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 7 individually and on behalf of all others similarly situated.

FILED
 Superior Court of California
 County of Los Angeles
05/17/2023

David W. Slayton, Executive Officer / Clerk of Court

By: K. Martinez Deputy

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 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 10 **FOR THE COUNTY OF ORANGE**

11
 12 RUFINA RODRIGUEZ REYES, individually
 and on behalf of all others similarly situated,

13 Plaintiffs,

14 v.

15 YHB LONG BEACH LLC, a California limited
 16 liability company; L.A. KOREANA, INC., a
 California corporation; and DOES 1 through
 17 100, inclusive,

18 Defendants.

FIRST AMENDED CLASS ACTION:

Case No. 22STCV09354

1. **FOR FAILURE TO PAY ALL WAGES DUE (CAL. LABOR CODE §§200);**
2. **FOR FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1771, 1774, AND 1194);**
3. **FOR FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
4. **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS (CAL. LABOR CODE §§226.7, 512, 516);**
5. **FOR FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (CAL. LABOR CODE §§226.7, 512, 516);**
6. **FOR VIOLATIONS OF LABOR CODE §204;**
7. **FOR VIOLATIONS OF LONG BEACH MUNICIPAL CODE § 5.49.040;**
8. **FOR VIOLATIONS OF LONG BEACH MUNICIPAL CODE § 5.49.050;**
9. **FOR VIOLATIONS OF LONG BEACH MUNICIPAL CODE § 5.49.060;**

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- 10. FOR FAILURE TO TIMELY FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS (CAL. LABOR CODE
§§226, ET SEQ.);**
- 11. FOR WAITING TIME PENALTIES
(LABOR CODE §203);**
- 12. FAILURE TO REIMBURSE FOR WORK-
RELATED EXPENSES (LABOR CODE
§2802);**
- 13. PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §2699, ET SEQ);
AND**
- 14. UNFAIR COMPETITION (BUS. & PROF.
CODE §17200 ET SEQ.);**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

14 Plaintiff RUFINA RODRIGUEZ REYES, on behalf of herself, the State of California, and on
15 behalf of all others similarly situated Class Members and/or Aggrieved Employees (hereinafter
16 collectively referred to as “Plaintiffs”), hereby file this Complaint against Defendant YHB LONG
17 BEACH LLC and Defendant L.A. KOREANA, INC.,; and DOES 1 to 100 (hereinafter collectively
18 referred to as “Defendants”). Plaintiff is informed and believe, and thereon allege as follows:

19
20 **INTRODUCTION**

21 1. This is a civil action seeking recovery for Defendants’ violations of the California Labor
22 Code, California Business and Professions Code (“B&PC”), the applicable Wage Orders issued by the
23 California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”) and related common
24 law principles.

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

27 3. Plaintiffs also seek penalties under the Private Attorneys’ General Act Labor Code
28 §§ 2698, et seq. (“PAGA”).

4. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of the original Complaint herein, up to and through the time of trial for this matter although this should not be automatically be considered the statute of limitations for any cause of action herein.

RELEVANT JOB TITLES

5. For introductory and general information only (and not to be considered a proposed class definition), the relevant job titles held by the California citizens in this action are Defendants' room cleaners or "Housekeeper" employees. Hereinafter Housekeeper includes any of Defendants' job positions with substantially similar titles and/or duties.

6. During the appropriate time period, Defendants' Housekeepers are and were paid by Defendants on an hourly basis.

7. The general obligations and responsibilities of Defendants' Housekeepers are virtually identical from region to region, district to district, facility to facility, and employee to employee. Any differences in job activities between the different individuals in these positions were and are legally insignificant to the issues presented in this action.

SUMMARY OF CLAIMS

8. With regard to Defendants' Housekeepers, Defendants have:

- a. Failed to pay state-mandated minimum wages for all hours worked;
- b. Failed to pay state-mandated overtime wages for all hours worked;
- c. Failed to follow Long Beach city-mandate requiring employers to provide a “humane workload” to room cleaners;
- d. Failed to follow Long Beach city-mandate to obtain consent for a “voluntary overtime”;
- e. Failed to follow Long Beach city-mandate to maintain cleaner records for at least two years;
- f. Failed to authorize and permit legally requisite rest periods, or paid wages in lieu thereof;
- g. Violated Labor Code §204;

- h. Failed to timely furnish accurate itemized wage statements;
- i. Failed to reimburse for work-related expenses;
- j. Violated Labor Code § 203;
- k. Incurred penalties pursuant to Labor Code § 558;
- l. Incurred penalties pursuant to Labor Code §§ 2698, et seq.; and
- m. Conducted unfair business practices.

THE PARTIES

PLAINTIFFS

9. Plaintiff RUFINA RODRIGUEZ REYES is an individual over the age of eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the State of California.

10. RUFINA RODRIGUEZ REYES began working for Defendants on or around October 2012 through on or about July 11, 2022.

11. Plaintiff worked during the relevant time period as a Housekeeper and/or other similar title(s) within the past four years as a full-time, non-exempt employee, within the County of Los Angeles in the State of California.

12. Plaintiff seeks recovery herein from Defendants because with regard to Plaintiff, while acting for Defendants in their capacity as a Housekeeper, Defendants have:

- a. Failed to pay wages for all hours worked;
- b. Failed to pay state-mandated minimum wages for all hours worked;
- c. Failed to pay state-mandated overtime wages for all hours worked;
- d. Failed to follow Long Beach city-mandate requiring employers to provide a “humane workload” to room cleaners;
- e. Failed to follow Long Beach city-mandate to obtain consent for a “voluntary overtime”;
- f. Failed to follow Long Beach city-mandate to maintain cleaner records for at least two years;
- g. Failed to authorize and permit legally requisite rest periods, or paid wages in lieu thereof;

- h. Violated Labor Code §204;
- i. Failed to timely furnish accurate itemized wage statements;
- j. Failed to reimburse for work-related expenses;
- k. Violated Labor Code § 203;
- l. Incurred penalties pursuant to Labor Code § 558;
- m. Incurred penalties pursuant to Labor Code §§ 2698, et seq.; and
- n. Conducted unfair business practices.

DEFENDANT YHB LONG BEACH LLC AND DEFENDANT L.A. KOREANA, INC..

13. Defendants are each either a California limited liability company and/or California corporation, that at all relevant times, were authorized to do business within the State of California and are doing business in the State of California. DEFENDANTS are in the hotel / hospitality services business. DEFENDANTS own, manage, and/or operate several locations, including but not limited to, hotels operating in the following cities in California: Long Beach, San Francisco, and American Canyon, California. During the relevant period, DEFENDANTS assigned Plaintiff to work at DEFENDANTS' hotel facility located at 2640 N Lakewood Blvd Long Beach, CA 90815, which operated/operates under the name Holiday Inn – Long Beach Airport and the hotel facility located at 2680 N Lakewood, Long Brach, CA 90815, which operated/operates under the name Staybridge Suites – Long Beach Airport, an IHG Hotel.

14. At all relevant times, the Defendants were the “Hotel Employers” who operated at least two “hotels,” as defined in section 5.49.020 of the Long Beach Municipal code, in Long Beach, which contained more than 50 guest rooms. (L.B.M.C. § 5.49.020.)

DEFENDANT THEODORE HAAS

15. Defendant MOOYON KIM (“KIM”) is now and/or at all times mentioned in this Complaint was a California citizen and the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

16. Defendant KIM is named herein as an individual employer pursuant to Labor Code § 558.1, which states in subsection (a): “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of

1 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections
2 203, 226, 226.7, 1193.6, 1194, 2802, may be liable as the employer for such violation,” and states in
3 subsection (b): “For purposes of this section, the term “other person acting on behalf of an employer” is
4 limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the
5 term managing agent has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.”
6 (*Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809.)

