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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

Melissa Ramirez, individually and on
behalf of all others similarly situated,

Plaintiff(s),

vs.

KARHAY LLC and DOES 1 to 10,
inclusive,

Defendant(s).

CASE NO.: CVRI2304286

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
DAMAGES**

JURY DEMAND

Plaintiff Melissa Ramirez (hereinafter “Plaintiff”), hereby submits this Class Action Complaint against Defendant KARHAY LLC and other as yet unknown entities (hereinafter collectively referred to as “Defendants”) on behalf of herself and a class of all other similarly situated current and former employees of Defendants for wages owed, damages, restitution and/or penalties under the California Labor Code, California Code of Civil Procedure, and the orders and standards promulgated by the California Department of Industrial Relations, Industrial Welfare Commission Wage Order 4 (“Wage Order”), Division of Labor Standards Enforcement, [UCL] Business and Professions Code and injunctive relief as follows:

INTRODUCTION

1. Plaintiff brings this wage and hour Class Action against Defendants, and each of them, pursuant to Code of Civil Procedure §382. Plaintiff brings this action on behalf of herself and for the benefit of all other persons employed directly by Defendants, and each of them, who were not paid



1 wages pursuant to California law prior and subsequent to the date this action was filed.

2 2. This Complaint challenges systemic illegal employment practices resulting in violations
3 of the California Labor Code, and the orders and standards promulgated by the California Department
4 of Industrial Relations, Industrial Welfare Commission Wage Order 4 (“Wage Order”), Division of
5 Labor Standards Enforcement, Business and Professions Code against employees of Defendants.

6 3. All allegations in this wage and hour Class Action Complaint are based upon information
7 and belief, except for those allegations which pertain to the Plaintiff named herein and her counsel.
8 Plaintiff’s information and beliefs are based upon, inter alia, the investigation conducted to date by
9 Plaintiff and her counsel. Each allegation in this wage and hour Class Action Complaint either has
10 evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further
11 investigation and discovery.

12 4. On information and belief, for at least four years prior to the filing of this action and
13 through to the present, Defendants jointly employed Plaintiff and the putative class members in
14 Riverside County, and other counties in the State of California, and maintained and enforced against
15 Plaintiff and the putative class members the systemic policies, practices, and/or customs complained of
16 herein. Plaintiff seeks relief on behalf of herself, and the members of the Class, as a result of systemic
17 employment policies, practices and procedures, more specifically described below, which violate the
18 California Labor Code, and the orders and standards promulgated by the California Department of
19 Industrial Relations, Industrial Welfare Commission Wage Order 4 (“Wage Order”), and Division of
20 Labor Standards Enforcement, and which have resulted in the failure of Defendants to pay Plaintiff and
21 members of the Class and Subclass all wages owed to them. Said employment policies, practices and
22 procedures are generally described as follows:

- 23 a. Failing to properly pay Plaintiff and class members for all time worked, including at least
24 the state-mandated minimum wages for all hours worked, including, but not limited to,
25 time spent under the direction, supervision and control of Defendants in violation of
26 California Labor Code §§ 558, 1194, 1194.2, 1197 & 1198, and Wage Order 4;
27 b. Requiring, suffering, employing, and/or permitting Plaintiff and class members to work
28 in excess of regular work hours without the required overtime and/or double time





compensation in violation of California Labor Code §§ 510, 558, 1194, 1198, and Wage Order No. 4;

- c. Failing to pay all wages due and owing to their non-exempt employees, including Plaintiff and the class members, in violation of California Labor Code §§ 204, 1197.1, and 1199, and Wage Order No. 4;
 - d. Failing to pay Plaintiff and members of the Terminated Subclass all wages due upon termination of their employment, in violation of California Labor Code §§ 201-203;
 - e. Failing to indemnify or reimburse for reasonable business expenses, in violation of California Labor Code § 2802;
 - f. Failing to provide Plaintiff and class members with rest periods and/or failed to properly compensate Plaintiff and members of the proposed class for such malfeasance in providing proper rest periods, in violation of California Labor Code §§ 226.7, 512, 558, and 1198 and Wage Order No. 4;
 - g. Failing to provide Plaintiff and class members with timely, duty-free meal periods of at least thirty minutes and/or failed to properly compensate Plaintiff and members of the proposed class for such malfeasance in providing proper meal periods, in violation of California Labor Code §§ 226.7, 512, 558, and 1198 and Wage Order No. 4;
 - h. Failing to issue accurate, itemized wage statements to their non-exempt employees, including Plaintiff and the class members, in violation of California Labor Code §§ 226(a);
 - i. Failing to maintain accurate time records in violation of California Labor Code §§ 1174 and 1174.5;
 - j. Failing to pay proper wages and/or provide required working conditions and/or for violating the applicable Wage Order/regulations in violation of California Labor Code §§ 1199, and Wage Order No. 4;
5. This action seeks relief for the unremedied violations of California law including, *inter*

alia:

- 1 a. Damages and/or penalties for Plaintiff and Class Members who voluntarily quit, or were
2 laid off and/or terminated, but who were not paid all wages due and owing in conformity
3 with California law;
- 4 b. Damages and/or penalties for Plaintiff and Class Members who were unlawfully denied
5 indemnification of reasonable business expenses incurred in the line of work, as required
6 by Labor Code § 2802.
- 7 c. Damages and/or restitution, as appropriate, to Plaintiff and to the Class Members, for
8 non-payment of rest period wages, including premium wages;
- 9 d. Damages and/or restitution, as appropriate, to Plaintiff and to the Class Members, for
10 non-payment of meal period wages, including premium wages;
- 11 e. Damages and/or penalties for Plaintiff and Class Members who were not issued accurate
12 itemized wage statements in conformity with California law.
- 13 f. Implementation of other equitable and injunctive relief, including, inter alia, an
14 injunction prohibiting Defendants, and each of them, from continuing to:
- 15 i. fail to authorize and permit mandated rest periods or pay additional wages to their
16 employees who did not receive the required rest periods in accordance with the
17 Labor Code;
- 18 ii. fail to authorize and permit mandated meal periods or pay additional wages to
19 their employees who did not receive the required meal periods in accordance with
20 the Labor Code;
- 21 iii. fail to issue accurate itemized wage statements in accordance with the Labor Code
22 and Wage Order No. 4; and,
- 23 iv. fail to pay all compensation due to their employees at the time of the termination
24 of their employment in accordance with the Labor Code;
- 25 v. fail to indemnify reasonable business expenses incurred in the line of work, as
26 required under Labor Code § 2802;
27
28



1 g. Attorney fees and costs as provided by statute and/or applicable case law including,
2 without limitation, California Labor Code §§ 226 and 1194, and California Code of Civil
3 Procedure § 1021.5; and such other relief as the Court deems just and proper.

