

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

MICHAEL KWAO, SARAH WALTERS,
individually, and on behalf of other members
of the general public similarly situated;
AARON KANO, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

OCTAPHARMA PLASMA, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21STCV06981

Honorable Carolyn B. Kuhl
Department 12

**[PROPOSED] SECOND AMENDED
CLASS ACTION COMPLAINT FOR
DAMAGES & ENFORCEMENT UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §
2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code

§§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorney General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs MICHAEL KWAO (“Plaintiff KWAO”), SARAH WALTERS (“Plaintiff WALTERS”), and AARON CANO (“Plaintiff CANO” and collectively as “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for each named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of

California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff KWAU is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff WALTERS is an individual residing in the State of California, County of Orange.

7. Plaintiff CANO is an individual residing in the State of California, County of Kern.

8. Defendant OCTAPHARMA PLASMA, INC., at all times herein mentioned, was and is an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. At all relevant times, Defendant OCTAPHARMA PLASMA, INC. was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendants OCTAPHARMA PLASMA, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally

1 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
2 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
3 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
4 capacities when the same have been ascertained.

5 12. Defendant OCTAPHARMA PLASMA, INC. and DOES 1 through 100 will
6 hereinafter collectively be referred to as “Defendants.”

7 13. Plaintiffs further allege that Defendants directly or indirectly controlled or
8 affected the working conditions, wages, working hours, and conditions of employment of
9 Plaintiffs and the other class members so as to make each of said Defendants employers liable
10 under the statutory provisions set forth herein.

11 **CLASS ACTION ALLEGATIONS**

12 14. Plaintiffs bring this action on his own behalf and on behalf of all other members
13 of the general public similarly situated, and, thus, seeks class certification under California
14 Code of Civil Procedure section 382.

15 15. The proposed class is defined as follows:

16 All current and former hourly-paid or non-exempt employees who worked for
17 any of the Defendants within the State of California at any time during the
18 period from February 23, 2017 to final judgment and who reside in California.

19 16. Plaintiffs reserve the right to establish subclasses as appropriate.

20 17. The class is ascertainable and there is a well-defined community of interest in
21 the litigation:

22 a. Numerosity: The class members are so numerous that joinder of all class
23 members is impracticable. The membership of the entire class is
24 unknown to Plaintiffs at this time; however, the class is estimated to be
25 greater than fifty (50) individuals and the identity of such membership is
26 readily ascertainable by inspection of Defendants’ employment records.

27 b. Typicality: Plaintiffs’ claims are typical of all other class members’ as
28 demonstrated herein. Plaintiffs will fairly and adequately protect the

interests of the other class members with whom he has a well-defined community of interest.

- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

18. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to

1 pay their hourly-paid or non-exempt employees within the State of
2 California for all hours worked and missed (short, late, interrupted,
3 and/or missed altogether) meal periods and rest breaks in violation of
4 California law;

5 c. Whether Defendants required Plaintiffs and the other class members to
6 work over eight (8) hours per day, over forty (40) hours per week, and/or
7 over six (6) consecutive days per workweek and failed to pay the legally
8 required overtime compensation to Plaintiffs and the other class
9 members;

10 d. Whether Defendants deprived Plaintiffs and the other class members of
11 meal and/or rest periods or required Plaintiffs and the other class
12 members to work during meal and/or rest periods without compensation;

13 e. Whether Defendants failed to properly calculate the regular rate of pay,
14 including, *inter alia*, by failing to include earned commissions, non-
15 discretionary bonuses, monetary and non-monetary incentives, non-
16 discretionary production and/or performance pay, and/or shift
17 differentials in the calculation of the regular rate of pay used to calculate
18 the overtime rate of payment of overtime wages and/or the premium rate
19 for meal and/or rest premiums where Plaintiffs and the other class
20 members earned commissions, non-discretionary bonuses, monetary and
21 non-monetary incentives, non-discretionary production and/or
22 performance pay, and/or shift differentials and overtime wages or meal
23 and/or rest premiums in the same pay period;

24 f. Whether Defendants failed to pay minimum wages to Plaintiffs and the
25 other class members for all hours worked;

26 g. Whether Defendants failed to pay all wages due to Plaintiffs and the
27 other class members within the required time upon their discharge or
28 resignation;

- h. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- k. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

19. At all times herein set forth, PAGA was applicable to Plaintiff Cano's employment by Defendants.

20. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

21. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

22. Plaintiff Cano was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff Cano and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current and former (a) hourly-paid or non-exempt individuals who were employed by Defendants within the State of California, including, but not limited to all current and former hourly-paid or non-exempt individuals who were employed by Defendants within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (“Aggrieved Employees in Subgroup A”) and (b) all current and former salaried supervisors, or persons who held similar job titles and/or performed similar job duties, misclassified as “exempt” who were employed by any of the above-referenced entities within the State of California (“Aggrieved Employees in Subgroup B”) (collectively, the “Aggrieved Employees”).

23. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff Cano, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Response”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may

commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On October 24, 2022, Plaintiff CANO provided written notice by online submission to the LWDA and by certified mail to Defendant OCTAPHARMA PLASMA, INC of the specific provisions of the California Labor Code and Industrial Welfare Commission Wage (“IWC”) Orders alleged to have been violated including the facts and theories to support the alleged violations as well as the groups of employees he asserts are/were aggrieved (which includes exempt/salaried and non-exempt/hourly employees). Plaintiff CANO did not receive any notice or response from the LWDA regarding either its intent to investigate or not investigate the alleged violations, within sixty-five (65) days of the date of the submission of Plaintiffs’ notices.

25. Therefore, with regard to aggrieved employees in Subgroup A, administrative prerequisites under California Labor Code section 2699.3(a) to seek and recover civil penalties, in addition to other remedies for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 2267.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001 and 4-2001 have been met. With regard to aggrieved employees in Subgroup B, administrative prerequisites under California Labor Code section 2699.3(a) to seek and recover civil penalties, in addition to other remedies for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 2267.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001 and 4-2001 have been met..

GENERAL ALLEGATIONS

26. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

27. Defendants, jointly and severally, employed Plaintiff KWAO as an hourly-paid, non-exempt employee, from approximately December 2016 to approximately August 2017, in

1 the State of California, County of Los Angeles.

2 ///

3 28. Defendants, jointly and severally, employed Plaintiff WALTERS as an hourly-
4 paid, non-exempt employee, from approximately September 2017 to approximately May 2019,
5 in the State of California, County of Sacramento.

6 29. Defendants hired Plaintiff KWAO and Plaintiff WALTERS and the other class
7 members, classified them as hourly-paid or non-exempt employees, and failed to compensate
8 them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest
9 breaks.

10 30. Defendants, jointly and severally, employed Plaintiff CANO as an hourly-paid
11 non-exempt employee and as a salaried employee misclassified as “exempt” from
12 approximately June 2019 to approximately November 2021, in the State of California, County
13 of Kern.

14 31. Defendants hired Plaintiff CANO and other aggrieved employees as salaried
15 supervisors or with job titles similar to supervisors and/or with job duties similar to supervisors,
16 and misclassified them as “exempt,” and failed to compensate them for all hours worked, failed
17 to provide California compliant meal periods and/or rest breaks, and engaged in/committed other
18 wage and hour violations as to them.

19 32. Defendants had the authority to hire and terminate Plaintiffs and the other class
20 members and aggrieved employees, to set work rules and conditions governing Plaintiffs’ and
21 the other class members’ and aggrieved employees’ employment, and to supervise their daily
22 employment activities.

23 33. Defendants exercised sufficient authority over the terms and conditions of
24 Plaintiffs’ and the other class members’ and aggrieved employees’ employment for them to be
25 joint employers of Plaintiffs and the other class members.

26 34. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
27 class members and aggrieved employees.

28 35. Defendants continue to employ hourly-paid or non-exempt employees within the

1 State of California.

2 36. Defendants continue to employ individuals as supervisors or with job titles
3 similar to supervisors and/or with job duties similar to supervisors and continue to misclassify
4 these individuals as “exempt” employees, within the State of California.

5 37. Plaintiffs and the other class members and aggrieved employees worked over
6 eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a
7 workweek during their employment with Defendants.

8 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
10 employees within the State of California. With respect to Plaintiffs, other class members, and
11 aggrieved employees who were hourly-paid or non-exempt employees of Defendants, this
12 pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime
13 wages earned and for missed, short, late, and/or interrupted meal periods and rest breaks in
14 violation of California law. With respect to Plaintiff CANO and other aggrieved employees
15 who were salaried supervisors or who held job titles similar to production supervisors and/or
16 performed job duties similar to supervisors, all of whom were misclassified as “exempt,” this
17 scheme involved *inter alia* misclassifying these positions as “exempt” managerial employees
18 and failing to pay them all wages due to them, not providing them California compliant meal
19 and rest periods, and engaging in/committing other wage and hour violations as to them.

