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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MERCY HUBBARD,

Plaintiff,

vs.

PURELY STORAGE, INC., R&B STORAGE,
LP, DOUGLAS RIDGE LLC dba DR
STORAGE, BARBER FAIRFIELD
MANAGEMENT COMPANY, LLC,
BRADLEY LUND, RONALD L. BARBER,
JOHN TANNER, and DOES 1 through 20,
inclusive,

Defendants.

Case Nos.: 30-2022-01293900-CU-OE-CXC
Assigned for All Purposes
Hon. Judge Randall J. Sherman
Dept.: CX-105

COMPLAINT FOR:

1. **Failure To Provide Meal Periods [Cal. Lab. Code §§226.7, 512]**
2. **Failure To Provide Rest Periods [Cal. Lab. Code §§226.7, 512]**
3. **Failure To Pay All Wages Due Upon Termination: Waiting Time Penalties [Cal. Lab. Code § 201-203]**
4. **Failure To Pay All Wages Earned [Cal. Lab. Code § 201-202, 218, 218.5, 1194, 1194.2, 1198]**
5. **Failure To Pay Overtime Wages [Cal. Lab. Code § 510, 21.5, AND 1194]**
6. **Failure To Issue Accurate Itemized Wage Statements [Cal. Lab. Code § 226, 226.3]**
7. **Violations Of California's Unfair Competition Act [Bus. & Prof. Code § 17200 et seq.]**
8. **Private Attorney General Act**

JURY TRIAL DEMANDED

COMES NOW, Plaintiff, MERCY HUBBARD (“Plaintiff”), who alleges as follows against PURELY STORAGE, INC., R&B STORAGE, LP, DOUGLAS RIDGE LLC dba DR STORAGE, BARBER FAIRFIELD MANAGEMENT COMPANY, LLC, BRADLEY LUND, RONALD L. BARBER, JOHN TANNER, and DOES 1 through 20, inclusive, (“Defendants”):

JURISDICTION

1. This Court has personal jurisdiction over Defendants because Defendants engaged in wrongful conduct in the State of California, which caused harm to Plaintiff in this state.

2. Venue is proper in this Court, because Defendants employ persons in this county, employed Plaintiff in this county, and thus a substantial portion of the occurrences related to this action occurred in this county. *Cal. Civ. Proc.* §395.

PARTIES

3. Plaintiff is now, and at all times relevant to this complaint, a competent adult over 18 years of age and a resident of the County of Placer in the State of California.

4. Defendant, PURELY STORAGE, INC., is organized and existing under the laws of the State of California, and at all relevant times was doing business in the storage facility industry in the County of Orange.

5. Defendant, R&B STORAGE, LP, is organized and existing under the laws of the State of California, and at all relevant times was doing business in the storage facility industry in the County of Solano.

6. Defendant, DOUGLAS RIDGE LLC dba DR STORAGE, is organized and existing under the laws of the State of California, and at all relevant times was doing business in the storage facility industry in the County of Placer.

7. Defendant, BARBER FAIRFIELD MANAGEMENT COMPANY, LLC, is organized and existing under the laws of the State of California, and at all relevant times was doing business in the storage facility industry in the County of Solano.

1 8. Defendant, JOHN TANNER, is an individual, and a resident and citizen of the
2 State of California.

3 9. Defendant, BRADLEY LUND, is an individual, and a resident and citizen of
4 the State of California.

5 10. Defendant, RONALD L. BARBER, is an individual, and a resident and citizen
6 of the State of California.

7 11. At all times relevant herein, Defendant PURELY STORAGE, INC., R&B
8 STORAGE, LP, DOUGLAS RIDGE LLC dba DR STORAGE were Plaintiff's employer
9 within the meaning of the Labor Code as they were joint employers or are each liable per the
10 labor code, including California Labor Code 2810.3. Plaintiff has provided notice to
11 Defendant to the extent necessary to provide notice as required under California 2810.3.

12 12. Plaintiff is informed and believes that at all times herein mentioned Defendants
13 and DOES 1 through 20, are and were individuals, sole proprietorships, corporations, business
14 entities, persons, and partnerships, licensed to do business and/or actually doing business in the
15 State of California.