4 6. The claims herein are brought by Plaintiff on her own behalf and on behalf of the Class
5 which is defined as individuals who are currently or have been employed in California by defendants as
6 non-exempt employees during the Relevant Time Period, from four years prior to the filing of this action
7 and continuing until judgment is rendered herein, and whose working conditions are not controlled by a
8 collective bargaining agreement.

9 7. Plaintiff also bring claims on behalf of the following Subclass: all Class members whose
10 employment with Defendants has terminated during the Class Period.

11 8. “Relevant Time Period” shall mean the period from four years plus one-hundred eighty
12 days prior to the date this Complaint was filed, through and including the date judgment is rendered in
13 this matter. Plaintiff reserves the right to amend this Complaint to reflect a different time period as
14 discovery in this matter proceeds.¹

15 9. The actions of Defendants are in violation of the California Labor Code, the orders and
16 standards promulgated by the California Department of Industrial Relations, Industrial Welfare
17 Commission Wage Order, Division of Labor Standards Enforcement, as well as prevailing California
18 case law. As a result, Defendants’ acts, customs, policies, and/or practices are unlawful and/or unfair
19 acts constituting one or more violations of California Business & Professions Code §§ 17200 *et seq.*
20 (hereafter “Unfair Competition Law” and/or “UCL”).

21 10. The acts, customs, policies, and/or practices of Defendants described herein have resulted
22 in unjust enrichment of Defendants and/or provided Defendants an unfair business advantage over
23 businesses that routinely adhere to the strictures and requirements of California law.

24 **JURISDICTION AND VENUE**

25 11. Venue as to all Defendants is proper in this County pursuant to Code of Civil Procedure
26

27 _____
28 ¹ Pursuant to Emergency Rules Related to COVID-19 # 9, the statute of
limitations for any claim arising prior to April 6, 2020 were
extended by 180 days.



1 section 395(a). Plaintiff is informed and believes, and thereon alleges that Defendant conducts business,
2 employs Class members, and has locations in this County, and the events complained of occurred in this
3 County.

4 12. This action is within the Court's jurisdiction pursuant to the provisions of California
5 Labor Code §§ 510, 1194, 1198, 1194.2, 1197, 1198, 204, 1197.1, 201-203, 2802, 226.7, 512,
6 1198, 226(a), 1174, 1174.5, 558, 1199, and California Business and Professions Code §§ 17200 *et seq.*

7 13. Plaintiff is informed and believes and based thereon alleges that Defendants have
8 engaged in, among other things, a system of willful violations of the California Labor Code, and the
9 orders and standards promulgated by the California Department of Industrial Relations, Industrial
10 Welfare Commission Wage Order 4, and Division of Labor Standards Enforcement,, including, but not
11 limited to, Labor Code §§ 510, 1194, 1198, 1194.2, 1197, 1198, 204, 1197.1, 201-203, 2802,
12 226.7, 512, 1198, 226(a), 1174, 1174.5, 558, 1199, and California Business and Professions Code §§
13 17200 *et seq.* Specifically, Plaintiff challenges Defendants' acts of creating and maintaining policies,
14 practices and customs of: failing to properly pay employees for all time worked, including at least the
15 state-mandated minimum wages for all hours worked, including, but not limited to, time spent under the
16 direction, supervision and control of Defendants prior to clocking in for and after clocking out for shifts,
17 requiring, encouraging, and/or permitting employees to work in excess of regular work hours without
18 the required overtime and/or double time compensation, failing to pay employees all wages due upon
19 termination of their employment, failing to indemnify or reimburse employees for reasonable and/or
20 necessary business expenses, failing to provide employees with rest periods and/or failing to properly
21 compensate employees for such malfeasance, failing to provide employees with duty-free meal periods
22 and/or failing to properly compensate employees for such malfeasance, failing to maintain accurate time
23 records, failing to issue accurate, itemized wage statements to employees. Plaintiff seeks compensation,
24 damages, penalties and interest to the full extent permitted by the Labor Code and IWC Wage Orders.

25 14. Plaintiff is informed and believes and based thereon alleges that Defendants, jointly and
26 severally, have acted intentionally and with deliberate indifference and conscious disregard of the rights
27 of all employees in the allegations set forth herein.

28 15. The policies, practices and customs of Defendants described herein have resulted in the



unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code and the Business and Professions Code.

PARTIES

16. Plaintiff Melissa Ramirez has been employed by Defendant during the Relevant Time Period, including within the last year. Plaintiff is a resident of Riverside County and a member of the Class and Subclass.

17. Plaintiff is informed and believes and thereon alleges that at all times relevant to this litigation, Defendants KARHAY LLC were and/or are corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

18. On information and belief, and at all times relevant to this litigation, Defendant KARHAY LLC owned, controlled, and/or operated nationwide, and which employed Plaintiff and similarly situated persons as non-exempt employees within the meaning of Wage Order 4. Such business operations are and were located in the State of California.

19. The members of the Class, including the named, representative Plaintiff, have been employed as non-exempt employees during the Relevant Time Period in California. The practices and policies which are complained of by way of this Complaint are enforced by Defendants throughout the State of California.

20. Defendants directly, and indirectly, hired Plaintiff in Riverside County. During all times relevant to this litigation, Plaintiff performed work at various times during the Relevant Time Period at agreed upon rates that varied over her period of employment.

21. Whenever in this Complaint reference is made to "KARHAY LLC" such allegations collectively mean and refer to Defendants KARHAY LLC, and its subsidiaries and divisions.

22. The identities of Defendants designated as DOES 1-10 are currently not known.

23. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and, furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. To the extent said acts, conduct, and omissions were perpetrated by



1 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and
2 omissions of the acting Defendants.

