
10 at any time during the period beginning four years prior to the filing of the original complaint in this
11 action through resolution (“Class Period”). The wage and hour violations alleged in this Complaint
12 revolve around MONROE’s systemic failure to pay its non-exempt California employees in
13 conformance with the California Labor Code, Business and Professions Code, the applicable Wage
14 Order, and other California statutes and caselaw. Principally, MONROE intentionally and willfully
15 altered records of actual hours worked by its employees to avoid paying regular and overtime
16 premium wages earned by its employees and avoid paying premium wages for missed and/or late
17 rest and/or meal periods. From this unlawful practice, are related other violations, including but not
18 limited to recordkeeping violations, failure to provide proper rest and meal breaks, and wage
19 statement violations. PLAINTIFFS and the class are owed wages, interest, and penalties as a result
20 of MONROE’s enforcement of these policies and practices that violate the California Labor Code,
21 applicable Wage Order, and California’s unfair competition law (Cal. Bus. & Prof. Code section
22 17200 et seq., hereinafter “UCL”), as described below. The time periods for which PLAINTIFFS
23 seek recovery as to each cause of action is also described below.

24 3. At all times relevant hereto, MONROE’s unlawful policies and practices were
25 centrally devised and commonly applied to the CALIFORNIA CLASS and SUB-LABOR CLASS.

26 //

27 //

II. THE PARTIES

4. Plaintiff URIBE is a non-exempt, California-resident employee of URIBE during the Class Period. Plaintiff URIBE has been employed by MONROE since approximately May 2021 to the present. Plaintiff URIBE works as a non-exempt employee for MONROE and, over the course of their employment with MONROE, has worked at a variety of worksites in the Ventura County area. As a result of ALL MONROES' violations of the Labor Code, Plaintiff URIBE has suffered injury-in-fact and has lost money or property as a result of ALL MONROES' practices. This injury-in-fact and lost money or property consists of lost wages, premium pay, and other harms provided by the Labor Code as detailed in this Complaint. A tally of these harms cannot readily be determined as the necessary records are held nearly exclusively in ALL MONROES' possession, custody, and control. However, on information and belief, this injury-in-fact amounts to hundreds of thousands, if not millions, of dollars for the Class. Plaintiff URIBE, and the Class she seeks to represent, were regularly subjected to, or had personal knowledge of, the violations described in the Complaint and/or the allegations contained herein made on information and belief based upon investigation of counsel. As a result of MONROES' violations described herein, URIBE has suffered injury in fact and has lost money or property. As such, she is an aggrieved employee.

5. Plaintiff SOTO is a non-exempt, California-resident employee of URIBE during the Class Period. Plaintiff SOTO has been employed by MONROE during the relevant class period as described herein and within all applicable statute of limitations. Plaintiff SOTO works as a non-exempt employee for MONROE and, over the course of their employment with MONROE, has worked as a variety of worksites in the Ventura County area. As a result of ALL MONROES' violations of the Labor Code, Plaintiff SOTO has suffered injury-in-fact and has lost money or property as a result of ALL MONROES' practices. This injury-in-fact and lost money or property consists of lost wages, premium pay, and other harms provided by the Labor Code as detailed in this Complaint. A tally of these harms cannot readily be determined as the necessary records are held nearly exclusively in ALL MONROES' possession, custody, and control. However, on information and belief, this injury-in-fact amounts to hundreds of thousands, if not millions, of dollars for the

1 Class. Plaintiff SOTO, and the Class she seeks to represent, were regularly subjected to, or had
2 personal knowledge of, the violations described in the Complaint and/or the allegations contained
3 herein made on information and belief based upon investigation of counsel. As a result of
4 MONROES' violations described herein, SOTO has suffered injury in fact and has lost money or
5 property. As such, she is an aggrieved employee.

6 6. Plaintiff HART was employed by Defendants from April 2021 through September
7 2021 as a non-exempt employee in Alameda County, California. As a result of MONROES'
8 violations described herein, HART has suffered injury in fact and has lost money or property. As
9 such, she is an aggrieved employee.

10 7. Plaintiff CHUNG was employed by MONROE in California from November 2019 to
11 April of 2022, and was at all times classified by MONROE as a non-exempt employee, paid on
12 hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and
13 overtime wages due for all time worked. As a result of MONROES' violations described herein,
14 CHUNG has suffered injury in fact and has lost money or property. As such, she is an aggrieved
15 employee.

16 8. Plaintiff BURTON was employed by MONROE in California from September 2019
17 to January 28, 2021, and was at all times classified by MONROE as a non-exempt employee, paid
18 on hourly basis, and entitled to the legally required meal and rest periods and payment of minimum
19 and overtime wages due for all time worked. As a result of MONROES' violations described herein,
20 BURTON has suffered injury in fact and has lost money or property. As such, she is an aggrieved
21 employee.

22 9. Defendant MONROE is a residential care business that resides at 19200 Van Karman
23 Avenue, Suite 500, Irvine, California (County of Orange). On information and belief, MONROE
24 does business as Newport Healthcare, Newport Academy, Newport Institute, and/or Center for
25 Families. As stated on its website, MONROE provides residential and non-residential behavior
26 health treatment to clients at various location within the State of California.

27 //

10. PLAINTIFFS are informed and believe that the MONROE is liable to PLAINTIFFS and the CALIFORNIA CLASS and LABOR SUB-CLASS as an “employer,” as that term is defined in section 18 of the Labor Code. As the employer of PLAINTIFFS and the CALIFORNIA CLASS and LABOR SUB-CLASS throughout the Class Period, MONROE is liable for the economic damages and statutory penalties owned to PLAINTIFFS and the CALIFORNIA CLASS and LABOR SUB-CLASS. MONROE is the employer and caused the PAGA violations at issue in this complaint.

III. JURISDICTION

11. This Court has jurisdiction over PLAINTIFFS' action, which arises under the California Labor Code, for labor and business and professions code violations that occurred in California at any time during the period beginning four years prior to the filing of the original complaint in this action and alleges damages exceeding \$25,000.00.

IV. VENUE

12. Venue is proper pursuant to California Code of Civil Procedure section 395(a), because PLAINTIFFS URIBE and SOTO were harmed by MONROE'S violations of the California Labor Code in Ventura County and MONROE continues to do business in Ventura County, and employs individuals in Ventura County. Defendants committed the acts in question in the Complaint, partly or wholly, in Ventura County.

V. FACTUAL BACKGROUND

13. As set forth below and at all times relevant hereto, MONROE's unlawful policies and practices were centrally devised and commonly applied to all the CALIFORNIA CLASS and LABOR SUB-CLASS , including PLAINTIFFS.

14. The claims of this lawsuit spring from a pattern of employer misconduct and wrongdoing that is a characteristic of the labor system utilized by MONROE. In an effort to avoid paying overtime wages and premium wages for late or missed meal periods and breaks, MONROE intentionally and willfully altered records of actual hours worked by its employees to limit labor costs on a class-wide basis. MONROE's failure to pay actual hours worked, included regular and

1 overtime hours, and failure to pay premium wages for late and or missed meal periods is evidenced
2 by MONROE'S electronic record keeping and edits to those records.

3 15. MONROE establishes their employees' work schedules and, on information and
4 belief, assigns non-exempt employees to work at more than one worksite on a given day. For
5 example, PLAINTIFF works at one location for a part of the workday and then works at one or more
6 other locations for the remainder of the workday.

7 16. MONROE does not reimburse PLAINTIFFS and members of the CALIFONRIA
8 LABOR SUB-CLASS for their necessary travel expenses (i.e., mileage). MONROE also did not
9 reimburse PLAINTIFFS and members of the CALIFONRIA LABOR SUB-CLASS for having to
10 buy cleaning supplies necessary for their job duties and, in information and belief, other similarly
11 situated employees incurred unreimbursed expenses on similar cleaning products.

