

Electronically FILED by Superior Court of California, County of Los Angeles on 03/30/2023 11:58 AM David W. Slayton, Executive Officer/Clerk of Court, by D. Jackson Aubrey, Deputy Clerk

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 KIMBERLY PEREZ,
 and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

KIMBERLY PEREZ, an individual, on behalf
 of herself and all others similarly situated,

Plaintiff,

vs.

TORRANCE MEMORIAL MEDICAL
 CENTER, a California nonprofit corporation,
 and DOES 1-50, inclusive,

Defendant.

Case No.: **23STCV06999**

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay For All Hours Worked, Including Overtime Hours Worked**
- 2. Failure to Provide First, Second and Third Rest Breaks**
- 3. Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks**
- 4. Failure to Pay Wages Due Upon Termination**
- 5. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements**
- 6. Unlawful Business Practices Bus & Prof. Code §17200**

JURY TRIAL DEMANDED

1 Plaintiff KIMBERLY PEREZ, individually, and on behalf of all others similarly situated
2 (collectively “Plaintiffs”), alleges as follows:

3 **NATURE OF THE ACTION**

4 1. This is an employment class action on behalf of over 100 hourly, non-exempt employees
5 against their employer for violations of numerous wage and hour laws. Plaintiff brings this
6 employment class action complaint on behalf of herself, and all others similarly situated against
7 TORRANCE MEMORIAL MEDICAL CENTER, DOES 1-50, inclusive, (hereafter collectively
8 “Defendant” or “Defendants”).

9 2. Defendant TORRANCE MEMORIAL MEDICAL CENTER is a hospital in California.
10 Plaintiff KIMBERLY PEREZ works for Defendant as an hourly, non-exempt employee. Plaintiff
11 was hired to work as a Monitor Technician / Unit Secretary in September of 2013. Plaintiff and
12 the proposed class earn at or near minimum wage.

13 3. As described further below, Defendant has violated the California Labor Code by (1)
14 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 210,
15 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198); (2) failing to provide first,
16 second and third rest breaks (§226, 226.7, 512, 558, 1198); (3) failing to provide uninterrupted
17 meal breaks and second meal breaks (§226, 226.7, 512, 558, 1198); (4) failing to pay wages due
18 upon termination (§201, 202, 203, 256); (5) failing to provide accurate itemized wage statements
19 (§226, 1174, 1174.5) and; (6) unlawful and unfair business practices (Bus. & Prof. Code §17200,
20 et. seq.).

21 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
22 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
23 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
24 reasonable attorneys’ fees and costs. Pursuant to the class action procedures provided for under
25 California law, Plaintiff, on behalf of herself and proposed Class Members (also referred to as
26 “Class”), also seeks injunctive relief and restitution of all benefits Defendant has received from
27 their unlawful actions as alleged herein.
28

5. The “Class Period” is designated as the four-year period prior to the filing of this Complaint through the date of the final disposition of this action. From the start of the Class Period through the present, Defendant has had a policy and/or practice of among other violations: late and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage statements, and ignoring and violating California wage and hour laws, in their business as more fully set forth below.

6. Defendant has treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the Class Members all wages owed, including overtime wages and meal and rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and Class Members for the delay in receiving wages due.

7. Defendant, by and through their actions, have engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

THE PARTIES

8. Plaintiff KIMBERLY PEREZ is an individual who resides in California and works for Defendant.

9. Defendant TORRANCE MEMORIAL MEDICAL CENTER is a California non-profit, doing business in California with the capacity to sue and to be sued and doing business, in Los Angeles County, State of California. Defendant exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

10. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and that the damages

1 sustained by Plaintiff and the Class Members herein alleged were proximately caused by such Doe
2 Defendants.

3 11. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
4 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
5 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
6 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
7 agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects
8 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendant.

9 JURISDICTION AND VENUE

10 12. Venue is proper in this judicial district because Defendant conducts business in this
11 County and Defendant has legal obligations to Plaintiff and many of the Class Members in this
12 case that arose in this county.

13 13. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
14 the minimal jurisdictional limits of the Superior Court and will be established according to proof
15 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
16 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
17 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

18 14. The California Superior Court has jurisdiction in this matter because Plaintiff is a
19 resident of California and Defendant is incorporated in and/or qualified to do business in California
20 and regularly conduct business in California. Further, there is no federal question at issue as the
21 claims herein are based solely on California law.

