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MAY 16 2023

SHASTA COUNTY SUPERIOR COURT
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Attorneys for Plaintiff RAMON ESTRADA,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SHASTA

RAMON ESTRADA, on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

URBAN RETREAT, INC., a California
corporation; and DOES 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No.: 23CV-0201662

FIRST AMENDED COMPLAINT FOR:

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PROVIDE ALL MEAL PERIODS;**
- 3. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
- 4. FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
- 5. INDEPENDENT FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 6. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 7. VIOLATIONS OF LABOR CODE §§ 201-202;**
- 8. PENALTIES UNDER LABOR CODE § 2699; AND**
- 9. UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

Honorable Tamara L. Wood
Department 8

Action filed: February 28, 2023
Trial Date: January 30, 2024

Plaintiff RAMON ESTRADA, an individual on behalf of himself and all others similarly
situated (collectively referred to as "Plaintiffs"), hereby files this Complaint against Defendant

BY FAX

1 URBAN RETREAT, INC. and DOES 1 to 10 (collectively referred to as “Defendants”). Plaintiffs
2 are informed and believe, and on the basis of that information and belief, allege as follows:

3 **I.**

4 **INTRODUCTION**

5 1. This is a civil action seeking recovery for Defendants’ violations of the California
6 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by
7 the California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
8 principles.

9 2. Plaintiffs’ action seeks monetary damages, including full restitution from
10 Defendants as a result of Defendants’ unlawful, fraudulent and/or unfair business practices.

11 3. The acts complained of herein occurred, occur and will occur, at least in part,
12 within the time period from four years preceding the filing of the original Complaint herein, up
13 to and through the time of trial for this matter although this should not automatically be
14 considered the statute of limitations for any cause of action herein.

15 **RELEVANT JOB TITLES**

16 4. For introductory and general information only (and not to be considered a
17 proposed class definition), the relevant individuals in this action are Defendants’ hourly-paid,
18 non-exempt employees who were subjected to Defendants’ policies and practices as described
19 herein. Any differences in job activities between the different individuals in these positions were
20 and are legally insignificant to the issues presented by this action.

21 **SUMMARY OF CLAIMS**

22 5. With regard to Defendants’ hourly-paid, non-exempt employees, Defendants
23 have:

- 24 a. Failed to pay straight time, minimum and/or overtime wages for all hours
25 worked;
- 26 b. Failed to provide all legally-requisite meal periods;
- 27 c. Failed to authorize and permit all paid legally-requisite rest periods;
- 28 d. Failed to reimburse for all work-related expenses;

- e. Independently failed to timely furnish accurate itemized wage statements;
- f. Derivatively failed to timely furnish accurate itemized wage statements;
- g. Violated Labor Code §§ 201-202;
- h. Incurred penalties under Labor Code §§ 2698, et seq.; and
- i. Conducted unfair business practices.

II.

PARTIES

PLAINTIFF RAMON ESTRADA

6. Plaintiff RAMON ESTRADA is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff RAMON ESTRADA worked for Defendants as an hourly-paid, non-exempt employee from approximately March 2022 to June 2022 in Redding, California, which is in Shasta County, California.

8. Plaintiff RAMON ESTRADA seeks recovery herein from Defendants because with regard to Plaintiff RAMON ESTRADA, while acting for Defendants in his capacity as an hourly-paid, non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum and/or overtime wages for all hours worked;
- b. Failed to provide all legally-requisite meal periods;
- c. Failed to authorize and permit all paid legally-requisite rest periods;
- d. Failed to reimburse for all work-related expenses;
- e. Independently failed to timely furnish accurate itemized wage statements;
- f. Derivatively failed to timely furnish accurate itemized wage statements;
- g. Violated Labor Code §§ 201-202;
- h. Incurred penalties under Labor Code §§ 2698, et seq.; and
- i. Conducted unfair business practices.

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1 DEFENDANT URBAN RETREAT, INC.

2 9. Defendant URBAN RETREAT, INC. is now and/or at all times mentioned in this
3 Complaint was a California corporation and the owner and operator of an industry, business
4 and/or facility(/ies) licensed to do business and actually doing business in the State of California.

5 DOES 1 TO 10, INCLUSIVE

6 10. DOES 1 to 10, inclusive, are now and/or at all times mentioned in this Complaint
7 were licensed to do business and/or actually doing business in California.

8 11. Plaintiffs do not know the true names or capacities, whether individual, partner or
9 corporate, of DOES 1 to 10, inclusive and for that reason, DOES 1 to 10 are sued under such
10 fictitious names under California Code of Civil Procedure § 474.

11 12. Plaintiffs will seek leave of court to amend this Complaint to allege such names and
12 capacities as soon as they are ascertained.

13 ALL DEFENDANTS

14 13. Defendants, and each of them, are now and/or at all times mentioned in this
15 Complaint were in some manner legally responsible for the events, happenings and circumstances
16 alleged in this Complaint.

17 14. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
18 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

19 15. Defendants, and each of them, are now and/or at all times mentioned in this
20 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
21 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
22 mentioned in this Complaint were acting within the course and scope of that agency, servitude
23 and/or employment.

24 16. Defendants, and each of them, are now and/or at all times mentioned in this
25 Complaint were members of and/or engaged in a joint venture, partnership and common
26 enterprise, and were acting within the course and scope of, and in pursuance of said joint
27 venture, partnership and common enterprise.

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17. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

18. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

19. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

III.

JURISDICTION AND VENUE

20. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

21. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

22. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff RAMON ESTRADA and the members of the putative Classes herein were all California citizens and Defendant URBAN RETREAT, INC. is a California corporation. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

23. Venue is proper in Shasta County under Code of Civil Procedure § 395(a) and Code of Civil Procedure § 395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

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1 IV.

