

Edwin Aiwazian (SBN 232943)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone (818) 265-1020  
Facsimile (818) 265-1021

Douglas Han (SBN 232858)  
**JUSTICE LAW CORPORATION**  
410 Arden Avenue Suite 206  
Glendale, CA 91023  
Telephone: (818) 230-7502  
Facsimile: (818) 230-7259

*Attorneys for Plaintiffs*

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

ART KELLY and RICHARD SANCHEZ  
individually, and on behalf of other  
members of the general public similarly  
situated, and on behalf of aggrieved  
employees pursuant to the Private  
Attorneys General Act ("PAGA");

Plaintiff,

vs.

BARKER MANAGEMENT, INC., a  
California corporation and DOES 1  
through 100, inclusive,

Defendants.

Case No.: BC506120

Assigned for All Purposes to:  
Honorable Kenneth R. Freeman  
Department 310

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

- (1) Violation of California Labor Code §§ 510 1194(a), 1198
- (2) Violation of California Labor Code §§ 226.7 and 512(a)
- (3) Violation of California Labor Code § 226.7
- (4) Violation of California Labor Code §§ 201, 202, and 203
- (5) Violation of California Labor Code §§ 2800 and 2802
- (6) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)
- (7) Violation of California Business & Professions Code § 17200

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiffs ART KELLY and RICHARD SANCHEZ (“Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”) alleges as follows alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

3. This Court has jurisdiction over Defendant BARKER MANAGEMENT, INC. (“Defendant”) because, upon information and belief, Defendant is a citizen of California. At all relevant times, upon information and belief, Defendant has maintained and continues to maintain its headquarters/nerve center/principal place of business within the State of California.

4. Venue is proper in this Court because, upon information and belief, at all relevant times, Defendants employed Plaintiffs within the State of California, County of Los Angeles. At all relevant times, Defendants have owned, managed, and/or operated properties within the State of California, County of Los Angeles. Upon information and belief, at all relevant times, Defendants have employed State of California citizens within the State of California, County of Los Angeles. Upon information and belief, the majority of the acts and omissions alleged herein relating to Plaintiff and some of the other class members took place within the State of California, County of Los Angeles.

**PARTIES**

5. Plaintiff ART KELLY is an individual residing in the State of California and Plaintiff RICHARD SANCHEZ is an individual residing in the County of Los Angeles, State of California.

6. Defendant, at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. At all relevant times, Defendant BARKER MANAGEMENT, INC. was an “employer” of Plaintiffs within the meaning of all applicable California state laws and statutes.

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

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and harm to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant and DOES 1 through 100 will hereinafter collectively be

referred to as “Defendants.”

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

### **CLASS ACTION ALLEGATIONS**

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

13. The proposed class is defined as follows:

All current and former California-based (i.e., currently “residing” in California with the intent to remain in California indefinitely) on-site “Property Managers” or persons who held substantially similar job titles and/or performed substantially similar job duties employed by Defendants within the State of California at any time during the period from April 17, 2009 to final judgment.

Subclass 1: All current and former California-based on-site employees who were provided with an apartment as a condition of employment by Defendants within the State of California at anytime during the period from April 17, 2009 to final judgment.

14. Plaintiffs reserve the right to establish subclasses as appropriate.

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

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than two-hundred eighty-five (285)

1 individuals and the identity of such membership is readily  
2 ascertainable by inspection of Defendants' employment records.

3 b. Typicality: Plaintiffs' claims are typical of all other class members'  
4 as demonstrated herein. Plaintiffs will fairly and adequately  
5 protect the interests of the other class members with whom they  
6 have a well-defined community of interest.

7 c. Adequacy: Plaintiffs will fairly and adequately protect the interests  
8 of each class member, with whom they have a well-defined  
9 community of interest and typicality of claims, as demonstrated  
10 herein. Plaintiffs have no interest that is antagonistic to the other  
11 class members. Plaintiffs' attorneys, the proposed class counsel,  
12 are versed in the rules governing class action discovery,  
13 certification, and settlement. Plaintiffs have incurred, and during  
14 the pendency of this action will continue to incur, costs and  
15 attorneys' fees, that have been, are, and will be necessarily  
16 expended for the prosecution of this action for the substantial  
17 benefit of each class member.

18 d. Superiority: A class action is superior to other available methods  
19 for the fair and efficient adjudication of this litigation because  
20 individual joinder of all class members is impractical.

21 e. Public Policy Considerations: Certification of this lawsuit as a class  
22 action will advance public policy objectives. Employers of this  
23 great state violate employment and labor laws every day. Current  
24 employees are often afraid to assert their rights out of fear of direct  
25 or indirect retaliation. However, class actions provide the class  
26 members who are not named in the complaint anonymity that  
27 allows for the vindication of their rights.