3 24. Plaintiff is further informed and believes and based thereon alleges, at all times herein
4 material, each Defendants were completely dominated and controlled by its Co-Defendants, and each
5 was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any
6 conduct by Defendants or Defendants, such allegations and references shall also be deemed to mean the
7 conduct of each of the Defendants, acting individually, jointly, and severally.

8 25. Each of the defendants, whether specifically named and/or fictitiously names, exercises
9 sufficient control over the terms of employment to be legally recognized as a “co-employer” of Plaintiff
10 and the Class for purposes of California laws and regulations.

11 26. Plaintiff is informed, believes, and thereon alleges that each of the named and fictitiously
12 named defendants is an “employer” of Plaintiff and the Class by legal recognition under such principles
13 as “joint enterprise”, “alter ego”, “co-employer” or other legally recognized principle.

14 27. At all times herein mentioned, the acts and omissions of various Defendants, and each of
15 them, concurred and contributed to the various acts and omissions of each and all of the other Defendants
16 in proximately causing the injuries and damages as herein alleged. At all times herein mentioned,
17 Defendants, and each of them, ratified each and every act or omission complained of herein. At all times
18 herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each
19 and all of the other Defendants in proximately causing the damages as herein alleged.

20 28. Defendant is a “person” as defined in California Labor Code § 18 and UCL, § 17201.
21 Defendant is also an “employer” as that term is used in the Labor Code and the IWC wage orders.

22 **FACTUAL ALLEGATIONS**

23 29. From approximately March 2019 until March 2020 and November 2020 until December
24 2020, Plaintiff worked for Defendant as a non-exempt employee whose position was to sell vehicles to
25 prospective customers.

26 30. Plaintiff would work eight hour shifts on weekdays and twelve hour plus shifts on
27 weekends, resulting in her regularly exceeding forty hours in a workweek and being entitled to overtime
28 for all hours over forty hours and double time for all hours over eight hours on a seventh consecutive



1 work day as well as all hours over twelve hours in a single day.

2 31. In such position, Plaintiff earned commissions for the sale of vehicles. She was
3 additionally paid minimum wage for all hours worked to the extent her commissions did not cause her
4 to make money sufficient to exceed the minimum wage. Additionally, Plaintiff did not earn sufficient
5 commissions to equal one-and-a-half times the minimum wage for all hours worked such that she was
6 not exempt as an inside salesperson.

7 32. Because Plaintiff was a non-exempt employee in her position with Defendant, she was
8 entitled to meal and rest breaks as well as overtime. Additionally, in the calculating of her overtime and
9 double time, Defendant was required to determine her average rate of pay and pay a multiplier based on
10 that average rate of pay.

11 33. Instead, Defendant paid Plaintiff straight time equal to the minimum wage for all hours
12 worked when commissions did not exceed minimum wage. In doing so, Defendant failed to pay Plaintiff
13 the required overtime and doubletime premiums.

14 34. Additionally, Plaintiff was regularly denied uninterrupted meal and rest breaks because
15 she was with clients when she would be due for such meal and rest breaks and thus not be able to take
16 such breaks. Defendant did not provide sufficient coverage or opportunities for meal and rest breaks as
17 a matter of policy and practice and did not pay meal or rest break premiums when employees were
18 denied their breaks.

19 35. Plaintiff was not reimbursed for all reasonable business expenses, including gasoline she
20 would use while showing clients prospective vehicles.

21 36. Plaintiff was required to work off the clock and was not compensated for all hours worked
22 because Defendant would require Plaintiff to clock out prior to completing closing tasks, including
23 moving cars around and locking up the dealership. For these off the clock hours, Plaintiff was denied
24 the minimum wage for all hours worked.

25 37. When Plaintiff was terminated, Plaintiff was not paid for all wages owed due to the
26 aforementioned practices.

27 38. When Plaintiff was issued wage statements, those wage statements were inaccurate due
28 to the aforementioned practices, including by failing to list all hours worked and the wages due for those



1 hours.

2 39. California Department of Labor Standards Enforcement (DLSE) policy follows the
3 dictates of the IWC and requires compensation for all time the employee spends, either directly or
4 indirectly, performing services which inure to the benefit of the employer.

5 40. Under California law, “hours worked” means the time during which an employee is
6 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
7 work, whether or not required to do so.” 8 CCR § 11040(2)(G).

8 41. Plaintiff is informed and believes and based thereon alleges that Defendants have
9 engaged in, among other things, a system of willful violations of the California Labor Code, and the
10 orders and standards promulgated by the California Department of Industrial Relations, Industrial
11 Welfare Commission Wage Order 4, and Division of Labor Standards Enforcement,, including, but not
12 limited to, Labor Code §§ 510, 1194, 1198, 1194, 1194.2, 1197, 1198, 204, 1197.1, 201-203, 2802,
13 226.7, 512, 1198, 226(a), 1174, 1174.5, 558, 1199, and California Business and Professions Code §§
14 17200 *et seq.* and California Code of Regulations, Title 8 §11040. Specifically, Plaintiff challenges
15 Defendants’ acts of creating and maintaining policies, practices and customs of: failing to properly pay
16 employees for all time worked, including at least the state-mandated minimum wages for all hours
17 worked, including, but not limited to, time spent under the direction, supervision and control of
18 Defendants prior to clocking in for and after clocking out for shifts, requiring, encouraging, and/or
19 permitting employees to work in excess of regular work hours without the required overtime and/or
20 double time compensation, failing to pay employees all wages due upon termination of their
21 employment, failing to indemnify or reimburse employees for reasonable and/or necessary business
22 expenses, failing to provide employees with rest periods and/or failing to properly compensate
23 employees for such malfeasance, failing to provide employees with duty-free meal periods and/or failing
24 to properly compensate employees for such malfeasance, failing to maintain accurate time records,
25 failing to issue accurate, itemized wage statements to employees. Plaintiff seeks compensation,
26 damages, penalties and interest to the full extent permitted by the Labor Code and IWC Wage Orders.

27 42. Plaintiff is in possession of company timekeeping records, including paystubs which will
28 demonstrate several violations of the California Labor Code.



1 43. Plaintiff and members of the Class are/were not paid for all of the “hours worked.”

2 44. Plaintiff is informed and believes, and therefore alleges that Defendants implemented a
3 policy and practice where Plaintiff and other members of the Class were required spend time, under the
4 control of Defendants, performing pre-shift and post-shift duties, in order to commence their job duties.

