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*Attorneys for Plaintiff,
GINA DANTICO*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – WEST DISTRICT**

GINA DANTICO, an individual, and on behalf
of all aggrieved employees

Plaintiff,

vs.

EDGEWATER TOWERS CONDOMINIUMS
HOMEOWNERS ASSOCIATION, a California
common interest development association; and
DOES 1 through 50 inclusive

Defendants.

Case No. 22SMCV01372

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF; ENFORCEMENT ACTION
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ:**

1. **FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES (Lab.
Code, §§ 510, 111194, 1194.2, &
1198);**
2. **FAILURE TO PAY MINIMUM
WAGES AND LIQUIDATED
DAMAGES (Lab. Code, §§ 1182.12,
1194; 1194.2; 1197; 1197.1; & 1198
and Cal. Code Regs., tit 8, § 11050);**
3. **FAILURE TO PROVIDE MEAL
PERIODS (Lab. Code, § 226.7
& 512, and Cal. Code Regs., tit. 8, §
11050);**
4. **FAILURE TO PROVIDE REST
PERIODS (Lab. Code, §§ 226.7 &
512, and Cal. Code Regs. tit. 8, §
11050);**
5. **FAILURE TO PROVIDE
ACCURATE WAGE
STATEMENTS AND MAINTAIN
ACCURATE PAYROLL
RECORDS (Lab. Code, §§ 226,
subd. (a), 1174, subd. (d), & 1198);**
6. **FAILURE TO PAY WAGES**

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- UPON TERMINATION OF
EMPLOYMENT (Lab. Code, §
203);**
7. **FAILURE TO REIMBURSE
BUSINESS EXPENSES (Lab.
Code, §§ 2800 & 2802);**
8. **VIOLATION OF LABOR CODE
SECTION 558;**
9. **UNFAIR COMPETITION (Bus. &
Prof. Code, § 17200 et seq.);**
10. **VIOLATION OF THE EQUAL
PAY ACT (Lab. Code, § 1197.5);**
and,
11. **CIVIL PENALTIES FOR
VIOLATIONS OF THE
CALIFORNIA LABOR CODE,
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT
[CAL. LAB. CODE § 2698, et seq.]**

DEMAND FOR A JURY TRIAL

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All allegations in this First Amended Complaint are based upon information and belief except for those allegations which pertain to the named Plaintiff and her counsel. Each allegation has evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity for further investigation and discovery.

I.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Complaint under Code of Civil Procedure section 410.10. Plaintiff brings this complaint on her own behalf.

2. Venue is proper in the court under Code of Civil Procedure sections 395 and 395.5 because the claims made, and the Labor Code violations as against the persons identified herein, occurred in the County of Los Angeles. Further, each of the Defendants operated their businesses in the County of Los Angeles

3. The Private Attorney Generals Act ("PAGA") authorizes aggrieved employees to sue directly as the proxy of the State of California for civil penalties for violations of various provisions in the California Labor Code.

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II.

THE PARTIES

PLAINTIFF

4. GINA DANTICO (referred to as PLAINTIFF) is, and at all material times mentioned was:

- (a) An female individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an employee by EDGEWATER TOWERS CONDOMINIUMS HOMEOWNERS ASSOCIATION, a California common interest development association; and DOES 1 through 50 inclusive (“DEFENDANTS”), from on or about November 1, 2021, to on or about June 18, 2022, as a property manager;
- (c) Was not properly paid for overtime hours worked;
- (d) Was not properly paid minimum wages for hours worked;
- (e) Did not receive compliant meal periods or meal-period premiums;
- (f) Did not receive compliant rest periods or rest-period premiums;
- (g) Did not receive accurate itemized wage statements;
- (h) Was not reimbursed for business expenses that she paid;
- (i) When terminated from her employment, was not paid for overtime wages owed, minimum wages owed, meal period wages owed, and rest period wages owed within the time limits prescribed by Labor Code section 201; and,
- (j) Did not receive pay equal to that of a male counterpart for the performance of the same or substantially similar work.

DEFENDANTS

5. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that EDGEWATER TOWERS CONDOMINIUMS HOMEOWNERS ASSOCIATION, is, and at all times mentioned was:

1 (a) A California common-interest development association authorized to
2 conduct business, and actually conducting business, in Los Angeles
3 County, California

4 6. EDGEWATER TOWERS CONDOMINIUMS HOMEOWNERS
5 ASSOCIATION and DOES 1 through 50 are collectively referred to as “DEFENDANTS”
6 throughout this Complaint.

7 7. The true names and capacities, whether individual, corporate, subsidiary,
8 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
9 unknown to the PLAINTIFF, who therefore sues these Defendants by those fictitious names
10 under Code of Civil Procedure section 474. PLAINTIFF will seek leave to amend the
11 Complaint to allege the true names and capacities of DOES 1 through 50, inclusive, when
12 they are ascertained.

13 8. PLAINTIFF is informed and believes, and based upon that information and
14 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
15 which reside in, or are otherwise doing business in the State of California. Each of the
16 Defendants DOES 1 through 50 was the managerial agent, employee, predecessor,
17 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
18 the other Defendants named herein, and acted with permission, authorization and/or
19 ratification and consent of other Defendants.

20 9. PLAINTIFF is informed and believes, and based upon that information and
21 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
22 inclusive, are responsible in some manner for one or more of the events and happenings
23 that proximately caused the injuries and damages hereinafter alleged.