28 16. There are common questions of law and fact as to the class members that

1 predominate over questions affecting only individual members. The following common  
2 questions of law or fact, among others, exist as to the members of the class:

- 3 a. Whether Defendants' California-based "Property Managers," were  
4 compensated for all hours worked in violation of California law;
- 5 b. Whether Defendants' failure to pay wages, without abatement or  
6 reduction, in accordance with the California Labor Code, was  
7 willful;
- 8 c. Whether Defendants required Plaintiffs and the other class  
9 members to work over eight (8) hours per day and/or over forty  
10 (40) hours per week and failed to pay the legally required overtime  
11 compensation to Plaintiff and the other class members;
- 12 d. Whether Defendants deprived Plaintiffs and the other class  
13 members of meal periods or required Plaintiffs and the other class  
14 members to work during meal periods without compensation;
- 15 e. Whether Defendants deprived Plaintiffs and the other class  
16 members of rest periods or required Plaintiffs and the other class  
17 members to work during rest periods without compensation;
- 18 f. Whether Defendants failed to pay minimum wages to Plaintiffs and  
19 the other class members for all hours worked;
- 20 g. Whether Defendants failed to pay all wages due to Plaintiffs and  
21 the other class members within the required time upon their  
22 discharge or resignation;
- 23 h. Whether Defendants failed to fully reimburse Plaintiffs and the  
24 other class members for necessary business-related expenses and  
25 costs
- 26 i. Whether Defendants failed to properly calculate Plaintiffs and the  
27 other class members' regular rate of pay for overtime calculations;
- 28 j. Whether Defendants' conduct was willful or reckless; and

1 k. Whether Defendants engaged in unfair business practices in  
2 violation of California Business & Professions Code section  
3 17200, et seq.;

4 17. At all times herein set forth, PAGA was applicable to Plaintiff  
5 SANCHEZ's employment by Defendants.

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

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

15 20. Plaintiff SANCHEZ was employed by Defendants and the alleged  
16 violations were committed against him during his time of employment and he is,  
17 therefore, an aggrieved employee. Plaintiff SANCHEZ and the other employees are  
18 "aggrieved employees" as defined by California Labor Code section 2699(c) in that  
19 they are all current or former employees of Defendants, and one or more of the alleged  
20 violations were committed against them.

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

24 a. The aggrieved employee shall give written notice by certified mail  
25 (hereinafter "Employee's Notice") to the LWDA and the employer  
26 of the specific provisions of the California Labor Code alleged to  
27 have been violated, including the facts and theories to support the  
28 alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within thirty (30) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within thirty-three (33) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

22. On December 4, 2013, Plaintiff SANCHEZ provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. After January 6, 2013, Plaintiff SANCHEZ reserves the right to amend this complaint to include the LWDA Notice informing Plaintiff SANCHEZ that the LWDA does not intend to investigate. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California Labor Code section 558, against Defendants, in addition to other remedies, for violations of California Labor Code sections 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1198, and 2802 will have been satisfied.

## GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as on-site property managers.

24. Defendants had the authority to hire and terminate Plaintiffs and the other class members; to set work rules and conditions governing Plaintiffs' and the other class members' employment; and to supervise their daily employment activities.

25. Defendants exercised sufficient authority over the terms and conditions of

1 Plaintiffs' and the other class members' employment for them to be joint employers of  
2 Plaintiffs and the other class members.

3 26. Defendants directly hired and paid wages and benefits to Plaintiffs and the  
4 other class members.

5 27. Plaintiffs are informed and believe, and based thereon allege, Plaintiffs  
6 and the other class members worked over eight (8) hours in a day, and/or forty (40)  
7 hours in a week during their employment with Defendants.

8 28. Plaintiffs are informed and believe, and based thereon allege, that  
9 Defendants engaged in a uniform policy and systematic scheme of wage abuse against  
10 their on-site "Property Managers." This scheme involved, *inter alia*, requiring its on-site  
11 employees to work more than eight (8) hours per day and more than forty (40) hours per  
12 week and allowing the employees to only report their scheduled hours and failing to  
13 compensate for the off-the-clock work.

14 29. Plaintiffs are informed and believe, and based thereon allege, that  
15 Defendants knew or should have known that Plaintiffs and the other class members  
16 were entitled to receive certain wages for overtime compensation and that they were not  
17 receiving wages for overtime compensation.

18 30. Plaintiffs are informed and believe, and based thereon allege, that  
19 Defendants failed to provide Plaintiffs and the other class members the required rest  
20 and meal periods during the relevant time period as required under the Industrial  
21 Welfare Commission Wage Orders and thus they are entitled to any and all applicable  
22 penalties.