16 13. Plaintiff is unaware of the true names and capacities and is informed and believes
17 and thereon alleges that at all times herein mentioned Defendants and DOES 1 through 20, are
18 and were individual, corporate, associate, or otherwise, of the defendants sued as DOES 1
19 through 20, inclusive. They are unknown to Plaintiff and therefore Plaintiff sues them by such
20 fictitious names. Plaintiff will amend this complaint to allege their true names and capacities
21 when they become known to Plaintiff. Plaintiff is informed and believes, and thereon alleges,
22 that DOES 1 through 20, inclusive, are indebted to Plaintiff as hereinafter alleged, and that
23 Plaintiff's rights against such fictitiously named Defendants arise from such indebtedness.

24 14. Plaintiff is informed and believes, and on that basis alleges, that each defendant
25 sued in this action, including each defendant sued by the fictitious names DOES 1 through 20,
26 inclusive, are responsible and liable in some manner for the occurrences, controversies, and
27 damages alleged below.
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1 15. All references to “Defendant”, “Defendants”, “company”, “companies”,
2 “employer”, or any similar language, whether singular or plural, shall mean “defendants, and
3 each of them” when used throughout this complaint.

4 16. At all times herein mentioned, Defendants participated in the doing of the acts
5 and omissions herein alleged, were acting within the purpose, course and scope of said agency
6 and/or employment to have been done by the named Defendants; and furthermore, the
7 Defendants, and each of them, were the agents, managing agents, servants, employees, alter-
8 egos, co-conspirators, joint-venturers, partners, successors in interest and predecessors in
9 interest of each of the other Defendants.

10 17. At all times herein mentioned, Defendants were acting within the purpose, course
11 and scope of said agency and/or employment so as to invoke vicarious liability and respondeat
12 superior liability among other theories of liability to hold Defendants liable and responsible for
13 the injuries and damages to Plaintiff.

14 18. At all times herein mentioned, the acts and omissions of various Defendants
15 contributed to the various acts and omissions of each and all of the other Defendants in
16 proximity causing the injuries and damages as herein alleged.

17 19. At all times herein mentioned, Defendants, including all Defendants’ managing
18 agents, officers, and directors, had advanced knowledge of and/or ratified each and every act or
19 omission complained throughout this complaint. At all times relevant herein, Defendants and/or
20 their managing agents, officers or directors committed and/or participated in the wrongful acts
21 and omissions complained of throughout this complaint or ratified such acts and omissions.

22 20. At all times herein mentioned, the Defendants aided and abetted the acts and
23 omissions of each and all of the other Defendants in proximately causing the damages as herein
24 alleged.

25 21. Plaintiff is informed and believes and thereon alleges that there exists such a
26 unity of interest and ownership between Defendants, that the individual and separateness of
27 Defendants have ceased to exist.

1 22. Plaintiff is informed and believes, and thereon alleges, that each Defendant had
2 the ability to determine wages, hire, fire, and discipline Plaintiff and similarly situated
3 employees. Plaintiff is further informed and believes, and thereon alleges, that each Defendant
4 had oversight over the company's operations or influence on corporate policy that resulted in
5 the Labor Code violations herein.

6 23. The business affairs of Defendants are, and at all times relevant hereto were, so
7 mixed and intermingled that the same cannot reasonably be segregated, and the same
8 inextricably entwined.

9 24. The recognition of the separate existence of any Defendant would not promote
10 injustice, in that it would permit the Defendants to wrongfully insulate themselves from
11 liability to Plaintiff.

12 25. Adherences to the fiction of the separate existence of Defendants would permit
13 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
14 from liability for the wrongful acts committed by it.

15 26. Plaintiff is informed and believes, and based thereon alleges that Defendants
16 are alter egos of each other.

17 **GENERAL FACTS AND ALLEGATIONS**

18 27. Plaintiff is informed, believes and thereon alleges that at all times relevant
19 hereto, Defendants BARBER FAIRFIELD MANAGEMENT COMPANY, LLC, BRADLEY
20 LUND, RONALD L. BARBER, JOHN TANNER operated PURELY STORAGE, INC., R&B
21 STORAGE, LP, DOUGLAS RIDGE LLC dba DR STORAGE, companies that are involved in
22 the storage facility industry. The companies are located in various counties in California.

23 28. On information and belief, Defendants BARBER FAIRFIELD
24 MANAGEMENT COMPANY, LLC, BRADLEY LUND, RONALD L. BARBER, JOHN
25 TANNER are the owners of PURELY STORAGE, INC., R&B STORAGE, LP, DOUGLAS
26 RIDGE LLC dba DR STORAGE, and exercised pervasive control over Plaintiff's wages and
27 working conditions.

