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9 Attorneys for Plaintiff ROSA MARTINEZ

FILED
 Superior Court of California
 County of Los Angeles

05/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: K. Martinez Deputy

10 **SUPERIOR COURT OF CALIFORNIA**
 11 **COUNTY OF LOS ANGELES**

12 ROSA MARTINEZ, an individual, on behalf of
 13 herself and others similarly situated,

14 Plaintiff,

15 vs.

16 CALIFORNIA FRIENDS HOMES; and DOES
 1 through 50, inclusive,

17 Defendants.

Case No. 23STCV05820

Assigned for All Purposes to:
 Kenneth R. Freeman, Dept. 14

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation;
3. Failure to Permit Rest Periods or Provide Compensation;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violation of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act of 2004

Action Filed: March 15, 2023
 Trial Date: None Set

DEMAND FOR JURY TRIAL

1 Plaintiff ROSA MARTINEZ (“Plaintiff”), individually, and on behalf of all others similarly
2 situated, brings this First Amended Class and Representative Action Complaint (“Complaint”) against
3 Defendants CALIFORNIA FRIENDS HOMES and DOES 1 through 50, inclusive (collectively,
4 “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this putative class action pursuant to Code of Civil Procedure section
7 382 against Defendants, on behalf of herself individually and as a putative class on behalf of California
8 citizens who are and were employed by Defendants as non-exempt employees throughout California
9 during the Class Period (collectively the “Class” or “Class Members”). The term Class Period is
10 defined as four (4) years prior to the filing of this action to the date of class certification.

11 2. Plaintiff also brings this representative action pursuant to the Private Attorneys General
12 Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”) against Defendants, on behalf of herself
13 individually and other aggrieved employees who are and were employed by Defendants as non-exempt
14 employees throughout California during the PAGA Period. The term PAGA Period is defined as one
15 (1) year prior to Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development
16 Agency (LWDA) and Defendants until judgment.

17 3. Plaintiff is informed and believes, and thereon alleges, that Defendants own and operate
18 a senior living community in California, and provide in-home care services to patients in Southern
19 California, including Los Angeles County.

20 4. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
21 violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage
22 Orders, and California Business and Professions Code that have damaged Plaintiff and Class
23 Members, and contribute to Defendants’ deliberate unfair competition.

24 5. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
25 and continue to violate state wage and hour laws by, among other things:

- 26 (a) failing to pay all wages (including minimum, regular, overtime, and double time
27 wages);
- 28 (b) failing to provide lawful meal periods or compensation in lieu thereof;

- 1 (c) failing to authorize or permit rest breaks or provide compensation in lieu thereof;
2 (d) failing to provide accurate itemized wage statements;
3 (e) failing to pay all wages due upon separation of employment; and
4 (f) failing to reimburse business expenses.

5 6. Plaintiff seeks monetary relief against Defendants on behalf of herself and the putative
6 class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys'
7 fees, costs, and penalties pursuant to Labor Code sections 201-204, 206, 210, 226, 226.3, 226.7, 510,
8 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and California Code
9 of Civil Procedure section 1021.5.

10 **JURISDICTION AND VENUE**

11 7. This is a class action pursuant to California Code of Civil Procedure section 382 and
12 representative action pursuant to Labor Code sections 2698 *et. seq.* ("PAGA"). The monetary
13 damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal
14 jurisdictional limits of the Superior Court and will be established according to proof at trial.

15 8. This Court has jurisdiction over this action pursuant to the California Constitution,
16 Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those
17 given by statutes to other courts. The statutes under which this action is brought do not specify any
18 other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff
19 seeks relief authorized by California law.

20 9. This Court has jurisdiction over all Defendants because, upon information and belief,
21 they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of
22 the California market so as to render the exercise of jurisdiction over them by the California courts
23 consistent with traditional notions of fair play and substantial justice.

24 10. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5
25 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or
26 have an agent or agents in this county, and the acts and omissions alleged herein took place in this
27 county.

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PARTIES

11. Plaintiff is a California citizen and resides in Los Angeles County, California. Defendants employed Plaintiff as a non-exempt hourly employee during the Class Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action. Plaintiff's job duties included, but were not limited to, reminding patients to take medicine, preparing meals, preparing clothes and assisting clients with getting dressed, cleaning and doing laundry, taking temperatures, and driving clients to physician visits. As part of Plaintiff's job duties, she would provide in-home caregiver services to Defendants' clients, including clients residing in Los Angeles County.