24 10. PLAINTIFF is informed and believes, and based upon that information and
25 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
26 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
27 employees of each of the other Defendants, and that each Defendant was acting within the
28 course of scope of his, hers, or its authority as the agent, servant and/or employee of each

1 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
2 PLAINTIFF and all aggrieved employees for their damages sustained as a proximate result
3 of Defendants' conduct.

4 11. PLAINTIFF is informed and believes, and based upon that information and
5 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
6 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
7 themselves and entered into a combination and systemized campaign of activity to inter alia
8 damage PLAINTIFF, and all aggrieved employees, and to otherwise consciously and/or
9 recklessly act in derogation of PLAINTIFF, and all aggrieved employees, and the trust
10 reposed by PLAINTIFF and all aggrieved employees in each of the Defendants, the acts
11 being negligently and/or intentionally inflicted. Their conspiracy, and Defendants'
12 concerted actions, were such that, to PLAINTIFF's information and belief, and to all
13 appearances, Defendants represented a unified body so that the actions of one Defendant
14 were accomplished in concert with, and with the knowledge, ratification, authorization and
15 approval of each of the other Defendants.

16 III.

17 PAGA REPRESENTATIVE ALLEGATIONS

18 12. At all times herein set forth, PAGA provides that any provision of law under
19 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
20 assessed and collected by the LWDA for violations of the Labor Code and applicable IWC
21 Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action
22 brought on behalf of themselves and other current or former employees pursuant to
23 procedures outlined in Labor Code section 2699.3.

24 13. PAGA defines an "aggrieved employee" in Labor Code section 2699,
25 subdivision (c) as "any person who was employed by the alleged violator and against whom
26 one or more of the alleged violations was committed."

27 14. PLAINTIFF and other current and former employees of DEFENDANTS are
28 "aggrieved employees" as defined by Labor Code section 2699, subdivision (c) in that they

1 are all Defendants' current or former employees and one or more of the alleged violations
2 were committed against them.

3 15. On July 26, 2022, PLAINTIFF provided written notice by online filing to the
4 LWDA and by Certified Mail to EDGEWATER TOWERS CONDOMINIUMS
5 HOMEOWNERS ASSOCIATION's attorney of the specific provisions of the California Labor
6 Code alleged to have been violated, including facts and theories to support the alleged
7 violations, in accordance with Labor Code section 2699.3. PLAINTIFF's notice was
8 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
9 Administrator confirmed receipt of Plaintiff's notice and assigned Plaintiff PAGA Case Number
10 LWDA-CM-897748-22.

11 16. PLAINTIFF has satisfied the administrative prerequisites under Labor Code
12 sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties against
13 DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7, 351, 510, 512,
14 516, 1182.12, 1194, 1194.2, 1197.1, 1198, and 2810.5.

15 17. Labor Code section 558, subdivision (a) provides, "Any employer or other
16 person acting on behalf of an employer who violates, or causes to be violated, a section of this
17 chapter or any provision regulating hours and days of work in any order of the Industrial
18 Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation,
19 fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was
20 underpaid....(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid...." Labor Code section
22 558, subdivision (d) provides, "The civil penalties provided for in this section are in addition to
23 any other civil or criminal penalty provided by law."

24 18. DEFENDANTS, at all times relevant to this complaint, were employers or
25 persons acting on behalf of an employer(s) who violated PLAINTIFF'S and other aggrieved
26 employees' rights by violating various sections of the Labor Code as set forth above.
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19. As set forth below, DEFENDANTS have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

20. Pursuant to PAGA, and in particular, Labor Code sections 2699, subdivision (a), 2699.3, subdivision (a), 2699.3, subdivision (c), 2699.5, and section 558, PLAINTIFF, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

IV.

THE CONDUCT

21. DEFENDANTS are a condominium association in Los Angeles County, California.

22. DEFENDANTS’ business requires the use of “non-exempt” employees as defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended), including but not limited to property managers, maintenance staff, and janitors.

23. DEFENDANTS jointly employed PLAINTIFF from on or about November 1, 2021, to on or about June 18, 2022, as a property manager.

24. DEFENDANTS paid PLAINTIFF \$100,000 per year, regardless of the hours PLAINTIFF worked. PLAINTIFF's job duties included, among other things, responding to owner maintenance requests and issues and coordinating maintenance vendors at DEFENDANTS' condominium building.

25. DEFENDANTS exercised complete and unfettered control over PLAINTIFF's, and all aggrieved employees' work schedules; their hours worked; their rates of pay and methods of payment; dictated how PLAINTIFF, and all aggrieved employees, would actually perform their jobs; and dictated if and when PLAINTIFF and all aggrieved employees could take lunch or rest breaks. PLAINTIFF and all aggrieved employees could not exercise discretion and independent judgment regarding the tasks they

1 performed. PLAINTIFF and all aggrieved employees had to obtain approval on any action
2 taken in the course of working for DEFENDANTS. Therefore, under California Code of
3 Regulations, title 8, section 11050, subdivision (1)(A), the provisions of the applicable
4 California Wage Order apply to PLAINTIFF and all aggrieved employees. PLAINTIFF and
5 all aggrieved employees were not exempt employees.