23 31. Plaintiffs are informed and believe, and based thereon alleges, that  
24 Defendants knew or should have known that Plaintiffs and the other class members  
25 were entitled to receive all meal periods or payment of one additional hour of pay at  
26 Plaintiffs' and the other class members' regular rate of pay when a meal period was  
27 missed, and they did not receive all meal periods or payment of one additional hour of  
28 pay at Plaintiffs' and the other class members' regular rate of pay when a meal period

1 was missed.

2       32. Plaintiffs are informed and believe, and based thereon allege, that  
3 Defendants knew or should have known that Plaintiffs and the other class members  
4 were entitled to receive all rest periods or payment of one additional hour of pay at  
5 Plaintiffs' and the other class members' regular rate of pay when a rest period was  
6 missed, and they did not receive all rest periods or payment of one additional hour of  
7 pay at Plaintiffs' and the other class members' regular rate of pay when a rest period  
8 was missed.

9       33. Plaintiffs are informed and believe, and based thereon allege, that  
10 Defendants knew or should have known that Plaintiffs and the other class members  
11 were entitled to receive at least minimum wages for compensation and that they were  
12 not receiving at least minimum wages for all hours worked.

13       34. Plaintiffs are informed and believe, and based thereon allege, that  
14 Defendants knew or should have known that Plaintiffs and the other class members  
15 were entitled to receive all wages owed to them upon discharge or resignation,  
16 including overtime and minimum wages and meal and rest period premiums, and they  
17 did not, in fact, receive all such wages owed to them at the time of their discharge or  
18 resignation.

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

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

28       37. At all material times set forth herein, Defendants failed to pay overtime

1 wages to Plaintiffs and the other class members for all hours worked. Plaintiffs and the  
2 other class members were required to work more than eight (8) hours per day and/or  
3 forty (40) hours per week without overtime compensation.

4 38. At all material times set forth herein, Defendants failed to provide the  
5 requisite uninterrupted meal and rest periods to Plaintiffs and the other class members.

6 39. At all material times set forth herein, Defendants failed to pay Plaintiffs  
7 and the other class members at least minimum wages for all hours worked.

8 40. At all material times set forth herein, Defendants failed to pay Plaintiffs  
9 and the other class members all wages owed to them upon discharge or resignation.

10 41. At all material times set forth herein, Defendants failed to reimburse  
11 Plaintiffs and the other class members for all necessary business-related expenses/costs.

12 42. At all material times set forth herein, Defendants failed to properly  
13 compensate Plaintiffs and the other class members pursuant to California law in order  
14 to increase Defendants' profits.

### 15 **FIRST CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 510, 1194(a), 1198)**

17 **(Against BARKER MANAGEMENT, INC. and DOES 1 through 100)**

18 43. Plaintiffs incorporate by reference the allegations contained in paragraphs  
19 1 through 42, and each and every part thereof with the same force and effect as though  
20 fully set forth herein.

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

25 45. Pursuant to California Labor Code § 1198, the maximum hours of work  
26 and the standard conditions of labor fixed by the commission shall be the maximum  
27 hours of work and the standard conditions of labor for employees. The employment of  
28 any employee for longer hours than those fixed by the order or under conditions of  
labor prohibited by the order is unlawful.

1           46. Pursuant to the applicable IWC Wage Order, Defendants are and were  
2 required to pay Plaintiff and the other class members at the rate of time-and-one-half  
3 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours  
4 in a workweek.

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

9           48. Pursuant to California Labor Code section 510, any work in excess of  
10 eight hours in one workday and any work in excess of 40 hours in any one workweek  
11 and the first eight hours worked on the seventh day of work in any one workweek shall  
12 be compensated at the rate of no less than one and one-half times the regular rate of pay  
13 for an employee. Any work in excess of 12 hours in one day shall be compensated at  
14 the rate of no less than twice the regular rate of pay for an employee. In addition, any  
15 work in excess of eight hours on any seventh day of a workweek shall be compensated  
16 at the rate of no less than twice the regular rate of pay of an employee.

17           49. Pursuant to California Labor Code section 510, Plaintiff and the other  
18 class members are entitled to overtime compensation at one-and-one-half times the  
19 regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40)  
20 hours in a week or for the first eight (8) hours worked on the seventh day of work, and  
21 to overtime compensation at twice the regular hourly rate for hours worked in excess of  
22 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of  
23 work.

24           50. During the relevant time period, Plaintiff and the other class members  
25 worked in excess of eight (8) hours in a day.

26           51. During the relevant time period, Plaintiff and the other class members  
27 worked in excess of forty (40) hours in a week.