7 17. Defendant KIM is also named herein as an individual employer pursuant to Labor Code
8 § 1197.1, which states, in subsection (a): “Any employer or other person acting either individually or as
9 an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage
10 less than the minimum fixed by an order of the commission shall be subject to a civil penalty and
11 restitution of wages payable to the employee, as follows: (1) For any initial violation that is intentionally
12 committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
13 employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid
14 wages. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250)
15 for each underpaid employee for each pay period for which the employee is underpaid regardless of
16 whether the initial violation is intentionally committed. This amount shall be in addition to an amount
17 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the
18 affected employee.” (*Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809.)

19 18. Here, this complaint alleges, among others, violations of Labor Code §§203, 226, 226.7,
20 1194, and 2802, and as such, Defendant KIM is named as a natural person who is an owner, director,
21 officer and/or managing agent of Defendant YHB LONG BEACH LLC and Defendant L.A. KOREANA,
22 INC.

23 **DOES 1 – 100, INCLUSIVE**

24 19. Plaintiffs do not know the true names or capacities, whether individual, partner or
25 corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such fictitious
26 names pursuant to California Code of Civil Procedure (“CCP”) §474.

27 20. DOES 1 to 50, inclusive are now, and/or at all times mentioned in this Complaint were
28 licensed to do business and/or actually doing business in California.

21. DOES 51 to 100, inclusive are now, and/or at all times mentioned in this Complaint were individuals who are California citizens actually doing business in the State of California, who caused Labor Code violations to occur at Defendants' employ.

22. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiffs will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

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

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

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

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

27. 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.

28. 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.

29. 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.

30. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-100, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-100, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

31. Whenever and wherever reference is made in this complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

**ALTER EGO, AGENCY, INTEGRATED ENTERPRISE, SUCCESSOR AND JOINT
EMPLOYER**

32. Under California law, the definition of the terms “to employ” are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3) to engage, thereby creating a common law employment relationship. (See, *Martinez v. Combs*, 49 Cal.4th 35, 64 (2010).) One reason that the IWC defined “employer” in terms of exercising control was to reach situations in which multiple entities control different aspects of the employment relationship. Supervision of the work, in the specific sense of exercising control over how services are properly performed, is properly viewed as one of the “working conditions” mentioned in the wage order. (*Id.* at 76.) A joint employer relationship exists, for example, when one entity (such as a temporary employment agency) hires and pays a worker, and the other entity supervises the work. (*Id.*) Moreover, the California Court of Appeal recently broadened the test for joint employment in California, applying a less stringent standard to what constitutes sufficient control by a business over its vendor’s employees’ wages and working conditions to render that business liable as a joint employer. (See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative joint employer instead exercises enough control over the intermediary

1 entity to *indirectly* dictate the wages, hours, or working conditions of the employee, that is a sufficient
2 showing of joint employment,” *Id.* at 875 [emphasis added].)

3 33. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class Members
4 and the Aggrieved Employees were jointly employed by DEFENDANTS for purposes of the Wage Orders,
5 under the alternative definitions of “to employ” adopted by the California Supreme Court in *Martinez*, *supra*.
6 As discussed below, these DEFENDANTS (1) exercised control over wages, hours and working conditions
7 of PLAINTIFF, Class Members, and Aggrieved Employees; (2) suffered or permitted PLAINTIFF, Class
8 Members and Aggrieved Employees to work for them; and, (3) engaged PLAINTIFF, Class Members and
9 Aggrieved Employees to work for them.

10 34. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
11 of interest and ownership between Defendant YHB LONG BEACH LLC and Defendant L.A.
12 KOREANA, INC., and Defendant KIM (collectively the “Employers”), and DOES 1-100 that the
13 individuality and separateness of defendants have ceased to exist.

14 35. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
15 purported corporate existence, Employers and DOES 1-100 are, in reality, one and the same as
16 Defendants, including, but not limited to because:

17 a. Employers are completely dominated and controlled by one another and DOES 1-
18 100, who personally committed the frauds and violated the laws as set forth in this complaint, and who
19 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
20 accomplish some other wrongful or inequitable purpose.

21 b. Employers and DOES 1-100 derive actual and significant monetary benefits by
22 and through one another’s unlawful conduct, and by using one another as the funding source for their
23 own personal expenditures.

24 c. Employers and DOES 1-100, while really one and the same, were segregated to
25 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
26 accomplishing some other wrongful or inequitable purpose.

27 d. Employers do not comply with all requisite corporate formalities to maintain a
28 legal and separate corporate existence.

1 e. Employers maintain the same principal office, located at 4353 E. Willow Street,
2 Long Beach, California 90815, and/or same California registered Agent for Service of Process

3 f. The business affairs of Employers and DOES 1-100 are, and at all times relevant
4 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
5 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
6 DOES 1-100 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
7 were, the alter ego of one another and DOES 1-100. The recognition of the separate existence of
8 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
9 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
10 existence of Employers and DOES 1-100 should be disregarded in equity and for the ends of justice
11 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

12 36. Accordingly, Employers constitute the alter ego of one another and DOES 1-100, and the
13 fiction of their separate corporate existence must be disregarded.

14 37. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
15 thereon alleges that Employers and DOES 1-100 are Plaintiff's joint employers by virtue of a joint
16 enterprise, and that Plaintiff was an employee of Employers and DOES 1-100. Plaintiff performed
17 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
18 Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in
19 which Defendants' business was and is conducted.

20 38. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
21 between DOES 1-100, Employers, or any of them, (1) there is an express or implied agreement of
22 assumption pursuant to which Employers and/or DOES 1-100 agreed to be liable for the debts of the
23 other Defendants, (2) the transaction between Employers and/or DOES 1-100 and the other Defendants
24 amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-100 are a
25 mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-100
26 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or
27 DOES 1-100 are the successors of one or more of the other Defendants, and are liable on that basis.

1 **JURISDICTION AND VENUE**

2 39. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
3 is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein,
4 because Defendants maintain offices and transact business within Los Angeles County, and because the
5 work that is the subject of this action was performed by Plaintiff in Los Angeles County. (*See also*
6 *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA
7 action is proper in any county where the defendants committed Labor Code violations against some of its
8 employees).)

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

12 41. The California Superior Court also has jurisdiction in this matter because during their
13 employment with Defendants, Plaintiff RUFINA RODRIGUEZ REYES, the members of the putative
14 Classes herein, and individual Defendant KIM was a California citizen, and Defendant YHB LONG
15 BEACH LLC was and is a California limited liability company, and Defendant L.A. KOREANA, INC.
16 was and is a California corporation.

17 42. Further, there is no federal question at issue, as the issues herein are based solely on
18 California statutes and law.

19 **CLASS ACTION ALLEGATIONS**

20 43. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or
21 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
22 all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a
23 class action pursuant to CCP §382.