2 **CLASS ACTION ALLEGATIONS**

3 24. Code of Civil Procedure § 382 provides in pertinent part: “[W]hen the question is
4 one of a common or general interest, of many persons, or when the parties are numerous, and it
5 is impracticable to bring them all before the court, one or more may sue or defend for the benefit
6 of all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

7 25. The putative classes Plaintiffs will seek to certify are currently composed of and
8 defined as follows:

- 9 a. All California citizens employed by Defendants as hourly-paid, non-exempt
10 employees during the appropriate time period who were subjected to
11 Defendants’ policies and practices regarding the payment of straight time,
12 minimum and/or overtime wages as specifically described herein (hereinafter,
13 the “Wage Class”);
- 14 b. All California citizens employed by Defendants as hourly-paid, non-exempt
15 employees during the appropriate time period who were subjected to
16 Defendants’ policies and practices regarding meal periods as specifically
17 described herein (hereinafter, the “Meal Period Class”);
- 18 c. All California citizens employed by Defendants as hourly-paid, non-exempt
19 employees during the appropriate time period who were subjected to
20 Defendants’ policies and practices regarding paid rest periods as specifically
21 described herein (hereinafter, the “Rest Period Class”);
- 22 d. All California citizens employed by Defendants as hourly-paid, non-exempt
23 employees during the appropriate time period who were subjected to
24 Defendants’ policies and practices regarding business expense reimbursement
25 as specifically described herein (hereinafter, the “Reimbursements Class”);
- 26 e. All California citizens employed by Defendants as hourly-paid, non-exempt
27 employees during the appropriate time period who were independently
28 subjected to Defendants’ policies and practices regarding itemized wage

statements as specifically described herein (hereinafter, the “Independent Wage Statement Class”);

f. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were derivatively subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Derivative Wage Statement Class”);

g. All formerly-employed California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “LC 203 Class”); and

h. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

26. The Wage Class, Meal Period Class, Rest Period Class, Reimbursements Class, Independent Wage Statement Class, Derivative Wage Statement Class, LC 203 Class, and 17200 Class are herein collectively referred to as the “Classes.”

27. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

28. Numerosity (Code of Civil Procedure § 382):

a. The potential quantity of members of the Classes as defined is so numerous that joinder of all members is unfeasible and impractical;

b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;

- 1 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
2 however, it is estimated that the membership of the Classes numbers greater
3 than 100 individuals; and
4 d. The quantity and identity of such membership is readily ascertainable via
5 inspection of Defendants' records.

6 29. Superiority (Code of Civil Procedure § 382): The nature of this action and the
7 nature of the laws available to Plaintiffs make the use of the class action format particularly
8 efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein,
9 as follows:

- 10 a. California has a public policy that encourages the use of the class action
11 device;
12 b. By establishing a technique whereby the claims of many individuals can be
13 resolved at the same time, the class suit both eliminates the possibility of
14 repetitious litigation and provides small claimants with a method of obtaining
15 redress for claims which would otherwise be too small to warrant individual
16 litigation;
17 c. This case involves large corporate Defendants and a large number of
18 individual Class members with many relatively small claims and common
19 issues of law and fact;
20 d. If each individual member of the Classes was required to file an individual
21 lawsuit, the large corporate Defendants would necessarily gain an
22 unconscionable advantage because Defendants would be able to exploit and
23 overwhelm the limited resources of each individual member of the Classes
24 with Defendants' vastly superior financial and legal resources;
25 e. Requiring each individual member of the Classes to pursue an individual
26 remedy would also discourage the assertion of lawful claims by the members
27 of the Classes who would be disinclined to pursue an action against
28 Defendants because of an appreciable and justifiable fear of retaliation and

- 1 permanent damage to their lives, careers and well-being;
- 2 f. Proof of a common business practice or factual pattern, of which the members
- 3 of the Classes experienced, is representative of the Classes herein and will
- 4 establish the right of each of the members of the Classes to recover on the
- 5 causes of action alleged herein;
- 6 g. Absent class treatment, the prosecution of separate actions by the individual
- 7 members of the Classes, even if possible, would likely create:
- 8 i) a substantial risk of each individual plaintiff presenting in separate,
- 9 duplicative proceedings the same or essentially similar arguments and
- 10 evidence, including expert testimony;
- 11 ii) a multiplicity of trials conducted at enormous expense to both the
- 12 judicial system and the litigants;
- 13 iii) inconsistent or varying verdicts or adjudications with respect to the
- 14 individual members of the Classes against Defendants;
- 15 iv) potentially incompatible standards of conduct for Defendants; and
- 16 v) potentially incompatible legal determinations with respect to
- 17 individual members of the Classes which would, as a practical matter,
- 18 be dispositive of the interest of the other members of the Classes who
- 19 are not parties to the adjudications or which would substantially
- 20 impair or impede the ability of the members of the Classes to protect
- 21 their interests.
- 22 h. The claims of the individual members of the Classes are not sufficiently large
- 23 to warrant vigorous individual prosecution considering all of the concomitant
- 24 costs and expenses attendant thereto;
- 25 i. Courts seeking to preserve efficiency and other benefits of class actions
- 26 routinely fashion methods to manage any individual questions; and
- 27 j. The Supreme Court of California urges trial courts, which have an obligation
- 28 to consider the use of innovative procedural tools to certify a manageable

class, to be procedurally innovative in managing class actions.

30. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification, as follows:

- a. Typicality: The claims of Plaintiff RAMON ESTRADA are typical of the claims of all members of the Classes he seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.
- b. Adequacy: Plaintiff RAMON ESTRADA:
 - i) is an adequate representative of the Classes he seeks to represent;
 - ii) will fairly protect the interests of the members of the Classes;
 - iii) has no interests antagonistic to the members of the Classes; and
 - iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.
- c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:
 - i) Whether Defendants paid the legal and appropriate straight time pay, minimum wage pay and/or overtime pay for all work hours to the members of the Wage Class;
 - ii) Whether Defendants failed and continue to fail to provide legally-requisite meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 11 of the IWC Wage Orders;
 - iii) Whether Defendants failed and continue to fail to authorize and permit paid legally-requisite rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 12 of the IWC Wage

Orders;

- iv) Whether Defendants failed to fully reimburse for all work-related expenses incurred by the members of the Reimbursements Class;
- v) Whether Defendants independently failed to timely furnish accurate, itemized and legal wage statements to the members of the Independent Wage Statement Class;
- vi) Whether Defendants derivatively failed to timely furnish accurate, itemized and legal wage statements to the members of the Derivative Wage Statement Class;
- vii) Whether Defendants are liable under Labor Code § 203 to the members of the LC 203 Class;
- viii) Whether Defendants' conduct constitutes unfair competition within the meaning of Business & Professions Code §§ 17200, et seq.;
- ix) Whether Defendants' conduct constitutes unfair business practices within the meaning of Business & Professions Code §§ 17200, et seq.;
- x) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xi) Whether the members of the Classes are entitled to injunctive relief;
- xii) Whether the members of the Classes are entitled to restitution; and
- xiii) Whether Defendants are liable for attorneys' fees and costs.

31. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

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1 V.

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY ALL WAGES**

5 **(On Behalf of the Wage Class)**

6 **(Against All Defendants)**

7 32. Plaintiffs incorporate by reference and reallege each and every one of the
8 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
9 forth herein.

10 33. Labor Code § 204 establishes the fundamental right of all employees in the State
11 of California to be paid wages, including straight time and overtime, in a timely fashion for their
12 work.

13 34. Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours
14 in one workday and any work in excess of 40 hours in any one workweek ... shall be
15 compensated at the rate of no less than one and one-half times the regular rate of pay for any
16 employee.”

17 35. Labor Code § 1182.12, effective July 1, 2014, states: “Notwithstanding any other
18 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not
19 less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all
20 industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code §
21 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage
22 shall be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and
23 fifty cents (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who
24 employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018,
25 to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code §
26 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage
27 shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars
28 (\$12) per hour.” Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or

1 more employees, the minimum wage shall be as follows: “From January 1, 2020, to December
2 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for
3 any employer who employs 26 or more employees, the minimum wage shall be as follows:
4 “From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.”
5 Finally, under Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more
6 employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by
7 subdivision (c) - fifteen dollars (\$15) per hour.”

8 36. Labor Code § 1194(a) states: “Notwithstanding any agreement to work for a
9 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
10 compensation applicable to the employee is entitled to recover in a civil action the unpaid
11 balance of the full amount of this minimum wage or overtime compensation, including interest
12 thereon, reasonable attorney’s fees, and costs of suit.”

13 37. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
14 by the Labor Commission is unlawful.

15 38. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
16 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
17 Wage Order(s).

18 39. Under the IWC Wage Order(s), Defendants are required to pay the members of
19 the Wage Class for all hours worked, meaning the time during which an employee is subject to
20 the control of an employer, including all the time the employee is suffered or permitted to work,
21 whether or not required to do so.

22 40. Defendants, as a matter of established company policy and procedure, at each and
23 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 24 a. Administered a uniform company policy and practice as to the pay
25 policies regarding the members of the Wage Class; and
- 26 b. Scheduled to work and/or required the members of the Wage Class to
27 work without paying for all time they were under Defendants’ control,
28 including but not limited to pre-shift work, post-shift work, handling

1 work-related calls and texts while off the clock, and unpaid training and
2 orientation.

3 41. Because Defendants required the members of the Wage Class to remain under
4 Defendants' control without paying therefore, this resulted in the members of the Wage Class
5 earning less than the legal minimum wage in the State of California.

6 42. Defendants' pattern, practice and uniform administration of corporate policy
7 regarding illegal employee compensation as described herein is unlawful and creates an
8 entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage
9 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
10 appropriate rate.

11 43. Further, Defendants' pattern and practice in uniform administration of corporate
12 policy regarding Defendants' failure to pay the legal minimum wage to the members of the
13 Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a),
14 to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the
15 full amount of the unpaid minimum wages owed, calculated as the difference between the
16 straight time compensation paid and the applicable minimum wage, including interest thereon.

17 44. Under Labor Code § 1194.2(a) (which provides that in any action under Labor
18 Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the
19 Wage Class seek recovery of liquidated damages on the straight-time portion of uncompensated
20 hours of work (not including the overtime portion thereof) in an amount equal to the wages
21 unlawfully unpaid and interest thereon.

22 45. That calculation of individual damages for the members of the Wage Class may at
23 some point be required does not foreclose the possibility of taking common evidence on
24 questions regarding their entitlement to overtime compensation.

25 46. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
26 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

27 47. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
28 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ALL MEAL PERIODS**

3 **(On Behalf of the Meal Period Class)**

4 **(Against All Defendants)**

5 48. Plaintiffs incorporate by reference and reallege each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
7 forth herein.

8 49. Labor Code § 226.7(b) provides that “An employer shall not require an employee
9 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
10 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
11 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

12 50. Labor Code § 512 provides that “An employer may not employ an employee for a
13 work period of more than five hours per day without providing the employee with a meal period
14 of not less than 30 minutes, except that if the total work period per day of the employee is no
15 more than six hours, the meal period may be waived by mutual consent of both the employer and
16 employee. An employer may not employ an employee for a work period of more than 10 hours
17 per day without providing the employee with a second meal period of not less than 30 minutes,
18 except that if the total hours worked is no more than 12 hours, the second meal period may be
19 waived by mutual consent of the employer and the employee only if the first meal period was not
20 waived.”