20 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 knew or should have known that Plaintiffs and the other class members and aggrieved
22 employees were entitled to receive certain wages for overtime compensation and that they
23 were not receiving accurate overtime compensation for all overtime hours worked. The
24 deficiencies include, *inter alia*, requiring Plaintiffs and the other class members to perform work
25 overtime off-the-clock.

26 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 failed to provide Plaintiffs and the other class members and aggrieved employees all required
28 rest and meal periods during the relevant time period as required under the Industrial Welfare

Commission Wage Orders and thus they are entitled to any and all applicable premium wages. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiffs and the other class members. Plaintiffs and the other class members were required to perform work during meal periods and rest periods. Plaintiffs and the other class members were also required to remain on premises during rest periods..

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to relieve Plaintiffs and the other class members of all duties, failed to relinquish control over Plaintiffs and the other class members' activities, failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class members' and aggrieved employees' regular rate of pay when a meal period was missed, short, late, and/or interrupted, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class members' and aggrieved employees' regular rate of pay when a meal period was missed, short, late, and/or interrupted.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a rest period was missed, short, late, and/or interrupted, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed, short, late, and/or interrupted.

1 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved
3 employees were entitled to receive at least minimum wages for compensation and that they
4 were not receiving at least minimum wages for all hours worked.

5 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other class members and aggrieved
7 employees were entitled to receive all wages owed to them upon discharge or resignation,
8 including earned but unpaid overtime and minimum wages and meal and rest period premiums,
9 and they did not, in fact, receive all such wages owed to them at the time of their discharge or
10 resignation.

11 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other class members and aggrieved
13 employees were entitled to receive all wages owed to them during their employment. Plaintiffs
14 and the other class members and aggrieved employees did not receive payment of all wages,
15 including overtime and minimum wages and meal and rest period premiums, within any time
16 permissible under California Labor Code section 204.

17 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members and aggrieved
19 employees were entitled to receive complete and accurate wage statements in accordance with
20 California law, but, in fact, they did not receive complete and accurate wage statements from
21 Defendants. The deficiencies included, *inter alia*, the failure to include the actual number of
22 hours worked by Plaintiffs and the other class members and aggrieved employees, , including
23 work to be performed off-the-clock.

24 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Defendants had to keep complete and accurate payroll records
26 for Plaintiffs and the other class members and aggrieved employees

27 49. in accordance with California law, but, in fact, did not keep complete and
28 accurate payroll records.

50. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to reimbursement for necessary business-related expenses.

///

51. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs and the other class members pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and the other class members that they were properly denied wages, all in order to increase Defendants' profits.

52. During the relevant time period, Defendants failed to pay overtime wages to Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other class members and aggrieved employees did not receive overtime compensation at one-and-one-half the regular rate of pay for all hours spent performing job duties in excess of eight (8) hours per day and/or forty (40) hours per week and/or for the first eight (8) hours worked on the seventh day of work in a workweek.

53. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs and the other class members and aggrieved employees.

54. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members and aggrieved employees at least minimum wages for all hours worked.

55. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members and aggrieved employees all wages owed to them upon discharge or resignation.

56. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members and aggrieved employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

57. During the relevant time period, Defendants failed to provide complete or

1 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

2 58. During the relevant time period, Defendants failed to keep complete or accurate
3 payroll records for Plaintiffs and the other class members and aggrieved employees.

4 ///

5 59. During the relevant time period, Defendants failed to reimburse Plaintiffs and
6 the other class members and aggrieved employees for all necessary business-related expenses
7 and costs.

8 60. During the relevant time period, Defendants failed to properly compensate
9 Plaintiffs and the other class members and aggrieved employees pursuant to California law in
10 order to increase Defendants' profits.

11 61. California Labor Code section 218 states that nothing in Article 1 of the Labor
12 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
13 due to him [or her] under this article."

14 **FIRST CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 510 and 1198)**

16 **(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)**

17 62. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
18 through 61, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 63. California Labor Code section 1198 and the applicable Industrial Welfare
21 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
22 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
23 rate of pay, depending on the number of hours worked by the person on a daily or weekly
24 basis.