12. Plaintiff is informed, believes and thereon alleges that, at all relevant times, Defendant California Friends Homes was and is a California corporation doing business as Rowntree Gardens ("Rowntree"). Rowntree owns and operates a senior assisted nursing facility located in Stanton, California and provides in-home patient care to clients throughout Southern California, including Los Angeles County. Plaintiff is further informed, believes and thereon alleges that, at all relevant times, Rowntree regularly conducted and conducts business within the State of California and derives substantial revenues from services performed in California. In addition, Plaintiff is informed, believes and thereon alleges that, at all relevant times, Rowntree was and is an employer subject to California state wage and hour laws.

13. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

14. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of Civil Procedure section 474 because Plaintiff does not know their true names or capacities. Plaintiff will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when their names and capacities are ascertained.

15. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

16. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all

1 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
2 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
3 to the other Defendants.

4 17. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
5 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
6 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
7 acted as the employer and/or joint employer of Plaintiff and the Class Members.

8 18. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
9 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
10 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
11 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
12 all Defendants were in accordance with, and represent, the official policy of Defendants.

13 19. At all relevant times, Defendants, and each of them, acted within the scope of such
14 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
15 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
16 Defendants in proximately causing the damages herein alleged.

17 20. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
18 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,
19 occurrences, and transactions alleged herein.

20 **CLASS ALLEGATIONS**

21 21. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on
22 behalf of herself and all others similarly situated who were injured by Defendants' violations of the
23 Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during
24 the Class Period.

25 22. Plaintiff's proposed Class consists of and is defined as follows:

26 Class

27 All California citizens currently or formerly employed by Defendants as non-exempt
28 employees in the State of California within four (4) years prior to the filing of this

1 action to the date of class certification.

2 23. Plaintiff also seeks to certify the following Subclass:

3 Waiting Time Subclass

4 All Class Members who separated from their employment with Defendants at any time
5 within three (3) years prior to the filing of this action to the date of class certification
6 (“Subclass” or “Waiting Time Subclass”).

7 24. Members of the Class and Subclass described above will be collectively referred to as
8 “Class Members.”

9 25. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
10 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
11 investigation, discovery, and specific theories of liability.

12 26. There is a well-defined community of interest in this litigation and the proposed Class
13 and Subclass are readily ascertainable.

14 27. **Commonality:** This action has been brought and may properly be maintained as a class
15 action under the California Code of Civil Procedure section 382 because there are common questions
16 of law and fact as to the Class Members that predominate over any questions affecting only individual
17 members including, but not limited to, the following:

- 18 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
19 regular, overtime, and double time wages) for all hours worked;
- 20 (b) Whether Defendants required Plaintiff and Class Members to work off-the-clock
21 without compensation;
- 22 (c) Whether Defendants provided Plaintiff and Class Members with compliant meal
23 periods or paid compensation in lieu thereof;
- 24 (d) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
25 Class Members or paid compensation in lieu thereof;
- 26 (e) Whether Defendants failed to provide Plaintiff and Class Members with accurate
27 itemized wage statements;
- 28 (f) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages

1 due immediately upon termination or within 72 hours of resignation;

2 (g) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary
3 business expenditures;

4 (h) Whether Defendants' conduct was willful or reckless; and

5 (i) Whether Defendants engaged in unfair business practices in violation of Business and
6 Professions Code sections 17200, *et seq.*

7 28. There is a well-defined community of interest. Further, Plaintiff and Class Members
8 have suffered common injuries as a result of Defendants' systemic employment policies and practices.
9 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness
10 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff
11 and Class Members accordingly. In addition, answers to common questions raised in this Complaint
12 will advance resolution of each individual Class Member's claims.

13 29. **Numerosity:** The Class Members are so numerous that joinder of all members is
14 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this
15 time, on information and belief, the class is estimated to be greater than 100 individuals.

16 30. **Ascertainability:** The identities of the Class Members are readily ascertainable by
17 inspection of Defendants' employment and payroll records.

18 31. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
19 Class Members because Defendants' failure to comply with the provisions of California's wage and
20 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
21 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
22 are caused by Defendants' common course of conduct as alleged herein.