21 51. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
22 amend working condition orders with respect to break periods, meal periods, and days of rest for
23 any workers in California consistent with the health and welfare of those workers.”

24 52. Section 11(C) of the IWC Wage Orders provides “Unless the employee is relieved
25 of all duty during a 30 minute meal period, the meal period shall be considered an “on duty”
26 meal period and counted as time worked. An “on duty” meal period shall be permitted only when
27 the nature of the work prevents an employee from being relieved of all duty and when by written
28 agreement between the parties an on-the-job paid meal period is agreed to. The written

1 agreement shall state that the employee may, in writing, revoke the agreement at any time.”

2 53. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to
3 provide an employee a meal period in accordance with the applicable provisions of this order, the
4 employer shall pay the employee 1 hour of pay at the employee’s regular rate of compensation
5 for each workday that the meal period is not provided.”

6 54. On one or more occasions, the members of the Meal Period Class worked over 5
7 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30
8 minutes prior to exceeding 5 hours of employment.

9 55. Further, on one or more occasions, some members of the Meal Period Class
10 worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal
11 period of not less than 30 minutes prior to exceeding 10 hours of employment.

12 56. The members of the Meal Period Class did not validly or legally waive their meal
13 periods, by mutual consent with Defendants or otherwise.

14 57. The members of the Meal Period Class did not enter into any written agreement
15 with Defendants agreeing to an on-the-job paid meal period.

16 58. As a matter of Defendants’ established company policy, Defendants failed to
17 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
18 516, and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
19 Meal Period Class with a first and in some cases a second legally compliant meal period.

20 59. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c)
21 which states “If an employer fails to provide an employee a meal or rest or recovery period in
22 accordance with a state law, including, but not limited to, an applicable statute or applicable
23 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
24 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
25 pay the employee one additional hour of pay at the employee's regular rate of compensation for
26 each workday that the meal or rest or recovery period is not provided.,” the members of the Meal
27 Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each
28 employee’s regular rate of compensation for each work day that the meal period was not

1 provided, in a sum to be proven at trial.

2 60. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal
3 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

6 **(On Behalf of the Rest Period Class)**

7 **(Against All Defendants)**

8 61. Plaintiffs incorporate by reference and reallege each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
10 forth herein.

11 62. Labor Code § 226.7(b) provides “An employer shall not require an employee to
12 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
13 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
14 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

15 63. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
16 amend working condition orders with respect to break periods, meal periods, and days of rest for
17 any workers in California consistent with the health and welfare of those workers.”

18 64. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize
19 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
20 of each work period. The authorized rest period time shall be based on the total hours worked
21 daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest
22 period need not be authorized for employees whose total daily work time is less than 3 ½ hours.
23 Authorized rest period time shall be counted as hours worked for which there shall be no
24 deduction from wages.”

25 65. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide
26 an employee a rest period in accordance with the applicable provisions of this order, the
27 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
28 compensation for each workday that the rest period is not provided.”

1 66. The members of the Rest Period Class sometimes worked over 4 hours per shift.
2 Further, the members of the Rest Period Class sometimes worked over 6 hours per shift, and in
3 some cases over 10 hours per shift.

4 67. The members of the Rest Period Class were entitled to a rest period of not less
5 than 10 minutes for every 4 hours of work, or major fraction thereof.

6 68. As a matter of Defendants' established company policy, Defendants failed to
7 always authorize and permit all required rest periods established by Labor Code §§ 226.7 and
8 516, and Section 12 of the IWC Wage Order(s).

9 69. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) which
10 states "If an employer fails to provide an employee a meal or rest or recovery period in
11 accordance with a state law, including, but not limited to, an applicable statute or applicable
12 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
13 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
14 pay the employee one additional hour of pay at the employee's regular rate of compensation for
15 each workday that the meal or rest or recovery period is not provided," the members of the Rest
16 Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each
17 employee's regular rate of compensation for each work day that one or more rest periods were
18 not so provided.

19 70. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest
20 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO FULLY REIMBURSE WORK EXPENSES**

23 **(On Behalf of the Reimbursements Class)**

24 **(Against All Defendants)**

25 71. Plaintiffs incorporate by reference and reallege each and every one of the
26 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
27 forth herein.

28 ///

1 72. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee
2 for all necessary expenditures or losses incurred by the employee in direct consequence of the
3 discharge of his or her duties, or of his or her obedience to the directions of the employer.”

4 73. Labor Code § 2804 states in pertinent part: “Any contract or agreement, express
5 or implied, made by any employee to waive the benefits of this article or any part thereof is null
6 and void, and this article shall not deprive any employee or his personal representative of any
7 right or remedy to which he is entitled under the laws of this State.”

8 74. As a matter of Defendants’ established company policy, the members of the
9 Reimbursements Class were and are required by Defendants to personally incur necessary
10 expenditures in direct consequence of the discharge of their duties, including but not limited to
11 expenses for the work-required use of their personal mobile devices and tools including but not
12 limited to oil bottles and holsters, and eye pillows.

13 75. Defendants are legally required to reimburse the members of the Reimbursements
14 Class for all necessary expenditures.

15 76. Defendants failed to fully and reasonably reimburse the members of the
16 Reimbursements Class for all necessary expenditures, including but not limited to the
17 aforementioned expenditures.

18 77. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
19 the members of the Reimbursements Class are entitled to recovery from Defendants of the
20 unpaid balance for all necessary expenditures, including but not limited to the aforementioned
21 expenditures.

22 78. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
23 the members of the Reimbursements Class have been damaged in an amount according to proof
24 at the time of trial.

25 79. Under Labor Code § 2802(b), the members of the Reimbursements Class request
26 that the Court award interest at the same rate as judgments in civil actions, accruing from the
27 date on which each member of the Reimbursements Class incurred the necessary expenditure or
28 loss.

