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Attorneys for Plaintiff Eva Lopez, on behalf of herself, all others similarly situated, the general public, and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS**

EVA LOPEZ, on behalf of herself and all
“aggrieved employees” pursuant to Labor Code
§ 2698 *et seq.*,

Plaintiff,

v.

QUALITY BUILT, LLC, a Delaware limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 23CU0207

Assigned to the Hon. Randy Edwards, Dept. 2

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PAY ALL MINIMUM
AND OVERTIME WAGES DUE (LABOR
CODE §§ 510, 1194, AND 1194.2)**

**2. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 4-2001)**

**3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7 AND
512; IWC WAGE ORDER 4-2001)**

**4. FAILURE TO REIMBURSE ALL
BUSINESS-RELATED EXPENSES
(LABOR CODE § 2802)**

**5. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**

**6. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF**

FILED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KINGS
09/25/2023
NOCONA SOBOLESKI, CLERK OF THE COURT
SANDRA ACEVEDO, DEPUTY


EMPLOYMENT (LABOR CODE §§ 201-203)

7. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200

8. PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, AND 2802, AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

DEMAND FOR JURY TRIAL

Complaint Filed: June 5, 2023

Plaintiff EVA LOPEZ (“Plaintiff”), individually and on behalf of all similarly situated individuals (the “Class” or “Plaintiff Class”), on behalf of the general public, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of QUALITY BUILT, LLC, a Delaware limited liability company and any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”) as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other non-exempt employees who work or formerly worked for Defendants within the State of California.

2. From four (4) years prior to the filing of this action and continuing to the present (the “liability period”) Defendants have had a consistent policy of failing to pay all minimum and overtime wages due to Class Members (as defined below), provide legally compliant meal and rest periods or compensation in lieu thereof to Class Members; reimburse all business-related expenses due to Class Members; provide accurately itemized wage statements to Class Members; and to timely pay wages upon separation of employment to Class Members.

3. Plaintiff, on behalf of herself and Class Members, brings this action pursuant to Labor Code §§ 201 – 203, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1194, and 2802, seeking compensation

1 for all unpaid wages, premium meal and rest period wages, unpaid business-related expenses, civil
2 and statutory penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

3 4. Plaintiff, on behalf of herself and Class Members, and pursuant to Business &
4 Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all
5 benefits Defendants enjoyed from their failure to pay all wages and expense reimbursement due to
6 Class Members.

7 5. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code
8 §§ 2698 *et seq.*, seeks penalties and wages for Defendants' various violations of the California Labor
9 Code.

10 6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
11 because Defendants employed Plaintiff and Class Members in Kings County, California.

12 II.

13 PARTIES

14 A. Plaintiff

15 7. Plaintiff EVA LOPEZ was employed by Defendants from October 2022 through
16 January 2023 as a non-exempt employee in Kings County, California.

17 8. During her work with Defendants, Plaintiff was:

- 18 a. Willfully denied the payment of all minimum and overtime wages due during
19 the course of employment;
- 20 b. Willfully denied rest periods or compensation in lieu thereof;
- 21 c. Willfully denied meal periods or compensation in lieu thereof;
- 22 d. Willfully denied reimbursement of all business-related expenses;
- 23 e. Willfully denied accurately itemized wage statements; and
- 24 f. Willfully denied the timely payment of wages upon separation of her
25 employment.

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1 **B. Defendants**

2 9. Defendant QUALITY BUILT, LLC is a Delaware limited liability company that
3 employed Plaintiff and Class Members throughout the State of California, including Kings County,
4 California.

5 10. The true names and capacities, whether individual, corporate, associate, or otherwise,
6 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
7 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
8 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
9 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
10 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
11 designated hereinafter as DOES when such identities become known.

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

16 12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
17 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
18 provisions of the California Labor Code as alleged herein.

19 **III.**

20 **CLASS ACTION ALLEGATIONS**

21 13. Plaintiff brings this action on behalf of herself, and all others similarly situated as a
22 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the
23 following class composed of and defined as follows:

24 **THE CLASS**

25 All non-exempt employees who currently work or formerly worked for
26 Defendants in the State of California during the period four (4) years
27 prior to the filing of this Action and continuing to the present, plus any
28 additional time tolled by the California State Judicial Council pursuant

1 to Emergency Rule 9 in response to the COVID-19 pandemic and
2 continuing through the present.

3 14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
4 modify this class description with greater specificity or further division into subclasses or limitation
5 to particular issues.

6 15. This action has been brought and may properly be maintained as a class action under
7 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
8 interest in the litigation and the proposed Class is easily ascertainable.

9 **A. Numerosity**

10 16. The potential members of the Class as defined are so numerous that joinder of all Class
11 Members is impracticable. While the precise number of members of the Class has not been
12 ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 currently employ, and during the relevant time periods employed, over 75 persons in the State of
14 California who fall within the Class definition.

