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February 2, 2023

Via LWDA Website:

Labor and Workforce Development Agency Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail:

LINCOLN PROPERTY COMPANY
COMMERCIAL, INC.
c/o CT Corporation System
330 N. Brand Blvd., Ste 700
Glendale CA 91203
Receipt No. 7021 1970 0000 9061 3776

ULTIMATE STAFFING AGENCY, INC.
c/o California New Business Bureau, Inc.
12501 E. Imperial Hwy, Suite #130
Norwalk, CA 90650
Receipt No. 7021 1970 0000 9061 3790

ROTH STAFFING COMPANIES, L.P.
c/o Mimi S. Taylor
450 N. State College Blvd.
Orange, CA 92868
Receipt No. 7021 1970 0000 9061 3783

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2699 et seq.

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff, Dawn Copeland, on behalf of herself and all others similarly situated gives NOTICE to file and/or amend a civil action pursuant to Labor Code Sections 2699, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency ("LWDA"), LINCOLN PROPERTY COMPANY COMMERCIAL, INC., ROTH STAFFING COMPANIES, L.P., and, ULTIMATE STAFFING AGENCY, INC., Plaintiff hereby attaches the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code plaintiff alleges have been violated including the facts and theories. All labor provision violations alleged in the Complaint PERTAIN TO ALL ENTITIES AND INDIVIDUALS NAMED IN THE COMPLAINT even if not specifically specified.

Please advise by certified mail within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you.

If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Kacey E. Cook', with a long horizontal flourish extending to the right.

Kacey E. Cook, Esq.

Enclosures: Complaint

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Attorneys for Plaintiff, DAWN COPELAND
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

DAWN COPELAND on behalf of herself and
all others similarly situated

Plaintiff,

vs.

LINCOLN PROPERTY COMPANY
COMMERCIAL, INC., a Texas corporation,
ROTH STAFFING COMPANIES, L.P., a
California limited partnership, ULTIMATE
STAFFING AGENCY, INC., a California
Corporation and DOES 1 through 50, inclusive,

Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**
- 4) Failure to Indemnify Employees for Expenses**
- 5) Failure to Timely Pay Wages During Employment**
- 6) Failure to Timely Pay Wages At Termination**
- 7) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions**
- 8) Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

1 Named Plaintiffs allege as follows

2 **I.**

3 **INTRODUCTION**

4 1. Plaintiff DAWN COPELAND (“Plaintiff”) asserts the following Class Action
5 claims, pursuant to Code of Civil Procedure section 382, against Defendants LINCOLN
6 PROPERTY COMPANY COMMERCIAL, INC., ROTH STAFFING COMPANIES, L.P., and,
7 ULTIMATE STAFFING AGENCY, INC., (hereinafter “LPC” “Roth” and “Ultimate”
8 respectively), and Does 1 through 50 inclusive, (collectively "Defendants")

9 2. Plaintiff bring this class action on behalf of herself and all similarly situated
10 employees not classified as “Exempt” or primarily employed in executive, professional, or
11 administrative capacities, employed by, or formerly employed by Defendants in California.
12 (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

13 3. During the liability period, defined as the applicable statute of limitations for each
14 and every cause of action contained herein, Defendants enforced shift schedules, employment
15 policies and practices and/or workload requirements wherein Plaintiff and Non-Exempt
16 Employees were, amongst other statutory violations not paid all lawful wages owed; not
17 provided compliant rest and meal periods; not provided accurate itemized wage statements, and
18 not paid timely wages during their employment and/or at termination.

19 4. Plaintiff on behalf of herself and Non-Exempt Employees, brings this action
20 pursuant to Labor Code sections 201, 202, 203, 204, 226, 210, 226.7, 510, 512, 558, 1194, 1198,
21 1199, 2802 Title 8 Section 11050 any other applicable Industrial Welfare Commission (“IWC”)
22 Wage Orders seeking unpaid lawful wages, unpaid rest and meal period compensation, expense
23 reimbursements, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

24 **II.**

25 **VENUE**

26 5. Venue as to each Defendants is proper in this judicial district pursuant to Code of
27 Civil Procedure section 395. Defendants conduct substantial and continuous commercial
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activities in Orange County and each Defendants is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in Orange County.

