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and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

PHETSAMONE SOLIS, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

PIONEER HOME HEALTH CARE, INC.;  
and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2022-01275365-CU-OE-CXC

*Assigned for All Purposes to:  
Judge William Claster; Dept. CX104*

**[Amended as a matter of right, pursuant to  
Labor Code section 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay Wages Timely During Employment;
7. Failure to Pay All Wages Due Upon Separation of Employment;
8. Violation of Business and Professions Code §§ 17200, *et seq.* and
9. Enforcement of Labor Code § 2698 *et seq.* (“PAGA”)

1 Plaintiff Phetsamone Solis, individually and on behalf of others similarly situated, alleges  
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Phetsamone Solis (“Plaintiff”) brings this putative class action and  
5 representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. §  
6 2698 *et seq.*, against defendants Pioneer Home Health Care, Inc., and DOES 1 through 20,  
7 inclusive (collectively, “Defendants”), on Plaintiff’s own behalf and on behalf of California  
8 citizens who are and were employed by Defendants as non-exempt employees throughout  
9 California.

10 2. Defendants provide services or goods throughout California.

11 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic  
12 pattern of wage and hour violations under the California Labor Code and Industrial Welfare  
13 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair  
14 competition.

15 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have  
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) failing to pay all wages (including minimum wages and overtime wages);
- 18 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (c) failing to authorize or permit lawful rest breaks or provide compensation  
20 in lieu thereof;
- 21 (d) failing to provide accurate itemized wage statements;
- 22 (e) failing to pay wages timely during employment; and
- 23 (f) failing to pay all wages due upon separation of employment.

24 5. Plaintiff seeks monetary relief against Defendants on behalf of herself and all  
25 others similarly situated in California to recover, among other things, unpaid wages, benefits,  
26 interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 201, 202,  
27 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,  
28 1197.1, 1198, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.



13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

## CLASS ACTION ALLEGATIONS

18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

19. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

20. Plaintiff's proposed class consists of and is defined as follows:

1                    Class

2                    All California citizens currently or formerly employed by Defendants as non-  
3                    exempt employees in the State of California at any time between February 20,  
4                    2018<sup>1</sup> and the date of class certification (“Class”).

5                    21. Plaintiff also seeks to certify the following subclasses of employees:

6                    Waiting Time Subclass

7                    All members of the Class who separated their employment with Defendant at any  
8                    time between February 20, 2019 and the date of class certification (“Waiting  
9                    Time Subclass”).

10                   22. Plaintiff reserves the right to modify or re-define the Class, establish additional  
11                   subclasses, or modify or re-define any class or subclass definition as appropriate based on  
12                   investigation, discovery, and specific theories of liability.

13                   23. Members of the Class and the Waiting Time Subclass described above will be  
14                   collectively referred to as “Class Members.”

15                   24. There are common questions of law and fact as to the Class Members that  
16                   predominate over any questions affecting only individual members including, but not limited to,  
17                   the following:

18                   (a) Whether Defendants failed to pay Plaintiff and Class Members all wages  
19                   (including minimum wages and overtime wages) for all hours worked by  
20                   Plaintiff and Class Members.

21                   (b) Whether Defendants required Plaintiff and Class Members to work over  
22                   eight (8) hours per day, over twelve (12) hours per day, and/or over forty  
23                   (40) hours per week and failed to pay them proper overtime compensation  
24                   for all overtime hours worked.

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26  
27                   <sup>1</sup> The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020  
28                   pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- 1 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal  
2 periods or required Plaintiff and Class Members to work through meal  
3 periods without legal compensation.
- 4 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks  
5 or required Plaintiff and Class Members to work through rest breaks.
- 6 (e) Whether Defendants failed to provide Plaintiff and Class Members  
7 accurate itemized wage statements.
- 8 (f) Whether Defendants failed to pay wages timely to Plaintiff and Class  
9 Members;
- 10 (g) Whether Defendants failed to timely pay the Waiting Time Subclass all  
11 wages due upon termination or within seventy-two (72) hours of  
12 resignation.
- 13 (h) Whether Defendants' conduct was willful or reckless.
- 14 (i) Whether Defendants engaged in unfair business practices in violation of  
15 Business and Professions Code §§ 17200, *et seq.*

16 25. There is a well-defined community of interest in this litigation and the proposed  
17 Class and subclasses are readily ascertainable:

18 (a) Numerosity: The Class Members are so numerous that joinder of all  
19 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,  
20 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The  
21 identities of the Class Members are readily ascertainable by inspection of Defendants'  
22 employment and payroll records.