12 17. MONROE also does not provide its employees with proper rest and meal breaks nor
13 compensate them with break premiums. Meal periods are not provided, are short, or are late. Full
14 timely Rest periods are not provided. MONROE attempts to avoid paying beak premiums by altering
15 employee time records to show meal periods when they were in fact not taken or when they are taken,
16 changes the time of those meal periods to show that they were taken earlier in the workday.

17 18. MONROE also fails to issue accurate itemized wage statements to its non-exempt
18 employees. MONROE intentionally and willfully failed to list all hours worked and wages owed.
19 This is a direct result of MONROE'S policy and practices to avoid paying for overtime hours worked
20 and rest and meal break premiums. As a pattern and practice, MONROE regularly failed to pay
21 PLAINTIFFS and other members of the CALIFORNIA CLASS their correct wages and accordingly
22 owe waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are
23 informed and believe and based thereon allege that such failure to pay sick pay at regular rate was
24 willful, such that PLAINTIFFS and members of the CALIFORNIA CLASS whose employment has
25 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

26 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed
27 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are

1 paid not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code
2 § 210 provides:

3 [I]n addition to, and entirely independent and apart from, any other penalty
4 provided in this article, every person who fails to pay the wages of each
5 employee as provided in Sections. . . .204. . . shall be subject to a civil penalty
6 as follows: (1) For any initial violation, one hundred dollars (\$100) for each
7 failure to pay each employee; (2) For each subsequent violation, or any willful
8 or intentional violation, two hundred dollars (\$200) for each failure to pay each
9 employee, plus 25 percent of the amount unlawfully withheld.

10 20. MONROE from time to time failed to pay PLAINTIFFS and members of the
11 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the payroll
12 period in accordance with Cal. Lab. Code § 204(d).

13 21. MONROE underpaid sick pay wages to PLAINTIFFS and other CALIFORNIA
14 CLASS Members by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
15 Code Section 246. Specifically, PLAINTIFFS and other non-exempt employees earn non-
16 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, MONROE underpaid
17 sick pay to PLAINTIFFS and other CALIFORNIA CLASS Members at their base rates of pay.

18 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
19 employees be calculated by dividing the employee's total wages, not including overtime premium
20 pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

21 23. MONROE violated Cal. Lab. Code Section 246 by failing to pay sick pay at the
22 regular rate of pay. PLAINTIFFS and CALIFORNIA 28 CLASS Members routinely earned non-
23 discretionary incentive wages which increased their regular rate of pay. However, when sick pay was
24 paid, it was paid at the base rate of pay for PLAINTIFFS and members of the CALIFORNIA CLASS,
25 as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

26 24. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to
27 collect or receive from an employee any part of wages theretofore paid by said employer to said
28 employee." MONROE failed to pay all compensation due to PLAINTIFFS and other CALIFORNIA
LABOR SUB-CLASS Members, made unlawful deductions from compensation payable to
PLAINTIFFS and CALIFORNIA LABORSUB-CLASS Members, failed to disclose all aspects of

1 the deductions from compensation payable to PLAINTIFFS and CALIFORNIA LABOR SUB-
2 CLASS Members, and thereby failed to pay these employees all wages due at each applicable pay
3 period and upon termination. PLAINTIFFS and members of the CALIFORNIA LABOR SUB-
4 CLASS seek recovery of all illegal deductions from wages according to proof, related penalties,
5 interest, attorney fees and costs.

6 25. MONROE intentionally and knowingly failed to reimburse and indemnify
7 PLAINTIFFS and the other CALIFORNIA CLASS Members for required business expenses
8 incurred by the PLAINTIFFS and other CALIFORNIA CLASS Members indirect consequence of
9 discharging their duties on behalf of MONROE. Under California Labor Code Section 2802,
10 employers are required to indemnify employees for all expenses incurred in the course and scope of
11 their employment. Cal. Lab. Code § 2802 expressly CLASS ACTION COMPLAINT” “states that
12 “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred
13 by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
14 to the directions of the employer, even though unlawful, unless the employee, at the time of obeying
15 the directions, believed them to be unlawful.””

16 26. In the course of their employment PLAINTIFFS and other CALIFORNIA CLASS
17 Members as a business expense, were required by MONROE to use their own personal cellular
18 phones as a result of and in furtherance of their job duties as employees for MONROE but are not
19 reimbursed or indemnified by MONROE for the cost associated with the use of their personal cellular
20 phones for MONROE’S benefit. Specifically, PLAINTIFFS and other CALIFORNIA CLASS
21 Members were required by MONROE to use their personal cellular phones. As a result, in the course
22 of their employment with MONROE, PLAINTIFFS and other members of the CALIFORNIA
23 CLASS incurred unreimbursed business expenses which included, but were not limited to, costs
24 related to the use of their personal cellular phones all on behalf of and for the benefit of MONROE

25 27. As a result of the aforementioned violations of the Labor Code and applicable Wage
26 Order, MONROE, by way of its unlawful and unfair pay-by-schedule system, has violated California
27 Business and Professions Code section 17200 et seq.

1 28. Owing to the preceding allegations, at any time during the period beginning four years
2 prior to the filing of the original complaint in this action, MONROE maintained and enforced against
3 PLAINTIFFS and the Class unlawful practices and policies in violation of California wage and hour
4 laws, including but not limited to:

- 5 a. Forcing the CALIFORNIA LABOR SUB-CLASS, including PLAINTIFFS, to
6 work on and “off the clock” without compensation as required by law;
- 7 b. failing to create and maintain accurate records of work periods, meal periods, and
8 split shift intervals as required by law for the CALIFORNIA LABOR SUB-
9 CLASS, including PLAINTIFFS;
- 10 c. failing to pay the CALIFORNIA LABOR SUB-CLASS, including PLAINTIFF,
11 overtime and double-overtime when required by law;
- 12 d. failing to reimburse the CALIFORNIA LABOR SUB-CLASS, including
13 PLAINTIFF, for expenses incurred, including travel and cleaning expenses, as
14 required by law;
- 15 e. failing to properly provide/authorize the CALIFORNIA LABOR SUB-CLASS,
16 including PLAINTIFF, rest periods of at least (10) minutes per four (4) hours
17 worked, or major fraction thereof, and failing to pay such employees one (1) hour
18 of additional wages at the employees’ regular rate of compensation for each
19 workday that the rest period was not provided, in violation of California law and
20 public policy;
- 21 f. failing to provide proper, timely and full meal breaks, requiring the
22 CALIFORNIA LABOR SUB-CLASS, including PLAINTIFF, to work at least
23 five (5) hours without a full, thirty-minute, uninterrupted meal period, and failing
24 to pay such employees one (1) hour of additional wages at the employees’ regular
25 rate of compensation for each workday that the meal period was not provided, in
26 violation of California state laws and public policy;
- 27 g. failing to provide the CALIFORNIA LABOR SUB-CLASS, including
28

1 PLAINTIFFS, with accurate itemized wage statements in violation of California
2 law and public policy;

- 3 h. failing to pay the CALIFORNIA LABOR SUB-CLASS, including PLAINTIFFS,
4 all wages owed (i.e., wages for all “hours worked,” premium rest and meal period
5 wages, and vested vacation wages) to employees timely upon the termination of
6 the employment relationship;
- 7 i. failed to pay PLAINTIFFS and members of the CALIFORNIA LABOR SUB-
8 CLASS Members within seven (7) days of the close of the payroll period in
9 accordance with Cal. Lab. Code 204(d)
- 10 j. failing to pay the CALIFORNIA LABOR SUB-CLASS, including PLAINTIFFS,
11 sick pay at the regular rate of pay

12 29. On information and belief, MONROE was on notice of the improprieties alleged
13 and/or has intentionally, deliberately, and willfully carried out these unlawful and unfair business
14 practices.