1 80. Under Labor Code § 2802(c), the members of the Reimbursements Class request
2 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

3 **FIFTH CAUSE OF ACTION**
4 **INDEPENDENT FAILURE TO TIMELY**
5 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
6 **(On Behalf of the Independent Wage Statement Class)**
7 **(Against All Defendants)**

8 81. Plaintiffs incorporate by reference and reallege each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
10 forth herein.

11 82. Labor Code § 226(a) states in pertinent part: "Every employer shall, semimonthly
12 or at the time of each payment of wages, furnish each of his or her employees, either as a
13 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
14 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
15 gross wages earned, (2) total hours worked by the employee, except for any employee whose
16 compensation is solely based on a salary and who is exempt from payment of overtime under
17 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3)
18 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
19 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
20 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
21 dates of the period for which the employee is paid, (7) the name of the employee and only the
22 last four digits of his or her social security number or an employee identification number other
23 than a social security number, (8) the name and address of the legal entity that is the employer
24 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the
25 name and address of the legal entity that secured the services of the employer, and (9) all
26 applicable hourly rates in effect during the pay period..."

27 83. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not
28 and still do not furnish each of the members of the Independent Wage Statement Class with an

1 accurate itemized statement in writing showing the address of the legal entity that is the
2 employer.

3 84. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
4 employee suffers injury if the employer fails to provide accurate and complete information as
5 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
6 promptly and easily ascertain requisite information without reference to other documents or
7 information.

8 85. Here, the members of Independent Wage Statement Class suffered injury because
9 Defendants failed to provide accurate and complete information as required by one or more items
10 listed in Labor Code § 226(a)(1)-(9) and the Independent Wage Statement Class members could
11 not and cannot promptly and easily ascertain requisite information without reference to other
12 documents or information.

13 86. In addition, the members of the Independent Wage Statement Class have suffered
14 injury as a result of Defendants' failure to maintain accurate records for the members of the
15 Independent Wage Statement Class in that the members of the Independent Wage Statement
16 Class were not timely provided written accurate itemized statements showing all requisite
17 information, including but not limited to the address of the legal entity that is the employer, in
18 violation of Labor Code § 226, such that the members of the Independent Wage Statement Class
19 were misled by Defendants as to the correct information regarding various items, including but
20 not limited to the address of the legal entity that is the employer.

21 87. The actual injuries suffered by the members of the Independent Wage Statement
22 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
23 the members of the Independent Wage Statement Class include but are not limited to:

24 a. That such practice prevents the members of the Independent Wage Statement
25 Class from being able to effectively challenge information on their wage
26 statements; and/or

27 b. The difficulty and expense of filing and maintaining this lawsuit, and the
28 discovery required to collect and analyze the very information that California

1 law requires.

2 88. Under Labor Code § 226(e), the members of the Independent Wage Statement
3 Class are entitled to \$50.00 per employee for the initial pay period in which a violation
4 hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not
5 exceeding an aggregate penalty of \$4,000.00.

6 89. Under Labor Code § 226(g), the currently-employed members of the Independent
7 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
8 Labor Code § 226.

9 90. Under Labor Code § 226(e) and/or § 226(g), the members of the Independent
10 Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

11 **SIXTH CAUSE OF ACTION**

12 **DERIVATIVE FAILURE TO TIMELY**

13 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

14 **(On Behalf of the Derivative Wage Statement Class)**

15 91. Plaintiffs incorporate by reference and reallege each and every one of the
16 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
17 forth herein.

18 92. Labor Code § 226(a) states in pertinent part: "Every employer shall, semimonthly
19 or at the time of each payment of wages, furnish each of his or her employees, either as a
20 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
21 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
22 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
23 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
24 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
25 each the pay period and the corresponding number of hours worked at each hourly rate by the
26 employee."

27 93. Further, the IWC Wage Orders § 7(A) states in pertinent part: "(A) Every
28 employer shall keep accurate information with respect to each employee including the following:

1 (3) Time records showing when the employee begins and ends each work period. Meal periods,
2 split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked
3 in the payroll period and applicable rates of pay.”

4 94. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A),
5 California employers are required to maintain accurate records pertaining to the total hours
6 worked for Defendants by the members of the Derivative Wage Statement Class, including but
7 not limited to, beginning and ending of each work period, meal period and split shift interval, the
8 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

9 95. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
10 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Derivative
11 Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages
12 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or
13 (5) all applicable hourly rates in effect during each respective pay period and the corresponding
14 number of hours worked at each hourly rate by each respective individual.

15 96. As set forth herein in prior causes of action, Defendants allegedly failed to pay the
16 members of the Derivative Wage Statement Class all wages due and owing.

17 97. As a derivative result of this failure to pay wages and as a pattern and practice in
18 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
19 not maintain accurate records pertaining to the total hours worked for Defendants by the
20 members of the Derivative Wage Statement Class, including but not limited to, beginning and
21 ending of each work period, meal period interval, total daily hours worked, total hours worked
22 per pay period, and the applicable rates of pay.

23 98. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
24 employee suffers injury if the employer fails to provide accurate and complete information as
25 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
26 promptly and easily ascertain requisite information without reference to other documents or
27 information.

28 ///

1 99. Here, the members of Derivative Wage Statement Class suffered injury because,
2 due to Defendants' failure to pay all wages due and owing, Defendants derivatively failed to
3 provide accurate and complete information as required by one or more items listed in Labor
4 Code § 226(a)(1)-(9).

5 100. In addition, the members of the Derivative Wage Statement Class have suffered
6 injury as a result of Defendants' failure to maintain accurate records for the members of the
7 Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class
8 were not timely provided written accurate itemized statements showing all requisite information,
9 including but not limited to total hours worked by the employee, net wages earned and all
10 applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),
12 such that the members of the Derivative Wage Statement Class were misled by Defendants as to
13 the correct information regarding various items, including but not limited to total hours worked
14 by the employee, net wages earned and all applicable hourly rates in effect during the pay period
15 and the corresponding number of hours worked at each hourly rate.