28           52. During the relevant time period, Plaintiff and the other class members  
were subject to Defendants' control and were not compensated for all hours subject to  
Defendants' control.

53. Pursuant to California Labor Code § 1194, it is unlawful to employ persons by compensating less than the legal minimum wage.

54. During the relevant time period, Plaintiffs and the other class members were not paid for all hours worked at least at a minimum wage.

55. During the relevant time period, Defendants intentionally and willfully failed to pay minimum wages owed to Plaintiffs and the other class members.

56. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

57. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid minimum wage as well as interest, costs, and attorneys' fees.

## **SECOND CAUSE OF ACTION**

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

#### **(Against BARKER MANAGEMENT, INC. and DOES 1 through 100)**

58. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 57, and each and every part thereof with the same force and effect as though fully set forth herein.

59. At all times herein mentioned, the Industrial Welfare Commission Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

60. Pursuant to California Labor Code section 226.7, no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

61. Pursuant to California Labor Code section 512(a), an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if

1 the total work period per day of the employee is no more than six hours, the meal  
2 period may be waived by mutual consent of both the employer and employee.

3 62. Pursuant to California Labor Code section 512(a), an employer may not  
4 employ an employee for a work period of more than 10 hours per day without providing  
5 the employee with a second meal period of not less than 30 minutes, except that if the  
6 total hours worked is no more than 12 hours, the second meal period may be waived by  
7 mutual consent of the employer and the employee only if the first meal period was not  
8 waived.

9 63. As alleged herein, Defendants failed to permit, authorize and/or provide  
10 Plaintiffs' and class members' meal breaks. By these actions, Defendants violated  
11 California Labor Code sections 226.7(a) and 512(a), and is liable to Plaintiff and the  
12 other class members.

13 64. During the relevant time period, Plaintiffs and the other class members  
14 who were scheduled to work for a period of time in excess of five (5) hours were  
15 required to work for a period of time in excess of five (5) hours, and were required to  
16 work for periods longer than five (5) hours without an uninterrupted meal period of not  
17 less than thirty (30) minutes.

18 65. During the relevant time period, Plaintiffs and the other class members  
19 who were scheduled to work in excess of ten (10) hours but not longer than twelve (12)  
20 hours, and who did not waive their legally-mandated meal periods by mutual consent  
21 were required to work in excess of ten (10) hours without receiving a second  
22 uninterrupted meal period of not less than thirty (30) minutes.

23 66. During the relevant time period, Defendants intentionally and willfully  
24 required Plaintiffs and the other class members to work during meal periods and failed  
25 to pay Plaintiffs and the other class members the full meal period premium for work  
26 performed during meal periods.

27 67. Defendants' conduct violates applicable Industrial Welfare Commission  
28 Wage Orders, and California Labor Code sections 226.7 and 512(a).

68. Defendant's obligation to provide uninterrupted meal periods pursuant to  
applicable Industrial Welfare Commission Wage Orders, and California Labor Code

1 section 226.7 and 512(a) or to provide a premium wage does and did not have any  
2 effect on Defendant's rates, routes, or services and did not directly or indirectly bind  
3 Defendant to a particular price, route or service and thus did not interfere with  
4 competitive market forces within the industry.

5 69. Pursuant to California Labor Code section 226.7(b), Plaintiffs and the  
6 other class members are entitled to recover from Defendants one additional hour of pay  
7 at the employee's regular rate of compensation for each workday that the meal or rest  
8 period is not provided.

### 9 **THIRD CAUSE OF ACTION**

#### 10 **(Violation of California Labor Code §§ 226.7)**

#### 11 **(Against BARKER MANAGEMENT, INC. and DOES 1 through 100)**

12 70. Plaintiffs incorporate by reference the allegations contained in paragraphs  
13 1 through 69, and each and every part thereof with the same force and effect as though  
14 fully set forth herein.

15 71. At all times herein set forth, the California Industrial Welfare Commission  
16 Order and California Labor Code section 226.7 was applicable to Plaintiffs' and the  
17 other class members' employment by Defendants.

18 72. Pursuant to California Labor Code section 226.7, no employer shall  
19 require an employee to work during any rest period mandated by an applicable order of  
20 the California Industrial Welfare Commission.

21 73. As alleged herein, Defendants routinely interrupted and/or failed to  
22 permit, authorize and/or provide Plaintiffs' and class members' rest breaks. By these  
23 actions, Defendants violated California Labor Code section 226.7(a) and is liable to  
24 Plaintiff and the other class members.

25 74. During the relevant time period, Defendants required Plaintiffs and the  
26 other class members of the class to work in excess of four (4) hours without providing  
27 them a ten (10) minute rest period.