24 44. The putative Classes that Plaintiffs (hereinafter "Class Members") will seek to certify,
25 with the first which are currently composed of room cleaners or "Housekeepers" (as defined *supra*) and
26 other non-exempt employees who have worked for any one or more locations owned, operated, and/or
27 managed by Defendants in California, either directly or via a staffing agency, in the four years prior to
28 the filing of the original complaint herein and through trial. Further, there is a sand defined as follows:

1 a. All California citizens employed by Defendants as Housekeepers (as defined
2 *supra*) and other non-exempt employees during the appropriate time period who were subjected to
3 Defendants' policies and practices regarding the payment of contractually or statutorily mandated wages
4 as specifically described herein (hereinafter, the "Unpaid Wage Class");

5 b. All California citizens employed by Defendants as Housekeepers (as defined
6 *supra*) and other non-exempt employees during the appropriate time period who were subjected to
7 Defendants' policies and practices regarding the payment of minimum wages as specifically described
8 herein (hereinafter, the "Minimum Wage Class");

9 c. All California citizens employed by Defendants as Housekeepers (as defined
10 *supra*) and other non-exempt employees during the appropriate time period who were subjected to
11 Defendants' policies and practices regarding the payment of overtime wages as specifically described
12 herein (hereinafter, the "Overtime Wage Class");

13 d. All California citizens employed by Defendants as Housekeepers (as defined
14 *supra*) and other non-exempt employees during the appropriate time period who were subjected to
15 Defendants' policies and practices regarding meal periods as specifically described herein (hereinafter,
16 the "Meal Period Class");

17 e. All California citizens employed by Defendants as Housekeepers (as defined
18 *supra*) and other non-exempt employees during the appropriate time period who were subjected to
19 Defendants' policies and practices regarding rest periods as specifically described herein (hereinafter, the
20 "Rest Period Class");

21 f. All California citizens employed by Defendants as Housekeepers (as defined
22 *supra*) and other non-exempt employees during the appropriate time period who were subjected to
23 Defendants' policies and practices regarding the timely payment of wages as specifically described herein
24 (hereinafter, the "LC 204 Class");

25 g. All California citizens employed by Defendants as Housekeepers (as defined
26 *supra*) at Defendants' Long Beach, California locations during the appropriate time period who were
27 subjected to Defendants' policies and practices regarding the amount of floor space required to be cleaned
28 ("Humane Workload Class");

1 h. All California citizens employed by Defendants as Housekeepers (as defined
2 *supra*) at Defendants' Long Beach, California locations during the appropriate time period who were
3 subjected to Defendants' policies and practices regarding obtaining consent for working more than 10
4 hours in any workday ("Voluntary Overtime Class");

5 i. All California citizens employed by Defendants as Housekeepers (as defined
6 *supra*) at Defendants' Long Beach, California locations during the appropriate time period who were
7 subjected to Defendants' policies and practices regarding the preservation of room cleaner records
8 ("Preservation of Records Class");

9 j. All California citizens employed by Defendants as Housekeepers (as defined
10 *supra*) and other non-exempt employees during the appropriate time period who were subjected to
11 Defendants' policies and practices regarding itemized wage statements as specifically described herein
12 (hereinafter, the "Wage Statement Class");

13 k. All formerly-employed California citizens employed by Defendants as
14 Housekeepers (as defined *supra*) and other non-exempt employees during the appropriate time period
15 who were subjected to Defendants' policies and practices regarding Labor Code §203 and the payment
16 of all final wages (hereinafter, the "LC 203 Class");

17 l. All California citizens employed by Defendants as Housekeepers (as defined,
18 *supra*) and other non-exempt employees during the appropriate time period regarding whom Defendants
19 have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC §
20 17200, et seq., as specifically described herein (hereinafter, the "17200 Class").

21 45. The Unpaid Wage Class, Minimum Wage Class, Overtime Wage Class, Meal Period
22 Class, Rest Period Class, LC 204 Class, Humane Workload Class, Voluntary Overtime Class,
23 Preservation of Records Class, Wage Statement Class, LC 203 Class, and 17200 Class are herein
24 collectively referred to as the "Classes."

25 46. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
26 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
27 such time when Plaintiffs seek to certify the Classes alleged herein.
28

1 47. Numerosity (CCP §382):

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

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

6 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
7 however, it is estimated that the membership of the Classes numbers greater than 100 individuals; and

8 d. The quantity and identity of such membership is readily ascertainable via
9 inspection of Defendants' records.

10 48. Superiority (CCP §382): The nature of this action and the nature of the laws available to
11 Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to
12 afford relief to Plaintiffs for the wrongs alleged herein, as follows:

13 a. California has a public policy which encourages the use of the class action device;

14 b. By establishing a technique whereby the claims of many individuals can be
15 resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and
16 provides small claimants with a method of obtaining redress for claims which would otherwise be too
17 small to warrant individual litigation;

18 c. This case involves large corporate Defendants and a large number of individual
19 Class members with many relatively small claims and common issues of law and fact;

20 d. If each individual member of the Classes were required to file an individual
21 lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because
22 Defendants would be able to exploit and overwhelm the limited resources of each individual member of
23 the Classes with Defendants' vastly superior financial and legal resources;

24 e. Requiring each individual member of the Classes to pursue an individual remedy
25 would also discourage the assertion of lawful claims by the members of the Classes who would be
26 disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of
27 retaliation and permanent damage to their lives, careers and well-being;

1 f. Proof of a common business practice or factual pattern, of which the members of
2 the Classes experienced, is representative of the Classes herein and will establish the right of each of the
3 members of the Classes to recover on the causes of action alleged herein;

4 g. Absent class treatment, the prosecution of separate actions by the individual
5 members of the Classes, even if possible, would likely create:

6 i) a substantial risk of each individual plaintiff presenting in separate,
7 duplicative proceedings the same or essentially similar arguments and
8 evidence, including expert testimony;

9 ii) a multiplicity of trials conducted at enormous expense to both the judicial
10 system and the litigants;

11 iii) inconsistent or varying verdicts or adjudications with respect to the
12 individual members of the Classes against Defendants;

13 iv) potentially incompatible standards of conduct for Defendants; and

14 v) potentially incompatible legal determinations with respect to individual
15 members of the Classes which would, as a practical matter, be dispositive
16 of the interest of the other members of the Classes who are not parties to
17 the adjudications or which would substantially impair or impede the ability
18 of the members of the Classes to protect their interests.

19 h. The claims of the individual members of the Classes are not sufficiently large to
20 warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant
21 thereto;

22 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
23 fashion methods to manage any individual questions; and

24 j. The Supreme Court of California urges trial courts, which have an obligation to
25 consider the use of innovative procedural tools to certify a manageable class, to be procedurally
26 innovative in managing class actions.

27 49. Well-defined Community of Interest: Plaintiffs also meet the established standards for
28 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

1 a. Typicality: The claims of Plaintiff RUFINA RODRIGUEZ REYES are typical of
2 the claims of all members of the Classes she seeks to represent because she has been subject to all the
3 violations described herein, as have all members of the Classes sustained injuries and damages arising
4 out of Defendants' common course of conduct in violation of law and the injuries and damages of all
5 members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged
6 herein.

7 b. Adequacy: Plaintiff RUFINA RODRIGUEZ REYES:

- 8 i) is an adequate representative of the Classes she seeks to represent;
- 9 ii) will fairly protect the interests of the members of the Classes;
- 10 iii) have no interests antagonistic to the members of the of the Classes; and
- 11 iv) will vigorously pursue this suit via attorneys who are competent, skilled
12 and experienced in litigating matters of this type.

