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**SUPERIOR COURT OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

GUILLERMINA MONROY, individually and
 on behalf of all other similarly situated
 employees,

Plaintiff,

vs.

DENSHAZ, INC., DENTAS, INC., DENSAIF,
 INC., DENSHAN, INC., DENJAS, INC., and
 DOES 1-25

Defendants.

CASE NO.: **22STCV37123**

**CLASS ACTION COMPLAINT FOR
 DAMAGES**

1. Failure to Pay Overtime in Violation of California Labor Code §§510, 1194, 1198 and IWC Wage Order;
2. Failure to Provide Meal and Rest Periods in Violation of California Labor Code §§512 and 226.7 and IWC Wage Order;
3. Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor Code §226 and IWC Wage Order;
4. Civil Penalties Pursuant to Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq* or “PAGA”); and
5. Unlawful, Unfair and Fraudulent Business Practices) (Cal. Bus. & Prof. Code §§ 17200 *et seq.*).

1. Plaintiff Guillermina Monroy individually and on behalf of all other similarly situated

employees, alleges as follows:

I. INTRODUCTION

2. Plaintiff Guillermina Monroy, individually and on behalf of all other similarly situated employees, brings this class action against her joint employers Denshaz, Inc., Dentas, Inc., Densaif, Inc., Denshan, Inc., Denjas, Inc., and Does 1-25 (collectively, “Defendants”) to recover (1) unpaid overtime; (2) failure to provide compliant meal or rest breaks, and failure to pay premiums for non-compliant meal and rest breaks (3) waiting time penalties; (4) statutory penalties for failure to provide accurate wage statements; and (5) all applicable civil penalties, interest, reasonable attorneys’ fees, and costs.

3. This class action asserts claims against Defendants for violations of (a) California Labor Code, (b) Industrial Wage Commission (“IWC”) Order 5-2001 (“Wage Order 5-2001”) or other applicable Wage Order, and (c) California Business and Professions Code section 17200 *et. seq.*

4. For at least four years prior to the filing of this action (“Class Period”), Defendants have engaged in a system of willful violations of California wage-and-hour laws by unlawfully misclassifying their California managers, assistant managers, and similar exempt positions. As a result, Defendants willfully denied Plaintiff and other similarly situated co-workers the benefits and protections of California Labor Code and Industrial Wage Commission’s applicable Wage Order. Specifically, as a result of unlawful misclassification Defendants (1) willfully denied Plaintiff and other similarly situated co-workers overtime compensation, (2) willfully failed to provide compliant meal and rest periods or pay one additional hour for each day when meal and rest periods were non-compliant, (3) willfully failed to pay compensation owed Plaintiff and all similarly situated co-workers in a timely manner, and (4) willfully failed to provide Plaintiff and all similarly situated co-workers with accurate semi-monthly itemized wage statements

5. Plaintiff also seeks to serve as representatives of the general public to enforce and uphold California's wage and hour laws as representatives and private attorneys' general as expressly permitted by Labor Code section 2698 *et seq.*, pursuant to the Private Attorneys general Act of 2004 ("PAGA Act"). Plaintiff has complied with all notice provisions and is an aggrieved employee as required by the PAGA to serve as private attorney’s general as a representative on

1 behalf of the general public.

2 **II. JURISDICTION AND VENUE**

3 6. This class action is brought pursuant to California Code of Civil Procedure section 382.
4 The monetary damages sought by Plaintiff on behalf of herself and on behalf of all other similarly
5 situated co-workers exceed the minimal jurisdictional limits of the Superior Court. However, the
6 monetary damages sought by Plaintiff on behalf of herself and on behalf of all other similarly
7 situated co-workers are less than \$5 million.

8 7. This Court has jurisdiction over Defendants because upon information and belief, each
9 party is either a citizen of California, has sufficient minimum contacts in California, or otherwise
10 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it
11 by the California courts consistent with traditional notions of fair play and substantial justice.
12 Specifically, Defendants employed Plaintiff and other similarly situated co-workers in California.

13 8. Venue as to Defendants is proper in this judicial district pursuant to California Code of
14 Civil Procedure Section 395(a). Defendants are located within Los Angeles County, transact
15 business, have agents, and are otherwise within this Court's jurisdiction for purposes of service of
16 process. The unlawful acts alleged herein have a direct effect on Plaintiff, other similarly situated
17 co-workers and those similarly situated within the State of California and Los Angeles County.
18 Defendants operate a business and have employed Plaintiff and other similarly situated co-workers
19 in Los Angeles County, as well as within other counties across the State of California.

20 **III. PARTIES**

21 **A. Plaintiff**

22 9. At all relevant times, Plaintiff Guillermina Monroy was an individual over the age of 18
23 and a resident of Los Angeles County, California.

24 **1. Corporate Defendants**

25 10. Defendant Denshaz, Inc. is a California corporation, registered with the California
26 Secretary of State to do business in California as a corporation under the same name as Denshaz,
27 Inc. (Entity No. C2932739).

28 11. Dentas, Inc. is a California corporation, registered with the California Secretary of State to

do business in California as a corporation under the same name as Dentas, Inc. (Entity No. C2949898).

12. Densaif, Inc. is a California corporation, registered with the California Secretary of State to do business in California as a corporation under the same name as Densaif, Inc. (Entity No. C2330140).

13. Denshan, Inc. is a California corporation, registered with the California Secretary of State to do business in California as a corporation under the same name as Denshan, Inc. (Entity No. C20467312).

14. Denjas, Inc. is a California corporation, registered with the California Secretary of State to do business in California as a corporation under the same name as Denjas, Inc. (Entity No. C3170259).

2. Doe Defendants

15. The true names and capacities of Defendants Does 1 through 25, inclusive, are currently unknown to Plaintiff, whom, therefore, Plaintiff sue by their fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff is informed and believes and thereon alleges that each of those Defendants was in some manner responsible for the events and happenings alleged in this complaint and for Plaintiff's injuries and damages. Plaintiff will either seek leave to amend this Complaint or file a DOE statement to allege the true names and capacities of DOES 1 through 25, inclusive, when they are ascertained.

16. Unless otherwise stated, Denshaz, Inc., Dentas, Inc., Densaif, Inc., Denshan, Inc., Denjas, Inc., and Does 1-25 are hereinafter referred to as "Defendants."