28 75. During the relevant time period, Defendants required Plaintiffs and the  
other class members to work an additional four (4) hours without providing a second  
ten (10) minute rest period.

76. During the relevant time period, Defendants required Plaintiffs and the other class members to work an additional four (4) hours without providing a third ten (10) minute rest period.

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

78. Defendants' conduct violates applicable Industrial Welfare Commission Wage Orders, and California Labor Code section 226.7.

79. Defendant's obligation to provide rest periods pursuant to applicable Industrial Welfare Commission Wage Orders, and California Labor Code section 226.7 or to provide a premium wage does and did not have any effect on Defendant's rates, routes, or services and did not directly or indirectly bind Defendant to a particular price, route or service and thus did not interfere with competitive market forces within the industry.

80. Pursuant to California Labor Code section 226.7(b), Plaintiffs and the other class members of the class are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

#### FOURTH CAUSE OF ACTION

**(Violation of California Labor Code §§ 201, 202, and 203)**

**(Against BARKER MANAGEMENT, INC. and DOES 1 through 100)**

81. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

82. Pursuant to California Labor Code sections 201 and 202, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her intention to

quit, in which case the employee is entitled to his or her wages at the time of quitting.

83. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members their wages, earned and unpaid, within seventy-two (72) hours of Plaintiffs and the other class members leaving Defendants' employ.

84. Defendants' failure to pay Plaintiffs and the other class members their wages, earned and unpaid, within seventy-two (72) hours of her leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

85. Pursuant to California Labor Code section 203, if an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

86. Plaintiffs and the other class members are entitled to recover the statutory penalty for each day they were not paid, at her regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code section 203.

### **FIFTH CAUSE OF ACTION**

#### **(Violation of California Labor Code §§ 2800 & 2802)**

#### **(Against BARKER MANAGEMENT, INC. and DOES 1 through 100)**

87. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 86, and each and every part thereof with the same force and effect as though fully set forth herein.

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

89. Plaintiffs and Class Members incurred necessary business-related

1 expenses and costs during the relevant time period that were not fully reimbursed by  
2 Defendants. Such expenses include, but are not limited to, gas mileage for using  
3 personal vehicles for company business and personal cell phone costs.

4 90. Defendants have knowingly, intentionally, and willfully failed and refused  
5 to reimburse Plaintiffs and Class Members for necessary business related expenses and  
6 costs.

7 91. Plaintiffs and Class Members are entitled to recover from Defendants their  
8 business-related expenses and costs incurred during the course and scope of their  
9 employment, plus interest accrued from the date on which the employee incurred the  
10 necessary expenditures, as well as attorneys' fees.

#### 11 **SIXTH CAUSE OF ACTION**

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

#### 13 **(Against BARKER MANAGEMENT, INC. and DOES 1 through 100)**

14 92. Plaintiffs incorporate by reference the allegations contained in paragraphs  
15 1 through 91, and each and every part thereof with the same force and effect as though  
16 fully set forth herein.

17 93. PAGA expressly establishes that any provision of the California Labor  
18 Code which provides for a civil penalty to be assessed and collected by the LWDA, or  
19 any of its departments, divisions, commissions, boards, agencies or employees for a  
20 violation of the California Labor Code, may be recovered through a civil action brought  
21 by an aggrieved employee on behalf of himself or herself, and other current or former  
22 employees.

23 94. Whenever the LWDA, or any of its departments, divisions, commissions,  
24 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil  
25 action is authorized to exercise the same discretion, subject to the same limitations and  
26 conditions, to assess a civil penalty.

27 95. Plaintiffs and the other Truck Drivers are "aggrieved employees" as  
28 defined by California Labor Code section 2699(c) in that they are all current or former  
employees of Defendants, and one or more of the alleged violations was committed

1 against them.

2 96. In addition to civil penalties California Labor Code section 558 authorizes  
3 collection of wages for violation of a section of this chapter or any provision regulating  
4 hours and days of work in any order of the Industrial Welfare Commission.

5 **Failure to Pay Overtime**

6 97. Defendants' failure to pay legally required overtime wages to Plaintiffs  
7 and the other aggrieved employees is in violation of the Wage Orders and constitutes  
8 unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

9 **Failure to Pay Minimum Wage**

10 98. Defendants' failure to pay legally required minimum wages to Plaintiffs  
11 and the other aggrieved employees is in violation of the Wage Orders and constitutes  
12 unlawful or unfair activity prohibited by California Labor Code section 1194.