13 c. Predominant Common Questions of Law or Fact: There are common questions of
14 law and/or fact as to the members of the Classes which predominate over questions affecting only
15 individual members of the Classes, including, without limitation:

- 16 i) Whether Defendants paid the legal and appropriate straight time pay,
17 minimum wage pay, and/or overtime pay for all work hours to the members
18 of the Unpaid Wage Class;
- 19 ii) Whether Defendants paid the required minimum wages to the members of
20 the Minimum Wage Class;
- 21 iii) Whether Defendants paid the appropriate overtime wages to the members
22 of the Overtime Wage Class;
- 23 iv) Whether Defendants failed and continue to fail to authorize and permit
24 legally-requisite meal periods to the members of the Meal Period Class in
25 violation of the Labor Code and Section 11 of the IWC Wage Order No. 5
- 26 v) Whether Defendants failed and continue to fail to authorize and permit
27 legally-requisite rest periods to the members of the Rest Period Class in
28 violation of the Labor Code and Section 12 of the IWC Wage Order No. 5;

- vi) Whether Defendants are liable pursuant to Labor Code §204 to the members of the LC 204 Class;
- vii) Whether Defendants required the Humane Workload Class to clean rooms amounting to more than the statutorily allowed floor space;
- viii) Whether Defendants failed to obtain consent from the Voluntary Overtime Class to work more than 10 hours in any workday;
- ix) Whether Defendants failed to maintain room cleaner records of the Preservation of Records Class;
- x) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to the members of the Wage Statement Class;
- xi) Whether Defendants are liable pursuant to Labor Code §203 to the members of the LC 203 Class;
- xii) Whether the members of the Classes are entitled to penalties pursuant to Labor Code §§2698, et seq;
- xiii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent competition within the meaning of B&PC §17200, et seq.;
- xiv) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xv) Whether the members of the Classes are entitled to injunctive relief;
- xvi) Whether the members of the Classes are entitled to restitution; and
- xvii) Whether Defendants are liable for attorneys' fees and costs.

50. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232, 238).

FACTUAL ALLEGATIONS

51. During the four-year period preceding filing of this complaint, PLAINTIFF, and each of the Class Members, were employed by DEFENDANTS in the State of California as non-exempt, employees. During the PAGA Period (defined below) PLAINTIFF and the Aggrieved Employees (defined below) were

1 employed by DEFENDANTS in the State of California as non-exempt employees. At all times referenced
2 herein, DEFENDANTS exercised control over PLAINTIFF, Class Members, and Aggrieved Employees and
3 suffered and/or permitted them to work.

4 52. Based on information and belief, DEFENDANTS implemented a policy and/or practice
5 of rounding start and end times and/or automatically deducting at least thirty minutes per shift for meal
6 periods, despite having actual and/or constructive knowledge that PLAINTIFF and other Class Members
7 and Aggrieved Employees were subject to DEFENDANTS' control during purported meal periods and/or
8 were otherwise not afforded lawful meal periods, depriving PLAINTIFF and Class Members and
9 Aggrieved Employees of all wages owed. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58; *Troester*
10 *v. Starbucks Corp.* (2018) 5 Cal.5th 829, 848.)

11 53. Based on information and belief, Class Members and Aggrieved Employees were not paid
12 for all hours worked due to DEFENDANTS' policy and/or practice of paying according to scheduled
13 hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or
14 practices. For example, DEFENDANTS mandated pre-shift and/or post-shift off-the-clock work that was
15 neither recorded nor compensated, which included without limitation, requiring Class Members and
16 Aggrieved Employees to bestow their personal items and/or change into their work uniforms/work
17 clothing/shoes/face masks prior to clocking in for their shifts, requiring Class Members and Aggrieved
18 Employees to respond to work-related calls/messages on their cell phones/mobile devices before clocking
19 in for their shifts, during their shifts, and/or after clocking out for their shifts, and/or complete other
20 mandated off-the-clock work tasks prior to clocking in for the start of their shifts and/or after clocking
21 out for the end of their shifts. For example, upon arriving at work, PLAINTIFF was required to first
22 bestow her personal items in the employee storage area prior to clocking in for the start of her shift and
23 regularly had to respond to work-related calls/messages to her personal cell phone during her shift.

24 54. Moreover, based on information and belief, DEFENDANTS' employee
25 electronic/biometric time-keeping system consistently malfunctioned such that PLAINTIFF and other
26 Class Members were consistently required to either reinitiate and/or otherwise troubleshoot the system
27 prior to being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock
28 back in from meal periods, resulting in off-the-clock work and the underpayment of minimum and

1 overtime wages owed to PLAINTIFF and other Class Members. This time spent under DEFENDANTS'
2 control was not recorded and not compensated and resulted in unpaid minimum and overtime wages.

3
4 **FIRST CAUSE OF ACTION**
5 **FOR FAILURE TO ALL WAGES DUE**
6 **(ON BEHALF OF THE UNPAID WAGE CLASS)**
7 **(AGAINST ALL DEFENDANTS)**

8 55. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
9 though set forth in full herein.

10 56. Labor Code §§ 1194(a) states in pertinent part: "Notwithstanding any agreement to work
11 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a
12 civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon,
13 reasonable attorney's fees, and costs of suit."

14 57. Labor Code §§ 1194.2(a) states in pertinent part: "In any action under ... 1194 or 1197.1
15 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
16 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal
17 to the wages unlawfully unpaid and interest thereon."

18 58. Labor Code § 1197 states: "The minimum wage for employees fixed by the commission
19 or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment
20 of a lower wage than the minimum so fixed is unlawful."

21 59. Defendants, as a pattern and practice in uniform administration of corporate policy with
22 regard to the members of the Unpaid Wage Class, required the members of the Unpaid Wage Class to
23 performed labor without compensation. Specifically, the members of the Unpaid Wage Class were made
24 to work through their meal periods while Defendants nevertheless deducted the full 30-minutes of their
25 meal periods from their pay or Defendants had a uniform policy of rounding time, which did not all the
26 Unpaid Wage Class to be paid for all hours worked.

1 60. As such, Defendants required the members of the Unpaid Wage Class to remain under
2 Defendants' control without paying therefore, which resulted in the members of the Unpaid Wage Class
3 earning less than the legally required minimum wage and/or overtime wage in the State of California.

4 61. Defendants' pattern and practice in uniform administration of corporate policy regarding
5 Defendants' failure to pay the legal minimum wage to the members of the Unpaid Wage Class as
6 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
7 the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of
8 the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage
9 and the straight time compensation, including interest thereon.

10 62. Pursuant to Labor Code § 1194.2(a), the members of the Minimum Wage Class seek
11 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

12 63. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, the
13 members of the Minimum Wage Class seek recovery of pre-judgment interest on all amounts recovered
14 herein.

15 64. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the Minimum
16 Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
17 action

18
19 **SECOND CAUSE OF ACTION**
20 **FOR FAILURE TO PAY MINIMUM WAGES**
21 **(ON BEHALF OF THE MINIMUM WAGE CLASS)**
22 **(AGAINST ALL DEFENDANTS)**

23 65. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
24 though set forth in full herein.

25 66. Labor Code §§ 1194(a) states in pertinent part: "Notwithstanding any agreement to work
26 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a
27 civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon,
28 reasonable attorney's fees, and costs of suit."

1 67. Labor Code §§ 1194.2(a) states in pertinent part: “In any action under ... 1194 or 1197.1
2 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
3 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal
4 to the wages unlawfully unpaid and interest thereon.”

5 68. Labor Code § 1197 states: “The minimum wage for employees fixed by the commission
6 or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment
7 of a lower wage than the minimum so fixed is unlawful.”

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

- 10 a. Administered a uniform company policy and practice as to the pay policies regarding
11 the members of the of the Minimum Wage Class;
12 b. Failed to pay for all hours worked due to its auto-deduction and time recording policy
13 and practice for meal periods, paying for scheduled hours instead of actual hours
14 worked, off-the-clock work, and rounded time entries; and
15 c. As such, required the members of the Minimum Wage Class to work without paying
16 at least the minimum wage for all the time they were under Defendants’ control.

17 70. As such, Defendants required members of the Minimum Wage Class to remain under
18 Defendants’ control without paying therefore, which resulted in the members of the Minimum Wage
19 Class earning less than the legal minimum wage pursuant to statute under California law.