17. Plaintiff is informed and believes and thereon alleges that that at all relevant times, each Defendant authorized and ratified, aided and abetted, and acted in concert with and/or conspired with each and every other Defendant to commit the acts and to engage in the emolument practices complained herein.

18. Plaintiff is informed and believes and thereon alleges that each of the Defendants, including the Doe defendants, acted in concert with each other Defendant, intended to and did participate in the events, acts, practices and courses of conduct alleged herein, and was a

1 proximate cause of damage and injury thereby to Plaintiff as alleged herein. At all times herein
2 mentioned, each Defendant was the agent or employee of each of the other Defendant and was
3 acting within the course and scope of such agency or employment.

4 19. Plaintiff is informed and believes and thereon alleges that at all relevant times, all
5 Defendants were a joint employer of Plaintiff and other similarly situated co-workers because they
6 jointly exercised control over Plaintiff's and other similarly situated co-workers' wages, hours or
7 working conditions, and suffered or permitted to work Plaintiff and other similarly situated co-
8 workers under the working conditions described herein.

9 20. Plaintiff is informed and believes and thereon alleges that at all relevant times, individual
10 Defendants Does 1-5 were persons acting on behalf of corporate defendants Denshaz, Inc., Dentas,
11 Inc., Densaif, Inc., Denshan, Inc., Denjas, Inc., and Does 6-25, and violated, or caused to be
12 violated, various provisions of the California Labor Code ("Labor Code"), including, but not
13 limited, to Part 2, Chapter 1 of the Labor Code, which regulates hours and days of work in the
14 applicable order of the Industrial Welfare Commission. Therefore, under Labor Code sections 558
15 and 558.1, Defendant Does 1-5 are personally liable for all or some alleged violations.

16 **3. Joint Enterprise Defendants**

17 Denshaz, Inc., Dentas, Inc., Densaif, Inc., Denshan, Inc., Denjas, Inc., and Does 6-25
18 performed (either through unified operation or common control) the related activities for a
19 common business purpose as a single enterprise. They performed all such activities through one or
20 more establishments or by one or more corporate or other organizational units. They were and are
21 under common ownership in that one corporate defendant so dominated and controlled the
22 finances, policies and practices of the other corporate defendant and that the other corporate
23 defendants were merely a conduit or instrument of the controlling corporation in pursuit of a
24 single business venture. Therefore, disregarding the separate nature of the corporations is
25 necessary to prevent an injustice to Plaintiff and other similarly situated employees.

26 All corporate defendants participated in a common venture or in a similar or functionally
27 reciprocal business; they have identical equitable ownership; common directors, officers, and
28 employees; share the same resources, pool assets and revenues, or use of one corporation's

1 financial resources to pay or guaranty the other's obligations. Denshaz, Inc., Dentas, Inc., Densaif,
2 Inc., Denshan, Inc., Denjas, Inc., and Does 6-25 jointly benefited from transactions entered into by
3 one of them. Defendants used common management and financial control, and their operations
4 depended on each other.

5 **IV. GENERAL ALLEGATIONS**

6 21. Each Defendant is a member of a joint enterprise that owns and operates more than 15
7 Denny's franchise restaurants in California.

8 **A. Plaintiff's Employment with Defendants**

9 22. From February 23, 2020, to the present ("Employment Period), Defendants jointly
10 employed Plaintiff as an assistant manager.

11 23. As an assistant manager, Plaintiff was responsible for overseeing Denny's Restaurant's
12 day-to-day operation, including handling cash, dealing with customer complaints, and supervising
13 employees. For services provided, Defendants paid Plaintiff an annual salary ranging from
14 \$44,200 in 2020 and \$46,800 from April 2021 to the present.

15 24. Plaintiff worked more than 40 hours in a workweek and/or more than 8 hours in a workday
16 ("overtime"). For example, she regularly worked 10 hours per workday or 48-50 hours per
17 workweek. Plaintiff's overtime hours should have been paid at a higher premium hourly rate as
18 required under California Labor Code section 510. Defendants failed to pay Plaintiff overtime
19 because they misclassified her as an exempt employee.

20 25. Plaintiff regularly worked more than 5 hours per shift. Due to misclassification,
21 Defendants failed to comply with the California meal break requirements because they failed to
22 provide an opportunity for Plaintiff to take their 30-minute uninterrupted meal breaks for every
23 five hours of work and failed to pay one additional hour of pay for each day when meal period was
24 missed or non-compliant.

25 26. Plaintiff regularly worked more than 4 hours per shift without a 10-minute rest break.
26 Plaintiff could not take rest breaks due to a staff shortage or busy and demanding workload. Due
27 to misclassification, Defendants failed to provide Plaintiff with an opportunity to take one 10-
28 minute rest breaks for each 4 hours of work. Defendants did not pay the Plaintiff one (1) hour of pay

1 at the employee's regular rate of compensation for each workday that the rest period is not provided.

2 27. Due to misclassification, Defendants failed to provide the Plaintiff with accurate wage
3 statements or accurately record and maintain the Plaintiff's work hours and meal breaks.

4 **B. Misclassification Allegations**

5 28. During the relevant Class Period, Plaintiff and other similarly situated employees worked
6 for Defendants in California as assistant managers, floor managers, supervisors, and or similar
7 exempt positions (the "Class Members"). Pursuant to Defendants' uniform employment policies,
8 all Class Members, including Plaintiff, are automatically classified as "exempt" and are paid a set
9 salary, irrespective of the hours worked and daily tasks performed.

10 29. Under Wage Order No. 5-2001, all employees are considered "non-**exempt**" unless the
11 employer can establish that the employee meets the requirements for **exempt** status. California
12 IWC Wage Order No. 5 exempts certain employees from the overtime and meal and rest break
13 requirements of California Labor Code or applicable wage order. These exemptions are known as
14 executive, administrative, and professional exemptions. Each of these exemptions requires (1) that
15 the employee primarily perform duties which meet the test of exemption, set forth in IWC Wage
16 Order No. 5, Section (1)(A) ("Exempt Duties") and (2) also earn a monthly salary equivalent to no
17 less than two (2) times the state minimum wage for full-time employment ("Exempt Salary
18 Amount"). Full-time employment is defined in Labor Code Section 515(c) as 40 hours per week.

19 30. During the relevant time, pursuant to Defendants' uniform employment policies, the Class
20 Members were misclassified as exempt employees because Defendant failed to pay the required
21 Exempt Salary Amount and because the Class Members did not perform the required Exempt
22 Duties.

