

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 Charlotte Mikat-Stevens (SBN 327047)
E-mail: cmikat-stevens@moonlawgroup.com
4 **MOON LAW GROUP, PC**
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
5 Telephone: (213) 232-3128
6 Facsimile: (213) 232-3125

7 *Attorneys for Plaintiffs*
PAMELA LAURA LANE and NORMAN WHITE

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

10
11 PAMELA LAURA LANE and NORMAN
12 WHITE, individually, and on behalf of all others
similarly situated,

13 Plaintiffs,

14 vs.

15
16 SIERRA NEVADA MEMORIAL-MINERS
17 HOSPITAL, a California corporation; and DOES
1 through 10, inclusive,

18 Defendants

FILED/ENDORSED

JUL 26 2023

By: T. Crowther
Deputy Clerk

Case No.: 34-2022-00329578

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties under PAGA [Cal. Lab. Code §§ 2698, et seq.].

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

INTRODUCTION & PRELIMINARY STATEMENT.....	1
THE PARTIES	3
A. Plaintiffs	3
B. Defendants	3
ALLEGATIONS COMMON TO ALL CAUSES OF ACTION	4
CLASS ACTION ALLEGATIONS	8
FIRST CAUSE OF ACTION	12
SECOND CAUSE OF ACTION	13
THIRD CAUSE OF ACTION	14
FOURTH CAUSE OF ACTION	15
FIFTH CAUSE OF ACTION	16
SIXTH CAUSE OF ACTION	16
SEVENTH CAUSE OF ACTION	18
EIGHTH CAUSE OF ACTION	19
NINTH CAUSE OF ACTION	22
PRAYER FOR RELIEF	24
DEMAND FOR JURY TRIAL	28

1 Plaintiffs Pamela Laura Lane and Norman White ("Plaintiffs"), based upon facts that
2 either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants Sierra Nevada Memorial-Miners
6 Hospital and Does 1 through 10 (collectively referred to as "Defendants") for California Labor
7 Code violations and unfair business practices stemming from Defendants' failure to pay
8 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to maintain accurate records of hours worked and meal
10 periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary
11 business expenses, and failure to furnish accurate wage statements.

12 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a
13 class action on behalf of themselves and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the "Class" or "Class Members" and defined more fully
15 below). The Class consists of Plaintiffs and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Plaintiff Pamela Laura Lane brings the Ninth Cause of Action as a representative
19 action under the California Private Attorney General Act ("PAGA") to recover civil penalties that
20 are owed to Plaintiff Pamela Laura Lane, the State of California, and past and present hourly-paid,
21 non-exempt employees of Defendants who worked in California during the applicable statute of
22 limitations period (hereinafter referred to as the "Aggrieved Employees").

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Sacramento County. As such, and based
25 upon all the facts and circumstances incident to Defendants' business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission ("IWC"), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
- 19 (f) Failing to maintain accurate records of the hours that employees worked;
20 and
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 6. On information and belief, Defendants, and each of them, were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiffs

8. Plaintiff Pamela Laura Lane is a California resident who worked for Defendants in the County of Sacramento, State of California, as a phlebotomist during the statutory period.

9. Plaintiff Norman White is a California resident who worked for Defendants in the County of Sacramento, State of California, as a paramedic during the statutory period.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Sierra Nevada Memorial-Miners Hospital is:

- (a) A California non-profit corporation with its principal place of business in Sacramento, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Sacramento County;
- (c) The former employer of Plaintiffs, and the current and/or former employer of the putative Class and/or Aggrieved Employees. Defendants suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (d) At all times mentioned herein, Defendants are and were the joint employers of Plaintiffs, the Class, and the Aggrieved Employees .

1 12. Plaintiffs do not currently know the true names or capacities of the persons or
2 entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious
3 names. Each of the Doe Defendants was in some manner legally responsible for the damages
4 suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will
5 amend this complaint to set forth the true names and capacities of these Defendants when they
6 have been ascertained, together with appropriate charging allegations, as may be necessary.