5 45. The time that Defendant requires employees to work without compensation is substantial
6 and deprives Plaintiff and members of the Class of significant hours worked per month.

7 46. Further, Defendants do not fully pay Plaintiff and members of the Class for time spent
8 performing required activities that are necessary and integral to their overall employment
9 responsibilities. Defendant has failed to pay minimum wages to Plaintiff and other employees. Among
10 other things, Defendants did not compensate Plaintiff for time spent waiting to begin work and
11 performing pre-shift and post-shift duties.

12 47. The net effect of Defendant’s policy and practice, instituted and approved by company
13 managers, is that Defendant willfully fails to pay compensation for all hours worked and willfully fails
14 to keep accurate time records, in order to save payroll costs.

15 48. Plaintiff is informed and believes, and based thereon alleges Defendant enjoys millions
16 of dollars in ill-gained profits at the expense of its employees.

17 49. Plaintiff is informed and believes, and therefore alleges that Defendant’s policy and
18 practice is to deny overtime pay, to its non-exempt employees. In particular, Defendant requires its
19 employees to be present and perform in excess of eight hours per day and/or forty hours per week but
20 failed to pay them overtime accordingly, where employees worked overtime, Defendant uses an
21 improper regular rate of pay for purposes of said calculations, failing to pay all overtime wages due.

22 50. Defendants failed to pay Plaintiff overtime wages to the extent that she worked more than
23 eight hours in one workday and more than forty hours in one workweek. Plaintiff is informed and
24 believes and thereon alleges that, at all relevant times, Defendants have engaged in the same or similar
25 acts or omissions toward other employees.

26 51. Plaintiff is informed and believes, and therefore alleges that the requirement to work
27 overtime was frequent and unavoidable and non-exempt employees were required to work overtime
28 hours in order to complete their job duties, including after their shift. The time that Defendants require



1 employees to work without compensation is substantial and deprives Plaintiff and members of the Class
2 of many hours' worth of wages per week.

3 52. The net effect of Defendant's policy and practice, instituted and approved by company
4 managers, is that Defendant willfully fails to pay overtime compensation and willfully fails to keep
5 accurate time records, in order to save payroll costs. Thus, Defendant enjoys thousands of dollars in ill-
6 gained profits at the expense of its employees.

7 53. Further, Defendant has failed to pay wages, equal to or above the mandated minimum
8 wage, to Plaintiff and other employees for all hours worked.

9 54. As a result of Defendant's unlawful policies described herein, employees, including
10 Plaintiff, were paid nothing for compensable working time.

11 55. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
12 Defendant has engaged in the same or similar acts or omissions toward other employees, and specifically
13 those in similar positions.

14 56. Plaintiff is informed and believes and based thereon alleges that, during the Class Period,
15 Defendants had a consistent policy or practice of failing to compensate Class Members, including
16 Plaintiff, regular pay for all regular hours worked.

17 57. Plaintiff is informed and believes and based thereon alleges that Defendant had a
18 consistent policy or practice of failing to compensate Plaintiff for all hours worked based on her correct
19 "regular rate of pay" due to the systemic practices as described herein.

20 58. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
21 Defendant has engaged in the same or similar acts or omissions toward other employees, and specifically
22 those in similar positions.

23 59. On information and belief, and at all times relevant to this litigation, Defendant and its
24 subsidiaries, parents, or affiliated companies, through its violations described herein, consistently
25 maintained and enforced against their non-exempt employees systematic policies and practices whereby
26 Defendant willfully failed to pay the wages Defendant owed Plaintiff and the other non-exempt
27 employees at the time of layoff or at the time their employment separation.

28 60. Because Defendant fails to pay Plaintiff and members of the Class all wages due and



owing, Defendant fails to pay all earned wages at the time members of the Subclass whose employment relationship with Defendant has ended.

61. Plaintiff is informed and believes and based thereon alleges that Defendant knows, should know, knew or should have known that Class Members, including Plaintiff, was entitled to receive duty-free meal periods within the first five (5) hours of any shift of six (6) or more hours worked, and that any failure to do so requires Defendants to pay Class Members one (1) hour of wages per day for untimely, missed, or on-duty meal periods.

62. Plaintiff is informed and believes and based thereon alleges that, during the Class Period, Defendants had a consistent policy or practice of requiring Class Members, including Plaintiff, to continue working through meal periods, or Defendants otherwise failing to provide a duty-free meal period within the first five (5) hours of any shift of six (6) or more hours worked.

63. During Plaintiff's employment with Defendant, Plaintiff would routinely work shifts in excess of five hours without being completely relieved of duty for at least thirty minutes for a meal period before the end of the fifth hour of work. During Plaintiff's employment with Defendant, Plaintiff would routinely work shifts in excess of ten hours without being completely relieved of duty for at least thirty minutes for a second meal period before the end of the tenth hour of work. During Plaintiff's employment with Defendant, Plaintiff would routinely work shifts of four hours without being provided ten minute rest breaks for each four hours.

64. Plaintiff is informed and believes and based thereon alleges that Defendant knows, should know, knew or should have known that Class Members, including Plaintiff, were and are entitled to one (1) ten (10) minute rest break for each shift of four (4) hours or more, and that any failure to allow said breaks requires Defendant to pay Class Members, including Plaintiff, one (1) hour of wages per day for missed or on-duty rest breaks.

65. Plaintiff is informed and believes and based thereon alleges that during the Class Period, Defendants had a consistent policy or practice of failing to provide to Class Members, including Plaintiff, one (1) ten (10) minute break for each shift of four (4) hours or more worked.

66. Plaintiff is informed and believes and based thereon alleges that, during the Class Period, Defendants had a consistent policy or practice of failing to compensate Class Members, including



1 Plaintiff, for missed rest breaks that were not provided within each four (4) hours of a shift.

2 67. As a result, Plaintiff and members of the Class are not relieved of all duties during their
3 meal and rest periods as is required by law. Defendants' policy and practice is to not pay Plaintiff and
4 members of the Class any premium for non-compliant or missed meal and rest breaks.

5 68. Defendant, as a result of its policies and practices described herein, did not maintain
6 accurate payroll records and/or issue accurate itemized wage statements.