15 30. MONROE has made it difficult to account with precision for the unlawfully withheld
16 wages due to PLAINTIFFS and the Class during all relevant times herein, because MONROE did
17 not fully implement and preserve an accurate timekeeping and record-keeping method to accurately
18 maintain records of all hours worked, meal breaks, and wages earned by its employees as required
19 for non-exempt employees by California Labor Code sections 226 and 1174(d), and Industrial
20 Welfare Commission Wage Orders. PLAINTIFFS will require the assistance of database experts to
21 account for unlawfully withheld wages once all original native data is recovered/obtained from
22 MONROE.

23 31. The enforcement of statutory provisions to protect workers and to ensure, for
24 example, pay for all hours worked and proper rest and meal breaks, is a fundamental public interest.
25 PLAINTIFFS’ successful enforcement of important rights affecting the public interest will confer a
26 significant benefit upon the general public. Private enforcement of these rights is necessary, as no
27 public agency has pursued enforcement. PLAINTIFFS are incurring a financial burden in pursuing

1 this action, and it would be against the interests of justice to require the payment of attorneys' fees
2 and costs from any recovery obtained.

3 **VI. THE CALIFORNIA BUSINESS AND PROFESSIONS CODE CLASS**

4 32. PLAINTIFFS bring the Ninth Cause of Action for Unfair, Unlawful and Deceptive
5 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL") as a Class
6 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all
7 individuals who are or previously were employed by MONROE in California, including any
8 employees staffed with MONROE by a third party, and classified as non-exempt employees (the
9 "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing
10 of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA CLASS
11 PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members
12 is under five million dollars (\$5,000,000.00).

13 33. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS
14 against MONROE, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

15 34. MONROE, as a matter of company policy, practice and procedure, and in violation
16 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
17 and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a
18 practice whereby MONROE failed to record all meal and rest breaks missed by PLAINTIFFS and
19 other CALIFORNIA CLASS Members, even though MONROE enjoyed the benefit of this work,
20 required employees to perform this work and permits or suffers to permit this work.

21 35. MONROE has the legal burden to establish that each and every CALIFORNIA
22 CLASS Member was paid accurately for all meal and rest breaks missed as required by California
23 laws. The MONROE, however, as a matter of policy and procedure failed to have in place during
24 the CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice to ensure that
25 each and every CALIFORNIA CLASS Member is paid as required by law. This common business
26 practice is applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a
27 class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§

17200, et seq. (the "UCL") as causation, damages, and reliance are not elements of this claim.

36. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA CLASS Members is impracticable.

37. MONROE violated the rights of the CALIFORNIA CLASS under California law by:

- a. Committing an act of unfair competition in violation of , Cal. Bus. Prof. Code §§ 17200, et seq. (the "UCL"), by unlawfully, unfairly and/or deceptively having in place company policies, practices and procedures that failed to record and pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked, including minimum wages owed and overtime wages owed for work performed by these employees; and,
- b. Committing an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFFS and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

38. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- a. The persons who comprise the CALIFORNIA CLASS are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA CLASS will apply to every member of the CALIFORNIA CLASS;
- c. The claims of the representative PLAINTIFFS are typical of the claims of each member of the CALIFORNIA CLASS. PLAINTIFFS, like all the other members of the CALIFORNIA CLASS, were classified as a non-exempt employee paid on an hourly basis who were subjected to the MONROE's deceptive practice and policy which failed to provide the legally required meal and rest periods to the CALIFORNIA CLASS and thereby underpaid compensation to PLAINTIFFS

1 and CALIFORNIA CLASS. PLAINTIFFS sustained economic injury as a result
2 of MONROE's employment practices. PLAINTIFFS and the members of the
3 CALIFORNIA CLASS were and are similarly or identically harmed by the same
4 unlawful, deceptive and unfair misconduct engaged in by MONROE; and,

- 5 d. The representative PLAINTIFFS will fairly and adequately represent and protect
6 the interest of the CALIFORNIA CLASS, and have retained counsel who are
7 competent and experienced in Class Action litigation. There are no material
8 conflicts between the claims of the representative PLAINTIFFS and the members
9 of the CALIFORNIA CLASS that would make class certification inappropriate.
10 Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all
11 CALIFORNIA CLASS Members.

12 39. In addition to meeting the statutory prerequisites to a Class Action, this action is
13 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 14 a. Without class certification and determination of declaratory, injunctive, statutory
15 and other legal questions within the class format, prosecution of separate actions
16 by individual members of the CALIFORNIA CLASS will create the risk of:
- 17 i. Inconsistent or varying adjudications with respect to individual members
18 of the CALIFORNIA CLASS which would establish incompatible
19 standards of conduct for the parties opposing the CALIFORNIA CLASS;
20 and/or,
- 21 ii. Adjudication with respect to individual members of the CALIFORNIA
22 CLASS which would as a practical matter be dispositive of interests of the
23 other members not party to the adjudication or substantially impair or
24 impede their ability to protect their interests.
- 25 b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on
26 grounds generally applicable to the CALIFORNIA CLASS, making appropriate
27 class-wide relief with respect to the CALIFORNIA CLASS as a whole in that

MONROE failed to pay all wages due to members of the CALIFORNIA CLASS as required by law;

- i. With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFFS seek declaratory relief holding that the MONROE's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;
- c. Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
 - i. The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
 - ii. Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the MONROE; and/or,
 - 2) Adjudications with respect to individual members of the

CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

iii. In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by MONROE, which may adversely affect an individual's job with MONROE or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

40. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

a. The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the MONROE's employment practices are applied with respect to the CALIFORNIA CLASS;

b. A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

c. The members of the CALIFORNIA CLASS are so numerous that it is impractical

- 1 to bring all members of the CALIFORNIA CLASS before the Court;
- 2 d. PLAINTIFFS, and the other CALIFORNIA CLASS Members, will not be able to
- 3 obtain effective and economic legal redress unless the action is maintained as a
- 4 Class Action;
- 5 e. There is a community of interest in obtaining appropriate legal and equitable relief
- 6 for the acts of unfair competition, statutory violations and other improprieties, and
- 7 in obtaining adequate compensation for the damages and injuries which
- 8 MONROE's actions have inflicted upon the CALIFORNIA CLASS;
- 9 f. There is a community of interest in ensuring that the combined assets of
- 10 MONROE are sufficient to adequately compensate the members of the
- 11 CALIFORNIA CLASS for the injuries sustained;
- 12 g. MONROE has acted or refused to act on grounds generally applicable to the
- 13 CALIFORNIA CLASS, thereby making final classwide relief appropriate with
- 14 respect to the CALIFORNIA CLASS as a whole;
- 15 h. The members of the CALIFORNIA CLASS are readily ascertainable from the
- 16 business records of MONROE; and,
- 17 i. Class treatment provides manageable judicial treatment calculated to bring a
- 18 efficient and rapid conclusion to all litigation of all wage and hour related claims
- 19 arising out of the conduct of MONROE as to the members of the CALIFORNIA
- 20 CLASS.

21 41. MONROE maintains records from which the Court can ascertain and identify by job

22 title each of MONROE's employees who have been intentionally subjected to MONROE's company

23 policy, practices and procedures as herein alleged. PLAINTIFFS will seek leave to amend the

24 Complaint to include any additional job titles of similarly situated employees when they have been

25 identified.