23 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims  
24 (or defenses, if any) of the Class Members because Defendants' failure to comply with the  
25 provisions of California's wage and hour laws entitled each Class Member to similar pay,  
26 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries  
27 sustained by the Class Members, because they arise out of and are caused by Defendants'  
28 common course of conduct as alleged herein.

1 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the  
2 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims  
3 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed  
4 class counsel, are competent and experienced in litigating large employment class actions and  
5 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has  
6 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and  
7 costs that have been and will be necessarily expended for the prosecution of this action for the  
8 substantial benefit of the Class Members.

9 (d) Superiority: The nature of this action makes use of class action  
10 adjudication superior to other methods. A class action will achieve economies of time, effort, and  
11 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the  
12 same issues can be adjudicated in the same manner for the entire Class and Waiting Time  
13 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods  
14 to efficiently manage this case as a class action.

15 (e) Public Policy Considerations: Employers in the State of California violate  
16 employment and labor laws every day. Current employees are often afraid to assert their rights  
17 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions  
18 because they believe their former employers might damage their future endeavors through  
19 negative references and/or other means. Class actions provide class members who are not named  
20 in the complaint with a type of anonymity that allows for the vindication of their rights while  
21 affording them privacy protections.

## 22 **GENERAL ALLEGATIONS**

23 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other  
24 California residents as non-exempt employees throughout California at Defendants' California  
25 business location(s).

26 27. Defendants continue to employ non-exempt employees within California.

27 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
28 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who

1 were knowledgeable about California's wage and hour laws, employment and personnel  
2 practices, and the requirements of California law.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
4 should have known that Plaintiff and Class Members were entitled to receive wages for all time  
5 worked (including minimum wages and overtime wages) and that they were not receiving all  
6 wages earned for work that was required to be performed. In violation of the Labor Code and  
7 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum  
8 wages and overtime wages) for all hours worked at the correct rate and within the correct time.

9 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
10 should have known that Plaintiff and Class Members were entitled to receive all required meal  
11 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular  
12 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the  
13 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal periods  
14 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of  
15 pay when they did not receive a timely, uninterrupted meal period.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
17 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or  
18 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay  
19 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage  
20 Orders, Plaintiff and Class Members did not receive all rest breaks or payment of one (1)  
21 additional hour of pay at Plaintiff's and Class Members' regular rate of pay when a rest break  
22 was missed, late, or interrupted.

23 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
24 should have known that Plaintiff and Class Members were entitled to receive itemized wage  
25 statements that accurately showed the following information pursuant to the Labor Code: (1)  
26 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units  
27 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all  
28 deductions, provided that all deductions made on written orders of the employee may be

1 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for  
2 which the employee is paid; (7) the name of the employee and only the last four digits of his or  
3 her social security number or an employee identification number other than a social security  
4 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable  
5 hourly rates in effect during the pay period and the corresponding number of hours worked at  
6 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members  
7 were not provided with accurate itemized wage statements.

8 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
9 should have known that the Waiting Time Subclass was entitled to timely payment of wages due  
10 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did  
11 not receive payment of all wages within the permissible time periods.

12 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
13 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants  
14 had the financial ability to pay such compensation but willfully, knowingly, and intentionally  
15 failed to do so in order to increase Defendants' profits.

16 35. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief  
17 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover,  
18 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal  
19 period premium payments, unpaid rest period premium payments, interest, attorneys' fees,  
20 penalties, costs, and expenses.

## 21 **FIRST CAUSE OF ACTION**

### 22 **FAILURE TO PAY MINIMUM WAGES**

23 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

24 36. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
25 though fully set forth herein.

26 37. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees  
27 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser  
28 wage than the minimum so fixed is unlawful.

38. Plaintiff and Class Members were employees entitled to the protections of Labor Code §§ 1194 and 1197.

39. During the relevant time period, Defendants failed to pay Plaintiff and Class Members all wages owed when Defendants did not pay minimum wage for all hours worked.

40. During the relevant time period, Defendants failed to pay at least minimum wage to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

41. Defendants' failure to pay Plaintiff and Class Members the required minimum wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

42. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

## SECOND CAUSE OF ACTION

## FAILURE TO PAY OVERTIME

(Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

43. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

44. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2) times the person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

45. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay overtime compensation to Plaintiff and Class Members at the rate of one and one-half times (1½) their regular rate of pay when working and for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of work on the seventh day of work in a workweek.