7 69. Defendants failed to comply with Labor Code § 226(a) inasmuch as they did not issue
8 Plaintiff and other non-exempt employees itemized wage statements that accurately list the hours
9 worked, net and gross wages earned, applicable rates of pay, and the address of the legal entity that is
10 the employer, as required. Plaintiff and the other non-exempt employees have been injured by
11 Defendants' knowing and intentional failure to provide them accurate itemized wage statements.

12 70. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to recover the
13 greater of all actual damages, or penalties not to exceed \$4,000.00 for each employee.

14 71. The wage and hour violations herein alleged were and are willful and deliberate, and
15 were taken pursuant to, and resulted from Defendant's systemic policies, customs, and practices, which
16 Defendant applied uniformly to Plaintiff and all members of the Class, and which have resulted in the
17 unjust enrichment of Defendant at the expense of Plaintiff and members of the Class.

18 72. Defendant's unlawful conduct has been widespread, repeated and willful throughout its
19 facilities in California. Defendant knew or should have known that its policies and practices have been
20 unlawful and unfair.

21 73. At all times herein mentioned, Class Members, including Plaintiff, were employees of
22 Defendants in the State of California, and Defendants were and are employers employing persons in the
23 State of California. As such, Class Members, including Plaintiff, was the type of persons contemplated
24 to be protected by the California Labor Code and the Wage Order, and said laws and regulations were
25 intended to apply to Defendants and to prevent the type of injury and damage herein.

26 74. As a direct result of the wage and hour violations herein alleged, Plaintiff and members
27 of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and
28 enjoyment of wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel



1 Defendant to fully perform its obligations under state law, all to their respective damage in amounts
2 according to proof at the time of trial.

3 75. Plaintiff is informed and believes and based thereon alleges that Defendants are and were
4 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
5 requirements of California's wage and hour laws.

6 **CLASS ACTION ALLEGATIONS**

7 76. The Wage Order and the California Labor Code upon which Plaintiff bases these claims
8 contain provisions that are broadly remedial in nature. These laws and labor standards serve an important
9 public interest in establishing minimum working conditions and standards in California. These laws and
10 labor standards protect the average working employee from exploitation by employers who may seek to
11 take advantage of superior economic and bargaining power by establishing onerous terms and conditions
12 of employment.

13 77. Plaintiff brings this action as a class action pursuant to California Code of Civil Procedure
14 ("CCP") section 382, on behalf of the following defined Class and Subclass:

15 All individuals who are currently or have been employed in California by
16 Defendant as non-exempt employees during the Class Period, and whose
17 working conditions are not controlled by a collective bargaining
18 agreement.

19 78. Subclass:

20 All Class members whose employment with Defendants has terminated
21 during the Class Period.

22 79. Excluded from the Class are all persons who were employed by Defendants as Managers,
23 or in managerial or corporate positions equal, or superior, to Managers, during the Class Period.

24 80. As used throughout this Complaint, the term "Class Period" shall mean the period from
25 four years prior to the date this Complaint was filed, through and including the date judgment is rendered
26 in this matter.

27 81. This action satisfies the numerosity, commonality, typicality, adequacy, and superiority
28



requirements of these provisions.

82. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the Class Period, there have been over one hundred Class members. As a result, the members of the Class are so numerous that joinder of all members is impossible and/or impracticable.

83. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the Class Action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Plaintiff with their vastly superior financial and legal resources. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by current employees for fear of retaliation, and even by former employees, for fear of retaliation within the industry.

84. Commonality: Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting solely individual members of the Class. Among the questions of law and fact, that are relevant to the adjudication of Class members' claims are the following:

- a. Whether Plaintiff and members of the proposed class are subject to and entitled to the benefits of the California wage and hour statutes;
- b. Whether Defendant, through its policy of requiring Plaintiff and members of the Class to perform substantial work off-the-clock, fails to pay Plaintiff and members of the Class all of the wages they are due and owed;
- c. Whether Plaintiff and the Class Members were denied payment of all overtime wages due for overtime hours worked;
- d. Whether Plaintiff and the Class Members were denied payment of at least minimum wage for all hours worked;
- e. Whether Defendant had a standard policy and/or practice of failing to pay for all time worked by non-exempt employees;



- 1 f. Whether Defendant violated the applicable Labor Code and Wage Orders by not paying
2 all minimum, regular, overtime, double-time wages owed to Plaintiff and the Class;
- 3 g. Whether Defendant unlawfully and/or willfully failed to promptly pay compensation
4 owing to members of the Subclass upon termination of their employment in violation of
5 Labor Code sections 201-203;
- 6 h. Whether Defendant failed to reimburse Plaintiff and members of the Class for business
7 expenses incurred in violation of *Labor Code* § 2802;
- 8 i. Whether Defendant had a standard policy and/or practice of denying Plaintiff and
9 members of the Plaintiff Class timely, duty-free 10 minute rest breaks;
- 10 j. Whether Defendant had a standard policy and/or practice of failing to compensate
11 Plaintiff and members of the Plaintiff Class for rest periods that did not comply with
12 California law;
- 13 k. Whether Defendant had a standard policy and/or practice of denying Plaintiff and
14 members of the Plaintiff Class timely, duty-free 30 minute meal breaks;
- 15 l. Whether Defendant had a standard policy and/or practice of failing to compensate
16 Plaintiff and members of the Plaintiff Class for meal periods that did not comply with
17 California law;
- 18 m. Whether Defendant failed to provide Plaintiff and members of the Class with proper
19 itemized wage statements in violation of Labor Code section 226, and applicable
20 Industrial Welfare Commission Orders, and applicable State Regulations;
- 21 n. Whether Defendant had/have policies and/or practices that result in hours worked not
22 being adequately captured and recorded;
- 23 o. Whether Defendant had/have policies and/or practices that result in hours worked not
24 being properly compensated;
- 25 p. Whether Plaintiff and members of the Class sustained damages, and if so, the proper
26 measure of such damages, as well as interest, penalties, costs, attorneys' fees, and
27 equitable relief; and,
28



1 q. Whether Defendant's policies, customs, and practices described herein are an unlawful,
2 unfair or fraudulent business act or practice in violation of UCL section 17200, *et seq.*;

3 r. Whether Defendant willfully violated the applicable Industrial Welfare Commission
4 Order and California law;

5 85. Typicality: Plaintiff's claims are typical of the members of the Class. Plaintiff, like other
6 members of the Class, was subjected to Defendants' policies and/or practices set forth above.