6. Plaintiff is, and at all times mentioned in this complaint was, a resident of California.

III.

PARTIES

7. On information and belief, LPC provides property management services throughout California and the United States.

8. On information and belief, ROTH and Ultimate provide staffing services throughout California, and to LPC.

9. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants.

IV.

FACTUAL BACKGROUND

11. Plaintiff was employed by Defendants on or about September of 2020 as an administration assistant. Plaintiff occupied said non-exempt, hourly position until the last day of her employment on or about May, 2021.

1 12. As an administration assistant, Plaintiff's job duties included, but were not limited
2 assisting with office administration and property management tasks.

3 13. During the relevant time period, Defendants jointly exercised control over the
4 wages, hours and/or work conditions of Defendants and Non Exempt Employees.

5 14. During the relevant time period, Plaintiff and Non Exempt Employees typically
6 worked five days a week. During their scheduled work days, Plaintiff and Class Members were
7 typically scheduled to work shifts of eight (8) hours or more, which often lasted longer.

8 15. During the relevant time period, Defendants implemented policies and practices
9 which resulted in Plaintiff and Non Exempt Employees working "off the clock" and without
10 compensation. For instance, Plaintiff was frequently required to work through her meal break, or
11 stay after her scheduled shift, sometimes for several hours. Plaintiff, and on information and
12 belief, Non-Exempt Employees are not compensated for the work performed "off the clock."

13 16. During the relevant time period, due to the demands of the work shifts, Plaintiff
14 and Non Exempt Employees were required to work without being permitted or authorized a
15 minimum ten (10) minute rest period for every four hours or major fraction thereof worked.
16 Plaintiff and, on information and belief, Non-Exempt Employees were not paid one (1) hour of
17 pay at their regular rate of compensation for each workday that a compliant was rest period was
18 not provided, in violation of California labor laws, regulations and IWC Wage Order.

19 17. During the relevant time period, due to the demands of the work shifts, Plaintiff
20 and Non-Exempt Employees were frequently required to work in excess of five (5) hours without
21 a minimum, uninterrupted thirty (30) minute by the end of the fifth hour of their shift and/or in
22 excess of ten (10) hours without a second 30 minute meal period by the end of the tenth hour of
23 their shift. Plaintiff and, on information and belief, Non Exempt Employees were not paid one
24 (1) hour of pay at their regular rate of compensation for each workday that a compliant meal
25 period was not provided, in violation of California labor laws, regulations and IWC Wage Order.

26 18. On information and belief, Defendants willfully failed to pay all earned wages in
27 a timely manner to Non Exempt Employees during their employment and at the termination of
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1 their employment all compensation due, including but not limited to all wages owed and
2 compensation for having failed to properly provide rest periods and meal periods.

3 19. During the relevant time frame, Defendants failed to adequately reimburse
4 Plaintiff and Class Members for the protective gear that Plaintiff and similarly situated
5 employees were required to wear in the performance of their job duties. For example, Plaintiff
6 was frequently contacted on her personal cell phone to communicate with other employees and
7 to discuss various tasks related to the performance of her job duties and was not indemnified for
8 this expense.

9 20. Defendants have also failed to maintain accurate itemized records reflecting total
10 hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage
11 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

12 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 currently employ and during the relevant period have employed over one hundred (100) Non
14 Exempt Employees in California.

15 22. Non-Exempt Employees employed by Defendants, at all times pertinent hereto,
16 have been non-exempt employees within the meaning of the California Labor Code and the
17 implementing rules and regulations of the IWC California Wage Orders.

18 **V.**

19 **CLASS ALLEGATIONS**

20 23. Plaintiff seeks to represent a Class comprised of and defined as: All persons who
21 are or were employed by Defendants in the state of California as hourly non-exempt employees
22 within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of
23 this lawsuit (collectively referred to as the “Class” and/or Class Members”).

