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FILED
Superior Court of California
County of Los Angeles

05/10/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Miro Deputy

5 BRENDA CASTILLO, on behalf of herself and all others similarly situated

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES—CENTRAL DISTRICT**

9
10 BRENDA CASTILLO, individually, on behalf
of herself and all others similarly situated,

11 Plaintiffs,

12 v.

13 CENTURY GROUP PROFESSIONALS,
LLC, a California limited liability company;
14 and DOES 1 through 100, inclusive,

15 Defendants.

CASE NO.: 20STCV37259

*Assigned for all purposes to Hon. Kenneth R.
Freeman, Dept. 14*

**CLASS ACTION SECOND AMENDED
COMPLAINT FOR DAMAGES:**

- (1) FAILURE TO PROVIDE MEAL PERIODS;**
- (2) FAILURE TO PROVIDE REST PERIODS;**
- (3) FAILURE TO PAY OVERTIME WAGES;**
- (4) FAILURE TO PAY MINIMUM WAGE;**
- (5) FAILURE TO COMPENSATE FOR ALL HOURS WORKED**
- (6) FAILURE TO MAINTAIN REQUIRED RECORDS;**
- (7) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;**
- (8) VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, et seq.**
- (9) WAITING TIME PENALTIES**
- (10) FAILURE TO REIMBURSE FOR NECESSARY BUSINESS**

EXPENSES

**(11) VIOLATION OF CALIFORNIA
LABOR CODE SECTIONS 2698,
ET SEQ. (VIOLATION OF THE
PRIVATE ATTORNEYS
GENERAL ACT)**

DEMAND FOR JURY TRIAL

PLAINTIFF BRENDA CASTILLO (“Plaintiff”), an individual, demanding a jury trial, on behalf of herself and all others similarly situated, hereby allege as follows:

JURISDICTION AND VENUE

(1) The Superior Court of the State of California has jurisdiction in this matter because Plaintiffs are residents of the State of California, and CENTURY GROUP PROFESSIONALS, LLC, and DOES 1 through 100 inclusive (collectively “Defendants”), are qualified to do business in California and regularly conduct business in California.

(2) Venue is proper in this judicial district, pursuant to California Code of Civil Procedure § 395, because Defendants operate and do business in the County of Los Angeles, and Defendants are within the jurisdiction of this Court for service of process purposes. Defendants maintain offices and facilities and transact business in the County of Los Angeles, and Defendants’ illegal payroll policies and practices, which are the subject of this action, were applied, at least in part, to Plaintiffs, and other persons similarly situated, in the County of Los Angeles. Further, no federal question is at issue because the claims are based solely on California law.

PLAINTIFFS

(3) Plaintiff BRENDA CASTILLO is a resident of the State of California, and former employee of Defendants.

(4) Plaintiff bring this action on behalf of herself and other similarly situated current and former non-exempt employees of CENTURY GROUP PROFESSIONALS, LLC, who worked for CENTURY GROUP PROFESSIONALS, LLC in the State of California at any time during the four (4) years preceding the filing of this action, and continuing while this action is pending. Plaintiff bring this class action to recover, among other things, wages and penalties from unpaid wages earned

1 and due, including but not limited to unpaid minimum wages, improper rounding and auto-deducting,
2 failing to calculate shift differential pay as part of the regular rate of pay, unpaid and illegally
3 calculated overtime compensation, illegal meal and rest period policies, failure to maintain required
4 records, failure to provide accurate itemized wage statements, and interest, attorneys' fees, costs, and
5 expenses.

6 (5) Plaintiff bring this action on behalf of herself and the following similarly situated class
7 of individuals ("Class Members"):

- 8 • all current and former non-exempt employees of CENTURY GROUP
9 PROFESSIONALS, LLC who worked in the State of California at any time within the
10 period beginning four (4) years prior to the filing of this action and ending at the time this
11 action settles or proceeds to final judgment (the "Class Period"). Plaintiff reserves the
12 right to name additional class representatives.

13 **DEFENDANTS**

14 (6) Plaintiff is informed and believe, and thereon allege, that Defendant CENTURY
15 GROUP PROFESSIONALS, LLC at all times relevant hereto was a California corporation. Plaintiff
16 is further informed and believes, and thereon allege, that Defendants are authorized to conduct
17 business in the State of California and do conduct business in the State of California. Specifically,
18 upon information and belief, Defendants conduct business in the County of Los Angeles, State of
19 California.