22 GENERAL ALLEGATIONS

23 15. During the Class Period, Defendant committed various violations of the California
24 Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail.
25 Defendant enforces multiple policies that violate state law which are intended to increase its own
26 profits to the detriment of its employees.

27 16. Plaintiff and the putative class are hourly, nonexempt employees of Defendant working
28 in or for their hospital.

1 17. Defendant failed to compensate employees for overtime hours worked. Plaintiff and
2 class members were required to work off the clock, as employees were required to provide patient
3 care and perform other work duties, including charting, while off the clock. Plaintiff and class
4 members also were frequently not given uninterrupted meal breaks.

5 18. Defendant failed to maintain a policy and practice that provides its employees with
6 uninterrupted meal breaks and second meal breaks as required by California law.

7 19. Defendant failed to maintain a policy and practice that provides its employees with off-
8 duty rest periods as required by California law.

9 20. Defendant failed to pay employees who are no longer employed by it all compensation
10 due upon termination of employment.

11 21. Defendant further failed to provide timely, accurate, itemized wage statements to
12 employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

13 22. Based upon the above allegations, Defendant engaged in unfair competition.

14 **CALIFORNIA CLASS ACTION ALLEGATIONS**

15 23. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
16 to recover from Defendant for failure to comply with California wage and hour laws, and for claims
17 under Business and Professions Code § 17200.

18 24. This action has been brought and may properly be maintained as a class action
19 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
20 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 100
21 employees who have been similarly injured by Defendant's unlawful employment policies and
22 practices.

23 25. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
24 four years prior to the date of filing this Complaint.

25 26. Plaintiff brings this action on their behalf and as a class action under Cal. Code of
26 Civil Procedure §382 on behalf of the following defined groups:
27
28

1 27. Proposed Class: “All persons who are employed or have been employed by Defendant
2 in the State of California as hourly, non-exempt workers during the period of the relevant statute
3 of limitations.”

4 28. Proposed Sub-classes:

- 5 A. All persons who are employed or have been employed by Defendant in the State
6 of California as hourly, non-exempt workers during the period of the relevant
7 statute of limitations, who worked one or more shift in excess of five (5) hours.
- 8 B. All persons who are employed or have been employed by Defendant in the State
9 of California as hourly, non-exempt workers during the period of the relevant
10 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 11 C. All persons who are employed or have been employed by Defendant in the State
12 of California as hourly, non-exempt workers during the period of the relevant
13 statute of limitations, who worked one or more shifts in excess of eight (8)
14 hours.
- 15 D. All persons who are employed or have been employed by Defendant in the State
16 of California as hourly, non-exempt workers during the period of the relevant
17 statute of limitations, who worked one or more shifts in excess of three and one-
18 half hours (3 ½), but less than or equal to six (6) hours.
- 19 E. All persons who are employed or have been employed by Defendant in the State
20 of California as hourly, non-exempt workers during the period of the relevant
21 statute of limitations, who worked one or more shifts in excess of six (6) hours,
22 but less than or equal to ten (10) hours.
- 23 F. All persons who are employed or have been employed by Defendant in the State
24 of California as hourly, non-exempt workers during the period of the relevant
25 statute of limitations, who separated their employment from Defendant.
- 26 G. All persons who are employed or have been employed by Defendant in the State
27 of California as hourly, non-exempt workers during the period of the relevant
28 statute of limitations, who received pay for one or more pay periods.

1 29. This action is brought, and may properly be maintained, as a class action under CCP
2 §382 because there is a well-defined community of interest in the litigation, and the proposed Class
3 and Subclasses (collectively “Class”) are easily ascertainable.

4 30. Numerosity: The Proposed Class is so numerous that joinder of all members is
5 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
6 time period, Defendant employed over 100 putative Class Members who are geographically
7 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
8 available method for the fair and efficient adjudication of this controversy. Membership in the
9 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
10 records, among other records within Defendant’s possession and control.

11 31. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
12 like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices,
13 and procedures described above. The Plaintiff’s position at the company was typical of those of
14 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because
15 each have sustained damages arising out of and caused by Defendant’s common course of conduct,
16 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
17 Class.

