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

CARLA RECINOS CASTILLO, individually
and on behalf of others similarly situated,

Plaintiff,

vs.

RADIANT SERVICES CORP.; HUMANITAS
HOLDINGS, INC., and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 22STCV37683

Assigned to the Hon. Lawrence P. Riff,
Department 7

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

- (1) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (4) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (5) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)

- 1 (8) Violation of Cal. Labor Code §§ 2800
2 and 2802 (Failure to Reimburse
3 Necessary Business Expenses)
4 (9) Violation of Cal. Business &
5 Professions Code § 17200, *et seq.*
6 (10) Violation of Cal. Labor Code § 2699,
7 et seq. (Private Attorneys General
8 Act)

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DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff CARLA RECINOS CASTILLO (“Plaintiff”), individually and on behalf of all members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows against Defendants RADIANT SERVICES CORP., HUMANITAS HOLDINGS, INC., and DOES 1 through 25, inclusive (“Defendants”):

JURISDICTION AND VENUE

1. This is a class and representative action brought pursuant to California Code of Civil Procedure section 382 and California Labor Code section 2698, et seq.

2. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of Los Angeles.

THE PARTIES

6. At all times herein mentioned, Plaintiff CARLA RECINOS CASTILLO was a resident of Los Angeles County in the State of California.

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1 7. At all times herein mentioned, Defendant RADIANT SERVICES CORP. was and is,
2 a corporation organized and existing under the laws of the State of California and registered to do
3 business in the State of California. At all times hereinafter mentioned, Defendant is an employer whose
4 employees are engaged throughout this county and the State of California.

5 8. At all times herein mentioned, Defendant HUMANITAS HOLDINGS, INC. was and
6 is, a corporation organized and existing under the laws of the State of California and registered to do
7 business in the State of California. At all times hereinafter mentioned, Defendant is an employer whose
8 employees are engaged throughout this county and the State of California.

9 9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
10 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
11 serve such fictitiously named Defendants once their names and capacities become known.

12 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
13 omissions alleged herein were performed by, or are attributable to, RADIANT SERVICES CORP.,
14 HUMANITAS HOLDINGS, INC., and/or DOES 1 through 25, each acting as the agent, employee,
15 alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
16 within the course and scope of such agency, employment, joint venture, or concerted activity with
17 legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in
18 accordance with Defendants' official policy.

19 11. At all relevant times, Defendants were the employers of Plaintiff within the meaning
20 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
21 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
22 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

23 12. Defendants had the authority to hire and terminate Plaintiff and the other class
24 members and aggrieved employees, to set work rules and conditions governing Plaintiff and the
25 other class members and aggrieved employees' employment, and to supervise their daily
26 employment activities.

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13. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members and aggrieved employees' employment for them to be joint employers of Plaintiff and the other class members and aggrieved employees.

14. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members and aggrieved employees.

15. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

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

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

GENERAL ALLEGATIONS

18. Defendants, jointly and severally, employed Plaintiff at their location in Gardena, California, in the County of Los Angeles. Plaintiff performed various duties mostly related to Defendants' laundry services, such as washing laundry, folding laundry, carrying inventory, and other services related thereto.

19. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, hiring Plaintiff and class members at one rate while paying them at a lower rate, requiring Plaintiff and the class members and aggrieved employees to work off the clock without compensation, failing to properly pay overtime wages and minimum wages for all hours worked, failing to provide all meal and rest breaks to which they were entitled, failing to timely pay wages during employment and upon termination of employment, failing to provide accurate wage statements, failing to reimburse necessary business-related expenses and failing to adhere to other related protections afforded by the California Labor

Code and applicable Industrial Welfare Commission Wage Order.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the applicable IWC Wage Order, that Plaintiff and the other class members and aggrieved employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving minimum wages for all hours worked.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants implemented time rounding practices that were not neutral and that said practices were designed to consistently round time in Defendants' favor, ensuring the underpayment of wages, including minimum and overtime wages, to Plaintiff and the other class members and aggrieved employees. Defendants also implemented policies that prohibited Plaintiff and the class members and aggrieved employees and aggrieved employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the other class members and aggrieved employees all wages owed.

22. Plaintiff and the other class members and aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, Plaintiff and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that pursuant to California Labor Code sections 226.7 and 512, and the applicable IWC Wage Order, Plaintiff and the other class members and aggrieved employees were entitled to receive a meal period or payment of one (1) additional hour of pay at their regular rate of compensation when they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of more than five hours per day and that Plaintiff and the other class members and aggrieved employees were entitled to receive a second meal period or payment of one (1) additional hour of pay at their regular rate of compensation when they were not provided with an uninterrupted

1 second meal period of no less than thirty (30) minutes for a work period of more than ten (10) hours
2 per day. However, Plaintiff and the other class members and aggrieved employees did not receive all
3 meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when
4 a meal period was missed, shortened, taken late, and/or interrupted.