23 31. During the Employment Period, Plaintiff was a nonexempt employee entitled to all
24 protections of California Labor Code and Wage Order No. 5. As a result, pursuant to Defendants'
25 uniform employment policies Defendants (1) willfully denied Plaintiff and the Class Members
26 overtime compensation, (2) willfully failed to provide compliant meal and rest periods or pay one
27 additional hour for each day when meal and rest periods were non-compliant, (3) willfully failed
28 to pay compensation owed Plaintiff and the Class Members in a timely manner, and (4) willfully

1 failed to provide Plaintiff and the Class Members with accurate semi-monthly itemized wage
2 statements

3 ***1. Misclassification Due to Defendants' Failure to Pay the Exempt Salary Amount***

4 32. To be classified as exempt, Wage Order No. 5 requires Defendants to pay the Class
5 Members at least a monthly salary equivalent to no less than two times the state minimum wage
6 for full-time employment. Full-time employment is defined in Labor Code Section 515(c) as 40
7 hours per week.

8 33. The California minimum wage rate in 2018 was \$10.50, \$11 in 2019, \$13 in 2020, \$14.00
9 in 2021, for employers with 26 or more employees. Effective January 1, 2022, the minimum wage
10 rate increased to \$15.00 per hour, for employers with 26 or more employees.

11 34. Because Defendants employed more than 26 employees, to meet the statutory salary
12 requirement, including Plaintiff, Defendants should have paid all Class Members at least \$43,680
13 in 2018, \$45,760 in 2019, \$54,080 in 2020, \$58,240 in 2021 and \$62,400 in 2022. During the
14 relevant class period, Defendants failed to pay Plaintiff and the Class Members the required
15 threshold dollar amount. For example, for work performed from February 2020 to the present,
16 Plaintiff was paid only \$46,800 or less.

17 35. Consistent with Defendants' uniform policy, pattern and practice, Defendants failed to pay
18 the required Exempt Salary Amount to Class Members during the relevant Class Period as defined
19 below. Plaintiff and other Class Members should have been classified as non-exempt employees,
20 and should have been entitled to overtime compensation, premiums for non-complaint meal and
21 rest breaks, and other benefits and protections of California Labor Code and Wage Order No. 5.

22 ***2. Misclassification Due to Employees' Failure to Perform Exempt Duties***

23 36. In addition to receiving exempt salaries, an employee must perform exempt duties.
24 Specifically, an employee can be ***exempt***, if the employee is engaged in a professional, executive,
25 and/or administrative capacity, spends at least 50% of her or her time performing such duties, and
26 exercises discretion and independent judgment.

27 37. Plaintiff and the Class Members' work required little skills. The primary duties of Plaintiff
28 and the Class Members did not include managerial responsibilities or the exercise of meaningful

1 independent judgment and discretion.

2 38. Plaintiff, and all Class Members spent less than 50% of their time performing "exempt"
3 duties, and instead spent the majority of their time performing the same tasks as the hourly
4 employees. For example, Plaintiff and the Class Members cannot set policies or procedures,
5 cannot hire, fire, or make meaningful recommendations regarding same, and have little or no
6 power to use discretion and/or independent judgment, as defined in the wage orders and applicable
7 law. Instead, Plaintiff and the Class Members were "working managers", who performed primarily
8 non-exempt duties such as greeting customers, ringing-up sales, cooking, preparing and cutting
9 food, serving, cleaning the restaurant and tending bar. Defendants' practices and policies regarding
10 job responsibilities and duties are uniform throughout their all California restaurants.

11 **C. Labor Code Violations**

12 39. Plaintiff and the Class Members should have been classified as non-exempt, as a result,
13 Defendants denied Plaintiff and the Class Members the benefits and protections of California
14 Labor Code, the applicable Industrial Welfare Commission Order, California Code of Regulations,
15 Title 8, section 11050.

16 40. Plaintiff and the Class Members worked more than 40 hours in a workweek and/or more
17 than 8 hours in a workday, or seventh consecutive workdays ("overtime hours"). For example,
18 Plaintiff regularly worked 10 hours per workday or 48-50 hours per workweek. Plaintiff's and the
19 Class Members' overtime hours should have been paid at a higher premium hourly rate as required
20 under California Labor Code section 510. Throughout the relevant class period, pursuant to
21 Defendants' uniform policy, pattern and practice, due to misclassification, Defendants failed to
22 pay Plaintiff and the Class Members overtime because they misclassified her as an exempt
23 employee.

24 41. Plaintiff and the Class Members regularly worked more than 5 hours per shift. Throughout
25 the relevant class period, pursuant to Defendants' uniform policy, pattern and practice, due to
26 misclassification, Defendants failed to comply with the California meal break requirements
27 because they failed to provide an opportunity for Plaintiff and the Class Members to take their 30-
28 minute uninterrupted meal breaks for every five hours of work and failed to pay one additional

1 hour of pay for each day when meal period was missed or non-compliant.

2 42. Plaintiff and the Class Members regularly worked more than 4 hours per shift without a
3 10-minute rest break. Plaintiff and the Class Members could not take rest breaks due to a staff
4 shortage or busy and demanding workload. Throughout the relevant class period, pursuant to
5 Defendants' uniform policy, pattern and practice, due to misclassification, Defendants failed to
6 provide Plaintiff and the Class Members with an opportunity to take one 10-minute rest breaks for
7 each 4 hours of work. Defendants did not pay the Plaintiff and the Class Members one hour of pay
8 at the employee's regular rate of compensation for each workday that the rest period is not
9 provided.

10 43. Throughout the relevant class period, pursuant to Defendants' uniform policy, pattern, and
11 practice, due to misclassification, Defendants failed to provide the Plaintiff and the Class
12 Members with accurate wage statements or accurately record and maintain the Plaintiff and the
13 Class Members' work hours and meal breaks. Defendants issued payment to Plaintiff and the
14 Class Members and the Class Members by check; however, Defendants failed to provide such
15 payments with a written statement that contained all information required by Labor Code Section
16 226(a): (1) gross wages earned, (2) total hours worked by the employee, ... (4) all deductions, (5)
17 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
18 name of the employee and only the last four digits of her or her social security number or an
19 employee identification number other than a social security number, (8) the name and address of
20 the legal entity that is the employer.

21 **V. CLASS ACTION ALLEGATIONS**

22 44. Plaintiff, on behalf of herself and the California class, allege and incorporate by reference
23 the allegations in the preceding paragraphs.