1 29. Defendants PURELY STORAGE, INC., R&B STORAGE, LP, and DOUGLAS
2 RIDGE LLC dba DR STORAGE employed Plaintiff, at all relevant times, as a manager, from
3 on or about November 5, 2021, until the termination of Plaintiff's employment on June 25,
4 2022.

5 30. On information and belief, given Defendants' illegal failure to timely produce
6 Plaintiff's personnel and payroll files, Plaintiff alleges as follows: from on or about November
7 5, 2021 until Plaintiff's termination on or about June 25, 2022, Plaintiff was compensated at
8 the hourly rate of \$19. Plaintiff worked, on average, for six (6) days per week, working on
9 average eight hours per day, starting her shift at 9:00 a.m. and ending her shift at 6:00 p.m.

10 31. At all times mentioned herein, Plaintiff was a non-exempt employee entitled to
11 all minimum and overtime wages, meal period breaks, and rest period breaks.

12 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 controlled or affected the working conditions, wages, working hours, scope and conditions of
14 employment of Plaintiff during Plaintiff's employment with Defendant.

15 33. Plaintiff alleges she was regularly not provided meal breaks in a timely manner
16 as she consistently worked from 9:00 a.m. - 6:00 p.m. six (6) days a week, but received meal
17 breaks after her fifth hour of work. Furthermore, she was unable to take her rest breaks
18 because she was constantly needed to perform her duties. In other words, it was not possible
19 for Plaintiff to take her meal or rest breaks because of the workload, understaffing, and
20 company practice. Therefore, Defendants deterred Plaintiff from taking compliant meal and
21 rest periods.

22 **FIRST CAUSE OF ACTION BY PLAINTIFF AGAINST ALL DEFENDANTS**
23 **FAILURE TO PROVIDE MEAL PERIODS [Cal. Lab. Code §§ 226.7, 512]**

24 34. Plaintiff repeats, realleges, and incorporates all allegations throughout this
25 complaint as though set forth in full herein.

26 35. Labor Code § 512 requires employers to provide every employee with an
27 uninterrupted meal period of not less than 30 consecutive minutes, for every period of work
28 exceeding five hours.

1 36. Plaintiff regularly worked in excess of five hours per day, and was thereby
2 entitled to take the aforementioned uninterrupted 30-minute meal period on each day of work.

3 37. At all relevant times herein, Defendants failed and refused to provide Plaintiff
4 with timely meal periods during her work shifts, and failed to compensate Plaintiff for missed
5 meal periods, as required by Labor Code § 226.7, and the applicable sections of 8 Code of
6 Regulations § 11040 and Industrial Welfare Commission Order No. 4-2001.

7 38. As alleged herein, Plaintiff is not exempt from the meal breaks requirements of 8
8 Code of Regulations § 11040 and Industrial Welfare Commission Order No. 4-2001.
9 Consequently, Plaintiff is owed one hour of pay at her regularly hourly rate, or the requisite
10 minimum wage, whichever is greater, for each day that she was denied such meal periods.

11 39. Plaintiff has been deprived of her rightfully earned compensation for meal
12 break violations as a direct and proximate result of Defendants' failure and refusal to pay said
13 compensation.

14 40. From on or about November 5, 2021 until Plaintiff's termination on or about
15 June 25, 2022, Defendants failed to provide Plaintiff with timely statutory meal periods for
16 those days on which she worked at for approximately 143 work days. Consequently, Plaintiff is
17 owed one additional hour of pay at her normal hourly rate of \$19 for each day that she was
18 denied such a meal periods pursuant to Labor Code § 226.7, or \$2,717.00, plus interest therein.

19 41. Plaintiff is entitled to recover such amounts in the amount of \$2,717.00, plus
20 interests therein and costs of suit.

21 42. In addition to the alter ego theory of liability for BRADLEY LUND, RONALD
22 L. BARBER, JOHN TANNER, as alleged throughout this Complaint, California Labor Code §
23 558.1 provides for personal liability for employers, and persons acting on behalf of an employer,
24 who violate and/or cause to be violated the statute and related Industrial Welfare Commission
25 Order provision at issue throughout this cause of action.

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**SECOND CAUSE OF ACTION BY PLAINTIFF AGAINST ALL DEFENDANTS
FAILURE TO PROVIDE REST PERIODS [Cal. Lab. Code §§ 226.7, 512]**

43. Plaintiff repeats, realleges, and incorporates all allegations throughout this complaint as though set forth in full herein.

44. Labor Code § 226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked in excess of four hours.

45. Plaintiff regularly worked in excess of five hours per day, and was thereby entitled to take the aforementioned uninterrupted 10-minute rest periods on each day of work.