7 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
8 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
9 and/or injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees in
10 the State of California.

11 14. Plaintiffs are informed and believe and thereon allege that, at all relevant times,
12 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs,
13 the Class, and the Aggrieved Employees, and exercised control over their wages, hours, and
14 working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant
15 times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
16 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest, and/or
17 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
18 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
19 or all of the other Defendants so as to be liable for their conduct with respect to the matters
20 alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted
21 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
22 should have known about, and authorized, ratified, adopted, approved, controlled, aided, and
23 abetted the conduct of all other Defendants.

24 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 15. Plaintiffs Pamela Laura Lane and Norman White are California residents who
26 worked for Defendants in the County of Sacramento, State of California, as a phlebotomist and
27 paramedic, respectively, during the statutory period. During the statutory time period, Plaintiff
28 Pamela Laura Lane was typically scheduled to work at least 5 days in a workweek, and typically

1 in excess of 8 hours in a single workday. During the statutory time period, Plaintiff Norman
2 White was typically scheduled to work at least 3 days in a workweek, and typically 12 hours in a
3 single workday.

4 16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
5 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
6 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
7 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
8 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to
9 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience
10 working for Defendants was typical and illustrative.

11 17. Throughout the statutory period, Defendants maintained a policy and practice of
12 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
13 overtime wages. Defendants regularly use a system of time rounding in a manner that resulted,
14 over a period of time, in failing to compensate Plaintiffs, the Class, and the Aggrieved
15 Employees properly for all the time they have actually worked, even though the realities of
16 Defendants' operations are such that it is possible, practical, and feasible to count and pay for
17 work time to the minute. As a result, Defendants frequently paid Plaintiffs, the Class, and the
18 Aggrieved Employees less than all their work time, some of which should have been paid at the
19 overtime rate. Also throughout the statutory period, Plaintiffs, the Class, and the Aggrieved
20 Employees worked off the clock and uncompensated. For example, Plaintiffs, the Class, and the
21 Aggrieved Employees were required to undergo COVID screening prior to clocking into work,
22 off the clock and uncompensated. Also throughout the statutory period, Plaintiffs, the Class, and
23 the Aggrieved Employees received non-discretionary bonuses and other remuneration. However,
24 Defendants failed to incorporate all remuneration when calculating the correct overtime rate of
25 pay, sick day rate of pay, and meal break premium rate of pay.

26 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
27 and permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free rest
28 periods. Defendants sometimes, but not always, required Plaintiffs, the Class, and the Aggrieved

1 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
2 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
3 hours of work (or major fraction of four hours), or without compensating Plaintiffs, the Class,
4 and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants
5 also did not adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right
6 to take a rest period. Moreover, Defendants did not have adequate policies or practices
7 permitting or authorizing rest periods for Plaintiffs, the Class, and the Aggrieved Employees, nor
8 did Defendants have adequate policies or practices regarding the timing of rest periods.
9 Defendants also did not have adequate policies or practices to verify whether Plaintiffs, the
10 Class, and the Aggrieved Employees were taking their required rest periods. Further, Defendants
11 did not maintain accurate records of employee work periods, and therefore Defendants cannot
12 demonstrate that Plaintiffs, the Class, and the Aggrieved Employees took rest periods during the
13 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
14 and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance
15 with California law.

16 19. Throughout the statutory period, Plaintiffs, the Class, and the Aggrieved
17 Employees (those staffing agency employees) were not timely paid on a weekly basis in violation
18 of California Labor Code § 201.3.

19 20. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
20 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
21 their duties for Defendants without reimbursement, such as masks and the use of personal
22 cellular telephones for work purposes.