16 101. The actual injuries suffered by the members of the Derivative Wage Statement
17 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
18 the members of the Derivative Wage Statement Class include but are not limited to:

- 19 a. Confusion over whether they received all wages owed them by Defendants;
- 20 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 21 c. Being forced to engage in mathematical computations to analyze whether
22 Defendants' wages in fact compensated for all hours worked;
- 23 d. The inability to accurately calculate wage rates complicated by the fact that
24 wage statement information required by Labor Code § 226 is missing;
- 25 e. That such practice prevents the members of the Derivative Wage Statement
26 Class from being able to effectively challenge information on their wage
27 statements; and/or
- 28 f. The difficulty and expense of filing and maintaining this lawsuit, and the

discovery required to collect and analyze the very information that California law requires.

102. Under Labor Code § 226(e), the members of the Derivative Wage Statement Class are entitled to fifty dollars (\$50.00) per employee for the initial pay period in which a violation hereunder occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

103. Under Labor Code § 226(g), the currently-employed members of the Derivative Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

104. Under Labor Code § 226(e) and/or § 226(g), the members of the Derivative Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE §§ 201-202

(On Behalf of the LC 203 Class)

(Against All Defendants)

105. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

106. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

107. The members of the LC 203 Class are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

108. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, according to

1 amendment or proof.

2 109. Defendants willfully failed to pay the members of the LC 203 Class their entire
3 wages due and owing at the time of their termination or within 72 hours of their separation, and
4 failed to pay those sums for up to 30 days thereafter.

5 110. Defendants' willful failure to pay wages to the members of the LC 203 Class
6 violates Labor Code § 203 because Defendants knew or should have known wages were due to
7 the members of the LC 203 Class, but Defendants failed to pay them.

8 111. Thus, the members of the LC 203 Class are entitled to recovery under Labor Code
9 § 203.

10 **EIGHTH CAUSE OF ACTION**
11 **PENALTIES UNDER LABOR CODE § 2699**
12 **(On Behalf of the Aggrieved Employees)**
13 **(Against All Defendants)**

14 112. Plaintiffs incorporate by reference and reallege each and every one of the
15 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
16 forth herein.

17 113. Under Labor Code § 2699(a) (which provides that any provision of the Labor
18 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
19 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
20 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
21 of himself or herself and other current or former employees) and Labor Code § 2699(f) (which
22 establishes a civil penalty for violations of all Labor Code provisions except those for which a
23 civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable
24 civil penalties, as follows:

- 25 a. As applicable, for civil penalties under Labor Code § 2699(f), for all
26 violations of the Labor Code except for those for which a civil penalty is
27 specifically provided, in the amount of \$100 for each aggrieved employee per
28 pay period for the initial violation; and \$200 for each aggrieved employee per

1 pay period for each subsequent violation;

- 2 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
3 entirely independent and apart from any other penalty provided in the Labor
4 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
5 each underpaid aggrieved employee for each pay period the aggrieved
6 employee was underpaid, and \$100 for each subsequent violation for each
7 underpaid employee for each pay period for which the employee was
8 underpaid;
- 9 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to
10 and entirely independent and apart from any other penalty provided in the
11 Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount
12 of \$100 for each underpaid aggrieved employee for each pay period the
13 aggrieved employee was intentionally underpaid, and \$250 for each
14 subsequent violation for each underpaid aggrieved employees regardless of
15 whether the initial violation was intentionally committed;
- 16 d. As applicable, for civil penalties under Labor Code § 210 (in addition to and
17 entirely independent and apart from any other penalty provided in the Labor
18 Code), for each employee who is/was not paid wages in accordance with
19 Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5) in the
20 amount of a civil penalty of \$100 for each aggrieved employee per pay period
21 for each initial violation, and \$200 for each aggrieved employee per pay
22 period for each subsequent violation;
- 23 e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
24 entirely independent and apart from any other penalty provided in the Labor
25 Code), for each violation of Labor Code § 226(a), in the amount of \$250 for
26 each aggrieved employee per pay period for each violation and \$1,000 for
27 each aggrieved employee per pay period for each subsequent violation;

28 ///

1 f. As applicable, for any and all additional civil penalties and sums as provided
2 by the Labor Code and/or other relevant statutes.

3 114. In addition, Plaintiff seeks and is entitled to 75% of all penalties obtained under
4 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees
5 about their rights and responsibilities under the Labor Code, and 25% to Plaintiff and all other
6 similarly situated aggrieved employees.

7 115. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under
8 Labor Code §§ 2699(g)(1) and any other applicable statute.

9 116. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved
10 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
11 listed in Section 2699.5 shall commence only after the following requirements have been met:
12 (1) (A) The aggrieved employee or representative shall give written notice by online filing with
13 the Labor and Workforce Development Agency and by certified mail to the employer of the
14 specific provisions of this code alleged to have been violated, including the facts and theories to
15 support the alleged violation."

16 117. Labor Code § 2699.3(c)(1) states in pertinent part: "A civil action by an aggrieved
17 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
18 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
19 commence only after the following requirements have been met: (1) (A) The aggrieved
20 employee or representative shall give written notice by online filing with the Labor and
21 Workforce Development Agency and by certified mail to the employer of the specific provisions
22 of this code alleged to have been violated, including the facts and theories to support the alleged
23 violation."

24 118. Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code
25 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,
26 Labor Code § 2699.3(a) and § 2699.3(c) apply to this action.