7 86. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of
8 the members of the Class and has retained counsel competent and experienced in both class action and
9 employment litigation.

10 87. Superiority: Questions of law or fact common to Class members predominate over any
11 questions solely affecting individual Class members and class action is superior to other available
12 methods for the fair and efficient adjudication of this controversy. Class action treatment will allow a
13 large number of similarly situated Class members to simultaneously and efficiently prosecute their
14 common claims in a single forum without the needless duplication of effort and expense that numerous
15 individual actions would entail. In addition, a class action will serve the important public interest of
16 permitting Class members harmed by Defendant's unlawful policies and/or practices to effectively
17 pursue recovery of the sums owed to them.

18 88. Plaintiff knows of no difficulty which will be encountered in the management of this
19 litigation which would preclude its maintenance as a class action.

20 89. Such a pattern, practice and uniform administration of corporate policy regarding illegal
21 employee compensation described herein is unlawful and creates an entitlement to recovery by the
22 Plaintiffs and the Class identified herein, in a civil action, for the unpaid balance of the full amount of
23 unpaid wages, including interest thereon, applicable penalties, reasonable attorney's fees, and costs of
24 suit according to the mandate of California Labor Code, California Code of Civil Procedure § 1021.5,
25 and applicable IWC wage order.

26 90. Proof of a common business practice or factual pattern, which the named Plaintiff
27 experienced and are representative of, will establish the right of each of the Class Members to recovery
28 on the causes of action alleged herein.



1 91. The Class Members are commonly entitled to a specific fund with respect to the
2 compensation illegally and unfairly retained by Defendants. The Class Members are commonly entitled
3 to restitution of those funds being improperly withheld by Defendants. This action is brought for the
4 benefit of the entire Class and will result in the creation of a common fund.

5 **CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**

7 **OVERTIME AND DOUBLE TIME WAGES**

8 *(Labor Code §§ 218.6, 558, & 1194, and Wage Order 4)*

9 *-By Plaintiff and Class Members Against All Defendants-*

10 92. Plaintiff realleges and incorporates herein by reference each and every allegation
11 contained in the preceding paragraphs as though fully set forth herein.

12 93. At all times relevant, Defendants, and each of them, have failed to properly calculate and
13 pay Plaintiff and the class members the required overtime or double time premium wages in accordance
14 with the applicable statutes and Wage Order 4, in amounts to be proven at trial.

15 94. As a result of each Defendants' failures, Plaintiff and the Class members are entitled to
16 each recover the unpaid overtime and double time wages due, plus interest, attorney's fees, and costs.

17 **SECOND CAUSE OF ACTION**

18 **MINIMUM WAGES AND LIQUIDATED DAMAGES**

19 *(Labor Code §§ 558, 1194, 1194.2, 1197 & 1198, and Wage Order 4)*

20 *-By Plaintiff and Class Members Against All Defendants-*

21 95. Plaintiff realleges and incorporates herein by reference each and every allegation
22 contained in the preceding paragraphs as though fully set forth herein.

23 96. At all times relevant to this complaint, Defendants, and each of them, failed, and have
24 continued to fail, to pay Plaintiff and each class member all wages due, including the minimum wage,
25 as required by law.

26 97. As a direct and proximate result of the acts and/or omissions of each Defendant, Plaintiff
27 and each Class member have reported to work as required and have not been compensated for so-called
28 "non-productive" time while under the control of the employer that has not been compensated at the



1 agreed wage nor even at least at the minimum wage for said work. Accordingly, Plaintiff and each class
2 member has been deprived of wages due, including minimum wages, in amounts to be determined at
3 trial.

4 98. The applicable minimum wages fixed by the commission for Plaintiff and the class
5 members is found in Wage Order 4.

6 99. Pursuant to California Labor Code § § 1194 and 1194.2 as a result of Defendants' failure
7 to pay Plaintiff and the class members all wages due, Plaintiff and the class members are entitled to each
8 recover the unpaid wages and liquidated damages in an amount equal to the wages unlawfully unpaid,
9 plus interest, fees and costs thereon.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY ALL REGULAR WAGES**

12 *(Labor Code §§ 1197.1 and 1199, and the Wage Order 4)*

13 *-By Plaintiff and Class Members Against All Defendants-*

14 100. Plaintiff realleges and incorporates herein by reference each and every allegation
15 contained in the preceding paragraphs as though fully set forth herein.

16 101. At all times relevant herein, Defendants were required by California Labor Code §§
17 1197.1 and 1199 and the Wage Order to compensate Plaintiff and Class Members correct and proper
18 wages for all hours worked.

19 102. Plaintiff is informed and believes and based thereon alleges that, that Defendants
20 willfully failed to pay Plaintiff and Class Members wages for all hours worked. Plaintiff is informed
21 and believes and based thereon alleges that Defendants' willful failure to provide all wages due and
22 owing upon separation from employment results in a continued payment of wages up to thirty (30) days
23 from the time the wages were due. Therefore, Plaintiff and Class Members are entitled to compensation
24 pursuant to California Labor Code § 203.

25 103. Such a pattern, practice and uniform administration of unlawful corporate policy
26 regarding employee compensation as described herein creates an entitlement to recovery by Plaintiff
27 and Class Members for damages and wages owed, and for penalties, interest, costs and attorney's fees,
28 in an amount according to proof.





FOURTH CAUSE OF ACTION

WAITING TIME PENALTIES

(CALIFORNIA LABOR CODE §§ 201-203 and 558)

-By Plaintiff and Sub-Class Members Against All Defendants-

104. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

105. Labor Code §§ 201 and 202 require that Defendants pay their employees all wages due within 24 hours after a discharge or 72 hours after a resignation from employment, if the employee has given less than 72 hours notice. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the employee's daily wage until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

106. Plaintiff and the Sub-class members are entitled to compensation for all wages earned, but to date have not received such compensation.

107. More than 30 days have passed since Plaintiff and Sub-class members terminated from their employment with Defendants. Defendants have not paid Plaintiff and each Sub-class member whose employment has ended all wages owed.