23 21. Throughout the statutory period, Defendants willfully failed and refused to timely
24 pay Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their employment all
25 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
26 premium wages. Further, Defendants did not pay Plaintiffs, the Class, and the Aggrieved
27 Employees their final paychecks immediately upon termination.
28

1 22. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
2 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
3 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
4 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
5 were not provided in accordance with California law, correct wages for rest periods that were not
6 authorized and permitted to take in accordance with California law, and Defendant's address).
7 Further, the wage statements do not show Defendant's address as required by California law. As
8 a result of these violations of California Labor Code § 226(a), Plaintiffs, the Class, and the
9 Aggrieved Employees suffered injury because, among other things:

- 10 (a) the violations led them to believe that they were not entitled to be paid
11 minimum wages, overtime wages, meal period premium wages, and rest
12 period premium wages to which they were entitled, even though they were
13 entitled;
- 14 (b) the violations led them to believe that they had been paid the minimum,
15 overtime, meal period premium, and rest period premium wages, even
16 though they had not been;
- 17 (c) the violations led them to believe they were not entitled to be paid
18 minimum, overtime, meal period premium, and rest period premium wages
19 at the correct California rate, even though they were;
- 20 (d) the violations led them to believe they had been paid minimum, overtime,
21 meal period premium, and rest period premium wages at the correct
22 California rate, even though they had not been;
- 23 (e) the violations hindered them from determining the amounts of minimum,
24 overtime, meal period premium, and rest period premium owed to them;
- 25 (f) in connection with their employment before and during this action, and in
26 connection with prosecuting this action, the violations caused them to have
27 to perform mathematical computations to determine the amounts of wages
28

owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and

(h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiffs, the Class, and the Aggrieved Employees were entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

CLASS ACTION ALLEGATIONS

23. Plaintiffs brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

24. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

25. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

26. At all material times, Plaintiffs were members of the Class.

27. Plaintiffs undertake this concerted activity to improve the wages and working conditions of all Class Members.

28. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical.

1 The membership of the entire Class is unknown to Plaintiffs at this time,
2 however, the Class is estimated to be greater than 100 individuals and the
3 identity of such membership is readily ascertainable by inspection of
4 Defendants' records.

5 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
6 protect the interests of each Class Member with whom there is a shared,
7 well-defined community of interest, and Plaintiffs' claims (or defenses, if
8 any) are typical of all Class Members' claims as demonstrated herein.

9 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
10 protect the interests of each Class Member with whom there is a shared,
11 well-defined community of interest and typicality of claims, as
12 demonstrated herein. Plaintiffs have no conflicts with or interests
13 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
14 counsel, are versed in the rules governing class action discovery,
15 certification, and settlement. Plaintiffs have incurred, and throughout the
16 duration of this action will continue to incur, costs and attorneys' fees that
17 have been, are, and will be necessarily expended for the prosecution of this
18 action for the substantial benefit of each Class Member.

19 (d) Superiority: A Class Action is superior to other available methods for the
20 fair and efficient adjudication of the controversy, including consideration
21 of:

- 22 1) The interests of the members of the Class in individually
23 controlling the prosecution or defense of separate actions;
- 24 2) The extent and nature of any litigation concerning the controversy
25 already commenced by or against members of the Class;
- 26 3) The desirability or undesirability of concentrating the litigation of
27 the claims in the particular forum; and
- 28 4) The difficulties likely to be encountered in the management of a

class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

29. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200, *et. seq.*, as a result of their illegal conduct as described above.

1 30. This Court should permit this action to be maintained as a class action pursuant to
2 California Code of Civil Procedure § 382 because:

- 3 (a) The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;
- 5 (b) A class action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the members of the Class;
- 7 (c) The members of the Class are so numerous that it is impractical to bring all
8 members of the class before the Court;
- 9 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
10 effective and economic legal redress unless the action is maintained as a
11 class action;
- 12 (e) There is a community of interest in obtaining appropriate legal and
13 equitable relief for the statutory violations, and in obtaining adequate
14 compensation for the damages and injuries for which Defendants are
15 responsible in an amount sufficient to adequately compensate the members
16 of the Class for the injuries sustained;
- 17 (f) Without class certification, the prosecution of separate actions by
18 individual members of the Class would create a risk of:
- 19 1) Inconsistent or varying adjudications with respect to individual
20 members of the Class which would establish incompatible standards
21 of conduct for Defendants; and/or
- 22 2) Adjudications with respect to the individual members of the Class
23 which would, as a practical matter, be dispositive of the interests of
24 other members not parties to the adjudications, or would
25 substantially impair or impede their ability to protect their interests,
26 including but not limited to the potential for exhausting the funds
27 available from those parties who are, or may be, responsible
28 Defendants; and,

1 (g) Defendants have acted or refused to act on grounds generally applicable to
2 the Class, thereby making final injunctive relief appropriate with respect to
3 the Class as a whole.