20 71. Defendants’ pattern and practice in uniform administration of corporate policy regarding
21 Defendants’ failure to pay the legal minimum wage to the members of the Minimum Wage Class as
22 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
23 the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of
24 the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage
25 and the straight time compensation, including interest thereon.

26 72. Pursuant to Labor Code § 1194.2(a), the members of the Minimum Wage Class seek
27 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.
28

73. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, the members of the Minimum Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

74. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the Minimum Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
(ON BEHALF OF THE OVERTIME WAGE CLASS)
(AGAINST ALL DEFENDANTS)

75. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

76. Labor Code §510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any work week, and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

77. At all relevant times, Defendants failed and refused to pay Plaintiff and the Overtime Wage Class all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

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

a. Administered a uniform company policy and practice as to the pay policies regarding the members of the Overtime Wage Class;

1 b. Failed to pay for all hours due to Defendants' auto-deduction for meal periods, time-
2 rounding policies for meal period start and end times and shift start and end times, off-the-clock work policies
3 and practices, and practice of only paying for scheduled hours instead of actual hours worked (described
4 above); and

5 c. Paid the members of the Overtime Wage Class for straight time only, with no
6 overtime premiums.

7 79. Defendants' pattern and practice in uniform administration of corporate policy regarding
8 Defendants' failure to pay the legal overtime wage to the members of the Overtime Wage Class as
9 described herein is unlawful and creates entitlement, pursuant to Labor Code §510, to recovery by the
10 members of the Overtime Wage Class, in a civil action, for the unpaid balance of the full amount of the
11 unpaid minimum wages owed, calculated as the difference between the requisite overtime rate minus the
12 regular hourly rate of compensation, including interest thereon.

13 80. Pursuant to Labor Code §§218.6, 510, 1194; and Civil Code §3287, the member of the
14 Overtime Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

15 81. Pursuant to Labor Code §218.5 and/or Labor Code §1194, the members of the Overtime
16 Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
17 action.

18
19 **FOURTH CAUSE OF ACTION**
20 **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS**
21 **(ON BEHALF OF THE MEAL PERIOD CLASS)**
22 **(AGAINST ALL DEFENDANTS)**

23 82. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
24 though set forth in full herein.

25 83. Labor Code § 226.7(b) provides that "An employer shall not require an employee to work
26 during a meal or res or recovery period mandated pursuant to an applicable statute, or applicable
27 regulation, standard or order of the Industrial Welfare Commission, the Occupational Safety and Health
28 Standards Board, or the Division of Occupational Safety and Health."

1 84. Labor Code § 512 provides that “An employer shall not employ an employee for a work
2 period of more than five hours per day without providing the employee with a meal period of not less
3 than 30 minutes, except that if the total work period per day of the employee is no more than six hours,
4 the meal period may be waived by mutual consent of both the employer and employee. An employer shall
5 not employ an employee for a work period of more than 10 hours per day without providing the employee
6 with a second meal period of not less than 30 minutes, except that if the total hours worked is no more
7 than 12 hours, the second meal period may be waived by mutual consent of the employer and the
8 employee only if the first meal period was not waived.”

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

12 86. Section 11(A) of IWC Wage Order No. 5 states “No employer shall employ any person
13 for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except
14 that when a work period of not more than six (6) hours will complete the day’s work the meal period may
15 be waived by mutual consent of employer and employee.”

16 87. Section 11(B) of IWC Wage Order No. 5 states “If an employer fails to provide an
17 employee a meal period in accordance with the applicable provisions of this order, the employer shall
18 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
19 that the meal period is not provided.”

20 88. On one or more occasions, the members of the Meal Period Class worked over five (5)
21 hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes prior to
22 exceeding five (5) hours of employment.

23 89. Based on information and belief, DEFENDANTS had and continue to have a continuous
24 policy of rounding the start and end times of employees’ meal periods and/or automatically deducting
25 thirty minutes (or more) per shift despite having actual and/or constructive knowledge that PLAINTIFF
26 and Class Members did not receive compliant meal periods.

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

1 91. The members of the Meal Period Class did not enter into any written agreement agreeing
2 to an on-the-job meal period.

3 92. As a matter of Defendants' established company policy, Defendants failed to always
4 comply with the meal period requirements established by Labor Code § 226.7, Labor Code § 512, Labor
5 Code § 516 and Section 11 of IWC Wage Order No. 5 by failing to always provide the members of the
6 Meal Period Class with a first and in some cases a second legally compliant meal period.

7 93. Pursuant to Section 11(B) of IWC Wage Order No. 5 and Labor Code § 226.7(c) which
8 states that "If an employer fails to provide an employee a meal period in accordance with the applicable
9 provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's
10 regular rate of compensation for each workday that the meal period is not provided." The members of
11 the Meal Period Class are thus entitled to damages in an amount equal to one (1) additional hour of pay
12 at each employee's regular rate of compensation for each work day that the meal period was not provided,
13 in a sum to be proven at trial.

14 94. Pursuant to Labor Code 218.6 and Civil Code § 3287, members of the Meal Period Class
15 seek recover of prejudgment interest on all amounts recovered herein.

16
17 **FIFTH CAUSE OF ACTION**
18 **FOR FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
19 **(ON BEHALF OF THE REST PERIOD CLASS)**
20 **(AGAINST ALL DEFENDANTS)**

21 95. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
22 though set forth in full herein.

23 96. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
24 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
25 thereof, and further prohibits an employer from requiring "an employee to work during a meal or rest or
26 recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order
27 of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the
28 Division of Occupational Safety and Health."

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

4 98. Section 12(A) of IWC Wage Order No. 5 states: “Every employer shall authorize and
5 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work
6 period. The authorized rest period time shall be based on the total hours worked daily at a the rate of ten
7 (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not
8 be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours.
9 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from
10 wages.”

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

15 100. The members of the Rest Period Class sometimes worked over 4 hours per shift. Further,
16 the members of the Rest Period Class sometimes worked over 6 hours per shift.

17 101. The members of the Rest Period Class were entitled to a rest period of not less than 10
18 minutes prior to exceeding 4 hours of employment.

19 102. As a matter of Defendants’ established company policy, Defendants failed to always
20 authorize and permit all required rest periods established by Labor Code §226.7 and Labor Code §516
21 and Section 12 of the IWC Wage Order(s). (*Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
22 257.)

23 103. Pursuant to Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which states
24 “if an employer fails to provide an employee a meal or rest period in accordance with an applicable order
25 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
26 at the employee’s regular rate of compensation for each work day that the meal or rest period is not
27 provided,” the members of the Rest Period Class are entitled to damages in an amount equal to 1
28

1 additional hour of pay at each employee's regular rate of compensation for each work day that the rest
2 period was not provided.

3 104. Pursuant to Labor Code §218.6 and Civil Code § 3287, the members of the Rest Period
4 Class seek recovery for prejudgment interest on all amounts recovered herein.

5
6 **SIXTH CAUSE OF ACTION**
7 **FOR VIOLATIONS OF LABOR CODE §204**
8 **(ON BEHALF OF THE LC 204 CLASS)**
9 **(AGAINST ALL DEFENDANTS)**

10 105. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
11 though set forth in full herein.

12 106. Labor Code §204(a) provides in pertinent part that "All wages, other than those mentioned
13 in (Labor Code) Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in an employment are
14 due and payable twice during each calendar month, on days designated in advance by the employer as
15 the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month
16 shall be paid for between the 16th and the 26th day of the month during which the labor was performed,
17 and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid
18 for between the 1st and 10th day of the following month." (See also, *Peabody v. Time Warner Cable. Inc.*,
19 (2014) 59 Cal.4th 662, 669.)