5 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
6 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
7 Wage Order, Plaintiff and the other class members and aggrieved employees were entitled to receive
8 all rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when
9 they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every
10 four hours, or major fraction thereof, worked. However, Plaintiff and the other class members and
11 aggrieved employees did not receive all rest periods or payment of one (1) additional hour of pay at
12 their regular rate of compensation when a rest period was missed, shortened, taken late, and/or
13 interrupted.

14 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known that they were required to timely pay all wages owed to Plaintiff and the other
16 class members and aggrieved employees at the correct rate of pay. Defendants advertised and hired
17 Plaintiff and other class members to work at the rates of pay higher than the rate of pay at which
18 Defendants actually paid Plaintiff and other class members. Defendants continued to pay Plaintiff less
19 than the rate at which Plaintiff was hired, even after Plaintiff brought the inaccuracy to Defendants'
20 attention, and on information and belief, other class members were subject to the same practice by
21 Defendants of hiring class members and aggrieved employees at one rate and paying them at a lesser
22 rate. Plaintiff and class members and aggrieved employees were induced to take employment at one
23 rate but were paid at a lower rate. The improper lower payments were not fixed, affecting, among
24 other things, overtime compensation, any premiums paid, and final wages.

25 27. Throughout the time period involved in this case, Defendants regularly failed to pay
26 Plaintiff and the class members and aggrieved employees all wages within any time permissible under
27 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should
28 have known that Plaintiff and the class members and aggrieved employees were entitled to receive all

1 wages owed to them during their employment. Plaintiff and the class members and aggrieved
2 employees did not receive payment of all wages, including overtime compensation, minimum wages,
3 and meal and rest period premiums.

4 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
5 or should have known that they were required to provide Plaintiff and the other class members and
6 aggrieved employees with
7 complete and accurate itemized wage statements pursuant to California Labor Code section 226(a)
8 but failed to do so.

9 29. Throughout the time period involved in this case, Defendants regularly failed to keep
10 complete or accurate payroll records for Plaintiff and the class members and aggrieved employees.
11 Defendants knew or should have known that Defendants were required to keep complete and accurate
12 payroll records for Plaintiff and the class members and aggrieved employees in accordance with
13 California law, but, in fact, did not keep complete and accurate payroll records.

14 30. Throughout the time period involved in this case, Defendants regularly failed to
15 maintain accurate records relating to Plaintiff's and the class members' work periods, meal periods,
16 total daily hours, hours per pay period, and applicable pay rates.

17 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
18 should have known that Plaintiff and the other class members and aggrieved employees were entitled
19 to receive all wages upon termination of employment, including, without limitation, overtime wages,
20 minimum wages, meal period premium wages, and rest period premium wages, and that they did not
21 receive payment of all wages upon termination of employment in violation of California Labor Code
22 sections 201 and 202.

23 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
24 should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and the
25 other class members and aggrieved employees were entitled to reimbursement for necessary business-
26 related expenses, but, in fact, did not reimburse them for necessary business-related expenses.

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33. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff and the class pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, in order to increase Defendant's profits.

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this lawsuit as a class action on behalf of herself and all others similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements under California Code of Civil Procedure section 382.

35. The proposed class is defined as follows:

All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of this Complaint until final judgment.

36. Plaintiff reserves the right to establish additional subclasses as appropriate.

37. There is a well-defined community of interest in the litigation and the Class is easily ascertainable.

38. The Class is so numerous that the individual joinder of all its members is impracticable. While the exact number and identities of class members are unknown to Plaintiff at this time, the exact numbers of class members and their identities can be ascertained through appropriate discovery from records maintained by Defendants and their agents.

39. Common questions of fact and law exist as to all class members, which predominate over any questions affecting only individual members of the Class. The common legal and factual questions which do not vary from class member to class member, and which may be determined without reference to the individual circumstances of any class member include, but are not limited to, the following:

i. Whether Defendants had a policy and practice of failing to pay minimum wages to Plaintiff and the other class members and aggrieved employees for all hours worked;

- ii. Whether Defendants had a policy and practice of failing to pay overtime wages to Plaintiff and the other class members and aggrieved employees for all overtime hours worked;
- iii. Whether Defendants had a policy and practice of failing to provide meal periods to Plaintiff and the other class members and aggrieved employees;
- iv. Whether Defendants had a policy and practice of failing to provide rest periods to Plaintiff and the other class members and aggrieved employees;
- v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in the State of California for all hours worked, and for all missed, short, late, and/or interrupted meal periods and rest breaks;
- vi. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in the State of California for all hours worked at the rate at which said employees were hired;
- vii. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members and aggrieved employees during their employment;
- viii. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- ix. Whether Defendants failed to pay all wages due to Plaintiff and the other class members and aggrieved employees within the required time upon their discharge or resignation;
- x. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- xi. Whether Defendants failed to reimburse Plaintiff and the other class members and aggrieved employees for necessary business-related expenses and costs;
- xii. Whether Defendants' conduct was willful or reckless;
- xiii. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- xiv. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

xv. Whether Plaintiff and the other class members and aggrieved employees are entitled to compensatory damages pursuant to the California Labor Code.

40. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

41. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

42. 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.

PAGA ALLEGATIONS

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

44. At all times set forth herein, 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 California Labor & Workforce Development Agency ("LWDA")

1 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
2 brought by an aggrieved employee on behalf of himself and other current or former employees
3 pursuant to procedures outlined in California Labor Code section 2699.3.

4 45. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
5 any person that was employed by the alleged violator and against whom one or more of the alleged
6 violations was committed.

7 46. Plaintiff was employed by Defendants and the alleged violations were committed
8 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and
9 the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c)
10 in that they are current or former employees of Defendants and one or more of the alleged violations
11 were committed against them.

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

15 (a) The aggrieved employee shall give written notice by certified mail
16 (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific
17 provisions of the Labor Code alleged to have been violated, including the facts and
18 theories to support the alleged violations.

19 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
20 employer and the aggrieved employee by certified mail that it does not intend to
21 investigate the alleged violation within sixty (60) calendar days of the postmark date of
22 the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is
23 not provided within sixty-five (65) calendar days of the postmark date of the
24 Employee’s Notice, the aggrieved employee may commence a civil action pursuant to
25 California Labor Code section 2699 to recover civil penalties in addition to any other
26 penalties to which the employee may be entitled.

27 48. On November 28, 2022, Plaintiff provided notice by electronic submission to the
28 LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged

1 to have been violated, including the facts and theories to support the alleged violations, pursuant to
2 Labor Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five calendar days
3 of providing the Employee's Notice.

4 49. Therefore, the administrative prerequisites under California Labor Code section
5 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
6 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
7 1197.1, 2800, 2802, and the applicable IWC Wage Orders have been satisfied.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1**

10 **Failure to Pay Minimum Wage**

11 **(Against All Defendants and DOES 1 – 25)**

12 50. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 51. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
15 that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
16 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
17 Plaintiff and the other class members and aggrieved employees were not paid the appropriate
18 minimum wage for all of the hours they worked. Plaintiff and the other class members and aggrieved
19 employees were not paid the minimum wage for work performed beyond their scheduled shifts, and
20 the wages paid to them were not sufficient to compensate them for all hours they worked at a minimum
21 wage rate on a cumulative basis.

22 52. Defendants failed to pay Plaintiff and the other class members and aggrieved
23 employees all time earned at the minimum wage rate, by (1) requiring Plaintiff and class members to
24 walk for several minutes through Employer's premises before reaching a location where Plaintiff and
25 class members were permitted to clock-in or out; (2) requiring off-the-clock work during meal and
26 rest periods, including second meal periods and third rest periods; (3) contacting Plaintiff and class
27 members on their cell phones outside of work hours to discuss work matters; and (4) paying Plaintiff

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1 and class members at less than the agreed upon rate at hire, thus ensuring that the overtime rate would
2 be inadequate.

3 53. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
4 and the other class members and aggrieved employees for all hours they worked in violation of
5 California Labor Code sections 1194, 1197, and 1197.1.

6 54. Defendants' failure to pay Plaintiff and the other class members and aggrieved
7 employees the minimum wage as required violates California Labor Code sections 1194, 1197 and
8 1197.1. Pursuant to those sections, Plaintiff and the other class members and aggrieved employees
9 are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest,
10 costs, and attorney's fees.

11 55. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
12 members and aggrieved employees are entitled to recover liquidated damages in an amount equal to
13 the wages unlawfully unpaid and interest thereon.

14 **SECOND CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

16 **Unpaid Overtime**

17 **(Against All Defendants and DOES 1 – 25)**

18 56. Plaintiff incorporates herein by specific reference, as though fully set forth, the
19 allegations in all preceding paragraphs.

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

24 58. Specifically, the applicable IWC Wage Order provides that Defendants were required
25 to pay Plaintiff and the other class members and aggrieved employees at the rate of time-and-one-half
26 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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1 59. The applicable IWC Wage Order further provides that Defendants were required to pay
2 Plaintiff and the other class members and aggrieved employees overtime compensation at a rate of
3 two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

9 61. During the relevant time period, Plaintiff and the other class members and aggrieved
10 employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a
11 day, and/or in excess of forty (40) hours in a week. However, Defendants did not record Plaintiff and
12 the other class members and aggrieved employees' actual hours worked and intentionally and willfully
13 failed to pay all overtime wages owed to Plaintiff and the other class members and aggrieved
14 employees. Defendants' failure to pay overtime wages included, *inter alia*, requiring Plaintiff and the
15 other class members and aggrieved employees to (1) walk for several minutes through Employer's
16 premises before reaching a location where Plaintiff and class members were permitted to clock-in or
17 out; (2) requiring off-the-clock work during meal and rest periods, including second meal periods and
18 third rest periods; (3) contacting Plaintiff and class members on their cell phones outside of work hours
19 to discuss work matters; and (4) paying Plaintiff and class members at less than the agreed upon rate
20 at hire, thus ensuring that the overtime rate would be inadequate.