24 24. Plaintiff also seeks to represent Subclasses which are composed of persons
25 satisfying the following definitions:

26 a. All Class Members in the state of California who were not accurately
27 and fully paid all lawful wages owed to them including proper minimum wage and/or overtime
28 compensation for all their hours worked;

1 b. All Class Members in the state of California who were not accurately and
2 fully paid overtime compensation;

3 c. All Class Members in the state of California who have not been provided
4 compliant 30 minute meal period when they worked over five hours in a work shift by the end of
5 the fifth hour and were not provided compensation in lieu thereof;

6 d. All Class Members in the state of California who have not been provided a
7 compliant second 30 minute meal period when they worked over ten hours in a work shift by the
8 end of the tenth hour and were not provided compensation in lieu thereof;

9 e. All Class Members in the state of California who, within the liability
10 period, have not been authorized and permitted to take a minimum ten (10) minute rest period for
11 every four (4) hours or major fraction thereof worked per day and were not provided
12 compensation in lieu thereof;

13 f. All Class Members in state of California who, within the liability period,
14 were not indemnified for expenses incurred in direct consequence of the discharge of their duty;

15 g. All Class Members in the state of California who, within the liability
16 period, were not timely paid all wages due and owed to them during their employment with
17 Defendants;

18 h. All Class Members in the state of California who, within the liability
19 period, were not timely paid all wages due and owed to them upon the termination of their
20 employment with Defendants; and

21 i. All Class Members in the state of California who, within the liability
22 period, were not provided with accurate and complete itemized wage statements.

23 25. Plaintiff also seeks to represent a Subclass consisting of all Employees employed
24 by Defendants in California who within the statutory liability period were not indemnified for
25 expenses incurred in direct consequence of the discharge of their duty.

26 26. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
27 or modify the class description with greater specificity or further division into subclasses or
28 limitation to particular issues.

1 27. This action has been brought and may properly be maintained as a class action
2 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
3 defined community of interest in the litigation and the proposed Class is easily ascertainable.

4 **A. Numerosity**

5 28. The potential members of the Class as defined are so numerous that joinder of all
6 the members of the Class is impracticable. While the precise number of Class Members has not
7 been determined at this time, Plaintiff is informed and believes that Defendants currently
8 employ, and/or during the relevant time period employed, approximately over 100 Non-Exempt
9 Employees in California who are or have been affected by Defendants' unlawful practices as
10 alleged herein.

11 **B. Commonality**

12 29. There are questions of law and fact common to the Class predominating over any
13 questions affecting only individual Class Members. These common questions of law and fact
14 include, without limitation:

15 i. Whether Defendants violated Labor Code sections 510, 1194 and applicable IWC
16 Wage Orders by failing to pay all earned wages including correct overtime compensation to
17 Non-Exempt Employees who worked in excess of eight (8) hours in a work day and/or more than
18 forty (40) hours in a workweek;

19 ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
20 failing to pay minimum wages for time spent under the Defendants' control and working "off the
21 clock" without pay;

22 iii. Whether Defendants violated Labor Code sections 226.7, 512 and applicable IWC
23 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-Exempt
24 Employees on days in which they worked in excess of 5 hours and/or 10 hours and failing to
25 compensate said employees one hour wages in lieu of meal periods;

26 iv. Whether Defendants violated Labor Code section 226.7 and applicable IWC
27
28

1 Wage Orders by failing to authorize and permit minimum 10 minute rest periods to Non-
2 Exempt Employees for every four hours or major fraction thereof worked and failing to
3 compensate said employees one hours wages in lieu of rest periods;

4 v. Whether Defendants violated Labor Code section 2802 and applicable IWC Wage
5 Orders for failing to indemnify employees for the expenditures incurred as a direct
6 consequence and/or in the performance of their job duties;

7 vi. Whether Defendants violated sections 226 of the Labor Code and applicable IWC
8 Wage Orders by failing to, among other violations, maintain accurate records of Non-Exempt
9 Employees' earned wages, work periods, meal periods and deductions;

10 vii. Whether Defendants violated section 17200 *et seq.* of the Business and
11 Professions Code through their violation of the above-referenced Labor Code and Civil
12 Code sections and applicable IWC Wage Orders which violation constitutes a violation of
13 fundamental public policy.

14 **C. Typicality**

15 30. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
16 and all members of the Class sustained injuries and damages arising out of and caused by
17 Defendants' common course of conduct in violation of California laws, regulations, and statutes
18 as alleged herein.