20 (7) The true names and capacities of DOES I through 100, inclusive, are unknown to
21 Plaintiff at this time, and Plaintiff therefore sue such DOE Defendants under fictitious names.
22 Plaintiff are informed and believes, and thereon allege, that each Defendant designated as a DOE is
23 in some manner highly responsible for the occurrences alleged herein, and that Plaintiff and Class
24 Members' injuries and damages, as alleged herein, were proximately caused by the conduct of such
25 DOE Defendants. Plaintiff will seek leave of the court to amend this complaint to allege the true
26 names and capacities of such DOE Defendants when ascertained.

27 (8) At all relevant times herein, Defendants were the joint employers of Plaintiff and
28 Class Members. Plaintiffs are informed and believe, and thereon allege, that at all times material to

1 this complaint Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint
2 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
3 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was
4 completely dominated by his, her or its co-defendant, and each was the alter ego of the other.

5 (9) At all relevant times herein, Plaintiff and Class Members were employed by
6 Defendants under employment agreements that were partly written, partly oral, and partly implied.
7 In perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant
8 to, and in furtherance of, their policies and practices of not paying Plaintiff and Class Members all
9 wages earned and due, through methods and schemes which include, but are not limited to, failing to
10 pay overtime premiums; improper rounding; improper auto-deducting; failing to calculate shift
11 differential pay as part of the regular rate of pay; failing to provide rest and meal periods; failing to
12 properly maintain records; failing to provide accurate itemized statements for each pay period; and
13 requiring, permitting or suffering the employees to work off the clock, in violation of the California
14 Labor Code and the applicable IWC Wage Order.

15 (10) Plaintiff is informed and believe, and thereon allege, that each and every one of the
16 acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each
17 acting as agents and/or employees, and/or under the direction and control of, each of the other
18 Defendants, and that said acts and failures to act were within the course and scope of said agency,
19 employment and/or direction and control.

20 (11) As a direct and proximate result of the unlawful actions of Defendants, Plaintiff, and
21 Class Members have suffered, and continue to suffer, from loss of earnings in amounts as yet
22 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

23 **CLASS ACTION ALLEGATIONS**

24 (12) This action is appropriately suited for a Class Action because:

25 A. The potential class is a significant number. Joinder of all current and former
26 employees individually would be impracticable.

27 B. This action involves common questions of law and fact to the potential class because
28 the action focuses on the Defendants' systematic course of illegal payroll practices and policies,

1 which were applied to all non-exempt employees in violation of the California Labor Code, IWC
2 Wage Orders, and the California Business and Professions Code which prohibits unfair business
3 practices arising from such violations.

4 C. Plaintiff's claims are typical of the class because Defendants subjected all non-exempt
5 employees to identical violations of California Labor Code, the applicable IWC wage order, and the
6 California business and Professions Code.

7 D. Plaintiff is able to fairly and adequately protect the interests of all members of the
8 class because it is in his best interest to prosecute the claims alleged herein to obtain full
9 compensation due to the class for all services rendered and hours worked.

10 **CLASS ACTION**

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **(By Plaintiff and the Class Against All Defendants)**

14 (13) Plaintiff realleges and incorporate by reference all of the allegations contained in the
15 preceding paragraphs of this Complaint as though fully set forth herein.

16 (14) During the Class Period, as part of Defendants' illegal payroll policies and practices
17 to deprive their non-exempt employees all wages earned and due, Defendants required, permitted or
18 otherwise suffered Plaintiff and Class Members to take less than the 30-minute meal period, or to
19 work through them, and have failed to otherwise provide the required meal periods to Plaintiff and
20 Class Members pursuant to California Labor Code §§ 226.7 and 512, as well as applicable IWC
21 Orders.

22 (15) Defendants further violated California Labor Code § 226.7 and applicable IWC Wage
23 Order by failing to compensate Plaintiff and Class Members who were not provided with a meal
24 period, in accordance with the applicable IWC Wage Order, one additional hour of compensation at
25 each employee's regular rate of pay for each workday that a meal period was not provided.
26 Defendants further violated California Labor Code §§ 226.7, 510, 1194, 1197, and applicable IWC
27 Wage Orders by failing to compensate Plaintiff and Class Members for all hours worked during their
28 meal periods.