18 32. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
19 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
20 California labor and employment litigation.

21 33. Commonality: Common questions of law and fact exist, including but not limited to
22 the following:

- 23 i. Whether Defendant violated wage and hour laws by failing to pay for all hours
24 worked, including overtime hours worked;
- 25 ii. Whether Defendant violated wage and hour laws by failing to provide rest
26 breaks;
- 27 iii. Whether Defendant’s policy and practice concerning rest breaks was
28 unlawful;

- iv. Whether Defendant violated wage and hour laws by failing to provide uninterrupted meal breaks;
- v. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- vi. Whether Defendant violated wage and hour laws by failing to pay minimum wage;
- vii. Whether Defendant violated wage and hour laws by failing to pay wages due upon termination;
- viii. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- ix. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- x. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xi. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xii. Whether Defendant's conduct was willful and reckless;
- xiii. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xiv. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

34. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief.

Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

35. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

36. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED INCLUDING OVERTIME HOURS WORKED

Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194,

1197, 1197.1, 1198, Wage Order

(All Plaintiffs Against Defendant)

37. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

1 38. Defendant's conduct described in this complaint violates the provisions of Labor Code
2 §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198
3 and the pertinent Wage Orders.

4 39. Section 2(K) of Wage Orders 4 and 5 define "hours worked" as "the time during which
5 an employee is subject to the control of an including all the time the employee is suffered or
6 permitted to work, whether or not required to do so." Defendant has been engaged in many
7 unlawful employment practices which resulted in underpayment for hours worked each pay period.

8 40. Plaintiff and class members frequently worked off the clock and were routinely
9 subjected to periods wherein they were under the Defendant's control but not compensated for
10 their time. Aggrieved hourly employees have been required to provide patient care and perform
11 other work duties, including charting, while off the clock. Plaintiff recalls up to 70% of her unpaid
12 meal periods being interrupted with work as she was required to keep her company issued mobile
13 device on her at all times and respond to calls and text messages. This practice was also imposed
14 upon other hourly class members.

15 41. Defendant's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197
16 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,
17 226, 558, 1194 and 1194.2, Plaintiff and other Aggrieved Employees are entitled to recover
18 damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys'
19 fees, expenses, and costs of suit.

20 42. Failure to Include Bonus Pay in Regular Rate of Pay for Calculating Overtime.
21 Pursuant to Labor Code §200(a) "'Wages' includes all amounts for labor performed by employees
22 of every description, whether the amount is fixed or ascertained by the standard of time, task,
23 piece, commission basis, or other method of calculation." Defendant fails to include
24 nondiscretionary bonuses into the regular rate of pay for purposes of calculating overtime.

25 43. It is well established that non-discretionary bonuses retroactively increase the
26 employee's "regular rate" of pay for purposes of calculating overtime. (Labor Code §207) The
27 "regular rate" is calculated by dividing the hours worked in a week by all the compensation earned
28 for that week. When an employee is later paid a bonus that is partly due to work performed in that

1 week, this additional pay must be added into the total compensation for the week, increasing the
2 employee's regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807.).

3 44. Plaintiff and class members would be paid nondiscretionary bonuses for picking up
4 additional shifts during the various busy periods the facility experienced due to Covid-19, yet those
5 bonuses were not included in the regular rate for purposes of calculating overtime and double-time
6 rates.

7 45. Defendant has failed to properly calculate and pay overtime compensation, making no
8 adjustment to overtime rates reflected in any of Plaintiff or class members' paystubs. Plaintiff and
9 other employees have been denied "the unpaid balance of the full amount of this... overtime
10 compensation" as required by Cal. Labor Code. §1194. Additionally, Defendant has violated Cal.
11 Labor Code §218 and §510 and applicable Industrial Welfare Commission Wage Orders at
12 sections (3)(A)(1) for failure to pay overtime, as well as §1198 which makes it a violation of the
13 labor code to fail to comply with a wage order.

14 46. Failure to Pay Wages- Required Minimum Wage. Pursuant to Labor Code §§ 1194,
15 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work
16 without paying wages at the proper minimum wage for all time worked as required by the
17 Applicable Wage Orders. Pursuant to the Applicable Wage Orders "hours worked" include "the
18 time during which an employee is subject to the control of an employer, and includes all the time
19 the employee is suffered or permitted to work, whether or not required to do so."