13 **Failure to Provide Meal Periods**

14 99. Defendants' failure to provide legally required meal periods or to pay  
15 premium wages for missed or interrupted meal periods to Plaintiffs and the other  
16 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or  
17 unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

18 **Failure to Provide Rest Periods**

19 100. Defendants' failure to provide legally required rest periods or to pay  
20 premium wages for missed or interrupted meal periods to Plaintiffs and the other  
21 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or  
22 unfair activity prohibited by California Labor Code sections 226.7.

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

24 101. Defendants' failure to timely pay wages to Plaintiffs and the other  
25 aggrieved employees during employment in accordance with Labor Code section 204  
26 constitutes unlawful and/or unfair activity prohibited by California Labor Code section  
27 204.

28 **Failure to Provide Complete and Accurate Wage Statements**

102. Defendants' failure to provide complete and accurate wage statements to

1 Plaintiffs and the other aggrieved employees in accordance with Labor Code section  
2 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code  
3 section 226(a).

4 **Failure to Keep Complete and Accurate Payroll Records**

5 103. Defendants' failure to keep complete and accurate payroll records relating  
6 to Plaintiffs and the other aggrieved employees in accordance with California Labor  
7 Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by  
8 California Labor Code section 1174(d).

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

10 104. Defendants' failure to timely pay wages to Plaintiffs and the other  
11 aggrieved employees upon termination of employment in accordance with Labor Code  
12 section 201 and 202 constitutes unlawful and/or unfair activity prohibited by California  
13 Labor Code section 203.

14 105. Pursuant to California Labor Code section 2699, Plaintiffs, individually,  
15 and on behalf of all aggrieved employees, request and are entitled to recover from  
16 Defendants and each of them, unpaid wages, and/or untimely wages according to proof,  
17 interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as  
18 well as all statutory penalties against Defendants, and each of them, including but not  
19 limited to:

- 20 a. Penalties under California Labor Code section 2699 in the amount of  
21 a hundred dollars (\$100) for each aggrieved employee per pay  
22 period for the initial violation, and two hundred dollars (\$200) for  
23 each aggrieved employee per pay period for each subsequent  
24 violation;
- 25 b. Penalties under California Code of Regulations Title 8 section 11070  
26 in the amount of fifty dollars (\$50) for each aggrieved employee per  
27 pay period for the initial violation, and one hundred dollars (\$100)  
28 for each aggrieved employee per pay period for each subsequent  
violation;

- 1 c. Penalties under California Labor Code section 210 in addition to,  
2 and entirely independent and apart from, any other penalty provided  
3 in the California Labor Code in the amount of a hundred dollars  
4 (\$100) for each aggrieved employee per pay period for the initial  
5 violation, and two hundred dollars (\$200) for each aggrieved  
6 employee per pay period for each subsequent violation; and  
7 d. Wages under California Labor Code section 558 in addition to, and  
8 entirely independent and apart from, any other penalty provided in  
9 the California Labor Code; and  
10 e. Any and all additional penalties and sums as provided by the  
11 California Labor Code and/or other statutes.

12 106. Pursuant to California Labor Code section 2699(i), civil penalties  
13 recovered by aggrieved employees shall be distributed as follows: seventy-five percent  
14 (75%) to the Labor and Workforce Development Agency for the enforcement of labor  
15 laws and education of employers and employees about their rights and responsibilities  
16 and twenty-five percent (25%) to the aggrieved employees. Wages recovered pursuant  
17 to California Labor Code section 558 shall be paid directly to the affected employees.

18 107. Further, Plaintiffs are entitled to seek and recover reasonable attorneys'  
19 fees and costs pursuant to California Labor Code sections 2699, 218.5, and 210 and any  
20 other applicable statute.

## 21 **SEVENTH CAUSE OF ACTION**

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

23 **(Against BARKER MANAGEMENT, INC. and DOES 1 through 100)**

24 108. Plaintiffs incorporate by reference the allegations contained in Paragraphs  
25 1 through 107, and each and every part thereof with the same force and effect as though  
26 fully set forth herein.

27 109. Defendants' conduct, as alleged herein, has been, and continues to be,  
28 unfair, unlawful and harmful to Plaintiffs, other class members, to the general public,  
and Defendants' competitors.

1           110. Accordingly, Plaintiffs seek to enforce important rights affecting the  
2 public interest within the meaning of Code of Civil Procedure section  
3 1021.5. Defendants' activities as alleged herein are violations of California law, and  
4 constitute unlawful business acts and practices in violation of California Business &  
5 Professions Code section 17200, et seq. A violation of California Business &  
6 Professions Code section 17200, et seq. may be predicated on the violation of any state  
7 or federal law.