23 32. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
24 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
25 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
26 proposed class counsel, are competent and experienced in litigating large employment class actions
27 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
28 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs

that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of the Class Members.

33. **Superiority:** The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

34. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

35. At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' locations within California. Defendants employed Plaintiff in a non-exempt position during her employment and continue to employ non-exempt employees within California.

36. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

38. Plaintiff is informed, believes, and thereon alleges that during the Class Period,

1 Defendants failed to pay Plaintiff and Class Members all minimum, regular, overtime, and double time
2 wages for all hours worked in violation of the Labor Code and IWC Wage Orders. During the Class
3 Period, Plaintiff and Class Members regularly worked more than eight (8) hours, 10 hours, and/or 12
4 hours per workday and/or over forty (40) hours per workweek. In addition, Plaintiff and Class
5 Members worked up to seven (7) days in a row. Specifically, Defendants maintained a policy and
6 practice which required Plaintiff and Class Members to clock in for their shifts by dialing a phone
7 number and eventually entering a pin number without compensation for the time spent clocking in for
8 their shifts. Further, Plaintiff and Class Members were also required to answer phone calls from
9 Defendants' supervisors and patients when they were off-the-clock, and failed to compensate them for
10 this time worked. Plaintiff and Class Members also drove to various worksites during their shifts
11 and/or beyond their regular commute without compensation for travel time. Indeed, Plaintiff and Class
12 Members were required to clock out and drive to different worksites in a single shift without
13 compensation. Additionally, Plaintiff and Class Members were required to clock out for their meal
14 periods before the fifth (5th) hour of work and continue working off-the-clock without compensation.
15 As such, Defendants failed to pay Plaintiff and Class Members minimum, regular, overtime, and
16 double time wages for all hours worked, in violation of the Labor Code and applicable IWC Wage
17 Orders.

18 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
19 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted
20 30-minute meal period for every five (5) hours of work, or payment of one (1) additional hour of pay
21 at their regular rate of pay when they did not receive a compliant meal period. In violation of the
22 Labor Code and IWC Wage Orders, Plaintiff and Class Members had their meal periods regularly
23 interrupted, short, late, restricted to the worksite, and/or missed altogether due to Defendants' work
24 demands and failure to provide sufficient coverage to allow employees to take compliant meal periods.
25 For example, Plaintiff regularly took meal periods late or had them restricted to the worksite, missed,
26 interrupted, and/or short because she was required to drive patients to their doctor's appointments,
27 markets, pharmacies, and homes during a single shift. As such, Plaintiff regularly ate (usually snacks)
28 while she was working. In addition, Plaintiff and Class Members were required to stay with patients,

1 as such, they were unable to take an off-duty meal period and meal periods were regularly interrupted
2 and/or taken while working. Despite these meal period violations, Defendants failed to pay any meal
3 period premiums. Accordingly, Defendants failed to provide Plaintiff and Class Members with timely,
4 uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours
5 and/or 10 hours in a workday, and failed to compensate Plaintiff and Class Members with an additional
6 hour of pay at their regular rate of pay for every day in which they were denied a compliant meal
7 period in violation of the Labor Code and applicable IWC Wage Orders.

8 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
9 have known that Plaintiff and Class Members were entitled to receive a 10-minute, off-duty,
10 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one
11 (1) additional hour of pay at their regular rate of pay when they were not permitted to take a compliant
12 rest period. In violation of the Labor Code and IWC Wage Orders, Plaintiff's and Class Members' rest
13 breaks were regularly missed, interrupted, less than 10 minutes, and/or restricted to the worksite due
14 to Defendants' work demands and failure to provide sufficient coverage so employees could take rest
15 breaks. Specifically, Plaintiff and Class Members regularly missed their rest breaks or had them
16 interrupted, on-duty, and/or shortened when performing caregiver duties and were restricted to the
17 worksite per Defendants' policy and practice of staying with patients. Despite these rest break
18 violations, Defendants failed to compensate Plaintiff and other Class Members with an additional hour
19 of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly,
20 Defendants violated the Labor Code and applicable IWC Wage Orders.