46. At all relevant times herein, Defendants failed and refused to provide Plaintiff with timely rest periods during her work shifts, and failed to compensate Plaintiff for missed rest periods, as required by Labor Code § 226.7, and the applicable sections of 8 Code of Regulations § 11040 and Industrial Welfare Commission Order No. 4-2001.

47. As alleged herein, Plaintiff is not exempt from the rest breaks requirements of 8 Code of Regulations § 11040 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff is owed one hour of pay at her regularly hourly rate, or the requisite minimum wage, whichever is greater, for each day that she was denied such rest periods.

48. Plaintiff has been deprived of her rightfully earned compensation for rest break violations as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

49. From on or about November 5, 2021 until Plaintiff's termination on or about June 25, 2022, Defendants failed to provide Plaintiff with timely statutory rest periods for those days on which she worked at for approximately 147 work days. Consequently, Plaintiff is owed one additional hour of pay at her normal hourly rate of \$19 for each day that she was denied such a rest period pursuant to Labor Code § 226.7, or \$2,793.00, plus interest therein.

50. Plaintiff is entitled to recover such amounts in the amount of \$2,793.00, plus interests therein and costs of suit.

1 51. In addition to the alter ego theory of liability for BRADLEY LUND, RONALD
2 L. BARBER, JOHN TANNER, as alleged throughout this Complaint, California Labor Code
3 § 558.1 provides for personal liability for employers, and persons acting on behalf of an
4 employer, who violate and/or cause to be violated the statute and related Industrial Welfare
5 Commission Order provision at issue throughout this cause of action.

6 **THIRD CAUSE OF ACTION**
7 **BY PLAINTIFF AGAINST ALL DEFENDANTS**
8 **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION: WAITING TIME**
9 **PENALTIES [Cal. Lab. Code § 201-203]**

10 52. Plaintiff repeats, realleges, and incorporates all allegations throughout this
11 complaint as though set forth in full herein.

12 53. At all relevant times herein, Defendants failed to pay all of Plaintiff's earned
13 wages and other compensation due immediately upon termination or within seventy-two hours
14 of resignation, as required. These wages refer to, at a minimum, the wages earned and unpaid at
15 time of discharge, minimum wages, overtime compensation, and meal and rest period
16 compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
17 her employment and which were, at the latest, due within the time parameter of Labor Code §§
18 201- 203.

19 54. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code
20 §§ 201 – 203.

21 55. As a direct and proximate result of Defendants' willful failure to pay these
22 wages, Plaintiff is entitled to repayment of her earned and unpaid wages at time of discharge,
23 overtime wages, and meal and rest period premiums as previously pleaded herein, amounting to
24 \$4,560 in wait time penalties, calculated based on thirty days of wages at \$19 per hour.

25 56. Based on Defendants' conduct as alleged herein, Defendants are liable for \$4,560
26 in statutory penalties pursuant to Labor Code § 203 and other applicable provisions, as well as
27 attorneys' fees and costs.

1 57. Plaintiff alleges that Defendants are liable jointly and severally for damages
2 pursuant to Labor Code section § 558.1.

3 58. In addition to the alter ego theory of liability for BRADLEY LUND, RONALD
4 L. BARBER, JOHN TANNER, as alleged throughout this Complaint, California Labor Code §
5 558.1 provides for personal liability for employers, and persons acting on behalf of an employer,
6 who violate and/or cause to be violated the statute and related Industrial Welfare Commission
7 Order provision at issue throughout this cause of action.

8 **FOURTH CAUSE OF ACTION**

9 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

10 **FAILURE TO PAY ALL WAGES EARNED [Cal. Lab. Code § 201-202, 218, 218.5,**
11 **1194, 1194.2, 1198]**

12 59. Plaintiff repeats, realleges, and incorporates all allegations throughout this
13 complaint as though set forth in full herein.

14 60. At all relevant times herein, Defendants were required to compensate its hourly
15 employees for all hours worked upon reporting to work at the appointed time stated by the
16 employer pursuant to the Industrial Commission Order 7-2001, California Code of Regulations,
17 Title 8.

18 61. Labor Code § 1194 provides in relevant part: “Notwithstanding any agreement
19 to work for a lesser wage, any employee receiving less than the legal minimum wage ...
20 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
21 amount of this minimum wage ..., including interest thereon, reasonable attorney’s fees, and
22 costs of suit.”