8                           **Violation of California Labor Code §§ 510 and 1198**

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

14           112. Specifically, the applicable IWC Wage Order provides that Defendants  
15 are and were required to pay Plaintiffs and the other class members employed by  
16 Defendant, and working more than eight (8) hours in a day or more than forty (4) hours  
17 in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight  
18 (8) hours in a day or more than forty (40) hours in a workweek.

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

23           114. California Labor Code section 510 codifies the right to overtime  
24 compensation at one-and-one-half times the regular hourly rate for hours worked in  
25 excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8)  
26 hours worked on the seventh day of work, and no overtime compensation at twice the  
27 regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess  
28 of eight (8) hours in a day on the seventh day of work.

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

4           116. During the relevant time period, Defendants intentionally and willfully  
5 failed to pay overtime wages owed to Plaintiffs and the other class members.

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

9           118. Pursuant to California Labor Code section 1194, Plaintiffs and the other  
10 class members are entitled to recover unpaid overtime compensation, as well as interest,  
11 costs, and attorneys' fees.

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

13           119. At all relevant times, the IWC Order and California Labor Code sections  
14 226.7 and 512(a) were applicable to Plaintiffs' and the other class members'  
15 employment by Defendants.

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

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

25           122. At all relevant times, the applicable IWC Wage Order and California  
26 Labor Code section 512(a) further provide that an employer may not require, cause or  
27 permit an employee to work for a work period of more than ten (10) hours per day  
28 without providing the employee with a second uninterrupted meal period of not less

1 than thirty (30) minutes, except that if the total hours worked is no more than twelve  
2 (12) hours, the second meal period may be waived by mutual consent of the employer  
3 and the employee only if the first meal period was not waived.

4 123. During the relevant time period, Plaintiffs and the other class members  
5 who were scheduled to work for a period of time no longer than six (6) hours, and who  
6 did not waive their legally-mandated meal periods by mutual consent, were required to  
7 work for periods longer than five (5) hours without an uninterrupted meal period of not  
8 less than thirty (30) minutes.

9 124. During the relevant time period, Plaintiffs and the other class members  
10 who were scheduled to work for a period of time in excess of six (6) hours were  
11 required to work for periods longer than five (5) hours without an uninterrupted meal  
12 period of not less than thirty (30) minutes.

13 125. During the relevant time period, Plaintiffs and the other class members  
14 who were scheduled to work for a period of time in excess of ten (10) hours but no  
15 longer than twelve (12) hours, and who did not waive their legally-mandated meal  
16 periods by mutual consent were required to work in excess of ten (10) hours without  
17 receiving a second uninterrupted meal period of not less than thirty (30) minutes.

18 126. During the relevant time period, Plaintiffs and other class members who  
19 were scheduled to work for a period of time in excess of twelve (12) hours were  
20 required to work for periods longer than ten (10) hours without a second uninterrupted  
21 meal period of not less than thirty (30) minutes.

22 127. During the relevant time period, Defendants intentionally and willfully  
23 required Plaintiffs and the other class members to work during meal periods and failed  
24 to compensate Plaintiffs and the other class members the full meal period premium for  
25 work performed during meal periods.

26 128. During the relevant time period, Defendants failed to pay Plaintiffs and  
27 the other class members the full meal period premium due pursuant to California Labor  
28 Code section 226.7.

1           129. Defendants' conduct violates applicable IWC Wage Order and California  
2 Labor Code sections 226.7 and 512(a).

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

7                           **Violation of California Labor Code § 226.7**

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

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

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

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

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

27           136. During the relevant time period, Defendants failed to pay Plaintiffs and  
28 the other class members the full rest period premium due pursuant to California Labor

1 Code section 226.7

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

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

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

9 139. At all relevant times, California Labor Code sections 1194, 1197, and  
10 1197.1 provide that the minimum wage to be paid to employees, and the payment of a  
11 lesser wage than the minimum so fixed is unlawful.

12 140. During the relevant time period, Defendants failed to pay minimum wage  
13 to Plaintiffs and the other class members as required, pursuant to California Labor Code  
14 sections 1194, 1197, and 1197.1.

15 141. Defendants' failure to pay Plaintiffs and the other class members the  
16 minimum wage as required violates California Labor Code sections 1194, 1197, and  
17 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to  
18 recover the unpaid balance of their minimum wage compensation as well as interest,  
19 costs, and attorney's fees.

20 **Violation of California Labor Code §§ 201, 202, and 203**

21 142. At all relevant times herein set forth, California Labor Code sections 201  
22 and 202 provide that if an employer discharges an employee, the wages earned and  
23 unpaid at the time of discharge are due and payable immediately, and if an employee  
24 quits his or her employment, his or her wages shall become due and payable not later  
25 than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)  
26 hours notice of his or her intention to quit, in which case the employee is entitled to his  
27 or her wages at the time of quitting.