25 64. Specifically, the applicable IWC Wage Order provides that Defendants are and
26 were required to pay Plaintiffs and the other class members employed by Defendants, and
27 working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or
28 more than six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours

1 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek,
2 and/or the first eight (8) hours worked on the seventh day of work in a workweek.

3 65. The applicable IWC Wage Order further provides that Defendants are and were
4 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
5 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

12 67. During the relevant time period, Plaintiffs and the other class members worked
13 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

14 68. During the relevant time period, Defendants intentionally and willfully failed to
15 pay overtime wages owed to Plaintiffs and the other class members.

16 69. Defendants' failure to pay Plaintiffs and the other class members the unpaid
17 balance of overtime compensation, as required by California laws, violates the provisions of
18 California Labor Code sections 510 and 1198, and is therefore unlawful.

19 70. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
20 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
21 attorneys' fees.

22 **SECOND CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 226.7 and 512(a))**

24 **(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)**

25 71. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
26 through 70, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

28 72. At all relevant times, the IWC Order and California Labor Code sections 226.7

1 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
2 Defendants.

3 73. At all relevant times, California Labor Code section 226.7 provides that no
4 employer shall require an employee to work during any meal or rest period mandated by an
5 applicable order of the California IWC.

6 74. At all relevant times, the applicable IWC Wage Order and California Labor
7 Code section 512(a) provide that an employer may not require, cause or permit an employee to
8 work for a work period of more than five (5) hours per day without providing the employee
9 with a meal period of not less than thirty (30) minutes, except that if the total work period per
10 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
11 consent of both the employer and employee.

12 75. At all relevant times, the applicable IWC Wage Order and California Labor
13 Code section 512(a) further provide that an employer may not require, cause or permit an
14 employee to work for a work period of more than ten (10) hours per day without providing the
15 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
16 that if the total hours worked is no more than twelve (12) hours, the second meal period may
17 be waived by mutual consent of the employer and the employee only if the first meal period
18 was not waived.

19 76. During the relevant time period, Plaintiffs and the other class members who
20 were scheduled to work for a period of time no longer than six (6) hours, and who did not
21 waive their legally-mandated meal periods by mutual consent, were required to work for
22 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
23 (30) minutes and/or rest period.

24 77. During the relevant time period, Plaintiffs and the other class members who
25 were scheduled to work for a period of time in excess of six (6) hours were required to work
26 for periods longer than five (5) hours without an uninterrupted meal period of not less than
27 thirty (30) minutes and/or rest period.

28 78. During the relevant time period, Plaintiffs and the other class members' meal

1 periods were missed, shortened/were less than 30 minutes, late/taken after the end of the fifth
2 hour of work, and/or were interrupted because Defendants did not provide Plaintiffs and other
3 class members the opportunity to take meal periods in accordance with California law and/or
4 required them to perform and complete work duties, even when it resulted in missed,
5 shortened, late, or interrupted meal periods. Defendants interrupted Plaintiffs and the other
6 class members during purported meal periods with business-related inquires, instructions for
7 tasks, and/or to require them to return to work before a full thirty (30) minutes elapsed to
8 complete or begin tasks.

9 79. As a result, Defendants failed to relieve Plaintiffs and the other class members
10 of all duties, failed to relinquish control over Plaintiffs and the other class members' activities,
11 failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and
12 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no
13 later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to
14 take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work
15 for shifts lasting more than ten (10) hours.

16 80. As a result, during the relevant time period, Defendants intentionally and
17 willfully required Plaintiffs and the other class members to work during meal periods and
18 failed to compensate Plaintiffs and the other class members the full meal period premium for
19 work performed during meal periods.

20 81. During the relevant time period, Defendants failed to pay Plaintiffs and the other
21 class members the full meal period premium due pursuant to California Labor Code section
22 226.7.

23 82. Defendants' conduct violates applicable IWC Wage Order and California Labor
24 Code sections 226.7 and 512(a).

25 83. Pursuant to applicable IWC Wage Order and California Labor Code section
26 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one
27 additional hour of pay at the employee's regular rate of compensation for each work day that
28 the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)

84. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set forth herein.