19 **D. Adequacy of Representation**

20 31. Plaintiff will fairly and adequately represent and protect the interests of the
21 members of the Class. Counsel who represents Plaintiff is competent and experienced in
22 litigating large employment class actions.

23 **E. Superiority of Class Action**

24 32. A class action is superior to other available means for the fair and efficient
25 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
26 questions of law and fact common to the Class predominate over any questions affecting only
27 individual members of the Class. Each member of the Class has been damaged and is entitled to
28 recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

33. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Minimum and/or Overtime Wages
(Lab. Code §§ 510, 1194 1199)
(Against All Defendants)

34. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

35. As alleged herein, during the statutory liability period, Defendants' policies, practices and work shift requirements resulted in Plaintiff and Non-Exempt Employees working "off the clock" and not receiving compensation for all earned wages including overtime in violation of California state wage and hour laws.

36. As alleged herein, during the statutory liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's correct regular rate of pay.

37. As alleged herein, during the statutory liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees not receiving minimum wages for time spent under Defendants' control and working off the clock without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful.

38. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Second Cause of Action
Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, 512, IWC Wage Orders)
(Against All Defendants)

39. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

40. As alleged herein, by their failure to provide Plaintiff and Non Exempt Employees a second uninterrupted 30 minute meal period by the end of the tenth hour on days in which they worked in excess of 10 hours and not providing compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

41. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff and Class Members.

42. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

43. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Third Cause of Action
Failure to Provide Rest Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, IWC Wage Orders)
(Against All Defendants)

44. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

45. As alleged herein, by their failure to provide a minimum ten (10) minute rest period for every four hours or major fraction thereof worked per day by Non Exempt Employees, and failing to provide compensation for such non-provided rest periods, as alleged above,

1 Defendants willfully violated the provisions of Labor Code section 226.7 and IWC applicable
2 Wage Orders.

3 46. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
4 represent have been deprived of premium wages in amounts to be determined at trial, and are
5 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
6 §226.7.

7 47. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
8 described herein and below.

9 **Fourth Cause of Action**

10 Failure to Reimburse Employee Expenses

11 (Lab. Code § 2802)

12 (Against All Defendants)

13 48. Plaintiff repeats and incorporates herein by reference each and every allegation
14 set forth above, as though fully set forth herein.

15 49. As alleged herein, by their policy and/or practice of not providing adequate
16 reimbursement for expenses incurred by Plaintiff and Non Exempt Employees as a direct
17 consequence of their job duties, Defendants willfully violated the provisions of Lab. Code §
18 2802.

19 50. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
20 represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys'
21 fees, and costs, under Labor Code § 2802.

22 51. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
23 described herein and below.

24 **Fifth Cause of Action**

25 Failure to Timely Pay Wages During Employment

26 (Lab. Code § 204)

27 (Against All Defendants)

28 52. Labor Code section 204 requires that all wages are due and payable twice in each
calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other
sections became due and payable to Plaintiff and Class Members in each month that he or she

1 was not paid all lawful wages owed or provided with lawful meal period or rest period to which
2 he or she was entitled. Defendants violated Lab. Code §204 by failing to pay said wages when
3 they were due and payable.

4 53. Labor Code section 210 (a) provides that “In addition to, and entirely independent
5 and apart from, any other penalty provided in this article, every person who fails to pay the
6 wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
7 205.5, and 1197.5, shall be subject to a penalty as follow:

8 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
9 employee.

10 (2) For each subsequent violation, or any willful or intentional violation, two hundred
11 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
12 withheld.

13 54. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the
14 Class she seeks to represent have been deprived of wages in amounts to be determined at trial,
15 and are entitled to recovery of such amounts, plus interest and penalties.

16 55. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
17 described herein and below.

18 **Sixth Cause of Action**

19 Failure to Timely Pay Wages Due At Termination

20 (Lab. Code §§ 201-203)

(Against All Defendants)

21 56. Plaintiff repeats and incorporates herein by reference each and every allegation
22 set forth above, as though fully set forth herein.