1 (16) As a proximate result of the aforementioned violations, Plaintiff and Class Members
2 have been damaged in an amount according to proof at trial, and seek all wages earned and due,
3 interest, penalties, attorneys' fees, expenses, and costs of suit.

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6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST PERIODS**

8 **(By Plaintiff and the Class Against All Defendants)**

9 (17) Plaintiff realleges and incorporate by reference all of the allegations contained in the
10 preceding paragraphs of this Complaint as though fully set forth herein.

11 (18) At all times relevant herein, as part of Defendants' illegal payroll policies and
12 practices to deprive their non-exempt employees all wages earned and due, Defendants failed to
13 provide rest periods to Plaintiff and Class Members as required under California Labor Code §§
14 226.7 and 512, and applicable IWC Wage Orders.

15 (19) Defendants further violated California Labor Code§ 226.7 and applicable IWC
16 Wage Orders by failing to pay Plaintiff and Class Members who were not provided with a rest
17 period, in accordance with the applicable wage order, one additional hour of compensation at each
18 employee's regular rate of pay for each workday that a rest period was not provided.

19 (20) As a proximate result of the aforementioned violations, Plaintiff and Class Members
20 have been damaged in an amount according to proof at trial, and seek all wages earned and due,
21 interest, penalties, attorneys' fees, expenses, and costs of suit.

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO PAY OVERTIME WAGES**

24 **(By Plaintiff and the Class Against All Defendants)**

25 (21) Plaintiff realleges and incorporate by reference all of the allegations contained in the
26 preceding paragraphs of this Complaint as though fully set forth herein.

27 (22) Pursuant to California Labor Code §§ 510, 1194, and applicable IWC Wage Orders,
28 Defendants are required to compensate Plaintiff and Class Members for all overtime, which is

1 calculated at one and one-half (1½) times the regular rate of pay for all hours worked in excess of
2 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
3 seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours
4 in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day
5 of work in any workweek.

6 (23) Plaintiff and Class Members are current and former non-exempt employees entitled
7 to the protections of California Labor Code §§ 510, 1194, and applicable IWC Wage Orders. During
8 the Class Period, Defendants failed to compensate Plaintiff and Class Members for all overtime hours
9 worked as required under the foregoing provisions of the California Labor Code and IWC Wage
10 Orders by, among other things: failing to pay overtime at one and one half (1½) or double the regular
11 rate of pay as provided by California Labor Code §§ 510, 1194, and applicable IWC Wage Orders;
12 requiring, permitting or suffering Plaintiff and Class Members to work off the clock; requiring,
13 permitting or suffering Plaintiff and Class Members to work through meal and rest breaks; illegally
14 and inaccurately recording time in which Plaintiff and Class Members worked; failing to properly
15 maintain Plaintiff's and Class Members' records; failing to calculate shift differential pay as part of
16 the regular rate of pay; failing to provide accurate itemized wage statements to Plaintiff for each pay
17 period; improperly rounding time worked; and other methods to be discovered.

18 (24) In violation of California law, Defendants have knowingly and willfully refused to
19 perform their obligations to compensate Plaintiff and Class Members for all wages earned and all
20 hours worked. As a proximate result, Plaintiff and Class Members have suffered, and continue to
21 suffer, substantial losses related to the use and enjoyment of such wage, lost interest on such wage,
22 and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations
23 under state law, all to their respective damages in amounts according to proof at the time of trial, and
24 within the jurisdiction of the Court.

25 (25) Defendants' conduct described herein violates California Labor Code §§ 510, 1194,
26 1998 and applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 203,
27 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC
28 Wage Orders, Plaintiff and Class Members are entitled to recover the unpaid balance of wages owed

1 to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(By Plaintiff and the Class Against All Defendants)**

5 (26) Plaintiff realleges and incorporate by reference all of the allegations contained in the
6 preceding paragraphs of this Complaint as though fully set forth herein.

7 (27) Pursuant to California Labor Code §§ 1194, 1197, and applicable IWC Wage Orders,
8 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
9 period is unlawful.