20 47. During the applicable recovery period, Aggrieved Employees were suffered, permitted,
21 and required to perform work by Defendant for which they received no pay. The aforementioned
22 acts by Defendant were undertaken with the intention of depriving Aggrieved Employees of their
23 earned wages.

24 48. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
25 Plaintiff and class members all wages earned twice during each calendar month pursuant to Labor
26 Code §204(a). Defendant failed to pay all wages earned to employees as a result of the unlawful
27 employment policies and practices discussed herein. As a result of these practices, Plaintiff and
28 class members were underpaid for hours worked, including overtime and penalty wages, and this

underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendant is liable under Labor Code §210 for failure to pay wages as required by law.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE FIRST, SECOND & THIRD REST BREAKS

Cal. Lab. Code §§226, 226.7, 512, 558, 1198

(Plaintiff Against Defendant)

49. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

50. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 226, 226.7, 512, 558, 1198.

51. Defendant has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Plaintiff reports that she and her coworkers were frequently not provided with rest periods and she rarely received one while working for Defendant. For example, when Plaintiff and her coworkers were assigned to work a 12.5 hour shift (Plaintiff's usual shift was 7 am – 7:30 pm), class members would only be allotted two breaks. Unfortunately, employees are often actively engaged in patient care and Defendant failed to provide any relief workers, resulting in frequent missed rest breaks. When breaks were received, Plaintiff would frequently be interrupted with text messages and calls regarding patient care. She was provided with a company mobile phone and was required to keep it on at all times, even during meal and rest periods.

52. Rest periods were often either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting

1 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
2 break policy.

3 53. Defendant did not authorize or permit all of its hourly employees to take at least a ten
4 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
5 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When
6 breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant
7 violated the Wage Order, Defendant is liable under Labor Code §1198.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PROVIDE TIMELY MEAL BREAKS & SECOND MEAL BREAKS**

10 Cal. Labor Code §§226, 226.7, 512, 558, 1198, Wage Order

11 (All Plaintiffs Against Defendant)

12 54. Plaintiff incorporates by reference in this cause of action each allegation of the
13 preceding paragraphs as though fully set forth herein.

14 55. Defendant's conduct described in this complaint violates the provisions of Labor Code
15 §§ 226, 226.7, 512, 558, 1198.

16 56. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
17 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
18 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not
19 employ an employee for a work period of more than five hours per day without providing the
20 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
21 employer shall require an employee to work during any meal... period mandated by an applicable
22 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
23 pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the
24 meal period shall be considered an 'on duty' meal period and counted as time worked." Labor
25 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

26 57. Plaintiff and class members often received late, short, and interrupted first and second
27 meal periods. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
28 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;

1 (2) did not adequately inform and train employees about their rights to meal periods and premium
2 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
3 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
4 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
5 periods; and/or (5) because management at various levels, affecting all hourly, non-exempt
6 employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Plaintiff
7 and class members were not paid a premium payment, paid as an hour's wage when meal periods
8 were not given to them in compliance with California law.

9 58. Meal breaks were often missed, late, and interrupted. When meal breaks were provided,
10 they were noncompliant because employees were required to keep their company issued mobile
11 phone on at all times and respond to all calls and texts that would frequently interrupt breaks.
12 Plaintiff recalls as many as 70% of her meal breaks interrupted with patient care questions while
13 off the clock. Plaintiff and class members would sometimes be called back to work early from
14 their meal period due to the press of work.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

17 Cal. Labor Code §§ 201, 202, 203, 256

18 **(All Plaintiffs Against Defendant)**

19 59. Plaintiff incorporates by reference in this cause of action each allegation of the
20 preceding paragraphs as though fully set forth herein.

21 60. Defendant's conduct described in this complaint violates the provisions of Labor Code
22 §§ 201, 202, 203, 256.

23 61. An employee who is discharged must be paid all of his or her wages immediately at
24 the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant
25 knowingly and willfully failed to pay all compensation due and owing to class members at the
26 time employment terminated. Defendant willfully failed to pay employees who are no longer
27 employed by it all compensation due upon termination of employment as required by Cal. Lab.
28

Code §§201 and 202. Separated class members are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203.