23 57. Sections 201 and 202 of the California Labor Code require Defendants to pay its
24 employees all wages due within 72 hours of termination of employment. Section 203 of the
25 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
26 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
27 full or an action is commenced. The penalty cannot exceed 30 days of wages.

1 58. As alleged herein, affected class members are entitled to compensation for all
2 forms of wages earned, including, overtime compensation, minimum wage, correct sick pay
3 wages and compensation for non provided rest and meal periods but to date have not received
4 such compensation therefore entitling them Labor Code section 203 penalties.

5 59. More than 30 days have passed since Plaintiff and affected Class Members have
6 left Defendants' employ, and on information and belief, have not received payment pursuant to
7 Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned
8 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
9 section 203 for failure to pay legal wages.

10 60. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
11 described herein and below.

12 **Seventh Cause of Action**
13 Knowing and Intentional Failure to Comply With Itemized Employee
14 Wage Statement Provisions
 (Lab. Code § 226(b))
 (Against All Defendants)

15 61. Plaintiff repeats and incorporates herein by reference each and every allegation
16 set forth above, as though fully set forth herein.

17 62. Section 226(a) of the California Labor Code requires Defendants to itemize in
18 wage statements all deductions from payment of wages and to accurately report total hours
19 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
20 Defendants to maintain time records showing, among others, when the employee begins and
21 ends each work period, meal periods, split shift intervals and total daily hours worked in an
22 itemized wage statement, and must show all deductions and reimbursements from payment of
23 wages, and accurately report total hours worked by Plaintiff and the members of the proposed
24 class. On information and belief, Defendants has failed to record all or some of the items
25 delineated in Industrial Wage Orders and Labor Code §226

26 63. As alleged herein, Plaintiff and Class Members have been injured by Defendants'
27 actions by rendering them unaware of the full compensation to which they were entitled under
28 applicable provisions of the California Labor Code and applicable IWC Wage Orders.

1 64. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a
2 maximum of \$4,000.00 each for record-keeping violations.

3 65. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
4 described herein and below.

5 **Eighth Cause of Action**
6 Violation of Unfair Competition Law
7 (Bus. & Prof. Code, §§ 17200-17208)
8 (Against All Defendants)

9 66. Plaintiff repeats and incorporates herein by reference each and every allegation
10 set forth above, as though fully set forth herein.

11 67. Business & Professions Code Section 17200 provides:

12 As used in this chapter, unfair competition shall mean and include any **unlawful,**
13 **unfair** or fraudulent business act or practice and unfair, deceptive, untrue or
14 misleading advertising and any act prohibited by Chapter 1 (commencing with
15 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.)
16 (Emphasis added.)

17 68. Defendants' violations of the Labor Code and Wage Order provisions set forth
18 above constitute unlawful and/or unfair business acts or practices.

19 69. The actions of Defendants, as alleged within this Complaint, constitute false,
20 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
21 Business and Professions Code section 17200, *et seq.*

22 70. Plaintiff and Class Members have been personally aggrieved by Defendants'
23 unlawful and unfair business acts and practices alleged herein.

24 71. As a direct and proximate result of the unfair business practices of Defendants,
25 and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is
26 entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and
27 members of the Plaintiffs Class as a result of the business acts and practices described herein

28 72. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
described herein and below.

1 **VII.**

2 **PRAYER**

3 WHEREFORE, Plaintiff prays for judgment as follows:

- 4 1. That the Court determine that this action may be maintained as a class action;
- 5 2. For compensatory damages in an amount according to proof with interest thereon;
- 6 3. For economic and/or special damages in an amount according to proof with interest
- 7 thereon;
- 8 4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
- 9 5. For premium pay and penalties pursuant to Labor Code §§203, 204;
- 10 6. For attorneys' fees, interests and costs of suit under Labor Code §§ 218.5, 1194; and
- 11 7. For such other and further relief as the Court deems just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands trial of claims by jury to the extent authorized by law.

14

15 **Dated: February 2, 2023**

JAMES HAWKINS, APLC

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17 _____
18 James Hawkins, Esq.
19 Isandra Y. Fernandez, Esq.
20 Kacey E. Cook, Esq.
21 Attorneys for Plaintiff
22 DAWN COPELAND
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