26 **VII. THE CALIFORNIA LABOR CODE SUB-CLASS**

27 42. PLAINTIFFS further bring the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and

28

1 Eighth causes Action on behalf of a California sub-class, defined as all members of the
2 CALIFORNIA CLASS who are or previously were employed by MONROE in California, including
3 any employees staffed with MONROE by a third party, and classified as non exempt employees (the
4 “CALIFORNIA LABOR SUB-CLASS”) at any time during the period three (3) years prior to the
5 filing of the complaint and ending on the date as determined by the Court (the “CALIFORNIA
6 LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382. The amount in
7 controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five
8 million dollars (\$5,000,000.00).

9 43. MONROE, in violation of the applicable Labor Code, Industrial Welfare Commission
10 (“IWC”) Wage Order requirements, and the applicable provisions of California law, intentionally,
11 knowingly, and willfully, engaged in a practice whereby MONROE failed to correctly calculate
12 compensation for the time worked by PLAINTIFFS and the other members of the CALIFORNIA
13 LABOR SUB-CLASS and reporting time wages owed to these employees, even though MONROE
14 enjoyed the benefit of this work, required employees to perform this work and permitted or suffered
15 to permit this work. MONROE has denied these CALIFORNIA LABOR SUB-CLASS Members
16 wages to which these employees are entitled in order to unfairly cheat the competition and unlawfully
17 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-
18 CLASS against MONROE, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted
19 accordingly.

20 44. MONROE maintains records from which the Court can ascertain and identify by
21 name and job title, each of MONROE’s employees who have been intentionally subjected to
22 MONROE’s company policy, practices and procedures as herein alleged. PLAINTIFFS will seek
23 leave to amend the complaint to include any additional job titles of similarly situated employees
24 when they have been identified.

25 45. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
26 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

27 46. Common questions of law and fact exist as to members of the CALIFORNIA LABOR
28

1 SUB-CLASS, including, but not limited, to the following:

- 2 a. Whether MONROE unlawfully failed to correctly calculate and pay compensation
3 due to members of the CALIFORNIA LABOR SUB- CLASS for missed meal
4 and rest breaks in violation of the California Labor Code and California
5 regulations and the applicable California Wage Order;
- 6 b. Whether MONROE failed to provide the PLAINTIFFS and the other members of
7 the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage
8 statements;
- 9 c. Whether MONROE has engaged in unfair competition by the above-listed
10 conduct;
- 11 d. The proper measure of damages and penalties owed to the members of the
12 CALIFORNIA LABOR SUB-CLASS; and
- 13 e. Whether MONROE's conduct was willful.

14 47. MONROE violated the rights of the CALIFORNIA LABOR SUBCLASS under
15 California law by:

- 16 a. Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFFS and
17 the members of the CALIFORNIA LABOR SUBCLASS all wages due for
18 overtime worked, for which MONROE is liable pursuant to Cal. Lab. Code §
19 1194;
- 20 b. Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 et seq., by failing to accurately
21 pay PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS
22 the correct minimum wage pay for which MONROE is liable pursuant to Cal.
23 Lab. Code §§ 1194 and 1197;
- 24 c. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFFS and the
25 members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized
26 statement in writing showing the corresponding correct amount of wages earned
27 by the employee;

- 1 d. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFFS
2 and the other members of the CALIFORNIA LABOR SUB-CLASS with all
3 legally required off-duty, uninterrupted thirty (30) minute meal breaks and the
4 legally required off-duty rest breaks;
- 5 e. Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an
6 employee is discharged or quits from employment, the employer must pay the
7 employee all wages due without abatement, by failing to tender full payment
8 and/or restitution of wages owed or in the manner required by California law to
9 the members of the CALIFORNIA LABOR SUB-CLASS who have terminated
10 their employment; and,
- 11 f. Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS and the
12 CALIFORNIA LABOR SUB-CLASS members with necessary expenses
13 incurred in the discharge of their job duties.

14 48. This Class Action meets the statutory prerequisites for the maintenance of a Class
15 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 16 a. The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so
17 numerous that the joinder of all CALIFORNIA LABOR SUBCLASS Members
18 is impracticable and the disposition of their claims as a class will benefit the
19 parties and the Court;
- 20 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
21 raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS
22 and will apply to every member of the CALIFORNIA LABOR SUB-CLASS;
- 23 c. The claims of the representative PLAINTIFFS are typical of the claims of each
24 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFFS, like all the
25 other members of the CALIFORNIA LABOR SUB-CLASS, were non-exempt
26 employees paid on an hourly basis who were subjected to the MONROE's
27 practice and policy which failed to pay the correct amount of wages due to the

CALIFORNIA LABOR SUB-CLASS. PLAINTIFFS sustained economic injury as a result of MONROE's employment practices. PLAINTIFFS and the members of the CALIFORNIA LABOR SUBCLASS were and are similarly or identically harmed by the same unlawful, deceptive, and unfair misconduct engaged in by MONROE; and,

- d. The representative PLAINTIFFS will fairly and adequately represent and protect the interest of the CALIFORNIA LABOR SUB-CLASS, and have retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

49. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- a. Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA LABOR SUB-CLASS will create the risk of:
 - i. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
 - ii. Adjudication with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

- 1 b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or
2 refused to act on grounds generally applicable to the CALIFORNIA LABOR
3 SUB-CLASS, making appropriate class-wide relief with respect to the
4 CALIFORNIA LABOR SUB-CLASS as a whole in that MONROE fails to pay
5 all wages due. Including the correct wages for all time worked by the members of
6 the CALIFORNIA LABOR SUB-CLASS as required by law;
- 7 c. Common questions of law and fact predominate as to the members of the
8 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations
9 of California Law as listed above, and predominate over any question affecting
10 only individual CALIFORNIA LABOR SUBCLASS Members, and a Class
11 Action is superior to other available methods for the fair and efficient adjudication
12 of the controversy, including consideration of:
- 13 i. The interests of the members of the CALIFORNIA LABOR SUB-
14 CLASS in individually controlling the prosecution or defense of separate
15 actions in that the substantial expense of individual actions will be
16 avoided to recover the relatively small amount of economic losses
17 sustained by the individual CALIFORNIA LABOR SUB-CLASS
18 Members when compared to the substantial expense and burden of
19 individual prosecution of this litigation;
- 20 ii. Class certification will obviate the need for unduly duplicative litigation
21 that would create the risk of:
- 22 1) Inconsistent or varying adjudications with respect to individual
23 members of the CALIFORNIA LABOR SUBCLASS, which
24 would establish incompatible standards of conduct for the
25 MONROE; and/or,
- 26 2) Adjudications with respect to individual members of the
27 CALIFORNIA LABOR SUB-CLASS would as a practical matter

1 be dispositive of the interests of the other members not parties to
2 the adjudication or substantially impair or impede their ability to
3 protect their interests;

4 iii. In the context of wage litigation because a substantial number of
5 individual CALIFORNIA LABOR SUB-CLASS Members will avoid
6 asserting their legal rights out of fear of retaliation by MONROE, which
7 may adversely affect an individual's job with MONROE or with a
8 subsequent employer, the Class Action is the only means to assert their
9 claims through a representative; and,

10 iv. A class action is superior to other available methods for the fair and
11 efficient adjudication of this litigation because class treatment will
12 obviate the need for unduly and unnecessary duplicative litigation that is
13 likely to result in the absence of certification of this action pursuant to
14 Cal. Code of Civ. Proc. § 382.

15 50. This Court should permit this action to be maintained as a Class Action pursuant to
16 Cal. Code of Civ. Proc. § 382 because:

17 a. The questions of law and fact common to the CALIFORNIA LABOR SUB-
18 CLASS predominate over any question affecting only individual CALIFORNIA
19 LABOR SUB-CLASS Members;

20 b. A Class Action is superior to any other available method for the fair and efficient
21 adjudication of the claims of the members of the CALIFORNIA LABOR SUB-
22 CLASS because in the context of employment litigation a substantial number of
23 individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
24 their rights individually out of fear of retaliation or adverse impact on their
25 employment;

26 c. The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that
27 it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- before the Court;
- d. PLAINTIFFS, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
 - e. There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which MONROE’s actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;
 - f. There is a community of interest in ensuring that the combined assets of MONROE are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
 - g. MONROE has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
 - h. The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of MONROE. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for MONROE in California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
 - i. Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of MONROE as to the members of the CALIFORNIA LABOR SUB-CLASS PERIOD.