4 31. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
5 the Class that would set forth the subject and nature of the instant action. The Defendants' own
6 business records may be utilized for assistance in the preparation and issuance of the
7 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
8 contemplate the use of additional techniques and forms commonly used in class actions, such as
9 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
10 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

11 **FIRST CAUSE OF ACTION**

12 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

13 32. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
14 1 through 22 in this Complaint.

15 33. "Hours worked" is the time during which an employee is subject to the control of
16 an employer, and includes all the time the employee is suffered or permitted to work, whether or
17 not required to do so.

18 34. At all relevant times herein mentioned, Defendants knowingly failed to pay to
19 Plaintiffs and the Class compensation for all hours they worked. By their failure to pay
20 compensation for each hour worked as alleged above, Defendants willfully violated the
21 provisions of California Labor Code § 1994, and any additional applicable Wage Orders, which
22 require such compensation to non-exempt employees.

23 35. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for
24 all non-overtime hours worked for Defendants.

25 36. By and through the conduct described above, Plaintiffs and the Class have been
26 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

27 37. By virtue of the Defendants' unlawful failure to pay additional compensation to
28 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class

1 suffered, and will continue to suffer, damages in amounts which are presently unknown to
2 Plaintiffs and the Class, but which exceed the jurisdictional minimum of this Court, and which
3 will be ascertained according to proof at trial.

4 38. By failing to keep adequate time records required by California Labor Code §
5 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
6 compensation due Plaintiffs and the Class.

7 39. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to
8 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

9 40. California Labor Code § 204 requires employers to provide employees with all
10 wages due and payable twice a month. Throughout the statute of limitations period applicable to
11 this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates
12 required by law, including minimum wages. However, during all such times, Defendants
13 systematically failed and refused to pay Plaintiffs and the Class all such wages due, and failed to
14 pay those wages twice a month.

15 41. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
16 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
17 218.5, 218.6, and 1194(a).

18 **SECOND CAUSE OF ACTION**

19 **(Against all Defendants for Failure to Pay Overtime Wages)**

20 42. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
21 1 through 22 in this Complaint.

22 43. California Labor Code § 510 provides that employees in California shall not be
23 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
24 they receive additional compensation beyond their regular wages in amounts specified by law.

25 44. California Labor Code §§ 1194 and 1198 provide that employees in California
26 shall not be employed more than eight hours in any workday unless they receive additional
27 compensation beyond their regular wages in amounts specified by law. Additionally, California
28 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed

1 by the Industrial Welfare Commission is unlawful.

2 45. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
3 hours in a workday, as employees of Defendants.

4 46. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
5 overtime compensation for the hours they have worked in excess of the maximum hours
6 permissible by law as required by California Labor Code §§ 510 and 1198. Plaintiffs and the
7 Class are regularly required to work overtime hours.

8 47. By virtue of Defendants' unlawful failure to pay additional premium rate
9 compensation to Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class
10 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
11 them, but which exceed the jurisdictional minimum of this Court, and which will be ascertained
12 according to proof at trial.

13 48. By failing to keep adequate time records required by California Labor Code §
14 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation
15 due to Plaintiffs and the Class.

16 49. Plaintiffs and the Class also request recovery of overtime compensation according
17 to proof, interest, attorneys' fees, and costs pursuant to California Labor Code § 1194(a), as well
18 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
19 California Labor Code and/or other statutes.

20 50. California Labor Code § 204 requires employers to provide employees with all
21 wages due and payable twice a month. The Wage Orders also provide that every employer shall
22 pay to each employee, on the established payday for the period involved, overtime wages for all
23 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the
24 Class with all compensation due, in violation of California Labor Code § 204.