108. As a consequence of Defendants' willful conduct in not paying Plaintiff and each Sub-class member all earned wages at the time their employment with Defendants ended, Plaintiffs and each Subclass member is entitled to 30 days' wages as a penalty under Labor Code § 203.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(CALIFORNIA LABOR CODE § 2802)

-By Plaintiff and Class Members Against All Defendants-

109. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

110. While acting on the direct instruction of Defendants and discharging her duties for them, Plaintiff and putative class members incurred work-related expenses.

111. Plaintiff necessarily incurred these substantial expenses and losses as a direct result of

1 performing her job duties for Defendants.

2 112. Defendants have failed to indemnify or in any manner reimburse Plaintiff for these
3 expenditures and losses. By requiring Plaintiff to pay expenses and cover losses that she incurred in
4 direct consequence of the discharge of his duties for Defendants and/or in obedience to Defendants'
5 direction, Defendants have violated Cal. Labor Code § 2802

6 113. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered substantial
7 losses according to proof, as well as pre-judgment interest, costs, and attorney fees for the prosecution
8 of this action.

9 **SIXTH CAUSE OF ACTION**

10 **REST PERIODS**

11 *(Labor Code §§226.7, 558 & 1198, and Wage Order)*

12 *-By Plaintiff and Class Members Against All Defendants-*

13 114. Plaintiff realleges and incorporates herein by reference each and every allegation
14 contained in the preceding paragraphs as though fully set forth herein.

15 115. Wage Order, at section 12(A) provides, in pertinent part:

16 Every employer shall authorize and permit all employees to take rest
17 periods, which insofar as practicable shall be in the middle of each work
18 period. The authorized rest period time shall be based [Field]on the total
19 hours worked daily at the rate of ten (10) minutes net rest time per four
20 (4) hours or major fraction thereof [...] Authorized rest period time shall
21 be counted as hours worked for which there shall be no deduction from
22 wages.

23 116. Labor Code § 226.7, requires that Defendants provide Plaintiff and each class member
24 all rest periods specified in the applicable Wage Orders and provides that Plaintiff and each class
25 member is entitled to be paid one additional hour of pay per day at their regular rate of
26 compensation as additional wages for the denied rest periods.

27 117. Plaintiff and each class member suffered a loss equal to his/her applicable hourly wage
28 rate times the total number of times he/she was not authorized and permitted to take the legally-required



1 rest periods and has therefore not been paid all of the wages due. Accordingly, Plaintiff and each class
2 member are entitled to recover the unpaid wages in an amount to be proven at trial.

3 SEVENTH CAUSE OF ACTION

4 MEAL PERIODS

5 *(Labor Code §§ 226.7, 512, 558, & 1198, and Wage Order)*

6 *-By Plaintiff and Class Members Against All Defendants-*

7 118. Plaintiff realleges and incorporates herein by reference each and every allegation
8 contained in the preceding paragraphs as though fully set forth herein.

9 119. Defendants violated the applicable statutes, as well as Wage Order. Wage Order 4
10 provides, in pertinent part: “No employer shall employ any person for a work period of more than five
11 (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more
12 than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of
13 the employer and the employee.” Labor Code § 512 contains parallel language.

14 120. Plaintiff alleges that she and members of the proposed class were not relieved of all duty
15 for an entire 30 minutes, due to policies and practices required by their employers. Rather, during their
16 meal period, workers routinely received less than thirty minutes of duty-free time.

17 121. Labor Code § 226.7 requires that Defendants provide Plaintiff and each class member all
18 meal periods specified in the applicable Wage Order and that Plaintiff and each class member was to be
19 paid one additional hour of pay per day at his/her regular rate of compensation as additional wages for
20 meal periods that were not properly provided.

21 122. Plaintiff and each class member have suffered a loss equal to his/her applicable hourly
22 wage rate times the total number of times he/she was not authorized and permitted to take the legally-
23 required meal periods and have therefore not been paid all of the wages due. Accordingly, Plaintiff and
24 each class member are entitled to recover the unpaid wages in an amount to be proven at trial.

25 / /

26 / /

27 / /

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EIGHTH CAUSE OF ACTION
ITEMIZED WAGE STATEMENT (CHECK STUBS) PENALTIES

(LABOR CODE §§226 and 558)

-By Plaintiff and Class Members Against All Defendants-

123. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

124. At all times relevant, each Defendant violated Labor Code § 226(a) by falsely or failing to provide accurate, itemized wage statements, because the statements failed to accurately report one or more of the following:

- a. all employers' names and addresses;
- b. total hours worked;
- c. applicable rates of pay;
- d. the number of piece rate units;
- e. the applicable piece rate;
- f. the rate of pay and total hours for each assignment; and,
- g. gross and net wages earned.

125. Pursuant to Labor Code §§ 226(e) and (h), Plaintiff and each class member are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). Plaintiff and each class member are further entitled to an award of costs and reasonable attorney's fees.

126. Defendants failed to accurately record the wages due to Plaintiff and members of the proposed class, as described herein.

127. Plaintiff and members of the Class were injured by Defendants' failure to provide accurate wage statements because, among other things, they were unable to determine the proper amount of wages actually owed, and whether they had received full compensation therefore.

128. Plaintiff and members of the Class request recovery of Labor Code § 226(e) penalties according to proof, as well as interest, attorney's fees and costs pursuant to Labor Code § 226(e), and all

1 other damages, attorneys' fees, costs, expenses and interest permitted by statute.

2 **NINTH CAUSE OF ACTION**

3 **PENALTIES UNDER CALIFORNIA LABOR CODE § 558**

4 *-By Plaintiff and Class Members Against All Defendants-*

5 129. Plaintiff realleges and incorporates herein by reference each and every allegation
6 contained in the preceding paragraphs as though fully set forth herein.

7 130. California Labor Code Section 558 provides:

8 (a) Any employer or other person acting on behalf of an employer who
9 violates, or causes to be violated, a section of this chapter or any provision
10 regulating hours and days of work in any order of the Industrial Welfare
11 Commission shall be subject to a civil penalty as follows:

12
13 (1) For any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid in
15 addition to an amount sufficient to recover underpaid wages.

16
17 (2) For each subsequent violation, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee was
19 underpaid in addition to an amount sufficient to recover underpaid wages.

20
21 (3) Wages recovered pursuant to this section shall be paid to the affected
22 employee.

23 131. At all times relevant, Defendants, and each of them, have routinely and systematically
24 committed numerous violations of IWC Wage Order 4, as detailed above, including but not limited to
25 failure to pay Plaintiff and each class member all wages due.