21 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
22 have known that Plaintiff and Class Members were entitled to reimbursement for their necessary work-
23 related business expenses. In violation of the Labor Code and IWC Wage Orders, Defendants failed
24 to reimburse Plaintiff and Class Members for all necessary business expenses incurred for Defendants'
25 benefit, including but not limited to, requiring employees to use their personal cell phones to clock in
26 and out for work and communicate with Defendants' patients and supervisors, drive their personal
27 vehicles to and from worksites and patients to various locations, and purchase equipment such as a
28 blood pressure monitor. Despite incurring these necessary business expenditures, Defendants failed to

1 reimburse Plaintiff and Class Members for the costs of purchasing equipment, mileage, and a
2 reasonable portion of their cell phone bills, all of which were necessary to perform their job duties.
3 Accordingly, Defendants violated the Labor Code and applicable IWC Wage Orders.

4 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
5 have known that Plaintiff and Waiting Time Subclass Members who separated from their employment
6 with Defendants during the statutory period were entitled to timely payment of all wages due. In
7 violation of the Labor Code, Plaintiff and Waiting Time Class Members did not receive payment of
8 all wages owed upon separation within the permissible time period due to, *inter alia*, Defendants'
9 failure to pay all wages, meal and rest period premiums, and reimburse expenses to Plaintiff and Class
10 Members.

11 43. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
12 have known that Plaintiff and Class Members were entitled to receive complete and accurate wage
13 statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were
14 not furnished with complete and accurate wage statements that show all of the information required
15 by Labor Code section 226, including, but not limited to, the gross and net wages earned, the total
16 hours worked, all applicable hourly rates in effect during the pay period, the corresponding number of
17 hours worked at each hourly rate.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
22 fully set forth herein.

23 45. At all relevant times, Defendants had a duty to comply with Labor Code sections 204,
24 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC Wage Orders and California
25 Code of Regulations.

26 46. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
27 owed on regularly scheduled paydays at least twice during each calendar month, on days designated
28 in advance by the employer as the regular paydays. All wages in earned in excess of the normal work

1 period must be paid no later than the payday for the next regular payroll period.

2 47. Labor Code section 206 provides that in case of a dispute over wages, the employer
3 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
4 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

5 48. At all times relevant, Labor Code section 510, and applicable sections of the California
6 Code of Regulations and the IWC Wage Orders applied to Plaintiff's work with Defendants and
7 continue to apply to Class Members' employment with Defendants. Labor Code section 510 and
8 applicable provisions of the California Code of Regulations and IWC Wage Orders state that any work
9 performed in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one
10 and one-half times the employee's regular rate of pay. Any work performed in excess of 12 hours in
11 a workday or in excess of eight (8) hours on the seventh consecutive day of work in a workweek, must
12 be compensated at the rate of no less than twice the regular rate of pay for an employee.

13 49. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
14 all employees in California for all hours worked. Local minimum wage ordinances may provide for
15 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
16 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than
17 the state or local minimum wage, whichever is higher, for any hour of work.

18 50. Labor Code section 1194 provides that any employee receiving less than the legal
19 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover
20 in a civil action the unpaid balance of the full amount of the minimum wage or overtime compensation,
21 including interest thereon, reasonable attorney's fees, and costs of suit.

22 51. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
23 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

24 52. California Labor Code section 1197 provides that the payment of a lower wage than
25 the minimum wage fixed by the commission or by any applicable state or local law is unlawful.

26 53. Labor Code section 1198 prohibits employers from employing for longer hours or less
27 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
28 the Labor Commissioner.

1 54. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
2 and Class Members regularly worked over eight (8) hours, 10 hours per workday, and/or 12 hours per
3 workday and/or over 40 hours per workweek. Plaintiff and other Class Members also worked up to
4 seven (7) consecutive workdays.

5 55. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
6 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including minimum,
7 regular, overtime, and double time wages) by failing to pay for travel time and requiring other off-the-
8 clock work including during meal periods and before and after their shifts without compensation,
9 among other things.

10 56. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
11 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
12 earnings from minimum, regular, overtime, and double time compensation due, in an amount to be
13 established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

14 57. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
15 as described herein and below.

16 **SECOND CAUSE OF ACTION**

17 **MEAL PERIOD VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 58. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
20 fully set forth herein.

21 59. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7
22 and 512, and the applicable IWC Wage Orders and California Code of Regulations.