27 119. On February 28, 2023, Plaintiffs complied with Labor Code § 2699.3(a) and
28 Labor Code § 2699.3(c) in that Plaintiffs gave written notice by online filing with the LWDA

1 and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have
2 been violated, including the facts and theories to support the alleged violations. Attached hereto
3 as Exhibit 1 is Plaintiffs' LWDA letter.

4 120. Labor Code § 2699.3(a) further states in pertinent part: "(2)(A) The agency shall
5 notify the employer and the aggrieved employee or representative by certified mail that it does
6 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
7 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
8 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
9 aggrieved employee may commence a civil action pursuant to Section 2699."

10 121. As of May 4, 2023 (65 calendar days after Plaintiffs' February 28, 2023 LWDA
11 letter was filed online), Plaintiffs had not received any notification that the LWDA intended to
12 investigate the alleged violations. As such, Plaintiffs have complied with Labor Code § 2699.3(a)
13 and have been given authorization therefrom to commence a civil action which includes a cause
14 of action under Labor Code § 2699.

15 122. Further, as of April 2, 2023 (33 calendar days after Plaintiffs' February 28, 2023
16 LWDA letter was mailed to Defendants via certified mail), Plaintiffs have not received from
17 Defendants written notice by certified mail that the alleged violations have been cured, including
18 a description of actions taken. As such, Plaintiffs have complied with Labor Code § 2699.3(c)
19 and have been given authorization therefrom to commence a civil action which includes a cause
20 of action under Labor Code § 2699.

21 **NINTH CAUSE OF ACTION**
22 **UNFAIR BUSINESS PRACTICES**
23 **(On Behalf of the 17200 Class)**
24 **(Against All Defendants)**

25 123. Plaintiffs incorporate by reference and reallege each and every one of the
26 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
27 forth herein.

28 ///

1 124. Business & Professions Code § 17200 provides, in pertinent part, “[U]nfair
2 competition shall mean and include any unlawful, unfair or fraudulent business act.”

3 125. Business & Professions Code § 17205 provides that unless otherwise expressly
4 provided, the remedies or penalties provided for unfair competition “are cumulative to each other
5 and to the remedies or penalties available under all other laws of this state.”

6 126. Business & Professions Code § 17204 provides that an action for any relief from
7 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
8 money or property as a result of such unfair competition.

9 127. Defendants have engaged in unlawful, unfair and fraudulent business acts or
10 practices prohibited by Business & Professions Code § 17200, including those set forth in the
11 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the
12 17200 Class of the minimum working standards and conditions due to them under the Labor
13 Code and/or the IWC Wage Orders, as specifically described herein.

14 128. Defendants have engaged in unfair business practices in California by practicing,
15 employing and utilizing the employment practices outlined in the preceding paragraphs,
16 specifically, by requiring employees to perform the labor services complained of herein without
17 the requisite compensation.

18 129. Defendants’ use of such practices constitutes an unfair business practice, unfair
19 competition and provides an unfair advantage over Defendants’ competitors.

20 130. Plaintiffs have suffered injury in fact and have lost money or property as a result
21 of such unfair competition.

22 131. Plaintiffs seek full restitution from Defendants, as necessary and according to
23 proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means
24 of the unfair practices complained of herein.

25 132. Further, if Defendants are not enjoined from the conduct set forth above,
26 Defendants will continue to practice, employ and utilize the employment practices outlined in the
27 preceding paragraphs.

28 ///

1 As to the Third Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

- 2 i. For 1 hour of pay at the regular rate of compensation for each member of the Rest
3 Period Class for each workday that a rest period was not provided;
4 j. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
5 3287;

6 As to the Fourth Cause of Action for Unpaid Reimbursements for Work Expenses:

- 7 k. For recovery of the unpaid balance for all necessary expenditures and losses incurred
8 in direct consequence of the discharge of Defendants' duties;
9 l. For interest thereon at the same rate as judgments in civil actions, accruing from the
10 date on which each member of the Reimbursements Class incurred the necessary
11 expenditure or loss, pursuant to Labor Code § 2802(b);
12 m. For reasonable attorneys' fees and costs pursuant to Labor Code § 2802(c);

13 As to the Fifth Cause of Action for Independent Failure to Timely Furnish Accurate Itemized
14 Wage Statements:

- 15 n. For recovery as authorized by Labor Code § 226(e);
16 o. For an award of costs and reasonable attorneys' fees under Labor Code § 226(e)
17 and/or § 226(g);

18 As to the Sixth Cause of Action for Derivative Failure to Timely Furnish Accurate Itemized
19 Wage Statements:

- 20 p. For recovery as authorized by Labor Code § 226(e);
21 q. For an award of costs and reasonable attorneys' fees under Labor Code § 226(e)
22 and/or § 226(g);

23 As to the Seventh Cause of Action for Violations of Labor Code §§ 201-202:

- 24 r. For recovery as authorized by Labor Code § 203;

25 As to the Eighth Cause of Action for Penalties Under Labor Code § 2699:

- 26 s. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
27 entirely independent and apart from other penalties in the Labor Code and for Labor
28 Code violations without a specific civil penalty, in the amount of \$100 for each

- aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- t. As applicable, for civil penalties under Labor Code § 558, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:
- i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid; and
 - ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;
- u. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:
- i. For any initial violation that is intentionally committed, \$100 for each aggrieved underpaid employee for each pay period for which the employee was underpaid; and
 - ii. For each subsequent violation, regardless of whether the initial violation is intentionally committed, \$250 for each aggrieved underpaid employee for each pay period for which the employee was underpaid;
- v. As applicable, for civil penalties under Labor Code § 210, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- w. As applicable, for civil penalties under Labor Code § 226.3, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;
- x. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code § 2699(g)(1) and any other applicable statute; and
- y. For such relief as this Court may deem just and proper;