23 62. “In any action under ... Section 1194 to recover wages because of the payment
24 of a wage less than the minimum wage fixed by an order of the commission, an employee shall
25 be entitled to recover liquidated damages in an amount of the wages unlawfully unpaid and
26 interest thereon.” Labor Code § 1194

27 63. As mentioned herein, Defendants failed to provide proper meal and rest breaks,
28 failed to pay wages for hours worked including overtime hours worked.

1 64. Accordingly, pursuant to Labor Code § 1194 and 218, Plaintiff is entitled to
2 recover wages for all hours, for all hours worked and for all other hours worked that were not
3 adequately compensated.

4 65. In addition to the alter ego theory of liability for BRADLEY LUND, RONALD
5 L. BARBER, JOHN TANNER, as alleged throughout this Complaint, California Labor Code §
6 558.1 provides for personal liability for employers, and persons acting on behalf of an employer,
7 who violate and/or cause to be violated the statute and related Industrial Welfare Commission
8 Order provision at issue in this cause of action.

9 **FIFTH CAUSE OF ACTION**

10 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

11 **FAILURE TO PAY OVERTIME WAGES [Cal. Lab. Code § 510, 218.5, AND 1194]**

12 66. Plaintiff repeats, realleges, and incorporates all allegations throughout this
13 complaint as though set forth in full herein.

14 67. Labor Code § 510 requires employers to pay their non-exempt employees one
15 and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours
16 in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all
17 hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-
18 exempt employees overtime compensation for the first eight hours of work done on the seventh
19 consecutive day of work done in any work week, and double-time compensation for any work
20 done beyond the first eight hours on the seventh consecutive day of work.

21 68. At all relevant times, Defendants required Plaintiff to work more than eight hours
22 per day and/or more than 40 hours per work week.

23 69. At all relevant times, Defendants failed and refused to pay Plaintiff all the
24 overtime compensation required by Labor Code § 510, § 8 Code of Regulations §11040, and
25 Industrial Welfare Commission Order No. 4-2001.

26 70. As alleged herein, Plaintiff is not exempt from the overtime requirements of
27 Labor Code § 510, § 8 Code of Regulations §11040, and Industrial Welfare Commission Order
28 No. 4-2001.

1 71. At all relevant times, Defendants, and each of them, willfully failed to pay
2 Plaintiff the correct amount of overtime compensation. Plaintiff was deprived of her rightfully
3 earned overtime compensation as a direct and proximate result of said conduct by Defendants.

4 72. In addition to the alter ego theory of liability for BRADLEY LUND, RONALD
5 L. BARBER, JOHN TANNER, as alleged throughout this Complaint, California Labor Code §
6 558.1 provides for personal liability for employers, and persons acting on behalf of an employer,
7 who violate and/or cause to be violated the statute and related Industrial Welfare Commission
8 Order provision at issue in this cause of action.

9 **SIXTH CAUSE OF ACTION BY**
10 **PLAINTIFF AGAINST ALL DEFENDANTS**
11 **FAILURE TO ISSUE ACCURATE ITEMIZED WAGE STATEMENTS [Cal. Lab. Code**
12 **§ 226, 226.3]**

13 73. Plaintiff repeats, realleges, and incorporates all allegations throughout this
14 complaint as though set forth in full herein.

15 74. Defendants failed to provide Plaintiff with accurate itemized wage statements in
16 writing in violation of Labor Code § 226, which requires wage statements to show: (1) total
17 hours worked, (2) hourly wages, (3) gross wages, (4) total deductions, (5) net wages earned, (6)
18 the inclusive dates of the period for which the employee is paid, (7) the name of the employee
19 and only the last four digits of his or her social security number, (8) the name and address of the
20 legal entity that is her employer, and (9) all applicable hourly rates in effect during the pay
21 period and the corresponding number of hours worked at each hourly rate by the employee. At
22 the very least, wage statements that were issued were not accurate because Plaintiff was not
23 being compensated the correct amount of overtime wages, and because Plaintiff was not
24 compensated meal or rest break premiums, as more fully set forth in this complaint.

25 75. During the relevant time period, Defendants implemented an employment
26 practice whereby they willfully, intentionally, and not inadvertently, violated Labor Code
27 section 226 as they failed to provide Plaintiff with accurate wage statements compliant with the
28 Labor Code, as the wage statements were not accurate with respect to the applicable and correct

1 rates of pay including overtime rates of pay, and because Plaintiff was not compensated meal or
2 rest break premiums. As alleged herein, Plaintiff is not exempt from the requirements of Labor
3 Code § 226.