6 26. While employed by DEFENDANTS, PLAINTIFF typically worked from
7 8:00 a.m. to 5:00 p.m. Monday through Friday. Additionally, PLAINTIFF would work
8 approximately seven additional hours per week day addressing requests, emergencies, and
9 other maintenance issues that arose at Edgewater's building. DEFENDANT did not
10 compensate PLAINTIFF for the time worked before or after her regularly scheduled shifts.

11 27. DEFENDANTS required that PLAINTIFF and all aggrieved employees work
12 hours without paying compensation at the minimum wage.

13 28. DEFENDANTS required that PLAINTIFF and all aggrieved employees work
14 more than 8 hours in a day or more than forty 40 hours per week without proper overtime
15 compensation.

16 29. DEFENDANTS did not provide PLAINTIFF and all aggrieved employees,
17 with code-compliant 10-minute rest periods or 30-minute meal periods. DEFENDANTS
18 failed to compensate PLAINTIFF and all aggrieved employees for the missed rest periods
19 or meal periods and, therefore, for the total hours worked. As a result, PLAINTIFF, and all
20 aggrieved employees did not receive accurate wage statements from DEFENDANTS.

21 30. DEFENDANTS failed to reimburse PLAINTIFF and all aggrieved employees
22 for all necessary expenditures incurred in their course and scope of employment, including
23 vehicle mileage and personal cell phone and cell phone plan usage.

24 31. DEFENDANTS failed to pay PLAINTIFF and all aggrieved employees all
25 wages due upon termination of employment.

26 32. DEFENDANTS extended an offer of employment to a male property
27 manager who was set to perform the same, or substantially similar, duties as PLAINTIFF, a
28 female.

1 33. DEFENDANT's offer to PLAINTIFF's male counterpart included a yearly
2 salary \$22,000 greater than PLAINTIFF's.

3 **FIRST CAUSE OF ACTION**
4 **FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED**
5 **DAMAGES**

6 **(Lab. Code, §§ 510, 1194, 1194.2 & 1198)**

7 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

8 34. PLAINTIFF repeats and re-alleges paragraphs 1 through 33, inclusive, of this
9 Complaint and they are incorporated herein by this reference.

10 35. Under the applicable IWC Wage Order 5-2001 (as amended),
11 DEFENDANTS were the joint employers of PLAINTIFF.

12 36. Labor Code section 510 provides that employees in California shall not be
13 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive
14 additional compensation beyond their regular wages in amounts specified by law.

15 37. California Code of Regulations, title 8, section 11050, subdivision (3)(A)(3)
16 provides that overtime hours shall be compensated at: (a) One and one-half (1 ½) times the
17 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and
18 including 12 hours in any workday, and for the first eight (8) hours worked on the seventh
19 (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate
20 of pay for all hours worked in excess of 12 hours in any workday and for all hours worked
21 in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

22 38. Labor Code section 1194 establishes an employee's right to recover unpaid
23 overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees.

24 39. Labor Code Section 1198 states that the employment of an employee for
25 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

26 40. Labor Code section 1194.2 establishes an employee's right to recover
27 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon
28 in an action for payment of a wage less than the minimum wage fixed by the Industrial

1 Welfare Commission or by statute.

2 41. At all times relevant hereto, PLAINTIFF worked more than 8 hours in a
3 workday, and/or 40 hours in a workweek, and/or for hours worked on a seventh consecutive
4 workday as an employee of DEFENDANTS.

5 42. At all times relevant hereto, DEFENDANTS failed to pay overtime
6 compensation to PLAINTIFF for the hours she worked in excess of the maximum hours
7 permissible by law as required by Labor Code sections 510, 1194, and 1198.

8 43. DEFENDANTS acted intentionally, oppressively, and maliciously toward
9 PLAINTIFF, with a conscious disregard of her rights, or the consequences to her, with the
10 intent of depriving her of property and legal rights and otherwise causing her injury. By
11 virtue of DEFENDANTS' unlawful failure to pay overtime wages, PLAINTIFF has
12 suffered, and will continue to suffer, damages in the amounts which are presently unknown
13 to her, but which exceed the jurisdictional limits of the court, and which will be ascertained
14 according to proof at trial.

15 44. PLAINTIFF seeks to recover overtime wages according to proof, interest, as
16 well as the assessment of all applicable statutory penalties against DEFENDANTS, in a
17 sum as provided by the Labor Code and/or other statutes. PLAINTIFF also seeks to recover
18 liquidated damages as provided by Labor Code section 1194.2, and reasonable attorneys'
19 fees and costs.

20 **SECOND CAUSE OF ACTION**

21 **FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES**

22 **(Lab. Code, §§ 1182.12, 1194, 1194.2, 1197, 1197.1, & 1198, and Cal. Code Regs., tit. 8,**
23 **§ 11050)**

24 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

25 45. PLAINTIFF repeats and re-alleges paragraphs 1 through 44, inclusive, of this
26 Complaint and they are incorporated herein by this reference.

27 46. Labor Code sections 1182.12, 1197, and 1197.1 require employers to pay
28 employees the minimum wage fixed by the California Industrial Welfare Commission. The

1 payment of a lesser wage than the minimum so fixed is unlawful.

2 47. Compensable work time is defined in Industrial Wage Order No. 5 as “the
3 time during which an employee is subject to the control of an employer, and includes all
4 the time the employee is suffered or permitted to work, whether or not required to do so.”
5 (Cal. Code Regs., tit. 8, § 11050, subd. (2)(K) [defining “Hours Worked”].)