1 As to the Ninth Cause of Action for Unfair Business Practices:

- 2 z. For an accounting, under administration of Plaintiffs and/or the receiver and subject
3 to Court review, to determine the amount to be returned by Defendants, and the
4 amounts to be refunded to members of the Classes who are owed monies by
5 Defendants;
- 6 aa. For an Order requiring Defendants to identify each of the members of the Classes by
7 name, home address, home telephone number and, if available, email address;
- 8 bb. For an Order requiring Defendants to make full restitution and payment under
9 California law;
- 10 cc. For an Order for a preliminary and/or permanent injunction prohibiting Defendants
11 from engaging in the acts complained of herein;
- 12 dd. For the creation of an administrative process wherein each injured member of the
13 Classes may submit a claim in order to receive his/her money;
- 14 ee. For all other appropriate injunctive, declaratory and equitable relief;
- 15 ff. For interest to the extent permitted by law;
- 16 gg. For an award of attorneys' fees and costs incurred in the investigation, filing and
17 prosecution of this action under Code of Civil Procedure § 1021.5, Business &
18 Professions Code §§ 17200, et seq., Labor Code § 1194 and/or any other applicable
19 provision of law; and

20 As to All Causes of Action:

- 21 hh. For such relief as this Court may deem just and proper, including reasonable
22 attorneys' fees and costs incurred.

23 **VII.**

24 **DEMAND FOR JURY TRIAL**

25 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

26 Dated: May 16, 2023

DAVTYAN LAW FIRM

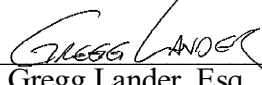
27 By: 
Gregg Lander, Esq.
28 Vanessa M. Ruggles, Esq.
Attorneys for Plaintiff

EXHIBIT 1



February 27, 2023

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: URBAN RETREAT, INC. (“Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency
and the Employer

From: RAMON ESTRADA (“Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer employed the Employee and all other similarly situated aggrieved employees as hourly-paid, non-exempt employees, and utilized consistent policies and procedures regarding the Employee and all such other similarly situated aggrieved employees, as follows:

First, the Employee and all other similarly situated aggrieved employees performed work for the Employer while clocked out, including but not limited to pre-shift work, post-shift work, handling work-related calls and texts while off the clock, and unpaid training and orientation. As such, the Employer failed to pay all straight time wages, minimum wages and overtime wages due for the time the Employee and all other similarly situated aggrieved employees were subject, as stated, to the Employer’s control, in violation of Labor Code §§ 510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees routinely worked over five hours but did not always get full thirty-minute uninterrupted meal breaks within the first five hours of their shift. Further, they sometimes worked over ten hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512, and 516 and the applicable Industrial Wage Order ¶11, and owes penalties under Labor Code §§ 2699(f) and/or 558.

Third, the Employer failed to always authorize and permit paid rest breaks to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other similarly situated aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employer did not pay a rest period penalty for any of these

violations. As such, the Employer violated Labor Code §§ 226.7 and 516, and the applicable Industrial Wage Order ¶12(A)/(B), and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Fourth, the Employee and all other similarly situated aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to expenses for the work-required use of their personal mobile devices and tools including but not limited to oil bottles and holsters, and eye pillows. However, the Employer failed to reimburse for any expenses. As such, the Employer violated Labor Code § 450 and 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for all expenses reasonably incurred in the course of their required work duties, and forcing patronage, and owes penalties under Labor Code § 2699(f).

Fifth, regarding wage statements, under Labor Code § 226(a) and the applicable Industrial Wage Order, the Employer is required to include certain information on an employee's wage statement. Here, because of the Employer's illegal wage and hour policies as set forth above, all wages earned were not reflected on the wage statements provided by the Employer to the Employee and all other similarly situated aggrieved employees, and the Employer issued improper wage statements. As such, the Employer derivatively violated Labor Code § 226, and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Sixth, also regarding wage statements, and in addition to the alleged derivative violations of Labor Code § 226 above, as stated, under Labor Code § 226(a) and the applicable Industrial Wage Order, the Employer is required to include certain information on an employee's wage statement. Here, the Employer issued improper wage statements to the Employee and all other similarly situated aggrieved employees because the Employer's wage statements did not always contain all requisite information, including but not limited to the address of the legal entity that is the employer. As such, the Employer independently violated Labor Code § 226, and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Seventh, regarding waiting time penalties, under Labor Code § 203, the Employee and all other similarly situated aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Here, because of the Employer's illegal wage and hour policies as set forth above, the Employer derivatively violated Labor Code §§ 201-202, and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

PAGA Administrator
Re: Urban Retreat, Inc.
February 27, 2023
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We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Regards,



vanessa m. kuggles
Gregg Lander

cc: (via Certified Mail)
Urban Retreat, Inc.
2515 Park Marina Drive, Suite 103
Redding, CA 96001

1 **PROOF OF SERVICE**

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

3 I, the undersigned, am over the age of 18 years and not a party to this action. My business
4 address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located
in Los Angeles County, where the service herein occurred.

5 On the date of execution hereof, I caused to be served the following attached document/s:

6 **FIRST AMENDED COMPLAINT**

7 on the interested parties in this action, addressed as follows:

8 Attorneys for Defendant Urban Retreat, Inc.:

9 Kyle Owen, Esq.
10 Timothy B. Nelson, Esq.
MEDINA MCKELVEY LLP
925 Highland Pointe Drive, Suite 300
11 Roseville, CA 95678
Tel.: (916) 960-2211 / Fax: (916) 742-5488
12 Email: Kyle@medinamckelvey.com

13 using the following service method:

14 X **VIA ELECTRONIC MAIL:** Service by electronic mail to parties who have already
15 appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified
in California Code of Civil Procedure §1010.6(e). The electronic mail was sent to electronic
16 service address(es) that has/have been previously confirmed by email.

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

18 Executed on **May 16, 2023**, at Los Angeles, California.

19 
20 Cindy Riyas