24 45. At all times herein relevant, Plaintiff was and is now a person within the class of persons
25 further described and defined herein and aggrieved employees of Defendants.

26 46. As used throughout this Complaint, the term "Class Members" and/or the "Plaintiff Class"
27 refers to the named Plaintiff herein as well as each and every person eligible for membership in
28 the class of persons further described and defined herein.

1 47. Plaintiff brings this action on behalf of herself as a class action, pursuant to California
2 Code of Civil Procedure Section 382, on behalf of all persons similarly situated and defined as the
3 following Plaintiff Class:

4 All persons who are or have been employed by Defendants as assistant managers, floor
5 managers, supervisors, and or similar exempt positions, and who were improperly classified
6 as “exempt employees” in California at any time commencing four years prior to the filing of
this Complaint, to the final disposition of this case (“Class Members”).

7 48. Plaintiff seeks class certification pursuant to California Code of Civil Procedure Section
8 382 of the following Subclasses:

- 9 a. *Misclassified Exempt Salary Subclass*: all Class Members who were paid less than the
10 Exempt Salary Amount as required under Wage Order No. 5, Section (1)(A) during
11 the period commencing four years prior to the filing of this Complaint, to the final
12 disposition of this case;
- 13 b. *Misclassified Exempt Duties Subclass*: all Class Members who did not perform
14 Exempt Duties as required under Wage Order No. 5, Section (1)(A) during the period
15 commencing four years prior to the filing of this Complaint, to the final disposition of
16 this case;
- 17 c. *Overtime Subclass*: all Class Members, who worked one or more shifts in excess of
18 eight (8) hours in a day or forty (40) hours in a workweek in California and were not
19 properly paid all overtime wages during the period commencing four years prior to
20 the filing of this Complaint, to the final disposition of this case;
- 21 d. *Meal Period Subclass*: all Class Members who worked one or more shifts in excess of
22 five hours without receiving a 30-minute meal period for each five hours of work
23 during which they were relieved of all duties during the period commencing four
24 years prior to the filing of this Complaint, to the final disposition of this case;
- 25 e. *Rest Break Subclass*: all Class Members who worked one or more shifts in excess of
26 3.5 hours without receiving a 10-minute rest period for each 3.5 hours of work per
27 shift during which they were relieved of all duties during the period commencing four
28 years prior to the filing of this Complaint, to the final disposition of this case;

1 f. *Wage Statement Subclass*: all Class Members who did not receive wage statements
2 from Defendants compliant with California Labor Code section 226(a) during the
3 period commencing four years prior to the filing of this Complaint, to the final
4 disposition of this case.

5 49. The basic job duties of the Class Members were/are the same as or substantially similar to
6 those of Plaintiff and they were/are paid in the same manner and worked under the same terms and
7 conditions of employment, and under the common policies, plans and practices as Plaintiff.

8 50. The Class Members, like Plaintiff, have been subject to the same unlawful policies, plans
9 and practices of Defendants as alleged below.

10 51. As a result of Defendants' conducts as alleged herein, Defendants violated the specified
11 provisions of the California Labor Code as to the Class Members.

12 52. Defendants' violations of the California Labor Code and/or its regulations were willful,
13 repeated, knowing, intentional and without a good faith basis, and significantly damaged Plaintiff
14 and the Class Members.

15 53. As a result of Defendants' conduct, Defendants are liable to Plaintiff and the Class
16 Members for overtime, premiums for non-compliant meal and rest periods, as well as statutory
17 penalties for the violations alleged herein, plus reasonable attorneys' fees and costs incurred by
18 Plaintiff and the Class Members.

19 54. This action has been brought and may properly be maintained as a class action under
20 California Code of Civil Procedure § 382 because there is a well-defined community of interest in
21 the litigation and the proposed Class is easily ascertainable.

22 a. Numerosity: A class action is the only available method for the fair and
23 efficient adjudication of this controversy. The members of the Plaintiff
24 Class are so numerous that joinder of all members is impractical, if not
25 impossible, insofar as the Plaintiff is informed and believes and, on that
26 basis, alleges that the total number of Class Members is, at least, 100
27 individuals. Membership in the Class will be determined by and upon
28 analysis of employee and payroll records, among other records maintained

1 by Defendants.

2 b. Commonality: Plaintiff and the Class Members share a community of
3 interests in that there are numerous common questions and issues of fact
4 and law which predominate over any questions and issues solely affecting
5 individual members, including, but not necessarily limited to:

6 i. Whether Defendants improperly misclassified Plaintiff and the Class
7 Members as exempt;

8 ii. Whether Defendants violated California Labor Code section 510 by
9 failing to pay overtime wage to Plaintiff and the Class Members;

10 iii. Whether Defendants violated California Labor Code sections 512
11 and 226.7 by failing to provide 30-minute off-duty meal periods or
12 pay a premium instead to Plaintiff and the Class Members;

13 iv. Whether Defendants violated California Labor Code sections 512
14 and 226.7 by failing to provide 10-minute off-duty rest periods or
15 pay a premium instead to Plaintiff and the Class Members;

16 v. Whether Defendants violated California Labor Code section 226 by
17 failing to provide Plaintiff and the Class Members with semimonthly
18 itemized statements including total overtime hours worked and gross
19 wages earned during the pay period;

20 vi. Whether Defendants' practices were unlawful, unfair or fraudulent
21 business acts in violation of UCL Sections 17200 *et seq.*, and

22 c. Typicality: Plaintiff's claims are typical of the claims of the Class
23 Members. Plaintiff and the Class Members sustained damages arising out of
24 and caused by Defendants' uniform policy of misclassifying Plaintiff and
25 the Class Members as exempt employees. This misclassification caused
26 Plaintiff and Class Members to suffer the same kind of damages and harm.
27 Plaintiff and the Class Members did not receive overtime compensation and
28 premiums for missed or non-compliant meal periods. As a result, Plaintiff

1 and the Class Members were consistently underpaid. Therefore, Defendants
2 owe Plaintiff and the Class Members unpaid wages. In addition, Defendants
3 failed to provide Plaintiff and the Class Members the wage statements
4 identifying the applicable rate(s) of pay and/or applicable rates or numbers
5 for each piece rate wage earned by Plaintiff, Defendants' legal name, the
6 total number of hours worked, the numbers of hours spent on non-
7 productive time, and the applicable rates of pay for non-productive time.
8 Therefore, Plaintiffs are a member of the Class and has suffered the alleged
9 violations of California Labor Code §§ 204, 226, 1194, 510, 512 and Wage
10 Order No. 5-2001, Sections 3(A), 11 and 12.