//
//
//

1 **VIII. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **FAILURE TO PAY MINIMUM WAGES**

4 (CALIFORNIA LABOR CODE §§ 1194, 1194.2, 1197, WAGE ORDER 5-2001, AND OTHERS)
5 (PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF THE CALIFORNIA LABOR SUB-
6 CLASS AGAINST ALL DEFENDANTS)

7 51. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

8 52. This cause of action applies to the time period of December 17, 2017 onward.

9 53. MONROE failed to pay minimum wage for “all hours worked.” For example,
10 PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS were forced to work “off the clock”
11 time without compensation. Additionally, MONROE altered employee time records to reduce time
12 worked by PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and/or made PLAINTIFFS
13 and the CALIFORNIA LABOR SUB-CLASS to work off the clock.

14 54. Labor Code section 1197 states that the minimum wage for employees is “fixed by
15 commission or by any applicable state or local law” and states that “the payment of a lower wage
16 than the minimum so fixed is unlawful.”

17 55. Absent a local minimum wage ordinance, the applicable minimum wages fixed by the
18 commission for public housekeeping industry workers is found in Wage Order 5-2001, with Section
19 4(A) amended and republished by the Department of Industrial Relations to account for changes in
20 state minimum wage requirements.

21 56. The minimum wage provision of the California Labor Code is enforceable by private
22 civil action pursuant to section 1194(a), which provides a private right of action to recover the unpaid
23 balance of the full amount of minimum wage or overtime compensation and recovery of attorney
24 fees and costs.

25 57. Labor Code section 1194.2 provides for recovery of “liquidated damages in an
26 amount equal to the wages unlawfully unpaid and interest thereon” in suits brought under section
27 1194.

28 58. MONROE have the ability to pay minimum wages for all hours worked and have
willfully refused to pay such wages with the intent to secure for themselves a discount upon this

1 indebtedness and with the intent to annoy, harass, oppress, hinder, delay, or defraud PLAINTIFFS
2 and the CALIFORNIA LABOR SUB-CLASS and have, therefore, also violated Labor Code section
3 226(a).

4 59. As a result of MONROE violations of the minimum wage by failing to record and
5 pay minimum wages for all hours worked, MONROES violated section 226(a) by inaccurately
6 stating gross wages earned, total hours worked, deductions, net wages, and other issues as described
7 herein. MONROE has also violated Labor Code section 226.6 and Wage Order 5-2001.

8 60. In sum, PLAINTIFFS, individually and on behalf of the CALIFORNIA LABOR
9 SUB-CLASS, may bring this action for minimum wages, interest, cost of suit, and attorney fees
10 pursuant to section 1194(a) and the UCL.

11 61. WHEREFORE, PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS are
12 entitled to recover the unpaid minimum wages, liquidated damages in the amount equal to the
13 minimum wages withheld, interest, costs, and attorney fees.

14 **SECOND CAUSE OF ACTION**
FAILURE TO PAY OVERTIME WAGES

15 (CALIFORNIA LABOR CODE §§ 510, 1194, 1194.2, AND WAGE ORDER 5-2001)
16 (PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF THE CALIFORNIA LABOR SUB-
CLASS AGAINST ALL DEFENDANTS)

17 62. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

18 63. Labor Code section 510(a) provides for overtime for work in excess of eight hours in
19 one workday and any work in excess of 40 hours in any one work week. It also provides for double-
20 time pay for work in excess of twelve hours in a workday, overtime pay for the first eight hours of
21 work on the seventh day of a workweek, and double-time pay for work on the seventh day beyond
22 the first eight hours. The same standards are set forth in Section 3(A) of Wage Order 5-2001.

23 64. As described herein, MONROE violated Labor Code section 510 and Wage Order 5-
24 2001 by employing PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS in excess of eight
25 hours in one day, 40 hours in a workweek, and on the seventh day of a workweek without overtime
26 pay. MONROE also violated section 510 and the applicable Wage Order by employing
27 PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS greater than eight hours on the seventh

1 day of work and in excess of twelve hours in a day without double-time pay.

2 65. PLAINTIFFS, individually and on behalf of the CALIFORNIA LABOR SUB-
3 CLASS may bring this action for overtime wages, interest, cost of suit, and attorney fees pursuant to
4 section 1194(a).

5 66. WHEREFORE, PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS are
6 entitled to recover the unpaid overtime wages, interest, costs, and attorney fees.

7 **THRID CAUSE OF ACTION**

8 **PROVIDE REST PERIODS OR PAY ADDITIONAL WAGES IN LIEU THEREOF**
9 **(CALIFORNIA LABOR CODE § 226.7 AND WAGE ORDER 5-2001)**
10 **(PLAINTIFF INDIVIDUALLY AND ON BEHALF OF THE CALIFORNIA LABOR SUB-**
11 **CLASS AGAINST ALL DEFEDNANTS)**

12 67. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

13 68. MONROE did not authorize or permit PLAINTIFFS and the CALIFORNIA LABOR
14 SUB-CLASS to take all required rest periods. PLAINTIFFS and the CALIFORNIA LABOR SUB-
15 CLASS routinely worked and work four-hour periods during the day without rest periods or
16 compensation in lieu thereof. MONROE's employment practices did not provide for rest periods as
17 mandated by California law.

18 69. California Labor Code section 226.7 states:

19 (a) No employer shall require any employee to work during any meal
20 or rest period mandated by an applicable order of the Industrial
21 Welfare Commission.

22 (b) If an employer fails to provide an employee a meal period or rest
23 period in accordance with an applicable order of the Industrial Welfare
24 Commission, the employer shall pay the employee one additional hour
25 of pay at the employee's regular rate of compensation for each work
26 day that the meal or rest period is not provided.

27 70. The applicable wage order issued by the Industrial Welfare Commission is Wage
28 Order 5-2001, which states at Section 12 with regard to rest periods:

(A) Every employer shall authorize and permit all employees to take
rest periods, which insofar as practicable shall be in the middle of each
work period. The authorized rest period time shall be based on the total
hours worked daily at the rate of ten (10) minutes net rest time per four
(4) hours or major fraction thereof. However, a rest period need not be
authorized for employees whose total daily work time is less than three
and one-half (3 1/2) hours. Authorized rest period time shall be
counted, as hours worked, for which there shall be no deduction from
wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

71. MONROE violated California law by failing to provide rest periods mandated by Labor Code section 226.7 and Wage Order 5 and by failing to provide one hour pay at the employees' regular rate of compensation for each work day that a required rest period was not provided.

72. PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS did not voluntarily or willfully waive rest periods. Any express or implied waivers obtained from PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS were not willfully obtained, were not voluntarily agreed to, were a condition of employment, or part of a contract of an unlawful adhesion.

73. As a result of the unlawful acts of MONROE, PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS have been deprived of premium wages in amounts to be determined at trial and are entitled to recovery of such amounts, plus interest and penalties thereon, attorney fees, and costs, under Labor Code sections 226.7, 1194, other statutes, and Wage Orders.

74. WHEREFORE, PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS are entitled to recover the unpaid rest break premiums, interest, costs, and attorney fees.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR PAY ADDITIONAL WAGES IN LIEU THEREOF

(CALIFORNIA LABOR CODE §§ 226.7, 512, AND WAGE ORDER 5-2001)
(PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF THE CALIFORNIA LABOR SUB-CLASS AGAINST ALL DEFENDANTS)

75. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

76. PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS were not afforded meal periods as required by California law, since they were routinely required to work five hours or more without a full, thirty-minute, uninterrupted meal period, and they were not compensated for these missed meal periods.