///

85. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

86. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

87. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

88. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

89. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

90. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

1 91. Defendants' conduct violates applicable IWC Wage Orders and California
2 Labor Code section 226.7.

3 92. Pursuant to the applicable IWC Wage Orders and California Labor Code section
4 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
5 additional hour of pay at the employees' regular hourly rate of compensation for each work
6 day that the rest period was not provided.

7 ///

8 **FOURTH CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

10 **(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)**

11 93. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
12 through 77, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 94. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
15 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
16 than the minimum so fixed is unlawful.

17 95. During the relevant time period, Defendants failed to pay minimum wage to
18 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
19 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*,
20 Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class
21 members worked off-the-clock performing work duties.

22 96. Defendants' failure to pay Plaintiffs and the other class members the minimum
23 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
24 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance
25 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
26 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

27 97. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
28 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each

1 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
2 minimum wages.

3 98. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
4 members are entitled to recover liquidated damages in an amount equal to the wages
5 unlawfully unpaid and interest thereon.

6 **FIFTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 201 and 202)**

8 **(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)**

9 99. Plaintiffs incorporates by reference the allegations contained in paragraphs 1
10 through 98, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 100. At all relevant times herein set forth, California Labor Code sections 201 and
13 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
14 time of discharge are due and payable immediately, and if an employee quits his or her
15 employment, his or her wages shall become due and payable not later than seventy-two (72)
16 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
17 intention to quit, in which case the employee is entitled to his or her wages at the time of
18 quitting.

19 101. During the relevant time period, Defendants intentionally and willfully failed to
20 pay Plaintiffs and the other class members who are no longer employed by Defendants their
21 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.
22 Plaintiffs and other class members were not paid at the time of their discharge wages earned
23 and unpaid throughout their employment, including but not limited to, minimum wages for
24 time worked off-the-clock to perform work duties, overtime compensation, and/or for meal and
25 rest period premium payments.

26 102. Defendants' failure to pay Plaintiffs and the other class members who are no
27 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
28 hours of their leaving Defendants' employ, is in violation of California Labor Code sections

201 and 202.

103. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

104. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)

105. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

107. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

108. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

109. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period

permissible under California Labor Code section 204.

110. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)

111. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

112. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (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 his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

113. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total and/or actual number of hours worked by Plaintiffs and the other class members, including work to be performed off-the-clock.

114. As a result of Defendants' violation of California Labor Code section 226(a),

1 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
2 protected rights.

3 115. More specifically, Plaintiffs and the other class members have been injured by
4 Defendants' intentional and willful violation of California Labor Code section 226(a) because
5 they were denied both their legal right to receive, and their protected interest in receiving,
6 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

7 116. Plaintiffs and the other class members are entitled to recover from Defendants
8 the greater of their actual damages caused by Defendants' failure to comply with California
9 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
10 employee.

11 117. Plaintiffs and the other class members are also entitled to injunctive relief to
12 ensure compliance with this section, pursuant to California Labor Code section 226(h).

13 **EIGHTH CAUSE OF ACTION**

14 **(Violation of California Labor Code § 1174(d))**

15 **(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)**

16 118. Plaintiffs incorporates by reference the allegations contained in paragraphs 1
17 through 117, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 119. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
20 central location in the state or at the plants or establishments at which employees are
21 employed, payroll records showing the hours worked daily by and the wages paid to, and the
22 number of piece-rate units earned by and any applicable piece rate paid to, employees
23 employed at the respective plants or establishments. These records shall be kept in accordance
24 with rules established for this purpose by the commission, but in any case shall be kept on file
25 for not less than two years.

26 120. Defendants have intentionally and willfully failed to keep accurate and complete
27 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
28 class members.

121. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

122. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)

123. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 122, and each and every part thereof with the same force and effect as though fully set forth herein.

124. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

125. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

126. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

127. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)

1 128. Plaintiffs incorporates by reference the allegations contained in paragraphs 1
2 through 127, and each and every part thereof with the same force and effect as though fully set
3 forth herein.

4 129. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
5 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
6 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
7 interest within the meaning of Code of Civil Procedure section 1021.5.

8 130. Defendants' activities as alleged herein are violations of California law, and
9 constitute unlawful business acts and practices in violation of California Business &
10 Professions Code section 17200, et seq.