6 48. Labor Code section 1194 establishes an employee’s right to recover unpaid
7 wage compensation, interest thereon, together with the costs of suit, and attorneys’ fees.

8 49. Labor Code section 1194.2 establishes an employee’s right to recover
9 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon
10 in an action for payment of a wage less than the minimum wage fixed by the Industrial
11 Welfare Commission or by statute.

12 50. At all times relevant hereto, PLAINTIFF did not reside at the place of
13 employment.

14 51. DEFENDANTS failed to properly pay PLAINTIFF for all hours worked at
15 the legal minimum wage.

16 52. DEFENDANTS acted intentionally, oppressively, and maliciously toward
17 PLAINTIFF, with a conscious disregard of her rights, or the consequences to her, with the
18 intent of depriving her of property and legal rights and otherwise causing her injury. By
19 virtue of DEFENDANTS’ unlawful failure to pay wages, PLAINTIFF has suffered, and
20 will continue to suffer damages in an amount that is presently unknown to her, but which
21 exceeds the jurisdictional limits of the court, and which will be ascertained according to
22 proof at trial.

23 53. PLAINTIFF seeks to recover minimum wages according to proof, interest,
24 and the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as
25 provided by the Labor Code and/or other statutes. PLAINTIFF also seeks to recover
26 liquidated damages as provided by Labor Code section 1194.2, and reasonable attorneys’
27 fees and costs.

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(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)

60. DEFENDANTS intentionally and improperly denied meal periods to

1 PLAINTIFF, in violation of Labor Code sections 226.7 and 512 and California Code of
2 Regulations, title 8, section 11050, subdivision (11)(A) and other regulations and statutes.

3 61. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
4 PLAINTIFF, PLAINTIFF has suffered and will continue to suffer damages in amounts that
5 are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the
6 court, and which will be ascertained according to proof at trial.

7 62. PLAINTIFF is informed and believes, and based upon that information and
8 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
9 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously
10 toward PLAINTIFF with a conscious disregard of her rights, or the consequences to
11 PLAINTIFF, with the intent of depriving PLAINTIFF of property and legal rights and
12 otherwise causing PLAINTIFF injury.

13 63. PLAINTIFF seeks to recover meal-period compensation according to proof,
14 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided
15 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

16 **FOURTH CAUSE OF ACTION**

17 **FOR FAILURE TO PROVIDE REST PERIODS**

18 **(Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)**

19 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

20 64. PLAINTIFF repeats and re-alleges paragraphs 1 through 63, inclusive, of this
21 Complaint and they are incorporated herein by this reference.

22 65. Labor Code section 226.7 and California Code of Regulations, title 8, section
23 11050, subdivision (12)(A) provide that employers shall authorize and permit all employees
24 to take rest periods at the rate of 10 minutes net rest time per 4 hours or major fraction
25 thereof, of work.

26 66. Labor Code section 226.7 and California Code of Regulations, title 8, section
27 11050, subdivision (12)(B) provide that if an employer fails to provide an employee with
28 rest periods in accordance with those statutes, the employer shall pay the employee one

1 hour of pay at the employee's regular rate of compensation for each workday that the rest
2 period was not provided.

3 67. The Wage Order provides a separate remedy for violations of meal-period
4 requirements and violations of rest-period requirements. and section 226.7 allows recovery
5 of up to two premium payments per workday – one for each type of violation. (*United*
6 *Parcel Service, Inc. v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

7 68. At all times relevant hereto, PLAINTIFF worked more than four hours in a
8 workday for DEFENDANTS.

9 69. At all times relevant hereto, DEFENDANT failed to provide rest periods to
10 PLAINTIFF as required by Labor Code section 226.7 and California Code of Regulations,
11 title 8, section 11050, subdivision (12)(A).

12 70. DEFENDANTS did not provide PLAINTIFF with a 10-minute net rest period
13 for every 4 hours or major fraction thereof worked. Where rest periods were provided, they
14 were shorter in duration than 10 minutes, were interrupted, or were not provided every 4
15 hours or major fraction thereof worked. DEFENDANTS effectively maintained control
16 over PLAINTIFF during rest periods that were provided. On each day where compliant 10-
17 minute rest periods were not provided to PLAINTIFF, DEFENDANTS failed to pay
18 PLAINTIFF a one additional hour of pay at her regular rate of pay.

19 71. DEFENDANTS have intentionally and improperly denied rest periods to
20 PLAINTIFF in violation of Labor Code sections 226.7 and 512 and California Code of
21 Regulations, title 8, section 11050, subdivision (12)(A).

22 72. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to
23 the PLAINTIFF, PLAINTIFF has suffered and will continue to suffer damages in amounts
24 that are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the
25 court, and which will be ascertained according to proof at trial.

26 73. PLAINTIFF is informed and believes, and based upon that information and
27 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF was
28 entitled to rest periods and purposely elected not to provide rest periods. DEFENDANTS

1 acted intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious
2 disregard of her rights or the consequences to PLAINTIFF, with the intent of depriving
3 PLAINTIFF of property and legal rights and otherwise causing PLAINTIFF injury.