23 60. Labor Code section 512 and Section 11 of the IWC Wage Orders prohibit an employer
24 from employing any person for a work period of more than 5 hours per day without providing the
25 employee with a meal period of not less than 30 minutes (commencing before the employee's fifth
26 hour of work), except that if the total work period per day is no more than 6 hours, the meal period
27 may be waived by mutual consent of the employer and employee. A second meal period of not less
28 than 30 minutes is required if an employee works more than 10 hours per day and must begin before

1 the employee's tenth hour of work, except if the total hours worked is no more than 12 hours, the
2 second meal period may be waived by mutual consent of the employer and employee, but only if the
3 first meal period was not waived.

4 61. Section 11 of the applicable IWC Wage Orders state that "[u]nless the employee is
5 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty'
6 meal period and counted as time worked."

7 62. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
8 requiring any employee to work during a meal period mandated by any California statute, regulation,
9 standard or order. If an employer fails to provide an employee with a meal period in accordance with
10 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the
11 employee one additional hour of pay at the employee's regular rate of compensation for each workday
12 that the meal period is noncompliant.

13 63. Throughout the Class Period, Plaintiff and Class Members did not receive compliant
14 meal periods when working more than five (5) hours and/or 10 hours per workday because their meal
15 periods were missed, late, interrupted, short, and/or restricted to the worksite.

16 64. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
17 period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and the
18 applicable IWC Wage Order and California Code of Regulations.

19 65. Plaintiff is informed, believes, and thereon alleges that Class Members did not
20 voluntarily waive their meal periods.

21 66. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
22 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
23 premium pay for meal period violations and earnings, in an amount to be established at trial, plus
24 prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period violations
25 are deemed unpaid wages, Plaintiff will also seek attorneys' fees and costs pursuant to statute.

26 67. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
27 as described herein and below.

28 ///

1 **THIRD CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 68. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
5 fully set forth herein.

6 69. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7
7 and the applicable IWC Wage Orders and California Code of Regulations.

8 70. Labor Code section 226.7(a) states “No employer shall require any employee to work
9 during any meal or rest period mandated by an applicable order of the Industrial Welfare
10 Commission.”

11 71. Section 12 of the applicable IWC Wage Order provides in relevant part that:

12 (A) Every employer shall authorize and permit all employees to take
13 rest periods, which insofar as practicable shall be in the middle of each
14 work period. The authorized rest period time shall be based on the total
15 hours worked daily at the rate of ten (10) minutes net rest time per four
16 (4) hours or major fraction thereof. However, a rest period need not be
authorized for employees whose total daily work time is less than three
and one-half (3 1/2) hours. Authorized rest period time shall be counted
as hours worked for which there shall be no deduction from wages.

17 (B) If an employer fails to provide an employee a rest period in
18 accordance with the applicable provisions of this order, the employer
19 shall pay the employee one (1) hour of pay at the employee’s regular rate
of compensation for each work day that the rest period is not provided.

20 72. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
21 and Class Members worked in excess of three-and-a-half (3.5) hours, six (6) hours, and/or 10 hours
22 per workday.

23 73. During the Class Period, Plaintiff and Class Members did not receive compliant 10-
24 minute rest periods for every four (4) hours worked or major fraction thereof because rest breaks were
25 missed, interrupted, short, and/or restricted to the worksite.

26 74. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest
27 period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
28 applicable IWC Wage Order.

1 75. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
2 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
3 earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To the
4 extent such unpaid premiums or rest period violations are deemed unpaid wages, Plaintiff will also
5 seek attorneys' fees and costs pursuant to statute.

6 76. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
7 as described herein and below.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

10 **(AGAINST ALL DEFENDANTS)**

11 77. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
12 fully set forth herein.

13 78. At all relevant times, Defendants had a duty to comply with Labor Code section 226
14 and the applicable IWC Wage Orders and California Code of Regulations.

15 79. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
16 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
17 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
18 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
19 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
20 identification number of the employee, (8) the name and address of the legal entity that is the
21 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
22 at each hourly rate.

23 80. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
24 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
25 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
26 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
27 an award of costs and attorneys' fees.

28 81. Section 7 of the IWC Wage Orders requires Defendants to maintain time records

1 showing, among other things, when the employee begins and ends each work period, meal periods
2 taken, and total daily hours worked in an itemized wage statement, and must show all deductions and
3 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
4 Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have knowingly
5 and intentionally failed to comply with the IWC Wage Orders.