11 131. A violation of California Business & Professions Code section 17200, et seq.
12 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
13 policies and practices of requiring employees, including Plaintiffs and the other class members,
14 to work overtime without paying them proper compensation violate California Labor Code
15 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
16 employees, including Plaintiffs and the other class members, to work through their meal and
17 rest periods without paying them proper compensation violate California Labor Code sections
18 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
19 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
20 practices of failing to timely pay wages to Plaintiffs and the other class members violate
21 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
22 Code sections 226(a), 1174(d), 2800 and 2802.

23 132. As a result of the herein described violations of California law, Defendants
24 unlawfully gained an unfair advantage over other businesses.

25 133. Plaintiffs and the other class members have been personally injured by
26 Defendants' unlawful business acts and practices as alleged herein, including but not
27 necessarily limited to the loss of money and/or property.

28 134. Pursuant to California Business & Professions Code sections 17200, et seq.,

1 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
2 retained by Defendants during a period that commences February 23, 2017; an award of
3 attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other
4 applicable laws; and an award of costs.

5 **ELEVENTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 2698, et seq.)**

7 **(Against OCTAPHARMA PLASMA, INC. and DOES 1 through 100)**

8 135. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
9 through 134, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 136. PAGA expressly establishes that any provision of the California Labor Code
12 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
13 departments, divisions, commissions, boards, agencies or employees for a violation of the
14 California Labor Code, may be recovered through a civil action brought by an aggrieved
15 employee on behalf of himself or herself, and other current or former employees.

16 137. Whenever the LWDA, or any of its departments, divisions, commissions,
17 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
18 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
19 assess a civil penalty.

20 138. Plaintiffs and the other hourly-paid or non-exempt employees are "aggrieved
21 employees" as defined by California Labor Code section 2699(c) in that they are all current or
22 former employees of Defendants, and one or more of the alleged violations set forth herein
23 were committed against them (Subgroup A).

24 139. Plaintiffs and the other exempt employees are "aggrieved employees" as defined
25 by California Labor Code section 2699(c) in that they are all current and former employees of
26 Defendants, and one or more of the alleged violations set forth herein were committed against
27 them (Subgroup B).

28 140. The wage and hour violations committed against Plaintiffs and the

1 “aggrieved employees” (which consists of both exempt/salaried and non-exempt/hourly
2 employees and/or both Subgroups A and B described herein) include:

3 **Failure to Pay Overtime**

4 141. Defendants’ failure to pay overtime in violation of the Wage Orders and
5 California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or
6 unfair activity prohibited by California Labor Code sections 510 and 1198.

7 **Failing to Provide Meal Periods**

8 142. Defendants’ failure to provide legally required meal periods in violation of the
9 Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above,
10 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7
11 and 512(a).

12 **Failure to Provide Rest Periods**

13 143. Defendants’ failure to provide legally required rest periods in violation of the
14 Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful
15 and/or unfair activity prohibited by California Labor Code section 226.7.

16 **Failure to Pay Minimum Wages**

17 144. Defendants’ failure to pay minimum wages in violation of the Wage Orders and
18 California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful
19 and/or unfair activity prohibited by California Labor Code sections 1194, 1197, and 1197.1.

20 **Failure to Timely Pay Wages Upon Termination**

21 145. Defendants’ failure to timely pay wages upon termination in violation of
22 California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or
23 unfair activity prohibited by California Labor Code sections 201 and 202.

24 **Failure to Timely Pay Wages During Employment**

25 146. Defendants’ failure to timely pay wages during employment in violation of
26 California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair
27 activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

147. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

148. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

149. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

Failure to Provide One Day's Rest in Seven

150. Defendants' failure to provide one day's rest in seven in violation of California Labor Code sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

Failure to Adhere to IWC Wage Orders, Including 1-2001 and 1-2004

151. Defendants' failure to adhere to the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California law.

152. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees (which consists of both exempt/salaried and non-exempt/hourly employees and/or both Subgroups A and B described herein), requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, civil penalties pursuant to Labor Code Sec. 558, as well as all penalties against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a

hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

153. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

154. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general

public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the first ten causes of action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;
11. That the Court make an award to Plaintiffs and the other class members of one

(1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such

amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and IWC Wage Orders, including inter alia Wage Orders 1-2001 and 4-2001; and

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: November 30, 2023

LAWYERS for JUSTICE, PC

By: _____

Edwin Aiwazian
Yasmin Hosseini
Attorneys for Plaintiff