FIFTH CAUSE OF ACTION

**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS AND
MAINTAIN ACCURATE RECORDS**

Cal. Labor Code §§ 226, 1174, 1174.5

(All Plaintiffs Against Defendant)

62. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

63. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 226, 1174, 1174.5.

64. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and class members, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked, and overtime pay, and pay for meal and rest period penalty wages.

65. Such failures caused injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to itemize the gross wages earned, net wages earned, and total hours worked.

66. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and class members to sign employment related contracts and documents that contained unlawful terms of employment.

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SIXTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES IN VIOLATION OF
California Business and Professions Code section 17200, et seq.
(All Plaintiffs Against Defendant)

67. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

68. Defendant knowingly committed, and upon information and belief continue to commit, ongoing unlawful business practices within the meaning of the UCL, including, but not limited to unlawful practices as described in the causes of action articulated above, and hereby incorporated herein.

69. Plaintiff lost money and property as a result of Defendant's unlawful business practices described above.

70. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of money or property acquired by Defendant by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

71. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining Defendant from engaging in the unlawful business practices described above, Plaintiff and the general public will be irreparably injured.

72. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined by this Court, will continue to engage in the unlawful business practices described above in violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general public.

73. Plaintiff's success in this action will result in the enforcement of important rights affecting the public interest by conferring a significant benefit upon the general public.

74. Defendant's numerous violations of local and California law, as well as the other statutory and regulatory violations alleged herein, constitute unlawful business actions and practices in violation of Business and Professions Code § 17200, et seq.

75. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged herein, that were withheld and retained by Defendant during a period that commences four years prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring Defendant to comply with all provisions of California labor law, including properly paying the lawful rate of pay for all hours worked, providing rest periods to all workers as defined herein, timely paying due wages upon termination, maintaining accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, request judgment and the following specific relief against Defendant as follows:

- A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
- B. Provision of class notice to all members of the Class;
- C. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and relevant subclass Members;
- D. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- E. For compensation for not being paid overtime
- F. For compensation for not being provided proper rest breaks;
- G. For compensation for not being provided proper meal breaks;
- H. For compensation for not being provided wages due upon termination;
- I. For compensation for not being paid penalty wages;
- J. That Defendant's actions are found to be willful and/or in bad faith to the extent necessary under §§ 201, 202, 203, and 558 of the California Labor Code for

willful failure to pay all compensation owed at the time of separation to Plaintiff and Class Members no longer employed by Defendant;

K. That Plaintiff and Class Members receive penalties for Defendant's violation of §226 and 1174 of the California Labor Code for willful failure to provide and maintain the required accurate and itemized wage statements;

L. That Plaintiff and Class Members receive an award in the amount of unpaid wages owed, including interest thereon, and penalties as provided in the Labor Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and 558, subject to proof at trial;

M. That Plaintiff and Class Members receive damages pursuant to §§248.5 in addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 218.5 and CCP 1021.5;

N. That Defendant be ordered to pay restitution to Plaintiff and Class Members for amounts acquired through Defendant's unlawful activities pursuant to Business and Professions Code §§ 17200-05 and enjoined to cease and desist from unlawful and unfair activities in violation of California Business and Professions Code § 17200 et. seq.;

O. That Plaintiff and Class Members receive an award of reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

P. That the Court issue declaratory relief that Defendant's challenged policies are unlawful; and

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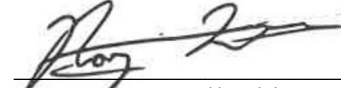
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1 Q. That the Court order further relief, in law and equity, as it deems appropriate
2 and just.
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4 DATED: March 30, 2023

KOUL LAW FIRM

5 

6 BY: Nazo Koulloukian, Esq.
7 Attorneys for Plaintiff KIMBERLY PEREZ
8 and putative class members
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10
11 ***DEMAND FOR JURY TRIAL***

12 Plaintiff, on behalf of herself and the putative class, hereby demands trial by jury to the full
13 extent permitted by law.
14

15 DATED: March 30, 2023

KOUL LAW FIRM

16 

17 BY: Nazo Koulloukian, Esq.
18 Attorneys for Plaintiff KIMBERLY PEREZ
19 and putative class members
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