4 76. This failure has injured Plaintiff, by misrepresenting and depriving her hour,
5 wage, and earnings information to which she is entitled, causing her difficulty and expense in
6 attempting to reconstruct time and pay records, causing her not to be paid wages she earned,
7 causing her to be unable to rely on earnings statements in dealings with third parties, and
8 eliminating her right under Labor Code § 226(b) to review itemized wage statement information
9 by inspecting the employer's underlying records. For the time periods during which Plaintiff
10 was not provided with any pay stubs, her previously mentioned injuries are presumed as a
11 matter of law.

12 77. Based on Defendants' conduct as alleged herein, Plaintiff is owed the greater of
13 actual wages earned or entitled to a maximum penalty of \$4,000 based on \$50 for each pay
14 period in which there was an initial violation of Section 226 and \$100 for each subsequent pay
15 period in which there was a further violation. Based on the number of violations against
16 Defendants, Defendants are liable to Plaintiff for \$4,000 in damages and statutory penalties
17 pursuant to Labor Code § 226, civil penalties pursuant to Labor Code § 226.3, and other
18 applicable provisions, as well as attorneys' fees and costs.

19 78. Plaintiff seeks injunctive relief under Labor Code section 226 in the form of an
20 order from the Court ordering Defendants to properly state the wages earned, the proper hours
21 worked, and to furnish accurate wage statements to each Plaintiff herein as well as other
22 similarly situated employees.

23 79. In addition to the alter ego theory of liability for BRADLEY LUND, RONALD
24 L. BARBER, JOHN TANNER, as alleged throughout this Complaint, California Labor Code §
25 558.1 provides for personal liability for employers, and persons acting on behalf of an employer,
26 who violate and/or cause to be violated the statute and related Industrial Welfare Commission
27 Order provision at issue throughout this cause of action.

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SEVENTH CAUSE OF ACTION
BY PLAINTIFF AGAINST ALL DEFENDANTS
VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION ACT Bus. & Prof.
Code § 17200 et seq

80. Plaintiff repeats, realleges, and incorporates all allegations throughout this complaint as though set forth in full herein.

81. California Business & Professional Code § 17200 prohibits any unlawful, unfair, or fraudulent business practices.

82. California Business & Professional Code § 17204 allows “any person acting for the interests of itself, its members or the general public” to prosecute a civil action for violation of the UCL.

83. Labor code § 90.5(a) states that it is the public policy of California to force vigorously minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

84. Defendants’ violation of 8 Code of Regulations §11040, Industrial Welfare Commission Order No. 4-2001, Labor Code §§201, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and other applicable provisions, as alleged herein, including Defendants’ failure and refusal to pay minimum wages and overtime wages, failure to provide accurate and complaint wage statements, failure to timely pay compensation upon termination or resignation, and Defendant's failure to maintain complete and accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business & Professional Code §17200 et seq.

85. As a result of Defendants’ unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

1 86. Defendants' unfair business practices entitled Plaintiff to seek preliminary and
2 permanent injunctive relief, including but not limited to orders that the Defendants account for,
3 disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits
4 unlawfully withheld from her.

5 87. Under Section 17208 of the California Business and Professions Code, the statute
6 of limitations for a claim under Section 17200 is four years. Accordingly, the actionable period
7 of the unpaid wage causes of actions alleged hereinabove are extended from three years of
8 recovery for wage claims to an additional fourth year of recovery.

9 88. Pursuant to Business & Professional Code §17000 and §17200, the acts
10 constitute continuing and ongoing unlawful activities that justify the issuance of an injunction
11 and all remedies available in the form of unpaid wages, penalties and specific damages that are
12 cumulative and recoverable for Plaintiff.

13 89. Plaintiff has assumed the responsibility of enforcement of the laws and lawful
14 claims specified herein. There is a financial burden incurred in pursuing this action which is in
15 the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to California
16 Code of Civil Procedure section 1021.5.

17 **EIGHTH CAUSE OF ACTION**
18 **BY PLAINTIFF AGAINST ALL DEFENDANTS**
19 **VIOLATION OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**
20 **(Cal. Labor Code §§ 2698 et seq.)**

21 90. Plaintiff repeats, realleges, and incorporates all allegations throughout this
22 complaint as though set forth in full herein.