6 82. Throughout the Class Period, Defendants provided wage statements that did not
7 accurately reflect the total number of hours worked by Plaintiff and Class Members at each
8 corresponding pay rate, and the gross and net wages earned, among other things, making it difficult
9 for Plaintiff and Class Members to determine whether they were paid correctly for all hours worked,
10 which deductions were made, and the extent of any underpayment. Plaintiff has had to file this lawsuit
11 in order to determine the extent of the underpayment of wages, thereby causing Plaintiff to incur
12 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
13 had Defendants provided the accurate wages earned. This has also delayed Plaintiff's ability to demand
14 and recover the underpayment of wages from Defendants. Defendants' violations of Labor Code
15 section 226(a) prevented Plaintiff and Class Members from knowing, understanding and disputing the
16 wages paid to them, and resulted in an unjustified economic enrichment to Defendants.

17 83. Defendants knowingly and intentionally failed to provide accurate, itemized wage
18 statements to Plaintiff and Class Members, and as such Plaintiff and Class Members are deemed to
19 have suffered injury in accordance with Labor Code section 226. Plaintiff and the Class are therefore
20 entitled to the damages and penalties provided for under Labor Code section 226(e).

21 84. Plaintiff and Class Members are also entitled to injunctive relief under Labor Code
22 section 226(h), compelling Defendants to comply with Labor Code section 226, and seek the recovery
23 of attorneys' fees and costs incurred in obtaining this injunctive relief.

24 85. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
25 as described herein and below.

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1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
5 fully set forth herein.

6 87. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
7 202, and 203, and the applicable IWC Wage Orders and California Code of Regulations. Defendants
8 failed to comply with these final paycheck requirements with respect to Plaintiff and Waiting Time
9 Subclass Members.

10 88. Labor Code section 201 requires that if an employer discharges an employee, the wages
11 earned and unpaid at the time of discharge are due and payable immediately.

12 89. Labor Code section 202 requires that if “an employee not having a written contract for
13 a definite period” quits, the employee’s wages shall become due and payable no later than 72 hours
14 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
15 which case the employee is entitled to his or her wages at the time of quitting.

16 90. Labor Code section 203 provides that if an employer willfully fails to pay, without
17 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
18 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
19 action therefor is commenced, but that the wages shall not continue for more than 30 days per
20 employee.

21 91. Plaintiff is informed, believes, and thereon alleges, that at all relevant times,
22 Defendants willfully failed to timely pay Plaintiff and Waiting Time Subclass Members all of their
23 unpaid wages earned, including, but not limited to, minimum, regular, overtime, and double time
24 wages, compensation for non-compliant meal periods and rest periods, and unpaid expense
25 reimbursements upon separation of employment. Plaintiff and Waiting Time Subclass Members are
26 entitled to timely compensation upon separation of their employment for any outstanding unpaid
27 wages, reimbursements, and premiums but to date have not received such compensation from
28 Defendants, therefore entitling them to penalties pursuant to Labor Code section 203.

92. As a consequence of Defendants' willful conduct in failing to pay all earned wages, Plaintiff and Waiting Time Subclass Members are entitled to up to 30 days' wages as a penalty for Defendants' failure to timely pay wages upon separation of employment, in addition to prejudgment interest, attorneys' fees, and costs in amounts that will be established at trial.

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

SIXTH CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES
(AGAINST ALL DEFENDANTS)

94. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

95. At all relevant times, Defendants had a duty to comply with Labor Code sections 2800 and 2802 and the applicable IWC Wage Orders and California Code of Regulations.

96. Labor Code section 2800 requires employers to indemnify employees for losses caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their own negligence.

97. Labor Code section 2802(a) requires that employers indemnify and reimburse employees for all business expenses, which are defined as all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred based on the employee's obedience to the employer's directions. Labor Code section 2802(b) authorizes employees to recover in a court action interest which shall accrue from the date on which the employee incurred the necessary expenditure or loss. Labor Code section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor Code section 2802, to also recover attorneys' fees and costs.

98. During the Class Period, Plaintiff and Class Members were required to use their personal cellular phones, vehicles, and equipment without reimbursement.

99. Defendants have unfairly and unlawfully violated Labor Code sections 2800 and 2802, and the applicable IWC Wage Orders by failing to reimburse Plaintiff and Class Members for all of their out-of-pocket business expenses incurred in the discharge of their job duties.

100. As a consequence of Defendants' willful conduct, Plaintiff and Class Members have sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be established at trial, plus prejudgment interest, attorney's fees, and costs pursuant to statute.