28 143. During the relevant time period, Defendants intentionally and willfully

1 failed to pay the other class members who are no longer employed by Defendants their  
2 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants'  
3 employ.

4 144. Defendants' failure to pay Plaintiffs and the other class members who are  
5 no longer employed by Defendants' their wages, earned and unpaid, within seventy-two  
6 (72) hours of their leaving Defendants' employ, is in violation of California Labor Code  
7 sections 201 and 202.

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

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

16 **Violation of California Labor Code §§ 2800 and 2802**

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

22 148. Plaintiffs and the other class members incurred necessary business-related  
23 expenses and costs that were not fully reimbursed by Defendants, including but not  
24 limited to, costs for gas mileage.

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

27 150. Plaintiffs and the other class members are entitled to recover from  
28 Defendants their business-related expenses and costs incurred during the course and

1 scope of their employment, plus interest accrued from the date on which the employee  
2 incurred the necessary expenditures at the same rate as judgments in civil actions in the  
3 State of California.

4 151. As a result of the herein described violations of California law,  
5 Defendants unlawfully gained an unfair advantage over other businesses.

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

9 153. Pursuant to California Business & Professions Code sections 17200, et  
10 seq., Plaintiffs and the other class members are entitled to restitution of the wages  
11 withheld and retained by Defendants during a period that commences four years prior to  
12 the filing of this Complaint; an award of attorneys' fees pursuant to California Code of  
13 Civil procedure section 1021.5 and other applicable laws; and an award of costs.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the  
16 general public similarly situated, prays for relief and judgment against Defendants,  
17 jointly and severally, as follows:

18 **Class Certification**

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

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

26 5. For general unpaid wages at minimum wage and overtime rates and such  
27 general and special damages as may be appropriate;

- 28 6. For pre-judgment interest on any unpaid minimum wage and overtime

1 compensation commencing from the date such amounts were due;

2 7. For the imposition of statutory penalties;

3 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
4 statute;

5 9. For civil penalties pursuant to California Labor Code sections 2699(a), (f)  
6 and (g) plus costs and attorneys' fees for violation of California Labor Code sections  
7 510, 1194, 1197, 1197.1 and 1198and

8 10. For such other and further relief as the court may deem just and proper.

9 As to the Second Cause of Action

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

12 12. For wages pursuant to California Labor Code section 226.7(b);

13 13. For the imposition of statutory penalties; and

14 14. For such other and further relief as the court may deem just and proper.

15 As to the Third Cause of Action

16 15. For all actual, consequential, and incidental losses and damages,  
17 according to proof;

18 16. For wages pursuant to California Labor Code section 226.7(b); and

19 17. For such other and further relief as the court may deem just and proper.

20 As to the Fourth Cause of Action

21 18. For actual, consequential and incidental losses and damages, according to  
22 proof;

23 19. For statutory penalties pursuant to California Labor Code section 203 for  
24 Plaintiffs and all other class members who have left Defendants' employ;

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

26 21. For civil penalties pursuant to California Labor Code sections 2699(a), (f)  
27 and (g) plus costs and attorneys' fees for violation of California Labor Code sections  
28 201, 202 and 203; and

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

As to the Fifth Cause of Action

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

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

25. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 226(a); and

26. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

27. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174, 1194, 1197, 1197.1, and 1198; and

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

As to the Seventh Cause of Action

29. For restitution of unpaid wages and other monies wrongfully withheld and retained by Defendants to Plaintiffs and the other class members and prejudgment interest from the day such amount were due and payable;

30. For reasonable attorneys' fees and costs of suit incurred herein that Plaintiffs and the other class members are entitled to recover under California Code of Civil Procedure section 1021.5.

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

32. For such other and further relief as the court may deem just and proper.

Dated: December 17, 2013

**LAWYERS *for* JUSTICE, P.C.**

By: \_\_\_\_\_

Edwin Aiwanian  
*Attorneys for Plaintiffs*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**  
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is nalonsoesteban@justicelawcorp.com

On December 12, 2025, I served the foregoing document described as

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

for the following case: **Kelly, et al. v. Barker Management, Inc.**  
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-291448-17**  
**Court Case No.: BC506120**  
**Los Angeles Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

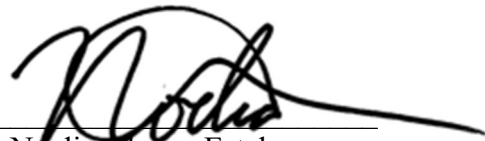
**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

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

Executed on December 12, 2025, at Pasadena, California.

  
\_\_\_\_\_  
Noelia Alonso Esteban