23 91. Plaintiff has satisfied all prerequisites to serve as a representative to enforce the
24 penalty provisions of PAGA. Plaintiff, through duly appointed counsel, gave written notice
25 properly with the LWDA, Case No. LWDA-CM-904201-22 and the employer by certified mail,
26 on August 26, 2022 informing them of the specific provisions of the California Labor Code that
27 Defendants violated, including the facts and theories that support the alleged violations.
28

1 92. Plaintiff has not received notice from the LWDA that it intends to investigate and
2 has allowed sixty-five (65) days to elapse. Thus, Plaintiff is permitted to commence this civil
3 action.

4 93. Plaintiff thus seeks, as a representative of the State of California, to recover all
5 penalties otherwise capable of being collected by the LWDA, or any of its departments,
6 divisions, commissions, boards, agencies, or employees.

7 94. This includes the civil fines applicable to Plaintiff's violations of the California
8 Labor Code §§ 204, 226(a), 226.7, 510, 512, 558 and 1194.

9 95. PAGA provides that for all provisions of the California Labor Code, except for
10 those for which a civil penalty is specifically provided, there is established a civil penalty of one
11 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
12 two hundred (\$200) for each aggrieved employee per pay period for each subsequent violation.
13 See Labor Code §2699(f).

14 96. Funds recovered under PAGA will be distributed as required by law, with 75%
15 of the civil fines being paid to the LWDA and 25% to the aggrieved employees.

16 97. Labor Code § 558(a) provides for a civil penalty that consists of both a penalty
17 and amount and any underpaid wages, with the underpaid wages going entirely to the affected
18 employee or employees as an express exception to the general rule that civil penalties recovered
19 in a PAGA action are distributed 75 percent to the LWDA and 25 percent to the aggrieved
20 employees. *Thurman v. Bayshore Transit Management, Inc.* (2102) 203 Cal.App.4th 1112,1114;
21 *Lawson v. ZB, N.A.* (2017) 18 Cal.App.5th 705, 717-718.

22 98. Plaintiff and other current and former employees of Defendants are "aggrieved
23 employees" under PAGA, as they were employed by Defendants on an hourly basis during the
24 relevant period and suffered one or more of the Labor Code violations set forth herein.
25 Accordingly, Plaintiff seeks to recover on her behalf and on behalf of other current and former
26 employees of Defendants, the civil penalties provided by PAGA, as well as attorney's fees and
27 costs for the prosecution of this action.
28

1 99. Plaintiff seeks to recover the PAGA civil penalties for violations of the following
2 Labor Code provisions, as more thoroughly detailed throughout this Complaint, including in the
3 PAGA Notice attached hereto as Exhibit 1, incorporated into this Complaint.

- 4 a. Labor Code § 204: Defendants violated this section by failing to pay to
5 Plaintiff, and other aggrieved employees, all of their earned wages within
6 seven (7) days after the close of the pay period. Defendants still owed
7 Plaintiff, and the other aggrieved employees, underpaid wages;
- 8 b. Labor Code § 226(a): By underpaying, or failing to pay, Plaintiff, and other
9 aggrieved employees in violation of Labor Code provisions for timely paid
10 wages, overtime wages, meal break premiums, rest break premiums and
11 wages upon discharge, Defendants have violated Labor Code § 226's
12 requirement to provide accurate wage statements.;
- 13 c. Labor Code § 226: Defendants did not provide compliant meal and rest
14 breaks to Plaintiff, and other aggrieved employees. Defendants failed to pay
15 the one-hour premium required when they caused an aggrieved employee to
16 miss a meal or rest break;
- 17 d. Labor Code § 510: Defendants failed to pay Plaintiff, and other aggrieved
18 employees, the required premiums for their overtime hours;
- 19 e. Labor Code § 512: Defendants did not provide Plaintiff, and other aggrieved
20 employees, with a thirty (30) minute uninterrupted meal period for each shift
21 of at least five (5) hours, nor a second third (30) minute uninterrupted meal
22 period for shifts exceeding ten (10) hours. Defendants failed to pay the one-
23 hour premium required when they caused an aggrieved employee to miss a
24 meal break;
- 25 f. Labor Code § 558: Defendants are liable to all aggrieved employees for
26 violations of Labor Code §§ 500-558.1, which include civil fines and
27 underpaid wages which must be paid to the affected employees;
- 28

g. Labor Code § 1194: Defendants failed to pay Plaintiff, and other aggrieved employees, the legal overtime compensation applicable to employees.