15 17. Accounting for employee turnover during the relevant period necessarily increases this
16 number. Plaintiff alleges Defendants' employment records would provide information as to the
17 number and location of members of the Class. Joinder of members of the Class is not practicable.

18 **B. Commonality**

19 18. There are questions of law and fact common to the Class that predominate over any
20 questions affecting only individual Class Members. These common questions of law and fact include,
21 without limitation:

- 22 a. Whether Plaintiff and Class Members were denied the payment of all minimum
23 and overtime wages due, in violation of Labor Code §§510, 1194, and 1194.2;
- 24 b. Whether Defendants failed to properly provide rest periods or compensation in
25 lieu thereof to Plaintiff and Class Members, in violation of Labor Code § 226.7
26 and IWC Wage Order 4-2001;

- 1 c. Whether Defendants failed to properly provide meal periods or compensation
2 in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§
3 226.7 and 512 and IWC Wage Order 4-2001;
- 4 d. Whether Defendants failed to reimburse all business-related expenses to
5 Plaintiff and Class Members, in violation of Labor Code § 2802;
- 6 e. Whether Defendants failed to provide Plaintiff and members of the Class with
7 accurately itemized wage statements, in accordance with Labor Code § 226(a)
8 and (e);
- 9 f. Whether Defendants failed to timely pay Plaintiff and Class Members all
10 wages due and owing at the separation of their employment, in violation of
11 Labor Code §§ 201-203; and
- 12 g. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
13 to Business & Professions Code § 17200 *et seq.*

14 **C. Typicality**

15 19. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff
16 and Class Members sustained injuries and damages arising out of and caused by Defendants' common
17 course of conduct in violation of laws, regulations that have the force and effect of law, and statutes
18 as alleged herein.

19 **D. Adequacy of Representation**

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

23 **E. Superiority of Class Action**

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

22. 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.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES DUE

(LABOR CODE §§ 510, 1194, AND 1194.2)

23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set forth herein.

24. During the liability period, Defendants failed to pay Plaintiff and Class Members all minimum and overtime wages due, in violation Labor Code §§ 510, 1194, and 1194.2. Plaintiff and Class Members worked off-the-clock, without compensation: they were not paid for time spent training or for travel time when they were unable to retrieve data from a jobsite. These failures to pay all minimum and overtime wages due constitute violations of Labor Code §§ 510, 1194, and 1194.2.

25. As a result of the unlawful acts of Defendants in willfully failing to pay all minimum and overtime wages due, Plaintiff and Class Members have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interests thereon, attorneys' fees, costs pursuant to Labor Code § 1194, and liquidated damages pursuant to Labor Code § 1194.2.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7 AND IWC WAGE ORDER 4-2001)

26. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set forth herein.

27. Plaintiff and Class Members are entitled to one hour of pay at the regular rate for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 4-2001.

28. Defendants failed to pay proper premium wages to Plaintiff and Class Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 4-2001. Plaintiff and Class Members were routinely not authorized and unable to take an off-duty, 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Plaintiff and Class Members were denied and not authorized to take their legally entitled rest periods and were not paid premium wages at the proper rate of pay for missed rest periods and rest periods taken on-duty and subject to Defendants' control. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

29. Pursuant to Labor Code § 226.7 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all rest period compensation which she and Class Members are owed for no fewer than four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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1 VI.

2 THIRD CAUSE OF ACTION

3 PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

4 FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

5 (LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 4-2001)

6 30. Plaintiff incorporates paragraphs 1 through 29 of this Complaint as though fully set
7 forth herein.

8 31. Plaintiff and Class Members are entitled to one hour of pay at the regular rate for each
9 day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code
10 §§ 226.7, 512 and IWC Wage Order 4-2001.

11 32. Defendants failed to pay proper premium wages to Plaintiff and Class Members who
12 were denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 4-
13 2001. Plaintiff and Class Members were routinely denied, and not authorized to take, an
14 uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, and
15 a second meal period when they worked shifts greater than ten hours, but were not paid premium
16 wages of one hour's pay for each missed meal period. Plaintiff and Class Members were frequently
17 denied the ability to take a meal period altogether and were never paid any meal period premium
18 wages. This violates Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001.

19 33. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001, Plaintiff seek
20 the payment of all meal period compensation which she and Class Members are owed for no fewer
21 than four years preceding the filing of this Action, according to proof.

22 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES

(LABOR CODE § 2802)

34. Plaintiff incorporates paragraphs 1 through 33 of this Complaint as though fully set forth herein.

35. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse Plaintiff and Class Members for all out-of-pocket expenses incurred by them in the performance of their job duties, in violation of Labor Code § 2802, including, but not limited to, expenses incurred to operate their personal automobiles, such as gas, maintenance, and insurance. Labor Code § 2802 requires that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendants' failure to do so has violated Labor Code § 2802.

36. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at the time of trial.

37. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VIII.

FIFTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

38. Plaintiff incorporates paragraphs 1 through 37 of this Complaint as though fully set forth herein.

1 39. Section 226(a) of the California Labor Code requires Defendants to provide wage
2 statements to employees. In those wage statements, Defendants must provide an accurate itemized
3 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)
4 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
5 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
6 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
7 for which the employee is paid, (7) the name of the employee and only the last four digits of his or
8 her social security number or an employee identification number other than a social security number,
9 (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates
10 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
11 the employee. Defendants have knowingly and intentionally failed to comply with Labor Code §
12 226(a).

13 40. Defendants failed to issue Plaintiff and members of the Class wage statements that
14 fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and Class
15 Members were not paid all wages due, as stated above. As such, the wage statements provided by
16 Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1),
17 total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor
18 Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding
19 number of hours worked, in violation of Labor Code § 226(a)(9).

20 41. As a consequence of Defendants' willful conduct in failing to provide Class Members
21 with accurate itemized wage statements, Plaintiff and Class Members have been injured because they
22 have not been paid all wages due and were issued wage statements which do not reflect, and fail to
23 state, all information required by Labor Code § 226(a). The missing information cannot be discerned
24 at all from the face of the wage statements themselves. As a result, Plaintiff and Class Members are
25 entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or
26 \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in
27 a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled
28 to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

IX.

SIXTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PAY WAGES DUE AT

SEPARATION OF EMPLOYMENT

(LABOR CODE §§ 201-203)

42. Plaintiff incorporates paragraphs 1 through 41 of this Complaint as though fully set forth herein.

43. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

44. Defendants paid Plaintiff and Class Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members were not paid all wages due and owing throughout the course of their employment, as detailed above. Consequently, at the time of their separation from employment with Defendants, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

45. More than 30 days have passed since Plaintiff and Class Members have left Defendants' employ.

46. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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1 X.

2 SEVENTH CAUSE OF ACTION

3 PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

4 UNFAIR COMPETITION PURSUANT TO

5 BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

6 47. Plaintiff incorporates paragraphs 1 through 46 of this Complaint as though fully set
7 forth herein.

8 48. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
9 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
10 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
11 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
12 and members of the Class. Plaintiff seeks to enforce important rights affecting the public interest
13 within the meaning of Code of Civil Procedure § 1021.5.

14 49. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
15 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
16 appropriate equitable relief.

17 50. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
18 practices.

19 51. Wage and hour laws express fundamental public policies. Properly providing
20 employees with all wages and expense reimbursement due are fundamental public policies of this
21 State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to
22 enforce vigorously minimum labor standards, to ensure that employees are not required or permitted
23 to work under substandard and unlawful conditions, and to protect law-abiding employers and its
24 employees from competitors who lower their costs by failing to comply with minimum labor
25 standards.

26 52. Defendants have violated statutes and public policies. Through the conduct alleged
27 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
28 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair

1 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
2 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
3 guaranteed to all employees under law.

4 53. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
5 §17200 *et seq.* of the Business & Professions Code.

6 54. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
7 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
8 17200 *et seq.* of the Business & Professions Code.

9 55. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
10 similarly situated have been damaged in a sum as may be proven.

11 56. Unless restrained by this Court, Defendants will continue to engage in the unlawful
12 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
13 should make such orders or judgments, including the appointment of a receiver, as may be necessary
14 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
15 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
16 to, disgorgement of profits which may be necessary to restore Plaintiff and members of the class to
17 the money Defendants have unlawfully failed to pay.

18 **XI.**

19 **EIGHTH CAUSE OF ACTION**

20 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**

21 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF** 22 **LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, AND 2802 AND PURSUANT** 23 **TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

24 57. Plaintiff incorporates paragraphs 1 through 56 of this Complaint as though fully set
25 forth herein.

26 58. As a result of the acts alleged above, including the Labor Code violations set forth
27 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* In addition, Defendants failed
28 to provide Plaintiff and Aggrieved Employees with wage statements or a separate document at the

time of the payment of wages that set forth all accrued sick leave, nor are they provided sick leave, in violation of Labor Code § 246

59. For each such violation, Plaintiff and Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, and 2802; and
- b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 226.3 and 558.

60. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

61. On March 28, 2023, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of March 28, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages and liquidated damages pursuant to Labor Code §§ 1194 and 1194.2, respectively, in the amount of all unpaid wages due to Plaintiff and Class Members;
2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;
3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
4. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;

5. An award of prejudgment and post-judgment interest;

6. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;

7. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and Aggrieved Employees;

8. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), 2802, and other applicable law;

9. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), 2802, and other applicable law; and

10. Such other and further relief as this Court may deem just and proper.

Dated: September 25, 2023

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Daniel F. Gaines
DANIEL F. GAINES
EVAN S. GAINES
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: September 25, 2023

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Daniel F. Gaines
DANIEL F. GAINES
EVAN S. GAINES
Attorney for Plaintiff

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_____ (For messenger) my business address is:

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____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email on the counsel of record listed above.

I certify that the above document was printed on recycled paper.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on September 25, 2023, at Westlake Village, California.

Katherine Soriano
Katherine Soriano