10 (28) During the Class Period, Defendants failed to pay Plaintiff and Class Members
11 minimum wages for all hours worked by, among other things: requiring, permitting or suffering
12 Plaintiff and Class Members to work off the clock; requiring, permitting or suffering Plaintiff and
13 Class Members to work through meal and rest breaks; illegally and inaccurately recording time in
14 which Plaintiff and Class Members worked; failing to properly maintain Plaintiff's and Class
15 Members' records; failing to provide accurate itemized wage statements to Plaintiff for each pay
16 period; improperly rounding time worked; and other methods to be discovered.

17 (29) Defendants' conduct described herein violates California Labor Code §§ 1194, 1197,
18 and applicable IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff
19 and Class Members have been damaged in an amount according to proof at trial. Therefore, pursuant
20 to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under
21 the California Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover
22 the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees,
23 expenses, and costs of suit.

24 **FIFTH CAUSE OF ACTION**

25 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

26 **(By Plaintiff and the Class Against All Defendants)**

27 (30) Plaintiff realleges and incorporates by reference all of the allegations contained in the
28 preceding paragraphs of this Complaint as though fully set forth herein.

1 (31) During the Class Period, Defendants were required to compensate Plaintiff and Class
2 Members for all hours worked upon reporting for work at the appointed time stated by Defendants,
3 pursuant to Industrial Welfare Commission Orders, and Labor Code §§ 200, 226, 500, 510, and
4 1197.

5 (32) During the Class Period, Defendants failed to compensate Plaintiff and Class
6 Members for all hours worked by not compensating Plaintiff and Class Members for work
7 performed. Defendants failed to pay minimum wages, Defendants failed to provide breaks as
8 required by law, Defendants failed to compensate Plaintiff and Class Members for all overtime and
9 double time worked, Defendants failed to pay for meal periods, Defendants did not accurately record
10 hours worked, and Defendants failed to properly itemize wages.

11 (33) Under the aforementioned Wage Order and California law, Plaintiff and Class
12 Members are entitled to recover compensation for all hours worked, but not paid, for the four (4)
13 years preceding the filing of this Complaint, plus reasonable attorneys' fees and costs of suit pursuant
14 to Labor Code § 218.5, and penalties pursuant to Labor Code § 226.

15 (34) In violation of state law, Defendants have knowingly and willfully refused to perform
16 their obligations to compensate Plaintiff and Class Members for all wages earned and all hours
17 worked. As a direct result, Plaintiff and Class Members have suffered, and continue to suffer,
18 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
19 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under
20 state law, all to its respective damage in amounts according to proof at time of trial. Defendants
21 committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention
22 of injuring Plaintiff and Class Members, from improper motives amounting to malice, and in
23 conscious disregard of Plaintiff and Class Members' rights. Plaintiff and Class Members are thus
24 entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts
25 according to proof at time of trial.

26 (35) Defendants' conduct described herein violates Labor Code §§ 200, 226, 500, 1197
27 and 1198, and Industrial Welfare Commission Orders. Therefore, pursuant to Labor Code §§218.5,
28 226, 558, 1194, and 1194.2, Plaintiff and Class Members are entitled to recover damages for the

1 nonpayment of wages of all hours worked that were improperly deducted by Defendants' policies,
2 penalties, reasonable attorney's fees, expenses, and costs of suit. Plaintiff and Class Members request
3 relief as hereinafter provided.

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6 **SIXTH CAUSE OF ACTION**

7 **FAILURE TO MAINTAIN REQUIRED RECORDS**

8 **(By Plaintiff and the Class Against All Defendants)**

9 (36) Plaintiff realleges and incorporate by reference all of the allegations contained in the
10 preceding paragraphs of this Complaint as though fully set forth herein.

11 (37) During the Class Period, as part of Defendants' illegal payroll policies and practices
12 to deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and
13 intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and
14 applicable IWC Wage Orders, including but not limited to the following records: total daily hours
15 worked by each employee; applicable rates of pay; all deductions; meal periods; time records
16 showing when each employee begins and each work period; the legal name of the employing entity,
17 and accurate itemized statements.

18 (38) As a proximate result of Defendants unlawful actions and omissions, Plaintiff and
19 Class Members have been damaged in an amount according to proof at trial, and are entitled to all
20 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled
21 to all available statutory penalties, including but not limited to civil penalties pursuant to California
22 Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys'
23 fees, including but not limited to those provided in California Labor Code § 226(e), as well as other
24 available remedies.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

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

28 (39) Plaintiff realleges and incorporate by reference all of the allegations contained in the

preceding paragraphs of this Complaint as though fully set forth herein.