PRAYER

PLAINTIFF PRAYS for judgment against Defendant as follows:

As to the First Cause of Action:

1. A declaratory judgment that Defendants violated Labor Code §§ 226.7 and 512 and applicable Industrial Welfare Commission Wage Orders 4-2001 by failing to provide meal periods and failing to pay premium wages for missed meal periods;

2. For unpaid premium wages for payment of missed meal period compensation pursuant to Labor Code §§ 226.7, 512, in the amount of no less than \$2,717.00;

3. For injunctive relief as justice requires, including an accounting of all hours worked, all wages paid and any financial records relating to Plaintiff's employment, restitution and other equitable relief as justice requires;

4. For costs under all applicable statutes alleged herein;

As to the Second Cause of Action:

5. A declaratory judgment that Defendants violated Labor Code §§ 226.7 and 512 and applicable Industrial Welfare Commission Wage Orders 4-2001 by failing to provide rest periods and failing to pay premium wages for missed rest periods;

6. For unpaid premium wages for payment of missed rest period compensation pursuant to Labor Code §§ 226.7, 512, in the amount of no less than \$2,793.00;

7. For injunctive relief as justice requires, including an accounting of all hours worked, all wages paid and any financial records relating to Plaintiff's employment, restitution and other equitable relief as justice requires;

8. For costs under all applicable statutes alleged herein;

As to the Third Cause of Action:

9. For all penalties and an award of costs, interest and reasonable attorney fees in accordance with Labor Code § 201 – 203, including \$4,560 in waiting time penalties;

1 10. A declaratory judgment that Defendants violated Labor Code §§ 201- 203 by
2 failing to provide plaintiff with all wages due at the time of her termination;

3 11. For injunctive relief as justice requires, including an accounting of all hours
4 worked, all wages paid and any other financial records relating to Plaintiff's employment,
5 restitution and other equitable relief as justice requires;

6 As to the Fourth Cause of Action:

7 12. A declaratory judgment that Defendants violated Labor Code §1194 and
8 §1194.2 by failing to pay all wages;

9 13. For unpaid wages as alleged herein, according to proof at time of trial;

10 14. For injunctive relief as justice requires, including an account of all hours
11 worked, all wages paid and any financial records relating to Plaintiff's employment,
12 restitution and other equitable relief as justice requires.

13 15. For attorney's fees and costs under all applicable statutes allege herein;

14 As to the Fifth Cause of Action:

15 16. A declaratory judgment that Defendants violated Labor Code §510 and §1194
16 for failing to pay overtime wages for hours worked over eight hours per day, or forty hours
17 per week;

18 17. For all unpaid overtime wages, in an amount to be proven at time of trial;

19 18. For all penalties and an award of costs, interest and reasonable attorney's fees
20 in accordance with Labor Code §1194 and 1194.2;

21 19. For injunctive relief as justice requires, including accounting of all hours
22 worked, all wages paid and any financial records relating to Plaintiff's employment,
23 restitution and other equitable relief as justice requires;

24 As to the Sixth Cause of Action:

25 20. For all penalties pursuant to Labor Code § 226 which is: (a) the greater of all
26 actual damages of \$4,000 (in the form of unpaid wages), or (b) the maximum penalty of
27 \$4,000 to each Plaintiff;

21. A declaratory judgment that Defendants violated Labor Code § 226 by failing to provide Plaintiff an accurate itemized wage statement;

22. For all costs and attorneys' fees pursuant to statute;

23. For injunctive relief as justice requires, including an accounting of all hours worked, all wages paid and any financial records relating to Plaintiff's employment, restitution and other equitable relief as justice requires;

As to the Seventh Cause of Action:

24. For equitable relief in the form of an order requiring Defendants, its agents, servants, and employees and all persons acting directly or indirectly, in concert with them, to restore and disgorge all funds to Plaintiff acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and therefore constituting unfair competition under §17200 of the Cal. Business & Professions Code;

25. For all unpaid wages as alleged and detailed above;

26. For equitable relief in the form of an order and restitution in the form of an additional fourth year of recovery for unpaid wages as a result of Defendant's violation of California wage and hour laws mentioned herein.

As to the Eighth Cause of Action:

27. For an award of civil penalties, per each violation, pursuant to PAGA;

28. For an award of wages unpaid, or underpaid, pursuant to Labor Code §§ 500-558.1, to be paid to the affected employees.

As to all claims for relief:

29. For attorneys' fees and costs under all applicable statutes alleged herein;

30. For all costs and disbursements incurred in this suit;

31. For pre and post judgment interest as allowed by law;

32. For such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action asserted herein.

Dated: November 28, 2022

BANA LEGAL GROUP, P.C.

BY: *Eli Banayan*
Eli Banayan, Esq.
Attorneys for Plaintiff,
MERCY HUBBARD