21 62. Defendants' failure to pay Plaintiff and the other class members and aggrieved
22 employees as outlined above violates California Labor Code sections 510 and 1198 and is therefore
23 unlawful.

24 63. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
25 and aggrieved employees are entitled to recover their unpaid overtime compensation, as well as
26 interest, costs, and attorneys' fees.

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1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

3 **Failure to Provide Meal Periods**

4 **(Against All Defendants and DOES 1 – 25)**

5 64. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 65. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
8 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other class members and
9 aggrieved employees' employment by Defendants.

10 66. At all relevant times herein set forth, California Labor Code section 226.7 provides that
11 no employer shall require an employee to work during any meal period mandated by an applicable
12 IWC Order.

13 67. At all relevant times herein set forth, California Labor Code section 512(a) provides
14 that an employer may not require, cause, or permit an employee to work for a period of more than five
15 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
16 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
17 the meal period may be waived by mutual consent of both the employer and the employee.

18 68. At all relevant times, California Labor Code section 512(a) further provides that an
19 employer may not require, cause, or permit an employee to work a work period of more than ten (10)
20 hours per day without providing the employee with a second uninterrupted meal period of not less
21 than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second
22 meal period may be waived by mutual consent of the employer and the employee only if the first meal
23 period was not waived.

24 69. During the relevant time period, Plaintiff and the other class members and aggrieved
25 employees who were scheduled to work for a period of time no longer than six (6) hours, and who did
26 not waive their legally-mandated meal periods by mutual consent, were required to work for periods
27 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

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1 70. During the relevant time period, Plaintiff and the other class members and aggrieved
2 employees who were scheduled to work for a period of time in excess of ten (10) hours but no longer
3 than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent,
4 were required to work for periods longer than ten (10) hours without an uninterrupted meal period of
5 not less than thirty (30) minutes.

6 71. During the relevant time period, Defendants intentionally and willfully required
7 Plaintiff and the other class members and aggrieved employees to work during meal periods and failed
8 to compensate Plaintiff and the other class members and aggrieved employees for work performed
9 during meal periods. As a result, Plaintiff worked through meal periods, took late meal periods, took
10 interrupted meal periods, or took short meal periods, if at all. Defendants failed to provide proper meal
11 periods, and any meal periods provided were late, short, interrupted, took place in settings wherein
12 Defendants did not allow Plaintiff or class members to leave Defendants' premises, or the meal periods
13 were otherwise non-compliant with California law.

14 72. During the relevant time period, Defendants failed to pay Plaintiff and the other class
15 members and aggrieved employees all meal period premiums due pursuant to California Labor Code
16 section 226.7 and 512. Defendants' conduct violates applicable IWC Wage Order(s), and California
17 Labor Code sections 226.7 and 512(a).

18 73. Pursuant to the applicable IWC Wage Order and California Labor Code section
19 226.7(b), Plaintiff and the other class members and aggrieved employees are entitled to recover from
20 Defendants one additional hour of pay at their regular rate of compensation for
21 each workday that a meal period was not provided.

22 **FOURTH CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE SECTION 226.7**

24 **Failure to Provide Rest Periods**

25 **(Against All Defendants and DOES 1 – 25)**

26 74. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in all preceding paragraphs.

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1 75. At all relevant times herein set forth, the applicable IWC Wage Order and California
2 Labor Code section 226.7 were applicable to Plaintiff and the other class members and aggrieved
3 employees' employment by Defendants.

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

7 77. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
8 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
9 the middle of each work period" and that the "rest period time shall be based on the total hours worked
10 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
11 the total daily work time is less than three and one-half (3½) hours.

12 78. Pursuant to the applicable IWC Wage Order and California Labor Code section
13 226.7(b), Plaintiff and the other class members and aggrieved employees were entitled to recover from
14 Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each
15 workday that the rest period was not provided.

16 79. During the relevant time period, Defendants required Plaintiff and the other class
17 members and aggrieved employees to work three and one-half (3 ½) or more hours without authorizing
18 or permitting a ten (10) minute rest period per each four (4) hour period, or major fraction thereof,
19 worked. Defendants failed to authorize and permit Plaintiff and class members' third legally-complaint
20 10-minute rest period on days where Plaintiff and other class members worked more than ten (10)
21 hours in a day.

22 80. During the relevant time period, Defendants willfully required Plaintiff and the other
23 class members and aggrieved employees to work during rest periods. Defendants failed to relieve
24 Plaintiff and the other class members and aggrieved employees of all duties such that they could take
25 compliant rest breaks. As a result, Plaintiff worked through rest periods, took late rest periods, took
26 interrupted rest periods, or took short rest periods, if at all. Defendants failed to provide proper rest
27 periods, and any rest periods provided were late, short, interrupted, took place in settings wherein
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1 Defendants did not allow Plaintiff or class members to leave Defendants' premises, or the rest periods
2 were otherwise non-compliant with California law.