25 **THIRD CAUSE OF ACTION**

26 **(Against All Defendants for Failure to Provide Meal Periods)**

27 51. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
28 1 through 22 in this Complaint.

1 52. Under California law, Defendants have an affirmative obligation to relieve the
2 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
3 start of Plaintiffs and the Class' sixth hour of work in a workday, and to take their second meal
4 periods no later than the start of the eleventh hour of work in the workday. California Labor
5 Code § 512 and Section 11 of the applicable Wage Orders require that an employer provide
6 unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of
7 California Labor Code § 226.7 for an employer to require any employee to work during any meal
8 period mandated under any Wage Order.

9 53. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
10 and the Class with both meal periods as required by California law. By their failure to permit
11 and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact
12 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
13 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable
14 Wage Orders.

15 54. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
16 additional wages for each workday he or she was not provided with all required meal period(s),
17 plus interest thereon.

18 **FOURTH CAUSE OF ACTION**

19 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

20 55. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
21 1 through 22 in this Complaint.

22 56. Defendants are required by California law to authorize and permit breaks of 10
23 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than
24 two hours). California Labor Code § 512 and the applicable Wage Orders require that the
25 employer permit and authorize all employees to take paid rest periods of 10 minutes each for
26 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
27 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
28 required is itself a violation of California's rest break laws. It is a violation of California Labor

1 Code § 226.7 for an employer to require any employee to work during any rest period mandated
2 under any Wage Order.

3 57. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
4 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
5 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as
6 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
7 these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor
8 Code § 226.7 and the applicable Wage Orders.

9 58. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
10 premium wages rate for each workday he or she was not provided with all required rest break(s),
11 plus interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

14 59. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
15 1 through 22 in this Complaint.

16 60. Defendants violated California Labor Code § 2802 and the applicable IWC Wage
17 Orders by failing to pay and indemnify Plaintiffs and the Class for their necessary expenditures
18 and losses incurred in direct consequence of the discharge of their duties or of their obedience to
19 directions of Defendants.

20 61. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
21 expenses they paid, or which were deducted by Defendants from their wages.

22 62. Plaintiffs and the Class represent they are entitled to attorney's fees, expenses, and
23 costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California
24 Labor Code § 2802(b).

25 **SIXTH CAUSE OF ACTION**

26 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
27 **Penalties)**

1 63. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
2 1 through 22 in this Complaint.

3 64. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
4 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
5 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
6 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
7 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
8 quit, in which case the employee is entitled to his or her wages at the time of quitting.

9 65. Within the applicable statute of limitations, the employment of Plaintiffs and
10 many other members of the Class ended (i.e., was terminated by quitting or discharge), and the
11 employment of others will be. However, during the relevant time period, Defendants failed, and
12 continue to fail to pay terminated Class Members, without abatement, all wages required to be
13 paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-
14 two (72) hours of their leaving Defendants' employ.

15 66. Defendants' failure to pay Plaintiffs and those Class Members who are no longer
16 employed by Defendants their wages earned and unpaid at the time of discharge, or within
17 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
18 Code §§ 201 and 202.

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

23 68. Plaintiffs and the Class are entitled to recover from Defendants their additionally
24 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
25 maximum pursuant to California Labor Code § 203.

26 69. Pursuant to California Labor Code §§ 218.5, 218.6, and 1194, Plaintiffs and the
27 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
28 incurred in this action.

1

2

3

4

6

7

8

9

1 a result of having to bring this action to attempt to obtain correct wage information following
2 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
3 laws and regulations.

4 76. Plaintiffs and the Class are entitled to recover from Defendants their actual
5 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

6 77. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
7 attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor
8 Code § 226(h).

9 **EIGHTH CAUSE OF ACTION**

10 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
11 ***et seq.*)**

12 78. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
13 1 through 22 in this Complaint.

14 79. Defendants, and each of them, are "persons" as defined under California Business
15 & Professions Code § 17201.