77. California Labor Code section 226.7 states:

(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

78. The applicable wage order issued by the Industrial Welfare Commission is Wage Order 5-2001. Section 11 of Wage Order 5-2001 states with regards to meal periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

79. A similar provision is contained in Labor Code section 512, which states:

(a) An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

80. In this case, there was no mutual waiver of meal periods and employees worked for periods of more than five hours without an off-duty meal period of at least 30 minutes. Any express or implied waivers obtained from PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS was not willfully obtained, was not voluntarily agreed to, was a condition of employment, or part of a contract of an unlawful adhesion. Therefore, as noted above, MONROE violated Labor Code sections 226.7, 512, and Wage. As such, MONROE is liable for one hour of pay at each respective

1 employee's regular rate of compensation for each workday that meal periods were not provided.

2 81. By failing to keep adequate time records required by Labor Code sections 1174 and
3 the Wage Order, MONROE made it difficult to calculate the unpaid meal period compensation due
4 PLAINTIFF and the Class. As a consequence, PLAINTIFFS and the CALIFORNIA LABOR SUB-
5 CLASS may be entitled to prove their damages to this claim by just and reasonable inference.

6 82. As a result of the unlawful acts of Defendant, PLAINTIFFS and the CALIFORNIA
7 LABOR SUB-CLASS have been deprived of premium wages in amounts to be determined at trial
8 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorney fees, and
9 costs, under Labor Code sections 226.7, 1194, other statutes, and Wage Orders.

10 83. WHEREFORE, PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS are
11 entitled to recover the unpaid meal break premiums, interest, costs, and attorney fees.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY BUSINESS**
14 **EXPENDITURES OR LOSSES INCURRED**

15 (CALIFORNIA LABOR CODE § 2802 AND WAGE ORDER 5-2001)
16 (PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF THE CALIFORNIA LABOR SUB-
17 CLASS AGAINST ALL DEFENDANTS)

18 84. PLAINTIFF incorporate all preceding paragraphs as though fully set forth herein.

19 85. MONROE failed to reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-
20 CLASS for necessary expenses in traveling between worksites, as well as for cleaning supplies, such
21 as bleach, necessary to perform their job duties.

22 86. Labor Code section 2802 states:

23 (a) An employer shall indemnify his or her employee for all necessary
24 expenditures or losses incurred by the employee in direct consequence
25 of the discharge of his or her duties, or of his or her obedience to the
26 directions of the employer, even though unlawful, unless the
27 employee, at the time of obeying the directions, believed them to be
28 unlawful. . . .

(c) For purposes of this section, the term "necessary expenditures or
losses" shall include all reasonable costs, including, but not limited to,
attorney's fees incurred by the employee enforcing the rights granted
by this section.

87. In this case, PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS were
required to incur travel costs between sites, which typically consisted of automobile travel, and were

1 not reimbursed for these travel expenses. Plaintiff URIBE and, on information and believe, the
2 CALIFORNIA LABOR SUB-CLASS were required to incur costs for cleaning supplies and were
3 not reimbursed for these cleaning supply expenses. As such, PLAINTIFFS, individually and on
4 behalf of the Class, may bring this claim in this action for reimbursement for mileage, including
5 interest, costs of suit, and attorney fees pursuant to Labor Code section 2802.

6 88. WHEREFORE, PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS are
7 entitled to reimbursement for necessary expenditures and losses incurred by PLAINTIFFS and the
8 CALIFORNIA LABOR SUB-CLASS Members in direct consequence of the discharge of their
9 duties, or of their obedience to the directions of MONROE, interest thereon, costs of suit, and
10 attorney fees.

11 **SIXTH CAUSE OF ACTION**
12 **FAILURE TO MAINTAIN AND PROVIDE ACCURATE ITEMIZED EMPLOYEE WAGE**
13 **STATEMENTS AND RECORDS**
14 (CALIFORNIA LABOR CODE §§ 226, 1174, 1175, AND WAGE ORDER 5-2001)
15 (PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF THE CALIFORNIA LABOR SUB-
16 CLASS AGAINST ALL DEFENDANTS)

17 89. PLAINTIFFS incorporates all preceding paragraphs as though fully set forth herein.

18 90. California Labor Code section 226(a) states:

19 (a) An employer, semimonthly or at the time of each payment of
20 wages, shall furnish to his or her employee, either as a detachable part
21 of the check, draft, or voucher paying the employee's wages, or
22 separately if wages are paid by personal check or cash, an accurate
23 itemized statement in writing showing (1) gross wages earned, (2) total
24 hours worked by the employee, except as provided in subdivision
25 (j), . . . (4) all deductions, provided that all deductions made on written
26 orders of the employee may be aggregated and shown as one item, (5)
27 net wages earned, . . . (8) the name and address of the legal entity that
28 is the employer . . . and (9) all applicable hourly rates in effect during
the pay period and the corresponding number of hours worked at each
hourly rate by the employee

91. MONROE failed to provide "accurate itemized statements" to PLAINTIFFS and the
Class, because the wage statements: 1) falsely understated the gross wages earned; 2) falsely stated
or omitted total hours worked; 3) falsely understated net wages earned; and 4) falsely stated or
omitted the numbers of hours worked at each hourly rate.

92. California Labor Code section 226(e) and (g) provide for the remedy for the violations
described above:

1 (e) An employee suffering injury as a result of a knowing and
2 intentional failure by an employer to comply with subdivision (a) is
3 entitled to recover the greater of all actual damages or fifty dollars
4 (\$50) for the initial pay period in which a violation occurs and one
5 hundred dollars (\$100) per employee for each violation in a
6 subsequent pay period, not exceeding an aggregate penalty of four
7 thousand dollars (\$4,000), and is entitled to an award of costs and
8 reasonable attorney's fees.

9 (g) An employee may also bring an action for injunctive relief to
10 ensure compliance with this section and is entitled to an award of costs
11 and reasonable attorney's fees.

12 93. By failing to keep adequate time records required by sections 226 and 1174 (d) of the
13 Labor Code, MONROE has made it difficult to calculate the unpaid hours and premiums due and the
14 applicable hourly rates of pay for said hours and premiums, and PLAINTIFF and the CALIFORNIA
15 LABOR SUB-CLASS are entitled to up to \$4,000.00 in penalties each.

16 94. WHEREFORE, PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS they
17 seek to represent are entitled to damages in an amount to be determined at trial, not to exceed \$4,000
18 per employee, cost of suit, attorney fees, and injunctive relief.

19 **SEVENTH CAUSE OF ACTION**

20 **Failure to Pay Sick Pay Wages**

21 (CALIFORNIA LABOR CODE §§ 201-204, 210, 233, 246)
22 (PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF THE CALIFORNIA LABOR SUB-
23 CLASS AGAINST ALL DEFENDANTS)

24 95. Plaintiffs, and the other members of the Class, reallege and incorporate by reference,
25 as though fully set forth herein, the prior paragraphs of this Complaint.

26 96. Plaintiffs, and the other members of the Class, reallege and incorporate by reference,
27 as though fully set forth herein, the prior paragraphs of this Complaint.

28 97. Cal Lab. Code § 233 provides that an employer must permit an employee to use
accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of
entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of
accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave is used
as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate
and compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall
be calculated in the same manner as the regular rate of pay for the workweek in which the employee

1 uses paid sick time, whether or not the employee actually works overtime in that workweek,” or (ii)
2 “Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages,
3 not including overtime premium pay, by the employee’s total hours worked in the full pay periods
4 of the prior 90 days of employment.” Under Cal Lab. Code §§ 218 and 233, employees may sue to
5 recover underpaid sick pay wages as damages.