3 81. Defendants also had no policy and/or practice to pay a premium when rest periods were
4 missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus
5 failed to pay Plaintiff and the other class members and aggrieved employees the full rest period
6 premium due in violation of California Labor Code section 226.7.

7 82. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
8 Code section 226.7.

9 83. Pursuant to the applicable IWC Wage Orders and California Labor Code section
10 226.7(c), Plaintiff and the other class members and aggrieved employees are entitled to recover from
11 Defendants one additional hour of pay at their regular rate of compensation for
12 each workday that a rest period was not provided.

13 **FIFTH CAUSE OF ACTION**

14 **VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210**

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

16 **(Against All Defendants and DOES 1 – 25)**

17 84. Plaintiff incorporates herein by specific reference, as though fully set forth, the
18 allegations in all preceding paragraphs.

19 85. At all times herein set forth, California Labor Code section 204 provides that all wages
20 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar
21 month, other than those wages due upon termination of an employee, are due and payable between the
22 16th and 26th day of the month during which the labor was performed.

23 86. At all times herein set forth, California Labor Code section 204 provides that all wages
24 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar
25 month, other than those wages due upon termination of an employee, are due and payable between the
26 1st and the 10th day of the following month.

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87. 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.

88. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and other class members all wages due to them, within any time period permissible under California Labor Code section 204.

89. During the relevant time period, Plaintiff and other class members were hired at one rate and paid at another, lower rate. Plaintiff was hired at a rate of \$16.50 per hour and accepted employment from Defendants based upon that rate. Defendants, thereafter, consistently paid Plaintiff at a lower rate and did not change Plaintiff's rate of pay despite being made aware of the pay error. Defendants violated California Labor Code section 204(a). On information and belief, other class members were subject to the same practice by Defendants of being hired at one rate and thereafter, being intentionally paid at a lesser rate.

90. Plaintiff and other class members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226(a)

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

91. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

92. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

93. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members and aggrieved employees with complete and accurate wage statements. The

1 deficiencies include, among other things, the failure to state all hours worked, the failure to state the
2 actual gross wages earned, and the correct rates of pay. Accordingly, Defendants violated California
3 Labor Code 226(a).

4 94. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
5 and the other class members and aggrieved employees have suffered injury and damage to their
6 statutorily protected rights.

7 95. Specifically, Plaintiff and the other class members and aggrieved employees have been
8 injured by Defendants' intentional violation of California Labor Code section 226(a) because they
9 were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized
10 wage statements under California Labor Code section 226(a). In addition, because Defendants failed
11 to provide the accurate number of total hours worked on wage statements, Plaintiff and the other class
12 members and aggrieved employees been prevented by Defendants from determining if all hours
13 worked were paid and the extent of the underpayment. Plaintiff had to file this lawsuit, and will further
14 have to conduct discovery, reconstruct time records, and perform computations in order to analyze
15 whether in fact Plaintiff and the other class members and aggrieved employees were paid correctly
16 and the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff
17 would not have had to engage in these efforts and incur these costs had Defendants provided the
18 accurate number of total hours worked. This has also delayed Plaintiff's ability to demand and recover
19 the underpayment of wages from Defendants.

20 96. Plaintiff and the other class members and aggrieved employees are entitled to recover
21 from Defendants the greater of their actual damages caused by Defendants' failure to comply with
22 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars
23 (\$4,000).

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1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

3 **Failure to Reimburse Necessary Business Expenses**

4 **(Against All Defendants and DOES 1 – 25)**

5 102. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

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

11 104. Plaintiff and the other class members and aggrieved employees incurred necessary
12 business-related expenses and costs that were not fully reimbursed by Defendants, including, but not
13 limited to the use of personal cell phones for work-related purposes. Defendants allowed Plaintiff and
14 class members to make expenditures, such as receiving calls on personal mobile devices for work
15 purposes, for Defendant's benefit without reimbursement to Plaintiff or the other class members.

16 105. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
17 members and aggrieved employees for all necessary business-related expenses and costs. Plaintiff and
18 the other class members and aggrieved employees are entitled to recover from Defendants their
19 business-related expenses and costs incurred during the course and scope of her employment, plus
20 interest accrued from the date on which Plaintiff and the other class members and aggrieved employees
21 incurred the necessary expenditures at the same rate as judgments in civil actions in the State of
22 California.

23 **NINTH CAUSE OF ACTION**

24 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET. SEQ.***

25 **Unfair and Unlawful Business Practices**

26 **(Against All Defendants and DOES 1 – 25)**

27 106. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in all preceding paragraphs.