16 80. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
17 unlawful, and harmful to Plaintiffs, other Class Members, and to the general public. Plaintiffs
18 seeks to enforce important rights affecting the public interest within the meaning of California
19 Code of Civil Procedure § 1021.5.

20 81. Defendants' activities, as alleged herein, are violations of California law, and
21 constitute unlawful business acts and practices in violation of California Business & Professions
22 Code §§ 17200, *et seq.*

23 82. A violation of California Business & Professions Code §§ 17200, *et seq.*, may be
24 predicated on the violation of any state or federal law. All of the acts described herein as
25 violations of, among other things, the California Labor Code, are unlawful and in violation of
26 public policy; and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous,
27 and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of
28 California Business & Professions Code §§ 17200, *et seq.*

1 **Failure to Pay Minimum Wages**

2 83. Defendants' failure to pay minimum wages, and other benefits in violation of the
3 California Labor Code, as alleged above, constitutes unfair, unlawful, and/or fraudulent activity
4 prohibited by California Business & Professions Code §§ 17200, *et seq.*

5 **Failure to Pay Overtime Wages**

6 84. Defendants' failure to pay overtime compensation and other benefits in violation
7 of California Labor Code §§ 510, 1194, and 1198, as alleged above, constitutes unfair, unlawful,
8 and/or fraudulent activity prohibited by California Business & Professions Code §§ 17200, *et*
9 *seq.*

10 **Failure to Maintain Accurate Records of All Hours Worked**

11 85. Defendants' failure to maintain accurate records of all hours worked in accordance
12 with California Labor Code § 1174.5 and the applicable IWC Wage Orders, as alleged above,
13 constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &
14 Professions Code §§ 17200, *et seq.*

15 **Failure to Provide Meal Periods**

16 86. Defendants' failure to provide meal periods in accordance with California Labor
17 Code §§ 226.7 and 512 and the applicable IWC Wage Orders, as alleged above, constitutes
18 unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code
19 §§ 17200, *et seq.*

20 **Failure to Authorize and Permit Rest Periods**

21 87. Defendants' failure to authorize and permit rest periods in accordance with
22 California Labor Code § 226.7 and the applicable IWC Wage Orders, as alleged above,
23 constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &
24 Professions Code §§ 17200, *et seq.*

25 **Failure to Indemnify Necessary Business Expenses**

26 88. Defendants' failure to indemnify employees for necessary business expenses in
27 accordance with California Labor Code § 2802 and the applicable IWC Wage Orders, as alleged
28 above, constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business

1 & Professions Code §§ 17200, *et seq.*

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

3 89. Defendants' failure to provide accurate itemized wage statements in accordance
4 with California Labor Code § 226, as alleged above, constitutes unfair, unlawful, and/or
5 fraudulent activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

6 90. By and through their unfair, unlawful, and/or fraudulent business practices
7 described herein, Defendants, have obtained valuable property, money, and services from
8 Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons
9 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

10 91. Plaintiffs and the Class Members suffered monetary injury as a direct result of
11 Defendants' wrongful conduct.

12 92. Plaintiffs, individually, and on behalf of members of the putative Class, are
13 entitled to, and do, seek such relief as may be necessary to disgorge money and/or property
14 which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been
15 deprived, by means of the above-described unfair, unlawful, and/or fraudulent business practices.
16 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
17 practices of Defendants in order to recover restitution.

18 93. Plaintiffs, individually, and on behalf of members of the putative Class, are further
19 entitled to, and do, seek a declaration that the above-described business practices are unfair,
20 unlawful, and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
21 engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices in
22 the future.

23 94. Plaintiffs, individually, and on behalf of members of the putative Class, have no
24 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
25 suffered as a consequence of the Defendants' unfair, unlawful, and/or fraudulent business
26 practices. As a result of the unfair, unlawful, and/or fraudulent business practices described
27 above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered,
28 and will continue to suffer, irreparable harm unless Defendants, and each of them, are restrained

1 from continuing to engage in said unfair, unlawful, and/or fraudulent business practices.