6 98. As a matter of policy and practice, MONROE pays sick pay wages to Plaintiffs and
7 the other members of the CALIFORNIA LABOR SUB-CLASS at the incorrect rate of pay. Plaintiffs
8 and the other members of the CALIFORNIA LABOR- SUB-CLASS regularly use accrued sick leave
9 in the workweeks in which they also earn on-hourly remuneration. As a matter of policy and practice,
10 MONROE pays sick pay wages to Plaintiffs and the other members of the CALIFORNIA LABOR-
11 SUB-CLASS at the base hourly pay, as opposed to the regular rate of pay, which would consider all
12 non- hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
13 employee’s total wages, not including overtime premium pay, by the employee’s total hours worked
14 in the full pay periods of the prior 90 days of employment. As a result, MONROE underpaid sick
15 pay wages to Plaintiffs and the other members of the Class.

16 99. Cal. Lab. Code § 204 provides that wages generally are due and payable twice during
17 each calendar month and are to be paid no later than the payday for the next regular payroll period.
18 Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that, upon use of
19 accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next
20 regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code §
21 201 provides that if an employer discharges an employee, wages earned and unpaid at the time of
22 discharge are due and payable immediately. Cal. Lab. Code § 202 provides that an employee is
23 entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her
24 employment, unless the employee has given 72-hour notice of his or her intention to quit, in which
25 case the employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
26 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer willfully fails
27 to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the wages of the employee

1 shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not
2 continue for more than thirty (30) days. Likewise, Cal. Lab. Code § 210 provides penalties for
3 violations of Cal. Lab. Code § 204 and untimely payments during employment. Under Cal. Lab.
4 Code §§ 203, 210 and 218, employees may sue to recover applicable penalties.

5 100. As alleged herein and as a matter of policy and practice, MONROE routinely
6 underpays sick pay wages and thus did not timely pay Plaintiffs and the other members of the
7 CALIFORNIA LABOR SUB-CLASS all owing and underpaid sick pay wages. As a result,
8 MONROE violates Cal. Lab. Code §§ 201-204, 210, 233, and 246, among other Labor Code
9 provisions. Plaintiffs are informed and believe that MONROE was advised by skilled lawyers and
10 knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiffs' allegations,
11 especially since the California Supreme Court has explained that "[c]ourts have recognized that
12 'wages' also include those benefits to which an employee is entitled as a part of his or her
13 compensation, including money, room, board, clothing, vacation pay, and sick pay." *Murphy v.*
14 *Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added). Because MONROE
15 willfully fails to timely pay Plaintiffs and the other members of the CALIFORNIA LABOR SUB-
16 CLASS all sick pay wages due, MONROE is subject to applicable penalties.

17 101. Such a pattern, practice, and uniform administration of corporate policy is unlawful
18 and entitles Plaintiffs and the other members of the CALIFORNIA LABOR SUB-CLASS to
19 underpaid sick pay wages, including interest thereon, applicable penalties, attorney's fees, and costs
20 of suit.

21 **EIGHTH CAUSE OF ACTION**

22 **VIOLATION OF UNFAIR COMPETITION LAW** (CALIFORNIA BUS. & PROF. CODE 17200 ET SEQ.)

23 (PLAINTIFFS INDIVIDUALLY AND ON BEHALF OF THE CALIFORNIA CLASS AGAINST
24 ALL DEFENDANTS)

25 102. PLAINTIFFS incorporates all preceding paragraphs as though fully set forth herein.

26 103. By their policies and practices described above, Defendants engaged in unlawful
27 activity prohibited by Business and Professions Code sections 17200 et seq. MONROE actions as
28 alleged within this Complaint constitute unlawful and unfair business practices, within the meaning

1 of Business and Professions Code sections 17200 et seq, and PLAINTIFFS and CALIFORNIA
2 CLASS have suffered injury and have lost money or property as a result of MONROE failure to
3 comply with well-established labor laws.

4 104. As a result of their unlawful acts, MONROE reaped and continue to reap unfair
5 benefits and unlawful profits at the expense of PLAINTIFFS and the CALIFORNIA CLASS.
6 MONROE should be enjoined from this activity and made to disgorge these ill-gotten gains and
7 restore to PLAINTIFFS and the CALIFORNIA CLASS the wrongfully withheld wages pursuant to
8 Business and Professions Code section 17203. PLAINTIFFS are informed and believes and thereon
9 alleges that MONROE has been unjustly enriched through these unlawful practices.

10 105. The unlawful conduct alleged herein is continuing, and there is no indication that
11 MONROE will not continue such activity in the future. PLAINTIFFS allege that if MONROE are
12 not enjoined from the conduct set forth in this Complaint, MONROE will continue these violations.
13 As a direct and proximate result of the unfair business practices of MONROE, PLAINTIFFS and the
14 CALIFORNIA CLASS are entitled to equitable and injunctive relief, including full restitution and/or
15 disgorgement of all wages which have been unlawfully withheld from PLAINTIFFS and the
16 CALIFORNIA CLASS as a result of the business acts and practices described herein and enjoining
17 MONROE to cease and desist from engaging in the practices described herein for the maximum time
18 permitted pursuant to Business and Professions Code section 17208 including any tolling.

19 106. WHEREFORE, PLAINTIFFS for themselves and the CALIFORNIA CLASS they
20 seek to represent request injunctive, declaratory, and restitutionary relief as described herein and
21 below.

22 **NINTH CAUSE OF ACTION**
23 **PAGA PENALTIES AND WAGES**
(CALIFORNIA LABOR CODE §§ 2698 ET SEQ.)
(PLAINTIFFS AGAISNT ALL DEFENDANTS)

24 107. PLAINTIFFS incorporates all preceding paragraphs as though fully set forth herein.

25 108. PLAINTIFFS brings this representative claim for themselves, the State of California
26 and all other AGGRIEVED EMPLOYEES of MONROES as a non-class claim, as expressly
27 authorized by the statute.

1 109. PLAINTIFFS have complied with the PAGA’s administrative requirements.
2 Specifically, in the manner prescribed in Labor Code § 2699.3, PLAINTIFFS gave notice to
3 MONROES and the Labor & Workforce Development Agency (“LWDA”) of the Labor Code
4 provisions that MONROES are alleged to have violated, as well as the facts and theories surrounding
5 those allegations. PLAINTIFFS are entitled to bring a PAGA cause of action as the LWDA failed to
6 respond within the time allotted by statute.

7 110. PLAINTIFFS are aggrieved employees within the meaning of Labor Code § 2699(a).
8 They bring this cause on behalf of themselves, the State of California and other aggrieved employees
9 – i.e., AGGRIEVED EMPLOYEES affected by the Labor Code violations alleged in this complaint.

10 111. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties as provided
11 under applicable Labor Code sections for violations alleged herein.

12 112. To the extent that any violation of statute or regulation alleged herein does not carry
13 a penalty, PLAINTIFFS seek civil penalties pursuant to Labor Code § 2699(f), which provides:

14 For all provisions of this code except those for which a civil penalty is
15 specifically provided, there is established a civil penalty for a violation
16 of these provisions, as follows: . . . (2) If, at the time of the alleged
17 violation, the person employs one or more employees, the civil penalty
is one hundred dollars (\$100) for each aggrieved employee per pay
period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

18 113. The penalties sought by PLAINTIFFS are to be distributed as mandated in Labor
19 Code § 2699(i) – 75% to the State and the remaining to workers.

20 114. MONROES are liable to PLAINTIFFS, the State and other current or former
21 employees as a result of the violations alleged in this Complaint. PLAINTIFFS are also entitled to
22 an award of attorneys’ fees and costs for bringing this claim as set forth below.