4 74. PLAINTIFF seeks to recover rest-period compensation according to proof,
5 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided
6 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

7 **FIFTH CAUSE OF ACTION**
8 **FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND**
9 **MAINTAIN ACCURATE PAYROLL RECORDS**

10 **(Lab. Code, 226, subd. (a), 1174, subd. (d), & 1198)**

11 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

12 75. PLAINTIFF re-alleges paragraphs 1 through 74, inclusive, of this Complaint
13 and they are incorporated herein by this reference.

14 76. Labor Code section 226, subdivision (a) requires employers to provide non-
15 exempt employees with detailed and accurate wage statements (*i.e.* "pay stubs").
16 Specifically, the statute provides:

17 Every employer shall, semimonthly or at the time of each payment of wages,
18 furnish each of his or her employees, either as a detachable part of the check,
19 draft, or voucher paying the employee's wages, or separately when wages are
20 paid by personal check or cash, an accurate itemized statement in writing
21 showing (1) gross wages earned, (2) total hours worked by the employee,
22 except for any employee whose compensation is solely based on a salary and
23 who is exempt from payment of overtime under subdivision (a) of Section
24 515 or any applicable order of the Industrial Welfare Commission, (3)) the
25 number of piece-rate units earned and any applicable piece rate if the
26 employee is paid on a piece-rate basis, (4) all deductions, provided that all
27 deductions made on written orders of the employee may be aggregated and
28 shown as one item, (5) net wages earned, (6) the inclusive dates of the period

1 for which the employee is paid, (7) the name of the employee and only the
2 last four digits of his or her social security number or an employee
3 identification number other than a social security number, (8) the name and
4 address of the legal entity that is the employer and, if the employer is a farm
5 labor contractor, as defined in subdivision (b) of Section 1682, the name and
6 address of the legal entity that secured the services of the employer, and (9)
7 all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee
9 and, beginning July 1, 2013, if the employer is a temporary services
10 employer as defined in Section 201.3, the rate of pay and total hours worked
11 for each temporary services assignment.

12 77. Labor Code section 226, subdivision (e) provides that for each violation of
13 subdivision (a), an employee is entitled to recover the greater of all actual damages or
14 minimum statutory damages of \$50 for the initial pay period in which a violation occurs
15 and \$100 for each subsequent violation, up to a maximum of \$4,000.

16 78. Labor Code section 1174, subdivision (d) provides, "Every person employing
17 labor in this state shall...[k]eep, at a central location in the state or at the plants or
18 establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and
20 any applicable piece rate paid to, employees employed at the respective plants or
21 establishments. These records shall be kept in accordance with rules established for this
22 purpose by the commission, but in any case shall be kept on file for not less
23 than three years."

24 79. Labor Code section 1174.5 provides that employers are subject to a \$500
25 civil penalty if they fail to maintain accurate and complete records as required by section
26 1174, subdivision (d).

27 80. DEFENDANTS intentionally failed to furnish to PLAINTIFF, upon the
28 payment of wages, itemized wage statements in conformity with Labor Code section 226.

1 The wage statements failed to accurately reflect PLAINTIFF's hours worked, including
2 overtime wages, minimum wages, missed meal periods, missed rest periods.

3 81. PLAINTIFF was damaged by these failures because, among other things, the
4 failures led PLAINTIFF to believe that she was not entitled to be paid for all hours worked
5 even though she was so entitled, and because these failures hindered PLAINTIFF from
6 determining the amounts of wages owed to them.

7 82. PLAINTIFF is also informed and believes, and based upon that information
8 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records
9 showing the daily hours PLAINTIFF worked and the wages that should have been paid as a
10 result of failing to record hours that PLAINTIFF worked, as well as PLAINTIFF's missed
11 meal periods and rest periods.

12 83. PLAINTIFF seeks to recover damages, penalties, and interest under Labor
13 Code sections 226, 1174, and 1198, and reasonable attorneys' fees and costs.

14 **SIXTH CAUSE OF ACTION**
15 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

16 **(Lab. Code, § 203)**

17 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

18 84. PLAINTIFF re-alleges paragraphs 1 through 83, inclusive, of this Complaint
19 and they are incorporated herein by this reference.

20 85. Labor Code section 201, subdivision (a) provides that a discharged
21 employee's unpaid wages are due and payable immediately.

22 86. Labor Code section 203, subdivision (a) provides, "If an employer willfully
23 fails to pay, without abatement or reduction, in accordance with Sections [201 and 202],
24 any wages of an employee who is discharged or who quits, the wages of the employee shall
25 continue as a penalty from the due date thereof at the same rate until paid or until an action
26 therefore is commenced; but the wages shall not continue for more than 30 days."

27 87. DEFENDANTS discharged PLAINTIFF from her employment within the
28 applicable statute of limitations.

88. DEFENDANTS willfully failed to pay PLAINTIFF the wages due to her—without abatement or reduction.

89. Under Labor Code section 203, PLAINTIFF is entitled to one day's wages for each day she was not timely paid all wages due, up to a maximum of 30 days' wages.

90. Because DEFENDANTS failed to pay overtime wages owed, minimum wages owed, meal period wages owed, and rest period wages owed, PLAINTIFF seeks to recover 30 days' wages and applicable penalties. PLAINTIFF also seeks reasonable attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Lab. Code, §§ 2800 & 2802)

(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)

91. PLAINTIFF re-alleges paragraphs 1 through 90, inclusive, of this Complaint and they are incorporated herein by this reference.

92. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFF.

93. Labor Code sections 2800 and 2802 provide that an employer must reimburse employees for all necessary expenditures incurred in an employee's course and scope of employment.

94. PLAINTIFF incurred necessary business-related expenses and costs that were not fully reimbursed by DEFENDANTS.

95. Necessary unreimbursed business-related expenses included but were not limited to vehicle mileage and personal cell phone and cell phone plan usage.

96. DEFENDANTS intentionally and willfully failed to fully reimburse PLAINTIFF for necessary business-related expenses and costs in violation of Labor Code sections 2800 and 2802.

97. Under Labor Code sections 2800 and 2802, PLAINTIFF seeks to recover her business-related expenses incurred during the course and scope of her employment with

1 DEFENDANTS, plus interest and penalties. PLAINTIFF also seeks reasonable attorneys’
2 fees and costs.

3 **EIGHTH CAUSE OF ACTION**
4 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

5 **(Lab. Code, § 558)**

6 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

7 98. PLAINTIFF re-alleges paragraphs 1 through 97, inclusive, of this Complaint
8 and they are incorporated herein by this reference.

9 99. Labor Code section 558, subdivision (a) provides, “Any employer or other
10 person acting on behalf of an employer who violates, or causes to be violated, a section of
11 this chapter or any provision regulating hours and days of work in any order of the
12 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any
13 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
14 which the employee was underpaid in addition to an amount sufficient to recover underpaid
15 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
16 employee for each pay period for which the employee was underpaid in addition to an
17 amount sufficient to recover underpaid wages.” Section 558, subdivision (d) provides, “The
18 civil penalties provided for in this section are in addition to any other civil or criminal
19 penalty provided by law.”

20 100. At all relevant times, DEFENDANTS violated the rights of PLAINTIFF by
21 violating various sections of the Labor Code. PLAINTIFF seeks the remedies set forth in
22 Labor Code section 558, and reasonable attorneys’ fees and costs.

23 **NINTH CAUSE OF ACTION**
24 **FOR UNFAIR COMPETITION**

25 **(Bus. & Prof. Code, § 17200 et seq.)**

26 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

27 101. PLAINTIFF re-alleges paragraphs 1 through 100, inclusive, of this
28 Complaint and they are incorporated herein by this reference.

1 102. Each of the DEFENDANTS is a “person” as that term is defined under
2 Business and Professions Code section 17021.

3 103. Business and Professions Code section 17200 defines unfair competition as
4 any unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and
5 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
6 practices by, among other violations, failing to pay overtime wages to PLAINTIFF, failing
7 to pay minimum wages to PLAINTIFF, failing to provide compliant meal periods to
8 PLAINTIFF, failing to provide compliant rest periods to PLAINTIFF, failing to provide
9 accurate wage statements to PLAINTIFF, failing to provide reimbursement of necessary
10 business expenses to PLAINTIFF, and failing to provide wages due upon termination of
11 employment to PLAINTIFF, under the applicable Labor Code and Industrial Welfare
12 Commission requirements in violation of Business and Professions Code section 17200 et
13 seq., and have thereby deprived PLAINTIFF of fundamental rights and privileges.

14 104. By and through the unfair and unlawful business practices described herein,
15 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF
16 and have deprived her of valuable rights and benefits guaranteed by law, all to the
17 detriment of PLAINTIFF.

18 105. All the acts described herein are violations of, among other things, the Labor
19 Code and Industrial Welfare Commission Wage Order 5; are unlawful and in violation of
20 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
21 thereby constitute unfair and unlawful business practices in violation of Business and
22 Professions Code section 17200 et seq.

23 106. PLAINTIFF is entitled to and seeks such relief as may be necessary to
24 restore to them the money and property that DEFENDANTS have acquired, or of which
25 PLAINTIFF has been deprived by means of the above-described unfair and unlawful
26 business practices.

27 107. PLAINTIFF is further entitled to seek a declaration that the above-described
28 business practices are unfair and unlawful and that an injunctive relief should be issued

1 restraining DEFENDANTS from engaging in any of the above-described unfair and
2 unlawful business practices in the future.

3 108. PLAINTIFF has no plain, speedy, and/or adequate remedy at law to redress
4 the injuries that she has suffered as a consequence of DEFENDANTS' unfair and unlawful
5 business practices. As a result of the unfair and unlawful business practices described
6 above, PLAINTIFF has suffered and will continue to suffer irreparable harm unless
7 DEFENDANTS are restrained from continuing to engage in these unfair and unlawful
8 business practices. In addition, DEFENDANTS should be required to disgorge the unpaid
9 moneys to PLAINTIFF.

10 **TENTH CAUSE OF ACTION**
11 **FOR VIOLATION OF THE EQUAL PAY ACT**

12 **(Lab. Code, § 1197.5)**

13 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

14 109. PLAINTIFF re-alleges paragraphs 1 through 108, inclusive, of this
15 Complaint and they are incorporated herein by this reference.

16 110. Labor Code section 1197.5 (the Equal Pay Act) provides:

17
18 a) An employer shall not pay any of its employees at wage rates less
19 than the rates paid to employees of the opposite sex for substantially
20 similar work, when viewed as a composite of skill, effort, and
responsibility, and performed under similar working conditions,
except where the employer demonstrates:

21 (1) The wage differential is based upon one or more of the
22 following factors:

23 (A) A seniority system.