1           46.     The applicable IWC Wage Orders further provide that Defendants are and were  
2 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times  
3 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in  
4 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

5           47.     California Labor Code § 510 codifies the right to overtime compensation at one  
6 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a  
7 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh  
8 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours  
9 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the  
10 seventh day of work in a workweek.

11           48.     Labor Code § 510 and the applicable IWC Wage Orders provide that employment  
12 of more than six days in a workweek is only permissible if the employer pays proper overtime  
13 compensation as set forth herein.

14           49.     Plaintiff and Class Members were employees entitled to the protections of  
15 California Labor Code §§ 510 and 1194.

16           50.     During the relevant time period, Defendants required Plaintiff and Class Members  
17 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh  
18 consecutive day of work, entitling them to overtime wages.

19           51.     During the relevant time period, Defendants failed to pay Plaintiff and Class  
20 Members overtime wages for all overtime hours worked. To the extent these hours qualify for  
21 the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime  
22 wages.

23           52.     In violation of California law, Defendants knowingly and willfully refused to  
24 perform their obligations and compensate Plaintiff and Class Members for all wages earned and  
25 all hours worked.

26           53.     Defendants' failure to pay Plaintiff and Class Members the unpaid balance of  
27 overtime compensation, as required by California law, violates the provisions of Labor Code §§  
28 510 and 1198, and is therefore unlawful.

1           54. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to  
2 recover their unpaid overtime and double time compensation as well as interest, costs, and  
3 attorneys' fees.

4                                   **THIRD CAUSE OF ACTION**

5                                   **FAILURE TO PROVIDE MEAL PERIODS**

6           (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

7           55. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
8 though fully set forth herein.

9           56. Labor Code § 226.7 provides that no employer shall require an employee to work  
10 during any meal period mandated by the IWC Wage Orders.

11          57. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall  
12 employ any person for a work period of more than five (5) hours without a meal period of not  
13 less than 30 minutes, except that when a work period of not more than six (6) hours will  
14 complete the day's work the meal period may be waived by mutual consent of the employer and  
15 the employee."

16          58. Labor Code § 512(a) provides that an employer may not require, cause, or permit  
17 an employee to work for a period of more than five (5) hours per day without providing the  
18 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if  
19 the total work period per day of the employee is not more than six (6) hours, the meal period may  
20 be waived by mutual consent of both the employer and the employee.

21          59. Labor Code § 512(a) also provides that an employer may not employ an employee  
22 for a work period of more than ten (10) hours per day without providing the employee with a  
23 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no  
24 more than twelve (12) hours, the second meal period may be waived by mutual consent of the  
25 employer and the employee only if the first meal period was not waived.

26          60. During the relevant time period, Plaintiff and Class Members did not receive  
27 compliant meal periods for working more than five (5) and ten (10) hours per day because their  
28

1 meal periods were missed, late, short, interrupted, and/or they were not permitted to take a  
2 second meal period.

3 61. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require  
4 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of  
5 compensation for each work day that a compliant meal period is not provided.

6 62. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal  
7 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)  
8 and section 11 of the applicable IWC Wage Order.

9 63. As a result of Defendants' failure to pay Plaintiff and Class Members an  
10 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and  
11 Class Members suffered and continue to suffer a loss of wages and compensation.

#### 12 **FOURTH CAUSE OF ACTION**

##### 13 **FAILURE TO PERMIT REST BREAKS**

14 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

15 64. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
16 though fully set forth herein.

17 65. Labor Code § 226.7(a) provides that no employer shall require an employee to  
18 work during any rest period mandated by the IWC Wage Orders.

19 66. Section 12 of the applicable IWC Wage Order states "[e]very employer shall  
20 authorize and permit all employees to take rest periods, which insofar as practicable shall be in  
21 the middle of each work period[,]" and the "[a]uthorized rest period time shall be based on the  
22 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major  
23 fraction thereof[,]" unless the total daily work time is less than three and one-half (3½) hours.

24 67. During the relevant time period, Plaintiff and Class Members did not receive a ten  
25 (10) minute rest period for every four (4) hours or major fraction thereof worked, including  
26 working in excess of ten (10) hours in a day, because they were required to work through their  
27 rest periods and/or were not authorized to take their rest periods.  
28

68. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period is not provided.

69. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

70. As a result of Defendants' failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

## FIFTH CAUSE OF ACTION

## **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

(Violation of Labor Code § 226; Violation of IWC Wage Order)

71. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

72. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that 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.

73. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Class Members. The deficiencies include, among other things, the failure to correctly state

1 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the  
2 number of hours worked at each hourly rate by Plaintiff and Class Members.

3 74. As a result of Defendants' knowing and intentional failure to comply with Labor  
4 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-  
5 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury  
6 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §  
7 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their  
8 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In  
9 addition, because Defendants failed to provide the accurate rates of pay on wage statements,  
10 Defendants prevented Plaintiff and Class Members from determining if all hours worked were  
11 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit  
12 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses  
13 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had  
14 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also  
15 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

16 75. Plaintiff and Class Members are entitled to recover from Defendants the greater of  
17 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty  
18 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars  
19 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding  
20 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

21 76. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and  
22 Class Members from knowing, understanding, and disputing the wages paid to them and resulted  
23 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and  
24 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members  
25 have suffered an injury, in the exact amount of damages and/or penalties to be shown according  
26 to proof at trial.

27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PAY TIMELY DURING EMPLOYMENT**

3 (Violation of Labor Code §§ 204, 210)

4 77. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
5 though fully set forth herein.

6 78. Pursuant to California Labor Code § 204, employees must be paid within a certain  
7 number of days of the close of the pay period.

8 79. During the relevant time period, Defendants failed to timely pay Plaintiffs and  
9 Class Members wages earned during the pay period.

10 80. Such a pattern, practice and uniform administration of corporate policy regarding  
11 timely payment of wages as described herein is unlawful and creates an entitlement to recovery  
12 by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed,  
13 including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of  
14 California Labor Code § 210.

15 81. As a direct and proximate cause of these violations, Class Members have been  
16 damaged, in an amount to be determined at trial.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

19 (Violation of Labor Code §§ 201, 202, and 203)

20 82. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
21 though fully set forth herein.

22 83. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,  
23 the wages earned and unpaid at the time of discharge are due and payable immediately, and that  
24 if an employee voluntarily leaves his or her employment, his or her wages shall become due and  
25 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-  
26 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to  
27 his or her wages at the time of quitting.  
28

1           84.     During the relevant time period, Defendants willfully failed to pay the Waiting  
2     Time Subclass all their earned wages upon termination, either at the time of discharge or within  
3     seventy-two (72) hours of their leaving Defendants' employ.

4           85.     Defendants' failure to pay the Waiting Time Subclass all their earned wages at the  
5     time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in  
6     violation of Labor Code §§ 201 and 202.

7           86.     Labor Code § 203 provides that if an employer willfully fails to pay wages owed  
8     immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then  
9     the wages of the employee shall continue as a penalty from the due date at the same rate until  
10    paid or until an action is commenced; but the wages shall not continue for more than thirty (30)  
11    days.

12          87.     Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover  
13    from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members'  
14    regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a  
15    maximum of thirty (30) days.

16                               **EIGHTH CAUSE OF ACTION**

17                   **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET SEQ.***

18                               (Violation of Business and Professions Code §§ 17200, *et seq.*)

19          88.     Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
20    though fully set forth herein.

21          89.     California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of  
22    unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice . .  
23    ."

24          90.     A violation of California Business and Professions Code §§ 17200, *et seq.*, may  
25    be predicated on a violation of any state or federal law. In the instant case, Defendants' policies  
26    and practices violated state law, causing Plaintiff and Class Members to suffer and continue to  
27    suffer injuries-in-fact.  
28

1           91. Defendants' policies and practices violated state law in at least the following  
2 respects:

- 3           (a) Failing to pay all wages earned (including minimum wage and overtime  
4 wages) to Plaintiff and Class Members at the proper rate and in a timely  
5 manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.  
6           (b) Failing to provide compliant meal periods without paying Plaintiff and  
7 Class Members premium wages for every day said meal periods were not  
8 provided in violation of Labor Code §§ 226.7 and 512.  
9           (c) Failing to authorize or permit compliant rest breaks without paying  
10 Plaintiff and Class Members premium wages for every day said rest  
11 breaks were not authorized or permitted in violation of Labor Code §  
12 226.7.  
13           (d) Failing to provide Plaintiff and Class Members with accurate itemized  
14 wage statements in violation of Labor Code § 226.  
15           (e) Failing to timely pay all earned wages to the members of the Waiting  
16 Time Subclass upon separation of employment in violation of Labor Code  
17 §§ 201, 202, and 203.