- 11 d. Adequacy of Representation: Plaintiff in this class action is an adequate
12 representative of the Class Members in that Plaintiff's claims are typical of
13 those of the Class Members and the Plaintiff has the same interest in the
14 litigation of this case as the Class Members. Plaintiff is committed to
15 vigorous prosecution of this case and has retained competent counsel who is
16 experienced in conducting litigation of this nature. Plaintiff is not subject to
17 any individual defenses unique from those conceivably applicable to the
18 Class Members as a whole. Plaintiff anticipates no management difficulties
19 in this litigation.
- 20 e. Superiority of Class Action: Since the damages suffered by individual Class
21 Members, while not inconsequential, may be relatively small, the expense
22 and burden of individual litigation by each member makes or may make it
23 impractical for members of the Class to seek redress individually, for the
24 wrongful conduct alleged herein. Should separate actions be brought, or be
25 required to be brought, by each individual member of the Class, the
26 resulting multiplicity of lawsuits would cause undue hardship and expense
27 for the Court and the litigants. The prosecution of separate actions would
28 also create a risk of inconsistent rulings which might be dispositive of the

1 interests of other Class Members who are not parties to the adjudications
2 and/or may substantially impede their ability to adequately protect their
3 interests.

4 55. Plaintiff intends to send notice to all members of the California Class to the extent required
5 by Section 382. The names and addresses of the Class Members are available from Defendants.

6 **FIRST CAUSE OF ACTION**

7 **Failure to Pay Overtime**

8 **(Violation of Labor Code §§ 510, 1194, 204, 210 and the Applicable Wage Order)**

9 **(Plaintiff Individually and On Behalf of the Overtime Subclass Against All Defendants)**

10 56. Plaintiff incorporates by reference as though fully set forth herein the preceding paragraphs
11 of this Complaint.

12 57. At all relevant times, Defendants were employers subject to California Labor Code section
13 510 and California Industrial Welfare Commission Wage Order 5-2001, which include provisions
14 setting forth the definition of overtime and the amount of compensation to be paid to an employee
15 that works overtime.

16 58. At all relevant times, pursuant to Defendants' uniform policy, practice, and pattern,
17 Defendants were required to compensate Plaintiff and the Class Members for all overtime work
18 performed, at 1.5 times the regular rate of pay for hours worked in excess of 8 hours per day
19 and/or 40 hours per week (whichever was greater), and for the first 8 hours on the 7th consecutive
20 day of any work week. Additionally, Defendants were required to compensate Plaintiff and the
21 Class Members with double time after 12 hours in a single workday and after 8 hours on the 7th
22 consecutive day of any work week.

23 59. On more than one occasion, at all relevant times, pursuant to Defendants' uniform policy,
24 practice, and pattern, Defendants engaged, suffered, or permitted Plaintiff and the Class Members
25 to work in excess of 8 hours in a day.

26 60. On more than one occasion, at all relevant times, pursuant to Defendants' uniform policy,
27 practice, and pattern, Defendants engaged, suffered, or permitted Plaintiff and the Class Members
28 to work in excess of forty (40) hours a week.

1 61. On more than one occasion, at all relevant times, pursuant to Defendants' uniform policy,
2 practice, and pattern, Defendants engaged, suffered, or permitted Plaintiff and the Class Members
3 to work 12 hours in a single workday and more than 8 hours on the 7th consecutive day of any
4 work week.

5 62. Pursuant to Defendants' uniform policy, practice, and pattern, Defendants hired and
6 required Plaintiff and the Class Members to perform job duties and assignments that do not satisfy
7 the exempt requirements of Labor Code or the applicable wage order, including the Wage Order
8 No. 5. Pursuant to Defendants' uniform policy, practice, and pattern, Defendants failed to pay the
9 required statutory salary to classify Plaintiff and the Class Members as exempt.

10 63. Pursuant to Defendants' uniform policy, practice, and pattern, Defendants have failed to
11 pay Plaintiff and the Class Members an overtime premium for every hour of overtime that
12 Defendant engaged, suffered, or permitted Plaintiffs to work in violation of Labor Code section
13 1194.

14 64. As a direct and proximate result of Defendants' wrongful acts and omissions alleged
15 herein, Plaintiff and the Class Members have suffered actual damages in an amount subject to
16 proof at trial. Plaintiff and the Class Members have incurred and will continue to incur attorney's
17 fees as a result of prosecuting this cause of action.

18 65. Furthermore, Labor Code section 204(a) provides in pertinent part that

19 (a) All wages, other than those mentioned in Section 201, 201.3, 202,
20 204.1, or 204.2, earned by any person in any employment are due
21 and payable twice during each calendar month, on days
22 designated in advance by the employer as the regular paydays.
23 Labor performed between the 1st and 15th days, inclusive, of any
24 calendar month shall be paid for between the 16th and the 26th
25 day of the month during which the labor was performed, and labor
26 performed between the 16th and the last day, inclusive, of any
27 calendar month, shall be paid for between the 1st and 10th day of
28 the following month. However, salaries of executive,
administrative, and professional employees of employers covered
by the Fair Labor Standards Act, as set forth pursuant to Section
13(a)(1) of the Fair Labor Standards Act, as amended through
March 1, 1969, in Part 541 of Title 29 of the Code of Federal
Regulations, as that part now reads or may be amended to read at
any time hereafter, may be paid once a month on or before the
26th day of the month during which the labor was performed if

1 the entire month's salaries, including the unearned portion
2 between the date of payment and the last day of the month, are
3 paid at that time.

4 66. Pursuant to Defendants' uniform policy, practice, and pattern, Defendants failed to comply
5 with the requirement of Labor Code section 204 when they failed to pay Plaintiff and the Class
6 Members overtime once or twice during each month. This violation was willful and intentional.
7 As such, Plaintiff seeks for herself and the Class Members all statutory penalties provided by
8 Labor Code section 210.

9 67. Wherefore, Plaintiffs pray for relief as set forth below.

10 **SECOND CAUSE OF ACTION**

11 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

12 **[Cal. Lab. Code §§ 512, 226.7, and Wage Order 5-2001]**

13 **(Plaintiff Individually and On Behalf the Meal Break Subclass Against All Defendants)**

14 68. Plaintiff incorporates by reference as though fully set forth herein the preceding paragraphs
15 of this Complaint.