24 (B) A merit system.

25 (C) A system that measures earnings by quantity or
26 quality of production.

27 (D) A bona fide factor other than sex, such as
28 education, training, or experience. This factor shall
apply only if the employer demonstrates that the factor
is not based on or derived from a sex-based differential
in compensation, is job related with respect to the
position in question, and is consistent with a business

necessity. For purposes of this subparagraph, “business necessity” means an overriding legitimate business purpose such that the factor relied upon effectively fulfills the business purpose it is supposed to serve. This defense shall not apply if the employee demonstrates that an alternative business practice exists that would serve the same business purpose without producing the wage differential.

(2) Each factor relied upon is applied reasonably.

(3) The one or more factors relied upon account for the entire wage differential. Prior salary shall not, by itself, justify any disparity in compensation.

111. DEFENDANTS extended an offer of employment to a male property manager who was set to perform the same, or substantially similar, duties as PLAINTIFF, a female.

112. DEFENDANT’s offer to PLAINTIFF’s male counterpart included a yearly salary \$22,000 greater than PLAINTIFF’s.

113. The difference in wages offered to PLAINTIFF’s male counterpart were not due to any of the factors listed in Labor Code section 1179.5, subdivision (a)(1).

114. PLAINTIFF seeks to recover the difference between the wages paid to her by DEFENDANTS and the wages DEFENDANTS offered to a male counterpart who was set to perform substantially similar work as PLAINTIFF, according to proof, interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided by the Labor Code section 1197.5, subdivision (h) and/or other statutes, and reasonable attorneys’ fees and costs.

ELEVENTH CAUSE OF ACTION
FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT

(Lab. Code, § 2698 et seq.)

(By PLAINTIFF, On Her Own Behalf, and As a Private Attorneys General for All Aggrieved Employees, and Against All Defendants)

115. PLAINTIFF repeats and re-alleges paragraphs 1 through 114, inclusive, of this Complaint and they are incorporated herein by this reference.

1 116. Labor Code sections 2698-2699, the Private Attorneys General Act of 2004
2 expressly establishes that any provision of the Labor Code that provides for a civil penalty to be
3 assessed and collected by the Labor and Workforce Development Agency (“LWDA”), or any of
4 its departments, divisions, commissions, boards, agencies or employees for a violation of the
5 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
6 behalf of himself or herself, and other current or former employees.

7 117. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
8 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
9 authorized to exercise the same discretion, subject to the same limitations and conditions, to
10 assess a civil penalty.

11 118. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid
12 employees, or misclassified employees, are “aggrieved employees” as defined by Labor Code
13 section 2699 in that they are all current or former employees of DEFENDANTS, and one or
14 more of the alleged violations was committed against them.

15 119. PLAINTIFF asserts all of her claims in this Complaint on her own behalf and on
16 behalf of all aggrieved employees in her capacity as a Private Attorney General and seeks all
17 statutory penalties available under Labor Code sections 2698-2699.

18 120. On July 26, 2022, PLAINTIFF gave written notice by certified mail to
19 EDGEWATER TOWERS CONDOMINIUMS HOMEOWNERS ASSOCIATION’s attorney of
20 the specific code provisions alleged to have been violated, as required by Labor Code section
21 2699.3. On the same date, PLAINTIFF submitted a “PAGA Claim Notice” to the LWDA
22 through its online portal. PLAINTIFF’s PAGA Notice Letter and LWDA Claim Submissions
23 indicated that she, “as an aggrieved employee, on her own behalf and on behalf of other
24 employees of Edgewater Towers Condominiums Homeowners Association, and any other
25 affiliated entity (collectively referred to herein as “**Edgewater**”), intends to avail herself of the
26 protections granted by the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF
27 2004 (“the Act”) (LAB. CODE, § 2698 et. seq.)” The statutory waiting period for PLAINTIFF to
28 add these allegations to the Complaint has expired. As a result, pursuant to Labor Code section

1 2699.3, PLAINTIFF, on behalf of herself and all aggrieved employees, may now commence a
2 representative civil action under Labor Code section 2699 as the proxy of the State of
3 California.

4 121. DEFENDANTS' conduct, as alleged herein, violates numerous sections of the
5 CAL. LAB. CODE , including, but not limited to, the following: :

6 122. Violations of Labor Code sections 510, 1194, 1194.2, and 1198 for
7 DEFENDANTS' failure to pay overtime compensation and liquidated damages to PLAINTIFF,
8 and other aggrieved employees;

9 123. Violations of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, and
10 1198 and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to
11 pay minimum wages and liquidated damages to PLAINTIFF, and other aggrieved employees;

12 124. Violations of Labor Code sections 226.7, 512, and 516, 1198, and California
13 Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide meal periods
14 to PLAINTIFF, and other aggrieved employees;

15 125. Violations of Labor Code sections 226.7, 512, 516, and 1198, and California
16 Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide rest periods
17 to PLAINTIFF, and other aggrieved employees;

18 126. Violations of Labor Code sections 226, subdivision (a), 1174, subdivision (d),
19 and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to
20 PLAINTIFF, and other aggrieved employees and to maintain accurate payroll records for
21 PLAINTIFF and other aggrieved employees;