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

SEVENTH CAUSE OF ACTION

VIOLETION OF THE UNFAIR COMPETITION LAW

(AGAINST ALL DEFENDANTS)

102. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

103. California Business & Professions Code Section 17200, *et seq.* prohibits unfair competition by prohibiting unlawful, unfair, or fraudulent business practices or acts.

104. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff, Class Members, and Defendants' competitors. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure section 1021.5.

105. Defendants' activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code sections 17200, *et seq.*

106. A violation of Business and Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law.

107. Plaintiff brings this action on behalf of herself and all members of the general public, including the Class Members, pursuant to the UCL. Defendants' conduct alleged below constitutes false, fraudulent, unlawful, unfair, and/or deceptive business practices, in violation of the UCL. Defendants' policies and practices have violated state law in at least the following respects:

- 1 (a) Failing to pay all minimum, regular, overtime, and double time wages due to Plaintiff
2 and Class Members in violation of Labor Code sections 204, 206, 510, 1182.12, 1194,
3 1194.2, 1197, and 1198;
- 4 (b) Failing to provide compliant meal periods or compensation in lieu thereof in violation
5 of Labor Code sections 226.7 and 512;
- 6 (c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof in
7 violation of Labor Code section 226.7;
- 8 (d) Intentionally failing to provide Plaintiff and Class Members with accurate itemized
9 wage statements in violation of Labor Code section 226;
- 10 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members
11 upon separation of employment in violation of Labor Code sections 201, 202, and 203;
- 12 (f) Failing to reimburse Plaintiff and Class Members all necessary business expenses in
13 violation of Labor Code sections 2800 and 2802; and
- 14 (g) Violations of the IWC Wage Orders for the same conduct above.

15 108. Defendants' course of conduct, acts, and practices in violation of California law
16 mentioned above each constitute a separate and independent violation of the UCL. Defendants'
17 conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens
18 or harms competition. The substantial harm to Plaintiff and Class Members in being wrongfully
19 denied earned wages, meal and rest periods, premium pay, and reimbursements outweighs the utility,
20 if any, of Defendants' policies or practices and, therefore, Defendants' actions described herein
21 constitute an unfair business practices or acts within the meaning of the UCL.

22 109. Plaintiff further brings this cause of action on behalf of the proposed Class, seeking
23 statutory and injunctive relief to stop the misconduct of Defendants, as complained herein, and to
24 compel restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and premiums,
25 etc.) obtained by Defendants through the unfair and unlawful business practices described herein
26 pursuant to, *inter alia*, Business and Professions Code sections 17202, 17203, and 17208. Under the
27 circumstances alleged, it would be inequitable and result in a miscarriage of justice for Defendants to
28 continue to retain the property of Plaintiff and Class Members.

110. Defendants' failure to adopt and implement policies in accordance with and/or adhere to these laws, all of which are binding upon and burdensome to Defendants' competitors, engenders an unfair competitive advantage for Defendants against its competitors, thereby constituting an unfair business practice, as set forth in the UCL.

111. Pursuant to California Business and Professions Code section 17203, as a direct and proximate result of the unfair business practices of Defendants, Plaintiff, individually, and on behalf of all employees similarly situated, is entitled to equitable and injunctive relief, against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff also seeks an order enjoining Defendants to cease and desist from engaging in the practices described herein.

112. Plaintiff and Class Members also request any other such legal and equitable relief from Defendants' unlawful and willful conduct as the Court deems just and proper, including an injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent practices alleged in this Complaint.

113. As a result of Defendants' unlawful and unfair business practices, Plaintiff and Class Members are entitled to and seek other appropriate relief available under California Business & Professions Code sections 17200 *et seq.* Plaintiff, on behalf of herself and the Class, also seeks recovery of attorneys' fees and costs of this action to be paid by Defendants as provided by California Code of Civil Procedure section 1021.5.

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

EIGHTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

115. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

116. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to

1 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
2 after 65 days have passed without notice from the LWDA.

3 117. On March 14, 2023, Plaintiff gave written notice of the specified provisions alleged
4 to have been violated, including the facts and theories to support the alleged violations, as required
5 by Labor Code section 2699.3. This written notice provided via certified mail to Defendants, and to
6 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.