2 95. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
3 herein above, they will continue to avoid paying the appropriate taxes, insurance, and other
4 withholdings.

5 96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
6 and putative Class Members are entitled to restitution of the wages withheld and retained by
7 Defendants during a period that commences four years prior to the filing of this complaint; a
8 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
9 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
10 1021.5 and other applicable laws; and an award of costs.

11 **NINTH CAUSE OF ACTION**

12 **(Against all Defendants for Civil Penalties under the Private Attorneys General Act of**
13 **2004, Cal. Lab. Code §§ 2698, *et seq.*)**

14 97. Plaintiff Pamela Laura Lane incorporates by reference and re-alleges as if fully
15 stated herein paragraphs 1 through 22 in this Complaint.

16 98. At all times herein mentioned, Defendants were subject to the Labor Code of the
17 State of California and the applicable Industrial Welfare Commission Orders.

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

25 100. Plaintiff Pamela Laura Lane has exhausted her administrative remedies pursuant to
26 California Labor Code § 2699.3. On November 4, 2022, she gave written notice by online filing to
27 the Labor and Workforce Development Agency and by certified mail to Defendants of the specific
28 provisions of the Labor Code that Defendants have violated against Plaintiff Pamela Laura Lane

1 and certain current and former Aggrieved Employees, including the facts and theories to support
2 the violations. Plaintiff Pamela Laura Lane also paid the filing fee. Plaintiff Pamela Laura Lane's
3 PAGA case number is LWDA-CM-917980-22.

4 101. More than 65 days has elapsed since Plaintiff Pamela Laura Lane provided notice,
5 but the Labor and Workforce Development Agency has not indicated that it intends to investigate
6 Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff Pamela Laura
7 Lane may commence a civil action to recover penalties under California Labor Code § 2699
8 pursuant to California Labor Code § 2699.3 for the violations of the Labor Code described in this
9 Complaint. These penalties include, but are not limited to, penalties under California Labor Code
10 §§ 210, 226.3, 558, and 2699(f)(2). Pursuant to a Court Order dated January 10, 2023, in the
11 above-entitled action, which stayed this action its entirety, Plaintiff Pamela Laura Lane was
12 previously enjoined from filing an amended complaint to allege a PAGA claim. Pursuant to a
13 subsequent Court Order, which temporarily lifted the case stay to allow Plaintiffs' to file an
14 amended complaint, Plaintiff Pamela Laura Lane hereby alleges a civil action under PAGA.

15 102. In addition, Plaintiff Pamela Laura Lane seeks penalties for Defendants' violation of
16 California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person,
17 including any entity, employing labor who willfully fails to maintain accurate and complete records
18 required by California Labor Code § 1174 is subject to a penalty under California Labor Code §
19 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records
20 showing when the employee begins and ends each work period. Meal periods, and total hours
21 worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5),
22 every employer shall keep total hours worked in the payroll period and applicable rates of pay.

23 103. During the time period of employment for Plaintiff Pamela Laura Lane and the
24 Aggrieved Employees, Defendants failed to maintain records pursuant to the California Labor
25 Code and applicable IWC Orders by failing to maintain accurate records showing meal periods.
26 Defendants' failure to provide and maintain records required by the California Labor Code and
27 applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know,
28 understand, and question the accuracy and frequency of meal periods. Therefore, Plaintiff Pamela

1 Laura Lane and the Aggrieved Employees had no way to dispute the resulting failure to pay wages,
2 all of which resulted in an unjustified economic enrichment to Defendants. As a direct result,
3 Plaintiff Pamela Laura Lane and the Aggrieved Employees have suffered, and continue to suffer,
4 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
5 expenses and attorneys' fees in seeking to compel Defendants to fully perform its obligation under
6 state law, all to their respective damage in amounts according to proof at trial. Because of
7 Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage
8 Orders, Plaintiff Pamela Laura Lane and the Aggrieved Employees have also suffered an injury in
9 that they were prevented from knowing, understanding, and disputing the wage payments paid to
10 them.