22 127. Violations of Labor Code sections 2800 and 2802 for DEFENDANTS' failure to
23 reimburse business expenses to PLAINTIFF, and other aggrieved employees;

24 128. Violations of Labor Code sections 201, 202, and 203 for DEFENDANTS' failure
25 to timely pay wages to PLAINTIFF, and other aggrieved employees;

26 129. Therefore, PLAINTIFF, on her own behalf and on behalf of all aggrieved
27 employees, can and hereby does seeks recovery of all civil penalties as prescribed by Labor
28 Code sections the Private Attorneys General Act of 2004, as the representative of the State of

1 California, for the illegal conduct perpetrated on PLAINTIFF, and all aggrieved employees by
2 DEFENDANTS.

3 **PRAYER**

4 WHEREFORE, PLAINTIFF, individually, prays for judgment against each
5 Defendant, jointly and severally, as follows:

6 **1. ON THE FIRST CAUSE OF ACTION:**

- 7 (a) For overtime wage compensation and liquidated damages;
8 (b) For an award of interest, including prejudgment interest at the legal rate;
9 and,
10 (c) For statutory penalties, interest, costs of suit and attorneys' fees.

11 **2. ON THE SECOND CAUSE OF ACTION:**

- 12 (a) For minimum wage compensation, split shift premium wage
13 compensation, and liquidated damages;
14 (b) For an award of interest, including prejudgment interest at the legal rate;
15 and,
16 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

17 **3. ON THE THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND TENTH**
18 **CAUSES OF ACTION:**

- 19 (a) For compensatory damages, including lost wages;
20 (b) For an award of interest, including prejudgment interest at the legal rate;
21 and,
22 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

23 **4. ON THE EIGHTH CAUSE OF ACTION:**

- 24 (a) For statutory penalties, interest, costs of suit and attorneys' fees.

25 **5. ON THE NINTH CAUSE OF ACTION:**

- 26 (a) For restitution and disgorgement;
27 (b) For injunctive relief ordering the continuing unfair business acts and
28 practices to cease, or as the Court otherwise deems just and proper; and,

1 (c) For other injunctive relief ordering DEFENDANTS to notify Plaintiff that
2 she has not been paid the proper amounts required in accordance with
3 California law.

4 **6. ON THE ELEVENTH CAUSE OF ACTION:**

5 (a) That the Court declare, adjudge and decree that DEFENDANTS
6 violated the following Labor Code provisions as to PLAINTIFF
7 and/or other aggrieved employees:

- 8 1. Labor Code sections 510, 1194, 1194.2, and 1198 for
9 DEFENDANTS' failure to pay overtime compensation and
10 liquidated damages to PLAINTIFF, and other aggrieved
11 employees;
- 12 2. Labor Code sections 1182.12, 1194; 1194.2; 1197; 1197.1; and
13 1198 and California Code of Regulations, title 8, section 11050
14 for DEFENDANTS' failure to pay minimum wages and
15 liquidated damages to PLAINTIFF, and other aggrieved
16 employees;
- 17 3. Labor Code sections 226.7 and 512, 516, and California Code
18 of Regulations, title 8, section 11050 for DEFENDANTS'
19 failure to provide meal periods to PLAINTIFF, and other
20 aggrieved employees;
- 21 4. Labor Code sections 226.7 and 512, 516, and California Code
22 of Regulations, title 8, section 11050 for DEFENDANTS'
23 failure to provide rest periods to PLAINTIFF, and other
24 aggrieved employees;
- 25 5. Labor Code sections 226, subdivision (a), 1174, subdivision
26 (d), and 1198 for DEFENDANTS' failure to provide accurate
27 itemized wage statements to PLAINTIFF, and other aggrieved
28

employees and to maintain accurate payroll records for
PLAINTIFF and other aggrieved employees;

6. Labor Code sections 2800 and 2802 for DEFENDANTS’
failure to reimburse business expenses to PLAINTIFF and
other aggrieved employees;

7. Labor Code sections 201, 202, 203 for DEFENDANTS’ failure
to timely pay wages to PLAINTIFF, and other aggrieved
employees,

(b) For civil penalties pursuant to Labor Code sections 210, 226.3, 256,
558, 1174.5, 1197.1, and/or 2699, subdivisions (a), (f) and (g), for
violations of Labor Code sections 201, 202, 203, 226, 226.7, 510,
512, 516, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198,
2800, and 2802;

(c) For attorneys’ fees and costs pursuant to California Labor Code
section 2699, subdivision (g)(1), and any and all other relevant
statutes, for Defendant’s violations of Labor Code sections 201, 202,
203, 226, 226.7, 510, 512, 516, 558, 1182.12, 1174, 1194, 1194.2,
1197, 1197.1, 1198, 2800, and 2802;

(d) For pre-judgment and post-judgment interest as provided by law; and
For such other and further relief as the Court may deem equitable and
appropriate.

7. ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys’ fees;
- (b) For costs of suit;
- (c) For prejudgment interest; and,
- (d) For other and further relief their court deems just and proper.

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Dated: September 30, 2022 **LAW OFFICES OF DAVID R. GREIFINGER**

By: 
DAVID R. GREIFINGER
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: September 30, 2022 **LAW OFFICES OF DAVID R. GREIFINGER**

By: 
DAVID R. GREIFINGER
Attorneys for Plaintiff