20 107. Defendants sometimes paid the members of the LC 204 Class their wages late, sometimes
21 not at all after they were earned and calculable, rather than in every pay period, as required by law.

22 108. The members of the LC 204 Class are not executive, administrative or professional
23 employees, and as such, for purposes of this cause of action, are not covered by the Fair Labor Standards
24 Act.

25 109. Regarding Labor Code §204(c), the members of the LC 204 Class were not covered by a
26 collective bargaining agreement that provides different pay arrangements than thus set-forth in Labor
27 Code §204.

1 110. Regarding Labor Code §204(d), the members of the LC 204 Class were not paid requisite
2 wages not more than seven calendar days following the close of the payroll period.

3 111. Defendants had a consistent and uniform policy, practice and procedure of failing to
4 comply with Labor Code §§204 with regard to the members of the LC 204 Class.

5 112. Thus, the members of the LC 204 Class are entitled to recovery pursuant to Labor Code
6 §§204 and/or 210.

7
8 **SEVENTH CAUSE OF ACTION**
9 **FOR VIOLATIONS OF LONG BEACH MUNICIPAL CODE §5.49.040**
10 **(ON BEHALF OF THE HUMANE WORKLOAD CLASS)**
11 **(AGAINST ALL DEFENDANTS)**

12 113. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
13 though set forth in full herein.

14 114. Long Beach Municipal Code §5.49.040 provides that “A hotel employer shall not require
15 a room cleaner to clean rooms amounting to more than 4,000 square feet of floorspace, or more than the
16 maximum floor space otherwise specified in this Section, in any one, eight-hour workday unless the hotel
17 employer pays the room cleaner twice his or her regular rate of pay for all hours worked by the room
18 cleaner during the workday. If a room cleaner works fewer than eight hours in a workday, the maximum
19 floor space shall be reduced on a prorated basis. When a room cleaner during a workday is assigned to
20 clean any combination of seven or more checkout rooms or additional-bed rooms, the maximum
21 floorspace to be cleaned shall be reduced by 500 square feet for each such checkout or additional- bed
22 room over six. The limitations contained herein apply to any combination of spaces, including guest
23 rooms and suites, meeting rooms or hospitality rooms, and apply regardless of the furniture, equipment
24 or amenities in any rooms.

25 115. Long Beach Municipal Code §5.49.090 provides in pertinent part that “a hotel employer
26 that violates Section 5.49.040 shall be liable to each affected hotel employee for statutory damages in the
27 amount of fifty dollars (\$50) for each day on which a violation occurred.”
28

1 116. Defendants failed to pay the members of the Humane Workload Class double the
2 respective hourly rate of the members of the Humane Workload Class when cleaning more than 4,000
3 square feet of floorspace in any one, eight-hour workday, nor did Defendants pay double the respective
4 hourly rate of the members of the Humane Workload Class when they cleaned the respective prorated
5 basis of 4,000 square feet, when working less than 8 hours in any workday.

6 117. Thus, the members of the Humane Workload Class are entitled to recovery pursuant to
7 Labor Code §§204, 1194 and 218.6, and/or Long Beach Municipal Code §§ 5.49.040 and 5.49.090.
8

9 **EIGHTH CAUSE OF ACTION**
10 **FOR VIOLATIONS OF LONG BEACH MUNICIPAL CODE §5.49.050**
11 **(ON BEHALF OF THE VOLUNTARY OVERTIME CLASS)**
12 **(AGAINST ALL DEFENDANTS)**

13 118. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
14 though set forth in full herein.

15 119. Long Beach Municipal Code §5.49.050 provides that “A hotel employer shall not suffer
16 or permit a hotel employee to work more than 10 hours in any workday unless the hotel employee
17 consents. Consents must be written and signed by the hotel employee or communicated electronically
18 through an account or number particular to the hotel employee. No consent is valid unless the hotel
19 employer has advised the hotel employee in writing not more than 30 days preceding the consent that the
20 hotel employee may decline to work more than 10 hours in any workday and that the hotel employer will
21 not subject the hotel employee to any adverse action for declining. An assignment in excess of 10 hours
22 in a work day due to an emergency shall not violate this section”

23 120. Long Beach Municipal Code §5.49.090 provides in pertinent part that “a hotel employer
24 that violates Section 5.49.050 shall be liable to each affected hotel employee for statutory damages in the
25 amount of fifty dollars (\$50) for each day on which a violation occurred.”

26 121. Defendants failed to pay the members of the Voluntary Overtime Class failed to obtain
27 consent of the members of the Voluntary Overtime Class when they worked more than 10 hours in a
28 workday. Any consent that Defendants obtained from the members of the Voluntary Overtime Class

1 were defective as they were not done in writing with 30 days preceding the consent, did not advise the
2 member of the option to decline, and did not advise the member that adverse action would not be taken
3 for said declination.

4 122. Thus, the members of the Humane Workload Class are entitled to recovery pursuant to
5 Long Beach Municipal Code §§ 5.49.050 and 5.49.090.

6
7 **NINTH CAUSE OF ACTION**
8 **FOR VIOLATIONS OF LONG BEACH MUNICIPAL CODE §5.49.060**
9 **(ON BEHALF OF THE PRESERVATION OF RECORDS CLASS)**
10 **(AGAINST ALL DEFENDANTS)**

11 123. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

13 124. Long Beach Municipal Code §5.49.060 provides that “Each hotel employer shall maintain
14 for at least two years for each room cleaner a record of his or her name, pay rates received, and the rooms
15 (or at the hotel employer's option, total amount of square footage) each room cleaner has cleaned on each
16 workday. Each hotel employer shall preserve for at least two years a record of the written consents it
17 received from hotel employees to work more than ten hours during a shift. The hotel employer shall make
18 such records available to employees of the hotel or their representatives for inspection and copying except
19 the hotel employees' names (and any addresses and social security numbers) shall be redacted unless the
20 requester is a hotel employee requesting records concerning herself. Failure of the hotel employer to
21 provide a copy of such records will result in a penalty of at least one hundred dollars (\$100.00) per day
22 up to one thousand dollars (\$1,000.00) per day, the amount to be set by the court.”

23 125. Defendants failed to maintain records for at least two years for members of the
24 Preservation of Members Class.

25 126. Thus, the members of the Humane Workload Class are entitled to recovery pursuant to
26 Long Beach Municipal Code §§ 5.49.060.

TENTH CAUSE OF ACTION
FOR FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(ON BEHALF OF THE WAGE STATEMENT CLASS)
(AGAINST ALL DEFENDANTS)

127. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

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

129. Further, the IWC Wage Orders §7(A) states in pertinent part: “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and applicable rates of pay”

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

131. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders §7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during

1 each respective pay period and the corresponding number of hours worked at each hourly rate by each
2 respective individual and/or pertaining to the total hours worked for Defendants by the members of the
3 Wage Statement Class, including but not limited to, beginning and ending of each work period, meal
4 period and split shift interval, the total daily hours worked, and the total hours worked per pay period and
5 applicable rates of pay.