16 69. At all relevant times, Defendants were employers subject to California Labor Code section
17 512 and California Industrial Welfare Commission Wage Order 5-2001, which include provisions
18 requiring Defendants to provide meal and rest periods to Plaintiff and the Class Members. At all
19 times alleged herein, Plaintiff and the Class Members were non-exempt employees of Defendants
20 under California law.

21 70. At all relevant times, Defendants were aware of and were under a duty to comply with
22 California Labor Code sections 226.7 and 512, as well as Wage Order 5-2001.

23 71. California Industrial Welfare Commission Wage Order 5-2001 provides that no employer
24 shall employ any person for a work period of more than 5 hours without providing a meal period
25 at least 30 minutes and that no employer shall employ any person for a work period of more than
26 10 hours without providing a second meal period of at least 30 minutes.

27 72. Labor Code section 226.7 and the applicable Wage Orders of the Industrial Welfare
28 Commission provide that if an employer fails to provide a non-exempt employee with an
appropriate off duty meal period, the employer must pay the employee one hour of pay at the

1 employee's regular rate of compensation for each workday that the meal period is not provided. If
2 an employer fails to provide an employee a rest period in accordance with the Order, the employer
3 shall pay the employee one hour of pay at the employee's regular rate of compensation for each
4 workday that the rest period is not provided.

5 73. During the relevant period, pursuant to Defendants' uniform policy, practice, and pattern,
6 Defendants required Plaintiff and the Class Members regularly to work for at least 5 hours per
7 workday.

8 74. During the relevant period, pursuant to Defendants' uniform policy, practice, and pattern,
9 Defendants failed to provide Plaintiff and the Class Members with adequate meal periods as
10 required by California law and failed to compensate Plaintiff and the Class Members for each
11 workday that adequate meal periods were not provided one additional hour of pay (meal break
12 premiums).

13 75. During the relevant period, pursuant to Defendants' uniform policy, practice, and pattern,
14 Defendants failed to provide Plaintiff and the Class Members with timely off-duty meal periods of
15 not less than 30 minutes as required by the Labor Code during the employment period.

16 76. By failing to regularly provide timely uninterrupted and unrestricted meal periods, during
17 which Plaintiff and the Class Members were required to be relieved of all duty, Defendants
18 violated California Labor Code sections 226.7 and 512, as well Wage Order No. 5-2001.

19 77. Because Defendants failed to provide the required meal breaks, Defendants are liable to
20 Plaintiff and the Class Members for one hour of additional pay at the regular rate of compensation
21 for each workday that the proper meal breaks were not provided pursuant to Labor Code section
22 226.7 and Wage Order 5-2001.

23 78. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
24 Plaintiff and the Class Members have sustained damages, including unpaid premiums resulting
25 from missed meal and/or rest periods, in an amount to be established at trial pursuant to Labor
26 Code sections 226.7 and 512.

27 79. Pursuant to Defendants' uniform policy, practice, and pattern, Defendants failed to comply
28 with the requirement of Labor Code section 204 when they failed to pay Plaintiff and the Class

Members premiums for missed or non-complaint meal periods once or twice during each month. This violation was willful and intentional. As such, Plaintiff seeks for herself and the Class Members all statutory penalties provided by Labor Code section 210.

80. Plaintiff, for herself and the Class Members, further seeks reasonable attorneys' fees and costs pursuant to Labor Code § 218.5.

81. Wherefore, Plaintiff prays for relief as set forth below.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods or Compensation in Lieu Thereof

[Cal. Lab. Code §226.7 and Wage Order 5-2001, Section 12]

(Plaintiff Individually and On Behalf of the Rest Period Subclass Against All Defendants)

82. Plaintiff incorporates by reference as though fully set forth herein the preceding paragraphs of this Complaint.

83. At all relevant times, Defendants were employers subject to California Labor Code section 512 and California Industrial Welfare Commission Wage Order 5-2001, which include provisions requiring Defendants to provide meal and rest periods to Plaintiff and the Class Members.

84. At all relevant times, Defendants were aware of and were under a duty to comply with California Labor Code sections 226.7 and as well as Wage Order 5-2001 of the Industrial Welfare Commission.

85. California Industrial Welfare Commission Wage Order 5-2001, Section 12 provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof.

86. Labor Code section 226.7 and the applicable Wage Orders of the Industrial Welfare Commission provide that if an employer fails to provide a non-exempt employee with an appropriate off duty meal period, the employer must pay the employee one hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided. If an employer fails to provide an employee a rest period in accordance with the Order, the employer

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

3 87. During the employment period, Plaintiff and the Class Members regularly worked for at
4 least 4 hours per workday.

5 88. During the relevant period, pursuant to Defendants' uniform policy, practice, and pattern,
6 Defendants failed to provide Plaintiff and the Class Members with adequate rest periods as
7 required by California law and failed to compensate Plaintiff and the Class Members for each
8 workday that adequate meal and rest periods were not provided one additional hour of pay (rest
9 break premiums).

10 89. During the relevant period, pursuant to Defendants' uniform policy, practice, and pattern,
11 Defendants failed to provide Plaintiff and the Class Members with timely off-duty rest periods of
12 not less than 10 minutes as required by the Labor Code.

13 90. By failing to regularly provide timely uninterrupted and unrestricted meal periods, during
14 which Plaintiff and the Class Members were required to be relieved of all duty, Defendants
15 violated California Labor Code sections 226.7 and Section 12 of Wage Order No. 5-2001.

16 91. Because Defendants failed to provide the required meal and rest breaks, Defendants are
17 liable to Plaintiff and the Class Members for one hour of additional pay at the regular rate of
18 compensation for each workday that the proper rest breaks were not provided pursuant to Labor
19 Code section 226.7 and Wage Order 5-2001.

20 92. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
21 Plaintiff and the Class Members have sustained damages, including unpaid premiums resulting
22 from missed meal and/or rest periods, in an amount to be established at trial pursuant to Labor
23 Code sections 226.7 and 512.

24 93. Pursuant to Defendants' uniform policy, practice, and pattern, Defendants failed to comply
25 with the requirement of Labor Code section 204 when they failed to pay Plaintiff and the Class
26 Members premiums for missed or non-complaint rest periods once or twice during each month.
27 This violation was willful and intentional. As such, Plaintiff seeks for herself and the Class
28 Members all statutory penalties provided by Labor Code section 210.