(40) During the Class Period, Defendants routinely failed to provide Plaintiff and Class Members with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Plaintiff and Class Members and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and applicable IWC Wage Orders. During the Class Period, Defendants knowingly and intentionally failed to provide Plaintiff and Class Members with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

(41) As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California, Labor Code § 226(e), as well as other available remedies.

EIGHT CAUSE OF ACTION

UNFAIR COMPETITION

(By Plaintiff and the Class Against All Defendants)

(42) Plaintiff realleges and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

(43) Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to provide required rest periods, Defendants' failure and refusal to pay overtime compensation, Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to pay all wages due to discharged or quitting employees, Defendants' failure and refusal to furnish accurate itemized wage statements; Defendants' failure and refusal to maintain required records, Defendants'

1 failure and refusal to indemnify Plaintiff and Class Members for necessary expenditures and/or losses
2 incurring in discharging their duties, constitutes an unfair and unlawful business practice under
3 California Business and Professions Code § 17200 *et seq.*

4 (44) Defendants' violations of California wage and hour laws constitute a business practice
5 because Defendants' aforementioned acts and omissions were done repeatedly over a significant
6 period of time, and in a systematic manner, to the detriment of Plaintiff and Class Members.

7 (45) Defendants have avoided payment of wages, overtime wages, meal periods, rest
8 periods, and other benefits as required by the California Labor Code, the California Code of
9 Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report,
10 and pay the correct sums of assessment to the state authorities under the California Labor Code and
11 other applicable regulations.

12 (46) As a result of Defendants' unfair and unlawful business practices, Defendants have
13 reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class Members,
14 and members of the public. Defendants should be made to disgorge their ill-gotten gains and to
15 restore them to Plaintiff and Class Members.

16 (47) Defendants' unfair and unlawful business practices entitle Plaintiff and Class
17 Members to seek preliminary and permanent injunctive relief, including but not limited to orders that
18 Defendants account for, disgorge, and restore to Plaintiff and Class Members the wages and other
19 compensation unlawfully withheld from them. Plaintiff and Class Members are entitled to restitution
20 of all monies to be disgorged from Defendants in an amount according to proof at the time of trial,
21 but in excess of the jurisdiction of this Court.

22 **NINTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(By Plaintiff and the Class Against All Defendants)**

25 (48) Plaintiff realleges and incorporate by reference all of the allegations contained in the
26 preceding paragraphs of this Complaint as though fully set forth herein.

27 (49) Pursuant to California Labor Code §§ 201, 202, and 203, if an employer discharges
28 an employee, or an employee resigns, the wages earned and unpaid at the time of the discharge or

1 resignation are due and payable immediately.

2 (50) During the Class Period, Defendants knowingly and willfully failed to properly pay
3 Plaintiff and Class Members all wages earned and unpaid at the time of the discharge or resignation,
4 including but not limited to overtime compensation, in violation of California Labor Code §§ 201,
5 202, and 203.

6 (51) As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
7 Class Members have been damaged in an amount according to proof at trial, and seek penalties
8 pursuant to California Labor Code § 203. Additionally, Plaintiff and Class Members are entitled to
9 all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,
10 including those provided in California Labor Code § 203, as well as other available remedies.

11 **TENTH CAUSE OF ACTION**

12 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES (VIOLATION**
13 **OF LABOR CODE SECTION 2802)**

14 **(By Plaintiff and the Class Against All Defendants)**

15 (52) Plaintiff realleges and incorporate by reference all of the allegations contained in the
16 preceding paragraphs of this Complaint as though fully set forth herein.

17 (53) Pursuant to California Labor section 2802, an employer must reimburse its employee
18 for all necessary expenditures incurred by the employee in direct consequence of the discharge of his
19 or her job duties or in direct consequence of his or her obedience to the directions of the employer.

20 (54) Plaintiff and Class Members incurred necessary business-related expenses and costs
21 that were not fully reimbursed by Defendants.

22 (55) Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class
23 Members for all necessary business-related expenses and costs.

24 (56) Plaintiff and the Class Members are entitled to recover from Defendants their
25 business-related expenses and costs incurred during the course and scope of their employment, plus
26 interest accrued from the date on which the employee incurred the necessary expenditures at the same
27 rate as judgments in civil actions in the State of California.