11 104. Based on the conduct described in this Complaint, Plaintiff Pamela Laura Lane is
12 entitled to an award of civil penalties on behalf of himself, the State of California, and similarly
13 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an
14 amount to be shown according to proof at trial. These penalties are in addition to all other
15 remedies permitted by law.

16 105. In addition, Plaintiff Pamela Laura Lane seeks an award of reasonable attorneys'
17 fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who
18 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

19 **PRAYER FOR RELIEF**

20 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
21 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
22 follows:

23 **Class Certification**

- 24 1. That this action be certified as a class action with respect to the First, Second,
25 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
- 26 2. That Plaintiffs be appointed as the representatives of the Class; and
- 27 3. That counsel for Plaintiffs be appointed as Class Counsel.

28 **As to the First Cause of Action**

1 4. That the Court declare, adjudge, and decree that Defendants violated California
2 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
3 minimum wages due;

4 5. For general unpaid wages as may be appropriate;

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

7 7. For liquidated damages;

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

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

11 As to the Second Cause of Action

12 10. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
14 overtime wages due;

15 11. For general unpaid wages at overtime wage rates as may be appropriate;

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

18 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
19 California Labor Code § 1194(a); and

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

21 As to the Third Cause of Action

22 15. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders;

24 16. For unpaid meal period premium wages as may be appropriate;

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

27 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
28 and for costs of suit incurred herein; and

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

2 As to the Fourth Cause of Action

3 20. That the Court declare, adjudge, and decree that Defendants violated California
4 Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders;

5 21. For unpaid rest period premium wages as may be appropriate;

6 22. For pre-judgment interest on any unpaid compensation commencing from the date
7 such amounts were due;

8 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
9 and for costs of suit incurred herein; and

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

11 As to the Fifth Cause of Action

12 25. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code § 2802 and applicable IWC Wage Orders;

14 26. For general unpaid wages and reimbursement of business expenses as may be
15 appropriate;

16 27. For pre-judgment interest on any unpaid compensation commencing from the date
17 such amounts were due;

18 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

20 As to the Sixth Cause of Action

21 30. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
23 termination of the employment;

24 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
25 employees who have left Defendants' employ;

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

28 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

2 As to the Seventh Cause of Action

3 35. That the Court declare, adjudge, and decree that Defendants violated the record
4 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
5 willfully failed to provide accurate itemized wage statements thereto;

6 36. For penalties and actual damages pursuant to California Labor Code § 226(e);

7 37. For injunctive relief to ensure compliance with this section, pursuant to California
8 Labor Code § 226(h);

9 38. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

11 As to the Eighth Cause of Action

12 40. That the Court declare, adjudge, and decree that Defendants violated California
13 Business & Professions Code §§ 17200, *et seq.*, by failing to pay wages for all hours worked
14 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
15 accurate records of meal periods, failing to authorize and permit rest periods, and failing to
16 maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage
17 statements, and failing to indemnify necessary business expenses;

18 41. For restitution of unpaid wages to Plaintiffs and all Class Members and
19 prejudgment interest from the day such amounts were due and payable;

20 42. For the appointment of a receiver to receive, manage, and distribute any and all
21 funds disgorged from Defendants and determined to have been wrongfully acquired by
22 Defendants as a result of violations of California Business & Professions Code §§ 17200, *et seq.*;

23 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Code of Civil Procedure § 1021.5;

25 44. For injunctive relief to ensure compliance with this section, pursuant to California
26 Business & Professions Code §§ 17200, *et seq.*; and

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

28 As to the Ninth Cause of Action

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

**FIRST AMENDED CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

**A Limited Liability Partnership
Including Professional Corporations**
RICHARD J. SIMMONS, Cal. Bar No. 72666
rsimmons@sheppardmullin.com
DANIEL J. McQUEEN, Cal. Bar No. 217498
dmcqueen@sheppardmullin.com
TYLER J. JOHNSON, Cal. Bar No. 307386
tjjohnson@sheppardmullin.com
333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422
Telephone: 213.620.1780
Facsimile: 213.620.1398

Signature _____