1 94. Wherefore, Plaintiff prays for relief as set forth below.

2 **FOURTH CAUSE OF ACTION**

3 **Failure to Provide Accurate Itemized Wage Statements**

4 **(Cal. Lab. Code §§ 226(a) & (e) and Wage Order)**

5 **(Plaintiff Individually and On Behalf of the Wage Statement Subclass Against All**
6 **Defendants)**

7 95. Plaintiff incorporates by reference as though fully set forth herein the preceding paragraphs
8 of this Complaint.

9 96. Labor Code section 226(a) provides that every employer shall furnish each of her or her
10 employees an accurate itemized wage statement in writing showing nine pieces of information,
11 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
12 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
13 (4) all deductions, provided that all deductions made on written orders of the employee may be
14 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
15 which the employee is paid, (7) the name of the employee and the last four digits of her or her
16 social security number or an employee identification number other than a social security number,
17 (8) the name and address of the legal entity that is the employer and, (9) all applicable hourly rates
18 in effect during the pay period and the corresponding number of hours worked at each hourly rate
19 by the employee.

20 97. Because Defendants misclassified Plaintiff and the Class Members as exempt employees,
21 Defendants willfully and knowingly failed to provide them with the accurate wages statements
22 containing: (1) gross wages earned, and (2) total hours worked by the employee; and ... (9) all
23 applicable hourly rates in effect during the pay period.

24 98. California Labor Code section 226(e) further provides that any employee suffering injury
25 due to a willful violation of the aforementioned obligations may collect the greater of either actual
26 damages or \$50 for the first inadequate pay statement and \$100 for each inadequate statement
27 thereafter. During the course of Plaintiff employment, Defendants consistently failed to provide
28 Plaintiff and Class Members with adequate pay statements as required by California Labor Code

1 section 226.

2 99. Defendants failed to provide such adequate statements willingly and with full knowledge
3 of their obligations under section 226. Defendants' failure to provide such adequate statements has
4 caused injury to the Plaintiff and Class Members.

5 100. Plaintiff and Class Members are entitled to recover the greater of actual damages or
6 penalties as a result of Defendants' failure to provide proper records, in an amount to be proven at
7 trial. Plaintiff incurred costs and attorneys' fees in bringing this action, and such costs and attorney
8 fees should be awarded to Plaintiff and Class Members under California Labor Code section 226.

9 101. Plaintiff, for themselves and Class Members, seek reasonable attorneys' fees and
10 costs pursuant to Labor Code section 226.

11 102. Wherefore, Plaintiff prays for relief as set forth below.

12 **FIFTH CAUSE OF ACTION**

13 **Civil Penalties for Violation of Private Attorneys General Act of 2004**

14 **(Cal. Lab. Code §§ 2698 *et seq.* - Representative PAGA)**

15 **(Plaintiff On Behalf of Herself and All Aggrieved Employees Against All Defendants)**

16 103. Plaintiff incorporates by reference as though fully set forth herein the preceding
17 paragraphs of this Complaint.

18 104. On October 20, 2022, Plaintiff notified Defendants and the California Labor and
19 Workforce Development Agency ("LWDA") via certified mail of Defendants' violations pursuant
20 to Labor Code section 2966.3.

21 105. From October 20, 2022, to the present, Defendants did not take any remedial action
22 and the LWDA did not intervene to investigate Plaintiff's claims. Accordingly, Plaintiff files this
23 Complaint as a representative action under the Labor Code section 2699.3(a)(2)(C) and she is
24 entitled to recover civil penalties and unpaid wages for violations committed by Defendants from
25 October 20, 2021 through the present ("PAGA Period") on behalf of herself and all other
26 aggrieved non-exempt employees of Defendants pursuant to Labor Code sections 2698 *et seq.*

27 106. Under the California Private Attorneys General Act ("PAGA") of 2004, Cal. Lab.
28 Code §§ 2698-2699.5, an aggrieved employee, on behalf of herself and other current or former

employees as well as the general public, may bring a representative action as a private attorney general to recover penalties for an employer's violations of the California Labor Code and IWC Wage Orders. These civil penalties are in addition to any other relief available under the California Labor Code, 75% must be allocated to California's Labor and Workforce Development Agency ("LWDA") and 25% to the aggrieved employee, pursuant to California Labor Code § 2699.

107. Plaintiff is an aggrieved employee with standing to bring this cause of action under the PAGA Act because of her employment with Defendants and Defendants' failure to comply with various California Labor Code violations for work performed in California due to misclassification as alleged above.

108. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, including, without limitation, the penalty provisions identified in Labor Code section 2699.5. The LWDA indicated that it would not be investigating the claims set forth herein. Since the LWDA took no steps within the time period required to intervene and because Defendants took no corrective action to remedy the allegations set forth above Plaintiff, as a representative of the people of the State of California, will seeks any and all civil penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE).

109. Plaintiff alleges, on behalf of herself and all aggrieved employees, as well as the general public, that Defendants have violated the following provisions of the California Labor Code and the following provisions of the IWC Wage Orders that are actionable through the California Labor Code and PAGA, as previously alleged herein:

- a. Failure to Pay Overtime (Cal. Lab. Code §§ 510, 558, 1194, 1198, and 2699 and Wage Order No. 5-2001, Sections 3(A) and 7);
- b. Failure to provide meal and rest break periods (Cal. Lab. Code §§ 512, 226.7, 558, and 2699 and Wage Order No. 5-2001, Sections 11 and 12);
- c. Failure to Provide Accurate Wage Statements (Cal. Lab. Code §§ 226, 226.3, and 2699 and Wage Order No. 5-2001, Sections 7);

110. California Labor Code § 2699(f), which is part of PAGA, provides in pertinent

1 part:

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

9 111. Plaintiff is entitled to civil penalties, to be paid by Defendants and allocated as
10 PAGA requires, pursuant to California Labor Code § 2699(a) for Defendants' violations of the
11 California Labor Code and IWC Wage Orders for which violations a civil penalty is already
12 specifically provided by law.

13 112. Furthermore, Plaintiff is entitled to civil penalties, to be paid by Defendants and
14 allocated as PAGA requires, pursuant to California Labor Code § 2699(f) for Defendants'
15 violations of the California Labor Code and IWC Wage Orders for which violations a civil penalty
16 is not already specifically provided.