7 118. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of
8 law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
9 under this part at any time within 60 days of the time periods specified in this part." More than 65
10 days has passed since Plaintiff submitted her PAGA notice to the LWDA without notice from the
11 LWDA. Accordingly, Plaintiff may amend her Complaint as a matter of right within the 60 day period
12 as specified by Labor Code section 2699.3(a)(2)(C).

13 119. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
14 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
15 divisions, commissions, boards, agencies or employees for violation of the code may, as an
16 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
17 himself and other current or former employees pursuant to the procedures specified in Labor Code
18 section 2699.3.

19 120. For all provisions of the Labor Code except those for which a civil penalty is
20 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred
21 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
22 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
23 period in which Defendants violated these provisions of the Labor Code.

24 121. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
25 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6,
26 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206,
27 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224,
28 paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227,

227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

122. Defendants' conduct violates numerous Labor Code sections, including, but not limited to, the following:

- (a) Violation of Labor Code sections 201, 202, 203, 204, 206, 210, 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other aggrieved employees during and/or upon separation of employment as herein alleged;
- (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- (c) Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- (d) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- (e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiff and other aggrieved employees as

1 herein alleged; and

2 (f) Violation of Labor Code sections 2800 and 2802 for failure to reimburse business
3 expenses to Plaintiff and other aggrieved employees as herein alleged.

4 123. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
5 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
6 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
7 violation in a subsequent citation, for which the employer fails to provide the employee a wage
8 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
9 penalties provided for in this section are in addition to any other penalty provided by law.”

10 124. Further, Labor Code section 558(a) provides “[a]ny employer or other person acting
11 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the Industrial Welfare Commission shall
13 be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
14 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
15 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
16 for which the employee was underpaid.”

17 125. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
18 maintain accurate and complete payroll records showing the hours worked daily by and the wages
19 paid to employees.

20 126. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
21 either individually or as an officer, agent, or employee of another person, who pays or causes to be
22 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
23 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
24 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
25 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
26 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
27 period for which the employee is underpaid regardless of whether the initial violation is intentionally
28 committed.”

127. As set forth above, Defendants have violated numerous provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks the remedies set forth in Labor Code sections 558 and 1197.1 for herself, the underpaid employees, and the State of California.

128. Plaintiff is an “aggrieved employee” because she was employed by the alleged violators and had one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

129. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

130. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

131. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, the proposed Class, other aggrieved employees, and the State of California, prays for judgment and the following specific relief against Defendants, jointly and severally, as follows:

1. That the Court certify the proposed Class and Subclasses, and any other class or subclasses as appropriate under California Code of Civil Procedure section 382;

2. That Plaintiff be appointed as the Class Representative;

3. That the Law Office of Daniel J. Hyun and Alami Law Group be appointed as Class Counsel for all purposes;

4. For compensatory damages in an amount according to proof with interest thereon;

5. For such general, economic, and/or special damages in an amount according to proof with interest thereon;

6. For damages, monetary relief, wages, premiums, reimbursements, benefits and penalties, including interest thereon;

7. For waiting time penalties pursuant to Labor Code section 203;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For the amounts provided for in Labor Code section 226.7;
10. For attorney's fees, costs of suit, including expert fees, and interest pursuant to Labor Code sections 218.6, 226, 1194, 2698 *et seq.*, 2802 and California Code of Civil Procedure section 1021.5;
11. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200 *et seq.*;
12. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;
13. For liquidated damages pursuant to Labor Code section 1194.2;
14. For permanent injunctive relief described in the UCL cause of action;
15. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6, California Civil Code sections 3287 and 3289, and applicable law;
16. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;
17. A declaratory judgment that the practices complained of herein are unlawful under California law;
18. Such other equitable relief as the Court may deem proper;
19. For PAGA penalties; and

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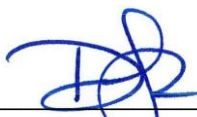
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20. An award of such other and further relief as this Court may deem appropriate.

Dated: May 19, 2023

LAW OFFICE OF DANIEL J. HYUN &
ALAMI LAW GROUP

By: 
Daniel J. Hyun
David Alami
Attorneys for Plaintiff ROSA MARTINEZ

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: May 19, 2023

LAW OFFICE OF DANIEL J. HYUN &
ALAMI LAW GROUP

By: 
Daniel J. Hyun
David Alami
Attorneys for Plaintiff ROSA MARTINEZ