23 //

24 115. PLAINTIFFS’ PAGA claim does not require Class Certification because both the
25 language of the PAGA and the express intent of the Legislature indicate that an aggrieved employee
26 may act in place of the State and bring a representative action on behalf of the State and other
27 employees without having to certify a class. Labor Code § 2699 specifically states that an aggrieved
28

1 employee may bring an action on behalf of other employees, “[n]otwithstanding any other provision
2 of law...” The wording of the PAGA, which authorizes an aggrieved employee to bring an action
3 “on behalf of himself or herself and other current or former employees... [,]” is similar to the former
4 wording of Business and Professions Code § 17204, which authorized a person or organization to
5 act “for the interests of itself, its members or the general public” The Legislature has made clear
6 that an action under the PAGA is in the nature of an enforcement action, with the aggrieved employee
7 acting as Private Attorney General to collect penalties from employers and persons who violate labor
8 laws. Such an action is fundamentally a law enforcement action designed to protect the public and
9 penalize the defendant for past illegal conduct. Restitution is not the primary object of a PAGA
10 action, as its purpose is not recovering damages, but civil penalties. And the PAGA does not preclude
11 an employee from pursuing any other claim he may have available under law.

12 116. As such, PLAINTIFFS individually hold a substantive right to stand in the shoes of
13 the State of California and bring this PAGA claim for the State and other current or former
14 employees.

15 117. WHEREFORE, PLAINTIFFS request penalties pursuant to the PAGA as described
16 herein and any other relief this Court deems proper.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
19 severally, as follows:

20 1. On behalf of the CALIFORNIA CLASS:

- 21 a. That the Court certify the Eighth Cause of Action asserted by the
22 CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc.
23 § 382;
- 24 b. An order temporarily, preliminarily and permanently enjoining and
25 restraining MONROE from engaging in similar unlawful conduct as set forth
26 herein;
- 27 c. An order requiring MONROE to pay all wages and all sums unlawfully
28

1 withheld from compensation due to PLAINTIFFS and the other members of
2 the CALIFORNIA CLASS; and,

3 d. Restitutionary disgorgement of MONROE's ill-gotten gains into a fluid fund
4 for restitution of the sums incidental to MONROE's violations due to
5 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

6 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

7 a. That the Court certify the First, Second, Third, Fourth, Fifth, Sixth, and
8 Seventh, Causes of Action asserted by the CALIFORNIA LABOR SUB-
9 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

10 b. Compensatory damages, according to proof at trial, including compensatory
11 damages for minimum and overtime and sick pay compensation due
12 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
13 CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS
14 PERIOD plus interest thereon at the statutory rate;

15 c. The greater of all actual damages or fifty dollars (\$50) for the initial pay period
16 in which a violation occurs and one hundred dollars (\$100) per each member
17 of the CALIFORNIA LABOR SUB-CLASS for each violation in a
18 subsequent pay period, not exceeding an aggregate penalty of four thousand
19 dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

20 d. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512
21 and the applicable IWC Wage Order;

22 e. For liquidated damages pursuant to California Labor Code Sections 1194.2
23 and 1197;

24 f. The amount of the expenses PLAINTIFFS and each member of the
25 CALIFORNIA LABOR SUBCLASS incurred in the course of their job
26 duties, plus interest, and costs of suit.; and

27 g. The wages of all terminated employees in the CALIFORNIA LABOR SUB-
28

1 CLASS as a penalty from the due date thereof at the same rate until paid or
2 until an action therefore is commenced, in accordance with Cal. Lab. Code §
3 203.

4 3. On behalf of the State of California and with respect to all AGGRIEVED
5 EMPLOYEES:

- 6 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
7 General Act of 2004; and,
8 b. An award of attorneys' fees and cost of suit, as allowable under the law,
9 including, but not limited to, pursuant to Labor Code §2699.

10 4. On all claims:

- 11 a. An award of interest, including prejudgment interest at the legal rate;
12 b. Such other and further relief as the Court deems just and equitable; and,
13 c. An award of penalties, attorneys' fees and cost of suit, as allowable under the
14 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
15 and/or §2802.

16 **JURY TRIAL DEMANDED**

17 PLAINTIFFS hereby demand trial of their claims and of the Class by jury to the extent
18 authorized by law.

19 Dated: April 29, 2024

Respectfully submitted,

20 **MALLISON & MARTINEZ**

21 
22 _____
23 Stan S. Mallison
24 Hector R. Martinez
25 Gonzalo Quezada
26 Attorneys for PLAINTIFF
27 Paola Uribe and Maria Soto

1 Dated: April 29, 2024

GAINES & GAINES, APLC

2 /s/ Daniel Gaines

3 Daniel F. Gaines
4 Alex P. Katofsky
5 Jenifer Kirkorian
6 Attorneys for PLAINTIFF
7 Karen Hart

8 Dated: April 29, 2024

**BLUMENTHAL
NORDREHAUG BHOWMIK DE
BLOUW LLP**

9 /s/ Piya Mukherjee

10 Norman B. Blumenthal
11 Kyle R. Nordrehaug
12 Aparajit Bhowmik
13 Nicholas J. De Blouw
14 Piya Mukherjee
15 Attorneys for PLAINTIFFS Wilson
16 Chung and Lisa Burton

PROOF OF SERVICE

I am employed in the County of Alameda, State of California. I am over the age of 18 and not a party to the within action; my business address is 1939 Harrison Street, Suite 730, Oakland, California 94612.

On May 22, 2024, I served the documents described as:

- **Second Amended Class and PAGA Action Complaint**

on *Interested Parties at the following* addresses:

Daniel H. Qualls, Esq.
Dolores Mayorga
O'Hagan Meyer LLC
333 Bush Street, Suite 1100
San Francisco, CA 94104
Telephone: (415) 362-2580
Facsimile: (415) 434-0882
DQualls@ohaganmeyer.com
dmayorga@ohaganmeyer.com

Attorneys for Defendant
Monroe Operations, LLC

Norman B. Blumenthal, Esq.
Kyle R. Nordrehuag, Esq.
Aparajit Bhowmik, Esq.
Piya Mukherjee, Esq.
Charlotte E. James, Esq.
BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP
2255 Calle Clara,
La Jolla, CA 92037
T: 858.551.1223
F: 858.551.1232
Kyle@bamlawca.com
aj@bamlawca.com
charlotte@bamlawca.com
piya@bamlawca.com
deblouw@bamlawca.com
victoria@bamlawca.com
rico@bamlawca.com

Attorneys for Plaintiffs Wilson Chung & Lisa Burton

Eugene C. Ryu, Esq.
Penny Chen Fox, Esq.
Ashley Song, Esq.
K&L GATES LLP
10100 Santa Monica Boulevard, Eighth Floor
Los Angeles, CA 90067
Emails: Gene.ryu@klgates.com
Penny.fox@klgates.com
Ashley.song@klgates.com

Attorneys for Defendant
Monroe Operations, LLC

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
GAINES & GAINES, APLC
4550 E. Thousand Oaks Blvd., Ste 100
Westlake Village, CA 91362
T: (818) 703-8985
F: (818) 703-8984
daniel@gaineslawfirm.com
alex@gaineslawfirm.com
attorneys@gaineslawfirm.com
amelia@gaineslawfirm.com

Attorneys for Plaintiff Karen Hart

1 [X] **BY E-Mail:** By transmitting the foregoing documents to the e-mail addresses listed above. The
2 transmission was reported completed and without error. The foregoing documents were emailed from
3 darjona@themmlawfirm.com.

4 [X] **STATE:** I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct. Executed on May 22, 2024 at Oakland, California.

6 

7 _____
8 Daniel Arjona
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28