1 107. Each and every one of Defendants' acts and omissions in violation of the California
2 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
3 Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay
4 minimum wages, Defendants' failure and refusal to provide required meal periods, Defendants' failure
5 and refusal to provide required rest periods, Defendants' failure to timely pay wages at the correct rate
6 during employment, Defendants' failure and refusal to furnish accurate itemized wage statements,
7 Defendants' failure and refusal to reimburse business-related expenses, and Defendants' failure to
8 timely pay wages upon termination constitutes an unfair and unlawful business practice under
9 California Business and Professions Code § 17200 *et seq.*

10 108. Defendants' violations of California wage and hour laws constitute an unfair and
11 unlawful business practice because Defendants' aforementioned acts and omissions were done
12 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff
13 and the other class members and aggrieved employees.

14 109. Defendants have avoided payment of overtime wages, minimum wages, meal period
15 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
16 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
17 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to
18 the state authorities under the California Labor Code and other applicable regulations.

19 110. As a result of Defendants' unfair and unlawful business practices, Defendants have
20 reaped unfair and illegal profits during Plaintiff and the other class members and aggrieved employees'
21 tenure at the expense of Plaintiff, the other class members, and members of the public. Defendants
22 should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and the other class
23 members and aggrieved employees.

24 111. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class
25 members and aggrieved employees to seek preliminary and permanent injunctive relief, including but
26 not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class
27 members and aggrieved employees the wages and other compensation unlawfully withheld from them.

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1 Plaintiff and the other class members and aggrieved employees are entitled to restitution of all monies
2 to be disgorged from Defendants in an amount according to proof at the time of trial.

3 **TENTH CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 2699, Et Seq.**

5 **(Against All Defendants. and DOES 1-25)**

6 112. Plaintiff incorporates herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

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

13 114. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
14 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
15 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

16 115. Plaintiff and the other hourly-paid, non-exempt employees are “aggrieved employees”
17 as defined by California Labor Code section 2699(c) in that they are all current or former employees
18 of Defendants, and one or more of the alleged violations were committed against them.

19 116. Defendants’ conduct, as alleged herein, violates numerous sections of the California
20 Labor Code, including, but not limited to, the following:

21 (a) Violation of California Labor Code sections 510 and 1198 for failure to
22 pay overtime wages, as set forth more fully below;

23 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for
24 failure to pay minimum wages, as set forth more fully below;

25 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure
26 to provide legally required meal periods, as set forth more fully below;

27 (d) Violation of California Labor Code section 226.7 for failure to provide
28 legally required rest periods, as set forth more fully below;

1 (e) Violation of California Labor Code section 204 for failure to timely pay
2 wages to Plaintiff and aggrieved employees during employment, as set forth more fully
3 before;

4 (f) Violation of California Labor Code sections 201, 202, and 203 for failure
5 to pay all wages at time of discharge from employment, as set forth more fully below;

6 (g) Violation of California Labor Code section 226(a) for failure to provide
7 accurate wage statements to Plaintiff and aggrieved employees, as set forth more fully
8 below;

9 (h) Violation of California Labor Code section 1174(d) for failure to keep
10 complete and accurate payroll records relating to Plaintiff and aggrieved employees, as
11 set forth more fully below; and

12 (i) Violation of California Labor Code sections 2800 and 2802 for failure to
13 reimburse Plaintiff and aggrieved employees for necessary business-related expenses,
14 as set forth more fully below.

15 117. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
16 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
17 civil penalties for Plaintiff, all aggrieved employees, and the State of California against Defendants,
18 in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to
19 California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be
20 distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and
21 education of employers and employees about their rights and responsibilities and twenty-five (25%)
22 to the aggrieved employees. Further, and as authorized by the California Labor Code sections 210,
23 218.5, and 2699, Plaintiff seeks recovery of his attorneys' fees and costs.

24 **Failure to Pay Overtime Wages**

25 118. California Labor Code section 1198 and the applicable IWC Wage Order have provided
26 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-
27 half or two-times that person's regular rate of pay, depending on the number of hours worked by the
28 person on a daily or weekly basis.

1 119. Specifically, the applicable IWC Wage Order provides that Defendants are and were
2 required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than
3 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
4 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

5 120. The applicable IWC Wage Order further provides that Defendants are and were
6 required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than
7 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

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

13 122. During the relevant time period, Plaintiff and aggrieved employees regularly worked
14 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
15 (40) hours in a week performing work duties “off-the-clock,” including, but not limited to, amongst
16 other things, requiring Plaintiff and the other class members to respond to Employer, co-workers,
17 supervisors on work-related requests during purported meal breaks, walk a lengthy distance before
18 and after being able to clock in/out, and needing to respond to work communications outside of
19 clocked in hours.

20 123. Defendants’ failure to pay Plaintiff and aggrieved employees the unpaid balance of
21 overtime compensation, as required by California law, violates the provisions of California Labor
22 Code sections 510 and 1198, and is therefore unlawful.