18           92. As alleged herein, Defendants systematically engaged in unlawful conduct in  
19 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages  
20 (minimum and overtime wages), failing to provide meal periods and rest breaks or  
21 compensation in lieu thereof, failing to furnish accurate wage statements, and failing to pay all  
22 wages due and owing upon separation of employment in a timely manner to the Waiting Time  
23 Subclass, all in order to decrease their costs of doing business and increase their profits.

24           93. At all relevant times herein, Defendants held themselves out to Plaintiff and Class  
25 Members as being knowledgeable concerning the labor and employment laws of California.

26           94. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and  
27 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of  
28

1 doing business in order to undercut their competitors and establish and/or gain a greater  
2 foothold in the marketplace.

3 95. By violating the foregoing statutes and regulations as herein alleged, Defendants'  
4 acts constitute unfair and unlawful business practices under California Business and Professions  
5 Code §§ 17200, *et seq.*

6 96. As a result of the unfair and unlawful business practices of Defendants as alleged  
7 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and  
8 restitution in an amount to be shown according to proof at trial.

9 97. Plaintiff seeks to enforce important rights affecting the public interest within the  
10 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged  
11 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members,  
12 and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class  
13 Members are entitled to an award of attorneys' fees pursuant to California Code of Civil  
14 Procedure § 1021.5.

15 **NINTH CAUSE OF ACTION**

16 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

17 98. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs  
18 as though fully set forth herein.

19 99. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides  
20 for a civil penalty to be assessed and collected by the Labor and Workforce Development  
21 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or  
22 employees for violation of the Labor Code may, as an alternative, be recovered through a civil  
23 action brought by an aggrieved employee on behalf of himself or herself and other current or  
24 former employees pursuant to the procedures specified in Labor Code § 2699.3.

25 100. For all provisions of the Labor Code except those for which a civil penalty is  
26 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred  
27 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two  
28

1 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay  
2 period in which Defendants violated these provisions of the Labor Code.

3 101. Defendants' conduct violates numerous Wage Order and Labor Code sections,  
4 including, but not limited to, the following:

- 5 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194,  
6 1197, and 1198 for failure to timely pay all earned wages (including  
7 minimum wage and overtime wages) owed to Plaintiff and other  
8 aggrieved employees during employment and upon separation of  
9 employment as herein alleged;
- 10 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal  
11 periods to Plaintiff and other aggrieved employees and failure to pay  
12 premium wages for missed meal periods as herein alleged;
- 13 c. violation of Labor Code § 226.7 for failure to permit rest breaks to  
14 Plaintiff and other aggrieved employees and failure to pay premium  
15 wages for missed rest periods as herein alleged;
- 16 d. violation of Labor Code § 226 for failure to provide accurate itemized  
17 wage statements to Plaintiff and other aggrieved employees as herein  
18 alleged;
- 19 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain  
20 accurate and complete records showing, among other things, the hours  
21 worked daily by and the wages paid to aggrieved employees.

22 102. Plaintiff is an "aggrieved employee" because she was employed by the alleged  
23 violator and had one or more of the violations committed against her, and therefore is properly  
24 suited to represent the interests of all other aggrieved employees.

25 103. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3  
26 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all  
27 other aggrieved employees under PAGA.  
28

104. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

105. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

## PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class and any other appropriate subclass;

2. For appointment of Phetsamone Solis as class representative;

3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;

4. For compensatory damages in an amount according to proof at trial;

5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;

6. For economic and/or special damages in an amount according to proof at trial;

7. For liquidated damages pursuant to Labor Code § 1194.2;

8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;

10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

12. For pre-judgment interest;

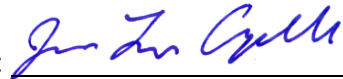
13. For civil penalties;

1           14.     For reasonable attorneys' fees, costs of suit, and interest to the extent permitted  
2 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§  
3 226(e), 1194, and 2698 *et seq.*; and

4           15.     For such other relief as the Court deems just and proper.  
5

6 Dated: October 31, 2022

**AEGIS LAW FIRM, PC**

7  
8 By:   
9           Jessica L. Campbell  
10           Attorneys for Plaintiff Phetsamone Solis  
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