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ELEVENTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 2698, *ET SEQ.* (VIOLATION
OF THE PRIVATE ATTORNEYS GENERAL ACT)
(Against All Defendants)

(57) Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

(58) California Labor Code Sections 2698, et seq. ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code Section 2699.5.

(59) Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- A. DEFENDANTS violated Labor Code §§ 1194, 1194.2, and 1197 because they failed to pay PLAINTIFF appropriate minimum wage compensation.
- B. DEFENDANTS violated Labor Code §§ 510 and 1198 because they failed to pay PLAINTIFF appropriate overtime wages for all hours over eight (8) in a workday or forty (40) in a workweek, including, but not limited to, time spent working off the clock or during legally mandated meal periods.
- C. DEFENDANTS violated Labor Code §§ 510 because they failed to pay PLAINTIFF appropriate overtime wages at the appropriate rate, including but not limited to for workweeks during which a bonus or other compensation was earned.
- D. DEFENDANTS violated Labor Code § 226.7, 512, and 1198 because they failed to authorize and permit PLAINTIFF uninterrupted rest periods at appropriate times, failed to pay required premium pay, and paid premiums at the incorrect rate.
- E. DEFENDANTS violated Labor Code §§ 226.7, 512 and 1198 because they failed to provide PLAINTIFF uninterrupted meal periods at appropriate times, nor properly paid premium pay for such.
- F. DEFENDANTS violated Labor Code § 204 because they failed to pay PLAINTIFF earned and due wages in a timely fashion during the course of their employment,

1 including, but not limited to, overtime wages, minimum wages, and meal and rest
2 period premiums.

3 G. DEFENDANTS violated California Code of Regulations, title 8, § 11040 in that they
4 did not properly compensate PLAINTIFF for split shift premiums owed when
5 PLAINTIFF' work schedules were interrupted by non-paid non-working periods
6 established by DEFENDANTS, other than bona fide meal and rest periods.

7 H. DEFENDANTS violated Labor Code § 203 because they willfully failed to pay
8 PLAINTIFF earned and due wages.

9 I. DEFENDANTS violated Labor Code §§ 201 and 202 because they willfully failed to
10 pay PLAINTIFF all wages due upon termination. This includes, without limitation,
11 failure to pay the wages owing identified in connection with all of the violations
12 specified herein.

13 J. DEFENDANTS violated Labor Code §§ 226, 226.3, 1174, and 1174.5 because they
14 failed to provide PLAINTIFF with accurate itemized wage and hour statements and
15 because they failed to maintain required records, including but not limited to by failing
16 to reflect hours worked and compensation earned while working off-the-clock, by
17 failing to state the legal entity that is the employer, and by failing to accurately set
18 forth all the requirements of § 226(a). This also includes any violation caused as a
19 result of other violations described in this letter.

20 K. DEFENDANTS violated Labor Code § 2810.5 because they failed to provide
21 PLAINTIFF written notice that lists all requisite information set forth in the code
22 section.

23 L. DEFENDANTS violated Labor Code § 2802 because they failed to reimburse
24 PLAINTIFF all work-related expenses set forth in the code section.

25 (60) Defendants, at all times relevant to this Complaint, were employers or persons acting
26 on behalf of an employer(s) who violated Plaintiff's and other class members' rights by violating
27 various sections of the California Labor Code as set forth above.

28 (61) As set forth above, Defendants violated numerous provisions of both the Labor Code

1 sections regulating hours and days of work as well as the applicable order of the Industrial Welfare
2 Commission. Accordingly, Plaintiff seeks the remedies set forth in Labor Code Section 558 for
3 Plaintiff, the State of California, and all other aggrieved employees.

4 (62) Pursuant to PAGA, and in particular California Labor Code Sections 2699(a), 2699.3,
5 2699.5 and 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment
6 and collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and
7 the State of California against Defendants, in addition to other remedies, for violations of California
8 Labor Code sections 215, 226(a)(b)(c), 226.7, 432, 510, 1194, and 1198.5.