23 **Failure to Pay Minimum Wages**

24 124. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have
25 provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to
26 employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants’ failure
27 to pay minimum wages included, *inter alia*, Defendants’ failure to pay Plaintiff and the aggrieved
28 employees any wages for time spent working “off-the-clock” performing duties including, but not

1 limited to, amongst other things, requiring Plaintiff and the other class members to walk for several
2 minutes through the premises before reaching their work location where they were permitted to clock
3 in and out, requiring off-the-clock work during meal and rest periods, and contacting employees on
4 their personal cellphones outside of work hours to discuss work matters. Accordingly, Defendants
5 regularly failed to pay at least minimum wages to Plaintiff and aggrieved employees for all of the
6 hours they worked in violation of California Labor Code sections 1194, 1197 and 1197.1.

7 125. Defendants' failure to pay Plaintiff and aggrieved employees the minimum wage as
8 required violates California Labor Code sections 1194, 1197 and 1197.1.

9 **Failure to Provide Meal Periods**

10 126. At all relevant times herein set forth, California Labor Code section 226.7 has provided
11 that no employer shall require an employee to work during any meal period mandated by an applicable
12 IWC Order.

13 127. At all relevant times herein set forth, California Labor Code section 512(a) has
14 provided that an employer may not require, cause, or permit an employee to work for a period of more
15 than five (5) hours per day without providing the employee with a meal period of not less than thirty
16 (30) minutes, except that if the total work period per day of the employee is not more than six (6)
17 hours, the meal period may be waived by mutual consent of both the employer and the employee.

18 128. During the relevant time period, Plaintiff and aggrieved employees who were
19 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally
20 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
21 without a meal period of not less than thirty (30) minutes.

22 129. During the relevant time period, Plaintiff and the aggrieved employees,
23 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
24 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
25 minutes.

26 130. During the relevant time period, Plaintiff and the aggrieved employees,
27 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
28 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were

1 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
2 not less than thirty (30) minutes.

3 131. During the relevant time period, Plaintiff and the aggrieved employees,
4 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
5 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
6 thirty (30) minutes.

7 132. During the relevant time period, Defendants willfully required Plaintiff and the
8 aggrieved employees to work during meal periods and failed to compensate Plaintiff and aggrieved
9 employees for work performed during meal periods. By way of example, Defendants failed to relieve
10 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
11 worked through mandated meal periods.

12 133. Defendants failed to pay Plaintiff and the aggrieved employees the full meal period
13 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
14 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
15 to incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
16 employees in the regular rate of compensation.

17 134. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
18 Code sections 226.7 and 512(a).

19 **Failure to Provide Rest Periods**

20 135. At all relevant times, California Labor Code section 226.7 has provided that no
21 employer shall require an employee to work during any rest period mandated by an applicable order
22 of the California IWC.

23 136. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
24 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
25 the middle of each work period" and that the "rest period time shall be based on the total hours worked
26 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
27 the total daily work time is less than three and one-half (3½) hours.

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1 137. Pursuant to the applicable IWC Wage Order and California Labor Code section
2 226.7(b), Plaintiff and the aggrieved employees are entitled to recover from Defendants one (1)
3 additional hour of pay at the employee's regular hourly rate of compensation for each workday that
4 the rest period was not provided.

5 138. During the relevant time period, Defendants required Plaintiff and the aggrieved
6 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
7 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
8 period, Defendants willfully required Plaintiff and the aggrieved employees to work during rest
9 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
10 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

11 139. Defendants failed to pay Plaintiff and aggrieved employees the full rest period premium
12 due in violation of California Labor Code sections 226.7 and 512 on each occasion when a timely,
13 uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
14 incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
15 employees in the regular rate of compensation.

16 140. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
17 Code section 226.7.

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

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

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

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

4 144. During the relevant time period, Defendants intentionally and willfully failed to pay
5 Plaintiff and the aggrieved employees all wages due to them, within any time period permissible under
6 California Labor Code section 204, including wages for overtime compensation, minimum wage
7 compensation, meal period premiums, rest period premiums, and gratuities.

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

9 145. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
10 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
11 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
12 at the time of discharge are due and payable immediately. California Labor Code section 202 mandates
13 that if an employee quits, his or her wages shall become due and payable not later than seventy-two
14 (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
15 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

21 147. At the time that Plaintiff and the aggrieved employees' employment with Defendants
22 ended, Defendants knowingly and willfully failed to pay Plaintiff and the aggrieved employees all
23 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
24 limitation, overtime wages, minimum wages, meal period premium wages, rest period premium
25 wages, and gratuities.

26 **Failure to Provide Compliant Wage Statements**

27 148. At all relevant times set forth herein, California Labor Code section 226(a) provides
28 that every employer shall furnish each of its employees an accurate itemized statement in writing

1 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
2 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
3 deductions, provided that all deductions made on written orders of the employee may be aggregated
4 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
5 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
6 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
7 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
8 The deductions made from payments of wages shall be recorded in ink or other indelible form,
9 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
10 deductions shall be kept on file by the employer for at least three years at the place of employment or
11 at a central location within the State of California.

12 149. Defendants have intentionally and willfully failed to provide employees with complete
13 and accurate wage statements. The deficiencies include, among other things, the failure to state all
14 correct rates of pay, all hours worked, all meal period premium wages earned, all rest period premium
15 wages earned, and all gratuities earned.