26 132. Pursuant to Labor Code section 558, Plaintiff is entitled to recover a penalty of \$50.00
27 for the initial violation of the Labor Code; and \$100.00 for each subsequent failure by Defendants, for
28 each employee.



1 133. As a proximate result of Defendants' failure to pay overtime and/or double time wages
2 as alleged above, Plaintiffs is entitled to recover from Defendants penalties pursuant to section 558 in
3 excess of \$100,000.00 or such greater amount as may be established according to proof at trial, for an
4 award of interest, including prejudgment interest, at the legal rate, and for costs of suit.

5 **TENTH CAUSE OF ACTION**

6 **RESTITUTION**

7 *(Unlawful Competition in Violation of Business and Professions Code §§ 17200 et seq.)*

8 *-By Plaintiff and Class Members Against All Defendants-*

9 134. Plaintiff realleges and incorporates herein by reference each and every allegation
10 contained in the preceding paragraphs as though fully set forth herein.

11 135. Section 17200 of the California Business and Professions Code prohibits any unlawful,
12 unfair or fraudulent business act or practice.

13 136. Plaintiff brings this cause of action in a representative capacity on behalf of the general
14 public and the persons affected by the unlawful and unfair conduct described herein. Plaintiffs and
15 members of the proposed class have suffered and continue to suffer injury in fact and deprivation of
16 wages and monies as a result of Defendants' actions.

17 137. The actions of Defendants, as herein alleged, amount to conduct which is unlawful and a
18 violation of law. As such, said conduct constitutes unfair business practices, in violation of Business and
19 Professions Code §§ 17200, *et. seq.*

20 138. Defendants' conduct as herein alleged has damaged Plaintiff and the members of the
21 Class by denying them wages due and payable, and by failing to provide proper wage statements, and
22 other violations described herein. Defendants' actions are thus substantially injurious to Plaintiff and
23 the members of the Class, causing them injury in fact and loss of money.

24 139. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
25 owed to Plaintiff and the members of the Class.

26 140. All members of the Class can be identified by reference to payroll and related records in
27 the possession of the Defendants. The amount of wages due to Plaintiff and members of the Class can
28 be readily determined from Defendants' records. The members of the proposed class are entitled to



1 restitution of monies due and obtained by Defendants during the Class Period as a result of Defendants'
2 unlawful and unfair conduct.

3 141. During the Class Period, Defendants committed, and continue to commit acts of unfair
4 competition as defined by §§ 17200, *et. seq.* of the Business and Professions Code, by and among other
5 things, engaging in the acts and practices described above.

6 142. Defendants' course of conduct, acts, and practices in violation of the California laws, as
7 mentioned in each paragraph above, constitute distinct, separate and independent violations of §§ 17200,
8 *et. seq.* of the Business and Professions Code.

9 143. The harm to Plaintiff and the members of the Class of being wrongfully denied lawfully
10 earned but unpaid wages outweighs the utility, if any, of Defendants' policies and practices and,
11 therefore, Defendants' actions described herein constitute an unfair business practice or act
12 within the meaning of Business and Professions Code §§ 17200, *et. seq.*

13 144. Defendants' conduct described herein threatens an incipient violation of California's
14 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly threatens
15 or harms competition.

16 145. Defendants' course of conduct described herein further violates Business and Professions
17 Code §§ 17200, *et. seq.*, in that it is fraudulent, improper, and/or unfair.

18 146. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
19 described herein above have injured Plaintiff and members of the Class in that they were wrongfully
20 denied the timely and full payment of wages owed to them.

21 147. Defendants have been unjustly enriched as a direct result of their unlawful business
22 practices alleged in this complaint and will continue to benefit from those practices and have an unfair
23 competitive advantage if allowed to retain the unpaid wages.

24 **ATTORNEY'S FEES AND COSTS**

25 148. Plaintiff is entitled to fees and costs, pursuant to California law, including, without
26 limitation, Code of Civil Procedure § 1021.5 and Labor Code §§ 226 and 1194. Further, enforcement of
27 statutory provisions enacted to protect workers and to ensure prompt payment of wages due employees
28 is a fundamental public interest in California. Consequently, Plaintiff's success in this action will result



1 in the enforcement of important rights affecting the public interest and will confer a significant benefit
2 upon the public.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff and members of the Class pray for judgment as follows:

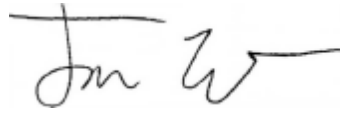
- 5 a. An order that the action be certified as a class action;
- 6 b. An order that Plaintiff be appointed class representative;
- 7 c. An order that counsel for Plaintiff be appointed class counsel;
- 8 d. An Order finding that Defendants has violated the applicable provisions of the California
9 Labor Code;
- 10 e. For nominal damages;
- 11 f. For compensatory damages;
- 12 g. For penalties pursuant to California law;
- 13 h. For restitution of all monies due to Plaintiff and members of the Class, and disgorged
14 profits from the unlawful business practice of Defendants;
- 15 i. That the Court find that Defendant has committed unfair and unlawful business practices,
16 in violation of California Business and Professions Code §§17200, *et seq.*, by their
17 violations of the Labor Code and Wage Orders as described above;
- 18 j. For injunctive relief under the California Business and Professions Code §§ 17200, *et.*
19 *seq.*, and various provisions of the California Labor Code enjoining Defendant from
20 engaging in the illegal practices against Plaintiff and the members of the public similarly
21 situated as alleged herein;
- 22 k. For interest accrued to date;
- 23 l. For costs of suit and expenses pursuant to California Labor Code;
- 24 m. For reasonable attorneys' fees pursuant to California Labor Code; and,
- 25 n. For all such other and further relief that the Court may deem just and proper.

26 **DEMAND FOR JURY TRIAL**

27 Plaintiff, on behalf of herself and all others similarly situated, demand a trial by jury for
28 themselves and all Class members on all claims so triable.



1 Dated: August 16, 2023

2 

3 By: _____
4 Thomas E. Wheeler, Esq.

5 SOUTHERN CALIFORNIA ATTORNEYS
6 Mac E. Nehoray, Esq.
7 Kambiz Drake, Esq.

8 Attorneys for Plaintiff and the Proposed Class
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