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

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

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

24 135. Moreover, due to violations detailed above, including but not limited to, DEFENDANTS'
25 failure to pay regular and overtime wages for all hours worked, and failure to provide meal and rest break
26 premiums, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
27 PLAINTIFF and other Class Members with accurate, itemized wage statements that listed the earned
28 gross and net wages earned and the correct applicable rates of pay for all hours worked. Moreover, wage

1 statements issued by DEFENDANTS failed to list the “total hours worked” by PLAINTIFF and Class
2 Members (by virtue of the automatic deduction for meal periods, failure to relieve Class Members of all
3 duties and employer control during unpaid meal periods, payment according to scheduled hours worked
4 rather than actual hours worked, and off-the-clock work policies and practices, all described in greater
5 detail *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked
6 on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*
7 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

8 136. The actual injuries suffered by the members of the Wage Statement Class as a result of
9 Defendants’ knowing and intentional failure to maintain accurate records for the members of the Wage
10 Statement Class include but are not limited to:

- 11 a. Confusion over whether they received all wages owed them by Defendants;
- 12 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 13 c. Being forced to engage in mathematical computations to analyze whether Defendants’
14 wages in fact compensated for all hours worked;
- 15 d. The inability to accurately calculate wage rates complicated by the fact that wage
16 statement information required by Labor Code §226 is missing;
- 17 e. That such practice prevents the members of the Wage Statement Class from being able
18 to effectively challenge information on their wage statements; and/or
- 19 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
20 required to collect and analyze the very information that California law requires.

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

25 138. Pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is
26 subject to a \$250.00 civil penalty for the initial pay period in which a violation occurred, and \$1,000.00
27 per employee for each subsequent pay period, with no maximum.

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

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

5
6 **ELEVENTH CAUSE OF ACTION**
7 **FOR VIOLATIONS OF LABOR CODE §203**
8 **(ON BEHALF OF THE LC 203 CLASS)**
9 **(AGAINST ALL DEFENDANTS)**

10 141. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
11 though set forth in full herein.

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

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

18 144. Defendants had a consistent and uniform policy, practice and procedure of willfully failing
19 to pay the earned wages of Defendants' former employees, as set forth above, according to amendment
20 or proof.

21 145. As set forth above, Defendants willfully failed to pay the members of the LC 203 Class
22 their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their
23 resignation, and failed to pay those sums for up to thirty (30) days thereafter.

24 146. Defendants' willful failure to pay wages to the members of the LC 203 Class violates
25 Labor Code §203 because Defendants knew or should have known wages were due to the members of
26 the LC 203 Class, as set forth above, but Defendants failed to pay them.

27 147. Thus, the members of the LC 203 Class are entitled to recovery pursuant to Labor Code
28 §203, as well as attorneys' fees and costs.

TWELFTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR WORK-RELATED EXPENSES
LABOR CODE §2802
(ON BEHALF OF THE AGGRIEVED EMPLOYEES)
(AGAINST ALL DEFENDANTS)

148. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

149. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members were entitled to be reimbursed for all reasonable expenses associated with carrying out orders by their employer and/or carrying out the duties assigned by their employers.

150. Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. (See *Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140.) To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. (*Id.* 1144-1145.) California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. (See *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.)

151. PLAINTIFF and the Class Members were improperly required to pay for business expenses that are legally the responsibility of the employer, including but not limited to, cell phone/data plan usage and charges, and/or costs associated with the purchase and/or maintenance of uniforms.

152. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

153. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class Members have suffered injury in that they were not completely reimbursed as mandated by California law.

1 154. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members are
2 entitled to recover the full amount of reimbursable expenses due, in addition to reasonable attorneys'
3 fees, and costs of suit.

4
5 **THIRTEENTH CAUSE OF ACTION**
6 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**
7 **LABOR CODE §2699**
8 **(ON BEHALF OF THE AGGRIEVED EMPLOYEES)**
9 **(AGAINST ALL DEFENDANTS)**

10 155. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
11 though set forth in full herein.

12 156. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
13 Defendants, on behalf of herself and other current or former employees, seeking statutory civil penalties
14 for Defendants' violations of the California Labor Code.

15 157. Plaintiff and the Classes are aggrieved employees within the meaning of Labor Code
16 §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations
17 against the Classes, as previously pleaded in this Complaint.

18 158. On February 15, 2023, and more than 65 calendar days before filing this Complaint,
19 Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by
20 certified mail to Defendants of the specific provisions of the California Labor Code that Defendants
21 violated, thereby satisfying the requirements of Labor Code §2699.3(a) by citing the specific provision
22 of the Labor Code alleged to have been violated, including the facts and theories sufficient to support the
23 alleged violations.

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

160. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

161. Further, as of the filing of this Complaint, Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

PENALTIES

162. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil penalties, as follows:

- a. As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and
- b. As applicable, civil penalties under Labor Code §558 (in addition to and entirely independent and apart from any other penalty provided for in the Labor Code), for violations of Labor Code §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;

- 1 c. As applicable, civil penalties under Labor Code §1197.1 (in addition to and entirely
2 independent and apart from any other penalty provided in the Labor Code) for
3 violations of Labor Code §§1194 and 1197, in the amount of \$100 for each underpaid
4 aggrieved employee for each pay period the aggrieved employee was intentionally
5 underpaid in addition to an amount sufficient to recover underpaid wages, and \$250
6 for each subsequent violation for each underpaid aggrieved employees regardless of
7 whether the initial violation was intentionally committed in addition to an amount
8 sufficient to recover underpaid wages, with all wages recovered pursuant to Labor
9 Code §1197.1;
- 10 d. As applicable, civil penalties under Labor Code §210 (in addition to and entirely
11 independent and apart from any other penalty provided in the Labor Code), for each
12 employee who is/was not paid wages in accordance with Labor Code §§201.3, 204,
13 204b, 204.1, 204.2, 205, 205.5 and 1197.5, in the amount of a civil penalty of \$100 for
14 each aggrieved employee per pay period for each initial violation, and \$200 for each
15 aggrieved employee per pay period for each subsequent violation;
- 16 e. As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely
17 independent and apart from any other penalty provided in the Labor Code), for each
18 violation of Labor Code §221, in the amount of \$100 for each aggrieved employee per
19 pay period for each violation; and \$200 for each aggrieved employee per pay period
20 for each subsequent violation plus 25 percent of the amount unlawfully withheld;
- 21 f. As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely
22 independent and apart from any other civil penalty provided in the Labor Code), for
23 each violation of Labor Code §226(a), in the amount of \$250 for each aggrieved
24 employee per pay period for each violation and \$1,000 for each aggrieved employee
25 per pay period for each subsequent violation;
- 26 g. As applicable, civil penalties under Labor Code §§203 and/or 256 (in addition to and
27 entirely independent and apart from any other penalty provided in the Labor Code),
28 for any aggrieved employee who was discharged or quit, and was not paid all earned

1 wages at termination in accordance with Labor Code §§201, 201.1, 201.5, 202, and
2 205.5, in the amount of a civil penalty of one day of pay, at the same rate, for each day
3 that he or she was paid late, until payment was/is made, up to a maximum of thirty
4 (30) days;

5 h. As applicable, any and all additional applicable civil penalties and sums as provided
6 by the Labor Code and/or other relevant statutes.

7 163. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties
8 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and
9 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)
10 to the aggrieved employees.

11 164. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
12 recovery of pre-judgment interest on all amounts recovered herein.

13 165. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs pursuant to
14 Labor Code §§2699(g)(1) and any other applicable statute.

15
16 **FOURTEENTH CAUSE OF ACTION**

17 **FOR UNFAIR COMPETITION**

18 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

19 **AGAINST ALL DEFENDANTS**

20 166. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
21 though set forth in full herein.

22 167. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and include
23 any unlawful, unfair or fraudulent business act..."

24 168. B&PC §17205 provides that unless otherwise expressly provided, the remedies or
25 penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties
26 available under all other laws of this state."
27
28

1 169. B&PC §17204 provides that an action for relief from unfair competition may be
2 prosecuted by any person who has suffered injury in fact and has lost money or property as a result of
3 such unfair competition.