9 (63) Plaintiff has complied with all procedural requirements for Labor Code § 2699.3 prior
10 to filing this Complaint. By letter dated January 24, 2023, by the online portal and by certified mail,
11 Plaintiff through her counsel notified the Labor and Workforce Development Agency (“LWDA”)
12 and each Defendants of the specific provisions of the Labor Code that Defendants have violated.
13 LWDA did not respond to Plaintiff’s notice of the alleged violations within the statutory timeframe,
14 65 calendar days of the postmark date of the notice letter, and Plaintiff has therefore exhausted her
15 administrative remedies. Pursuant to Labor Code § 2699.3, Plaintiff is permitted to pursue her PAGA
16 claims in this action.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, on behalf of themselves and all others similarly situated,
19 respectfully prays for relief against Defendants and DOES 1 through 100, inclusive, and each of
20 them, as follows:

- 21 1. For compensatory damages in an amount to be ascertained at trial;
- 22 2. For restitution of all monies due to Plaintiff and Class Members, as well as
23 disgorged profits from the unfair and unlawful business practices of
24 Defendants;
- 25 3. For meal and rest period compensation pursuant to California Labor Code §
26 226.7 and applicable IWC Wage Orders;
- 27 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 28 5. For preliminary and permanent injunctive relief enjoining Defendants from

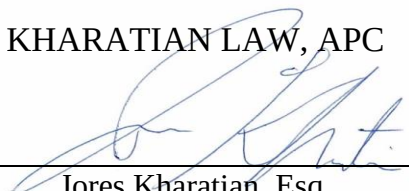
1 violating the relevant provisions of the California Labor Code and the IWC
2 Wager Orders, and from engaging in the unlawful business practices
3 complained of herein;

- 4 6. For waiting time penalties pursuant to California Labor Code § 203;
 - 5 7. For statutory penalties according to proof, including but not limited to all
6 penalties authorized by the California Labor Code §§ 226(e);
 - 7 8. For interest on the unpaid wages at 10% per annum pursuant to California
8 Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288,
9 and/or any other applicable provision providing for pre-judgment interest;
 - 10 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
11 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other
12 applicable provisions providing for attorneys' fees and costs;
 - 13 10. For civil penalties for conduct occurring any time between one year prior to
14 the filing of this Complaint and judgment, and unpaid wages for conduct
15 occurring any time between three years to the filing of this Complaint and
16 judgment, pursuant to California Labor Code Sections 2699(a) and/or 2699(f)
17 and (g) and 558, plus costs and attorneys' fees, for violations of California
18 Labor Code sections 215, 226(a)(b)(c), 226.7, 432, 510, 1194, and 1198.5
 - 19 11. For declaratory relief;
 - 20 12. For an order requiring and certifying the First, Second, Third, Fourth, Fifth,
21 Sixth, Seventh, Eight and Ninth Causes of Action as a class action;
 - 22 13. For an order appointing Plaintiff as class representatives, and Plaintiff's
23 counsel as class counsel; and
 - 24 14. For such further relief that the Court may deem just and proper.
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Dated: May 10, 2023

KHARATIAN LAW, APC

By: 
Jores Kharatian, Esq.

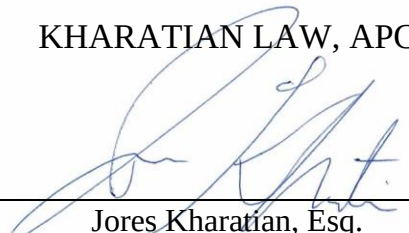
Attorney for Plaintiff BRENDA CASTILLO, on behalf
of herself and all others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFF, on behalf of herself and all others similarly situated, hereby demand a jury
trial with respect to all issues triable of right by jury.

Dated: May 10, 2023

KHARATIAN LAW, APC

By: 
Jores Kharatian, Esq.

Attorney for Plaintiff BRENDA CASTILLO, on behalf
of herself and all others similarly situated

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 595 E. Colorado Blvd., Suite 210, Pasadena, CA 91101, and my electronic service address is jores@kharatianlaw.com. On **May 10, 2023**, I served the foregoing document described as:

X by placing ____ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Boris Sorsher, Bar No.
bsorsher@fisherphillips.com
Lyle M. Chan, Bar No.
lchan@fisherphillips.com
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Attorneys for Defendant, Century Group Professionals, LLC

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASE ANYWHERE**. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **May 10, 2023** at Pasadena, California.

Jores Kharatian
Type or Print Name

/s/ Jores Kharatian
Signature