16 **Failure to Keep Requisite Payroll Records**

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

24 151. Defendants have intentionally and willfully failed to keep accurate and complete
25 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the aggrieved
26 employees.

27 152. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
28 and the aggrieved employees have suffered injury and damage to their statutorily-protected rights.

1 153. More specifically, Plaintiff and the aggrieved employees have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
3 were denied both their legal right and protected interest, in having available, accurate and complete
4 payroll records pursuant to California Labor Code section 1174(d).

5 **Failure to Reimburse Necessary Business Expenses**

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

10 155. Plaintiff and the aggrieved employees incurred necessary business-related expenses
11 and costs that were not fully reimbursed by Defendants, including, but not limited to, the usage of
12 personal cell phones for work-related purposes.

13 156. Defendants intentionally and willfully failed to reimburse Plaintiff and the aggrieved
14 employees for all necessary business-related expenses and costs.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

17 **PRAYER FOR RELIEF**

18 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
19 Defendants, jointly and severally, as follows:

20 **Class Certification**

- 21 1. That this action be certified as a class action;
22 2. That Plaintiff be appointed as the representative of the Class;
23 3. That counsel for Plaintiff be appointed as Class Counsel; and
24 4. That Defendants provide to Class Counsel immediately the names and most current/last
25 known contact information (address, e-mail and telephone numbers) of all class members.

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As to the First Cause of Action

5. 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 Plaintiff and the other class members and aggrieved employees;

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

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

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

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

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

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

As to the Second Cause of Action

12. 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 Plaintiff and the other class members and aggrieved employees;

13. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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

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

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 sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal

periods, (including second meal periods) to Plaintiff and the other class members and aggrieved employees;

18. That the Court make an award to Plaintiff and the other class members and aggrieved employees of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal 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;

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

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

As to the Fourth Cause Action

24. 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 Plaintiff and the other class members and aggrieved employees;

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

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

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

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

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 section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

31. For statutory penalties pursuant to California Labor Code section 210;

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

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As to the Sixth Cause of Action

33. 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 Plaintiff and the other class members and aggrieved employees, and willfully failed to provide accurate itemized wage statements thereto;

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

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

36. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g);

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

As to the Seventh Cause of Action

38. 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 Plaintiff and the other class members and aggrieved employees no longer employed by Defendants;

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

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

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

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

As to the Eight Cause of Action

43. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members

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1 and aggrieved employees for all necessary business-related expenses as required by California Labor
2 Code sections 2800 and 2802;

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

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

5 46. For punitive damages and/or exemplary damages according to proof at trial;

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

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

8 **As to the Ninth Cause of Action**

9 49. That the Court declare, adjudge and decree that Defendants violated the following
10 California Labor Code sections as to Plaintiff and the other class members and aggrieved employees:
11 510 and 1198 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum
12 wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof);
13 204 (by failing to timely pay wages during employment); 226(a) (by failing to provide accurate wage
14 statements); and 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and
15 2802 (by failing to reimburse business-related expenses);

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

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

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

23 53. For injunctive relief to ensure compliance with this section, pursuant to California
24 Business and Professions Code sections 17200, *et seq.*

25 **As to the Tenth Cause of Action**

26 54. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g),
27 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204,
28 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

1 55. For such other and further relief as the Court may deem proper.

2
3 DATED: February 28, 2023

BLACKSTONE LAW, APC

4
5 By: _____



6 Jonathan M. Genish, Esq.
7 Barbara DuVan-Clarke, Esq.
8 Alexander K. Spellman, Esq.

9 Attorneys for Plaintiff
10 CARLA RECINOS CASTILLO

PROOF OF SERVICE

Carla Recinos Castillo v. Radiant Services Corp., et al. - Case No. 22STCV37683

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Stephany Sinaguinan, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On February 28, 2023, I served a copy of the following document(s):

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698 ET SEQ.

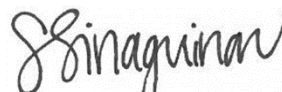
on the interested parties as follows:

Brian R. Weilbacher Brier Miron Setlur LightGabler 760 Paseo Camarillo, Suite 300 Camarillo, CA 93010 Telephone: (805) 248-7208 Fax: (805) 248-7209 E-mails: bweilbacher@lightgablerlaw.com bsetlur@lightgablerlaw.com ldiaz@lightgablerlaw.com <i>Attorneys for Defendant Radiant Services Corp.</i>	David S. Binder Zena M. Kalioundji BINDER AND KALIOUNDJI, LLP 21021 Devonshire Street, Suite 101 Chatsworth, California 91311 Telephone: (818) 479-7679 Fax: (818) 479-7690 E-mails: david@binderkal.com zena@binderkal.com <i>Attorneys for Defendant Humanitas Holdings, Inc.</i>
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☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the addressee(s) listed above via email from email address ssina@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 28, 2023 at Beverly Hills, California.



Stephany Sinaguinan