4 170. Defendants' have engaged in unlawful, unfair and fraudulent business acts or practices
5 prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the
6 complaint, thereby depriving the members of the 17200 Class of the minimum working standards and
7 conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described
8 herein.

9 171. Defendants have engaged in unfair business practices in California by practicing,
10 employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by
11 requiring employees to perform the labor services complained of herein without the requisite
12 compensation.

13 172. Defendants' use of such practices constitutes an unfair business practice, unfair
14 competition and provides an unfair advantage over Defendants' competitors.

15 173. Plaintiffs have suffered injury in fact and have lost money or property as a result of such
16 unfair competition.

17 174. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to
18 restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair
19 practices complained of herein.

20 175. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will
21 continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

22 176. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction
23 prohibiting Defendants from engaging in the foregoing conduct.

24 177. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary
25 relief sought from Defendants.
26
27
28

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiffs pray:

3 1. That the Court issue an Order certifying the Classes herein, appointing the named
4 Plaintiffs as representatives of all others similarly situated, and appointing the law firm(s) representing
5 the named Plaintiffs as counsel for the members of the Classes;

6 As to the First Cause of Action for Failure to All Wages Owed:

7 2. For recovery of the unpaid balance of the full amount of the unpaid wages due and owing,
8 according to proof;

9 3. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
10 Civil Code §3287;

11 4. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
12 Labor Code §1194(a);

13 As to the Second Cause of Action for Failure to Minimum Wages Owed:

14 5. For recovery of the unpaid balance of the full amount of the underpaid prevailing wages
15 due and owing, according to proof;

16 6. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
17 Civil Code §3287;

18 7. For liquidated damages as allowed by Labor Code §1194.2;

19 8. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
20 Labor Code §1194(a);

21 As to the Third Cause of Action for Failure to Pay Overtime Wages:

22 9. For recovery of the unpaid balance of the full amount of the overtime wages due and
23 owing, according to proof;

24 10. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
25 Civil Code §3287;

26 11. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
27 Labor Code §1194(a);

1 As to the Fourth Cause of Action for Failure to Authorize and Permit Meal Periods:

2 12. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid Meal
3 Period Class for each workday that a paid rest period was not provided;

4 13. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

5 As to the Fifth Cause of Action for Failure to Authorize and Permit Rest Periods:

6 14. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid Rest
7 Period Class for each workday that a paid rest period was not provided;

8 15. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

9 As to the Sixth Cause of Action for Violations of Labor Code §204:

10 16. For recovery pursuant to Labor Code §§204 and/or 210;

11 As to the Seventh Cause of Action for Violations of Long Beach Municipal Code §5.49.040:

12 17. For recovery as authorized by Labor Code §§1194 and 1194.2 and Long Beach Municipal Code
13 §5.49.040;

14 18. For an award of costs and reasonable attorneys' fees pursuant to Long Beach Municipal Code
15 §§5.49.040 and 5.49.090;

16 As to the Eighth Cause of Action for Violations of Long Beach Municipal Code §5.49.050:

17 19. For recovery as authorized by Long Beach Municipal Code §5.49.050;

18 20. For an award of costs and reasonable attorneys' fees pursuant to Long Beach Municipal Code
19 §§5.49.050 and 5.49.090;

20 As to the Ninth Cause of Action for Violations of Long Beach Municipal Code §5.49.060:

21 21. For recovery as authorized by Long Beach Municipal Code §5.49.060;

22 22. For an award of costs and reasonable attorneys' fees pursuant to Long Beach Municipal Code
23 §§5.49.060 and 5.49.090;

24 As to the Tenth Cause of Action for Violations of Labor Code §226:

25 23. For recovery as authorized by Labor Code §226(e) and 226.3;

26 24. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
27 §226(g);

1 As to the Eleventh Cause of Action for Violations of Labor Code §203:

2 25. For recovery as authorized by Labor Code §203;

3 26. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor
4 Code §1194(a).

5 As to the Twelfth Cause of Action for Violations of Labor Code §2802:

6 27. For recovery as authorized by Labor Code §2802;

7 28. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

8 29. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor
9 Code §1194(a).

10 As to the Thirteenth Cause of Action for Penalties Pursuant to Labor Code §2699:

11 30. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and
12 apart from other penalties in the Labor Code and for Labor Code violations without a specific civil
13 penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200
14 for each aggrieved employee per pay period for each subsequent violation;

15 31. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and apart
16 from other penalties in the Labor Code, as follows:

17 a. For any violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period
18 for which the employee was underpaid;

19 b. For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid
20 employee for each pay period for which the employees was underpaid;

21 32. For civil penalties under Labor Code §1197.1, in addition to and entirely independent and apart
22 from any other penalty provided in the Labor Code, for each violation of Labor Code §1197, in the
23 amount of \$100 for each aggrieved employee per pay period for each violation and \$250 for each
24 aggrieved employee per pay period for each subsequent violation;

25 33. For civil penalties under Labor Code §210, in addition to and entirely independent and apart from
26 any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved employee per
27 pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent
28 violation;

1 34. For civil penalties under Labor Code §225.5, in addition to and entirely independent and apart
2 from any other penalty provided in the Labor Code, for each violation of Labor Code §221, in the amount
3 of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved
4 employee per pay period for each subsequent violation;

5 35. For civil penalties under Labor Code §226.3, in addition to and entirely independent and apart
6 from any other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved employee
7 per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each
8 subsequent violation;

9 36. For civil penalties under Labor Code §§203 and/or 256, in addition to and entirely independent
10 and apart from any other penalty provided in the Labor Code, in the amount of one day of pay, at the
11 same rate, for each day that an aggrieved employee was paid late, at the time of termination, until payment
12 was/is made, up to a maximum of thirty (30) days;

13 37. In addition, Plaintiffs seek and are entitled to seventy-five (75%) of all penalties obtained under
14 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their
15 rights and responsibilities under the Labor Code, and twenty-five percent (25%) to the aggrieved
16 employees.

17 38. For prejudgment interest on all amounts recovered herein pursuant to Labor Code §218.6, Labor
18 Code §1194(a), and/or Civil Code §3287;

19 39. For reasonable attorneys' fees and costs incurred pursuant to Labor Code §2699(g)(1) and any
20 other applicable statute; and

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

23 As to the Fourteenth Cause of Action for Unfair Business Practices:

24 41. For an accounting, under administration of Plaintiffs and/or the receiver and subject to Court
25 review, to determine the amount to be returned by Defendants, and the amounts to be refunded to
26 members of the Classes who are owed monies by Defendants;

27 42. For an Order requiring Defendants to identify each of the members of the Classes by name, home
28 address, home telephone number and, if available, email address;

1 43. For an Order requiring Defendants to make full restitution and payment pursuant to California
2 law;

3 44. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
4 engaging in the acts complained of herein;

5 45. For all other appropriate injunctive, declaratory and equitable relief;

6 46. For interest to the extent permitted by law;

7 47. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of
8 this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194 and/or any other
9 applicable provision of law;

10 As to All Causes of Action:

11 48. For such relief as this Court may deem just and proper, including reasonable attorneys' fees and
12 costs incurred.

13 DATED: May 16, 2023

GUERRA & CASILLAS LLP

14
15
16 By: 

Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiffs RUFINA
RODRÍGUEZ REYES, on behalf of
themselves and all others similarly situated

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21 **JURY TRIAL DEMANDED**

22 Plaintiff demands trial of all issues by jury.

23 DATED: May 16, 2023

GUERRA & CASILLAS LLP

24
25 By: 

Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiffs RUFINA
RODRÍGUEZ REYES, on behalf of
themselves and all others similarly situated