17 113. Under PAGA, Plaintiff and the State of California are entitled to recover the
18 maximum civil penalties permitted by law for the violations of the California Labor Code and
19 IWC Wage Order No. 5-2001 or other applicable Wage Order(s) that are alleged in this
20 Complaint.

21 114. Plaintiff, for herself and the Class Members, further seeks reasonable attorneys'
22 fees and costs pursuant to Labor Code section 2699.

23 115. Wherefore, Plaintiff prays for relief as set forth below.

24 **SIXTH CAUSE OF ACTION**

25 **(Unlawful, Unfair and Fraudulent Business Practices)**

26 **[Cal. Bus. & Prof. Code §§ 17200 et seq.]**

27 **(Plaintiff and the Class Members Against All Defendants)**

28 116. Plaintiff incorporates by reference as though fully set forth herein the preceding
paragraphs of this Complaint.

117. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§

1 17200 *et seq.*, prohibits unfair competition in the form of any unlawful, unfair or fraudulent
2 business act or practice. UCL Section 17202 provides: "Notwithstanding Section 2289 of the Civil
3 Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law
4 in case of unfair competition."

5 118. UCL Section 17203 provides that the Court may restore to any person in interest
6 any money or property which may have been acquired by means of such unfair competition. UCL
7 Section 17203 also provides that any person who meets the standing requirements of Section
8 17204 and complies with California Code of Civil Procedure Section 382 may pursue
9 representative claims for relief on behalf of others.

10 119. UCL Section 17204 allows "any person who has suffered injury in fact and has lost
11 money or property as a result of such unfair competition" to prosecute a civil action for violation
12 of the Unfair Business Practices Act.

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

18 121. Pursuant to UCL Section 17202, Plaintiff and other similarly situated employees
19 are entitled to enforce all applicable provisions of the Labor Code. Beginning at an exact date
20 unknown to Plaintiff, but at least since the date four years prior to the filing of this suit,
21 Defendants have committed acts of unfair competition as defined by the Unfair Business Practices
22 Act, by engaging in the unlawful, unfair and fraudulent practices and acts described in this
23 Complaint, including, but not limited to:

- 24 a. Failure to Pay Overtime (Cal. Lab. Code §§ 510, 558, 1194, 1198, and 2699 and Wage
25 Order No. 5-2001, Sections 3(A) and 7);
26 b. Failure to provide meal and rest break periods (Cal. Lab. Code §§ 512, 226.7, 558, and
27 2699 and Wage Order No. 5-2001, Sections 11 and 12);

28 122. By violating these statutes and regulations, the acts of Defendants constitute unfair

1 and unlawful business practices under UCL Sections 17200 *et seq.*

2 123. The violations of these laws and regulations, as well as of fundamental California
3 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
4 UCL Sections 17200 and 17203, *et seq.*

5 124. The acts and practices described above constitute unfair, unlawful and fraudulent
6 business practices, and unfair competition, within the meaning of UCL Sections 17200 and 17203,
7 *et seq.* Defendants' violation of the law and regulations described above constitutes a business
8 practice because it was done repeatedly over a significant period of time and in a systematic
9 manner to the detriment of Plaintiff and Class Members. Among other things, Defendants'
10 practices of misclassifying its employees as exempt caused Plaintiff and other similarly situated
11 workers to work long overtime hours without premium compensation. The acts and practices
12 described above have allowed Defendants to gain an unfair competitive advantage over law-
13 abiding employers and competitors.

14 125. As a direct and proximate result of the acts and practices described herein, Plaintiff
15 and Class Members have been denied compensation, in an amount to be proven at trial. Plaintiff
16 and those similarly situated have accordingly each suffered injury in fact and have lost money or
17 property as a result of Defendants' unfair, unlawful and fraudulent business practices, and unfair
18 competition.

19 126. Plaintiff and the Class Members are entitled to restitution pursuant to UCL Section
20 17203 for all wages and other compensation unlawfully withheld from employees during the four-
21 year period prior to the filing of the complaint.

22 127. Plaintiff's success in this action will enforce important rights affecting the public
23 interest. Therefore, Plaintiff sues on behalf of the general public, as well as themselves and the
24 Class Members.

25 128. An award of attorneys' fees is appropriate pursuant to California Code of Civil
26 Procedure Section 1021.5 and other applicable laws, because: 1) this action will confer a
27 significant benefit upon a large class of persons; 2) there is a financial burden involved in pursuing
28 this action; and 3) it would be against the interest of justice to force Plaintiff to pay attorneys' fees

1 from any amount recovered in this action.

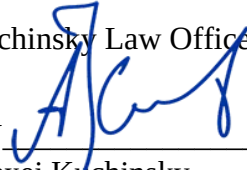
2 **VI. PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff on behalf of herself and the proposed Class demand judgment against
4 Defendants as follows:

- 5 a. For an order, pursuant to California Code of Civil Procedure Section 382, certifying this
6 action as a class action, appointing Plaintiff as Class Representative, and Plaintiff's
7 attorneys as Class Counsel;
- 8 a. All compensatory and general damages against all Defendants in an amount according
9 to proof, including unpaid overtime, premiums for missed and non-compliant meal and
10 rest periods, statutory penalties under Labor Code sections 210 and 226;
- 11 b. For a declaratory judgment that Defendants have violated California Labor Laws and
12 applicable Wage Order, as alleged herein;
- 13 a. For all applicable civil penalties pursuant to Labor Code sections 2698, *et seq.*
- 14 b. For prejudgment and post-judgment interest according to any applicable provision of
15 law, according to proof;
- 16 c. That Defendants be ordered and enjoined to pay restitution to Plaintiff and each Plaintiff
17 Class Member due to Defendants' unlawful and unfair competition, including
18 disgorgement of their wrongfully obtained profits, wrongfully withheld wages
19 according to proof, and interest thereon pursuant to Business and Professions Code
20 sections 17203 and 17204;
- 21 d. For reasonable attorneys' fees and costs of suit, pursuant to the California Labor Code
22 sections 1194, 2802, 225.5, 558, 226, and 2698 *et. seq.*
- 23 e. Other relief as this Court deems just and proper.

24 Dated: November 22, 2022

Kuchinsky Law Office, P.C.

25 BY 
26 Alexei Kuchinsky
27 KUCHINSKY LAW OFFICE, P.C.
28 Matthew S. Parmet
PARMET PC
*Attorneys for Plaintiff and proposed Class
Members*