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MONICA DEL RIO, individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MONICA DEL RIO, individually, and on
behalf of other members of the general public
similarly situated

Plaintiff,

vs.

GOLDEN WEST SECURITY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. 23STCV20214
[Unlimited Civil Jurisdiction]

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages (Lab. C. §§ 1182.12, 1194, 1194.2, 1197 and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. C. §§ 510, *et seq.*);
3. Failure to Timely Pay Wages During Employment (Cal. Lab. C. §§ 204, 210);
4. Failure to Timely Pay Wages Upon Termination (Cal. Lab. C. §§ 201 – 203);
5. Failure to Pay Meal Periods Premiums (Cal. Lab. C. §§ 226.7, 512);
6. Failure to Pay Rest Periods Premiums (Cal. Lab. C. §§ 226.7, 512);
7. Failure to Provide Accurate Wage Statements (Cal. Lab. C. § 226);
8. Failure to Indemnify for Business Expenses (Cal. Lab. C. §§ 2800, 2802)
9. Unfair Competition (Cal. Bus. & Prof. C. §17200, *et seq.*);
10. Failure to Permit Inspection of Employment Records (Lab. C. §§ 226, 432, 1174, 1198.5);
11. Private Attorney General’s Act Violation (Cal. Lab. C. § 2698, *et seq.*).

COMES NOW Plaintiff, MONICA DEL RIO individually, and on behalf of other members of the general public similarly situated for causes of action against Defendants, GOLDEN WEST SECURITY, INC. and DOES 1 through 100, inclusive and complains and alleges upon information and belief as follows:

PARTIES

1. Plaintiff MONICA DEL RIO (“Plaintiff”) at all times relevant to this action, resided in Los Angeles County, California.

2. Plaintiff is informed and believes, and thereon alleges that Defendant GOLDEN WEST SECURITY, INC. (“Defendant”) is a California corporation with its principal place of business in Pacoima, Los Angeles County, California.

3. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants sued herein under fictitious names Does 1 through 100, inclusive, and for that reason sues said Defendants, and each of them, by such fictitious names. Plaintiff is informed, believes, and thereupon alleges that each of the Defendants Does 1 through 100, inclusive, is and was in some manner responsible for, participated in, or contributed to the matters and things of which Plaintiff complains herein, and in some fashion, has legal responsibility therefore. When Plaintiff ascertains the names and capacities of the fictitiously named Defendants Does 1 through 100, inclusive, Plaintiff will seek leave to amend this Complaint to set forth such facts.

4. Plaintiff is informed, believes, and there upon alleges that each Defendants is, and at all times relevant herein was, the agent of his, her, or its co-Defendants, and in committing the acts alleged herein, was acting within the scope of his, her, or its authority as such agent, and with the knowledge, permission, and consent of his, her, or its co-Defendants.

5. Defendant and DOES 1 through 100, shall collectively be referred to in this Complaint as “Defendants” when applicable.

JOINT EMPLOYERS

6. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, nonexempt employee in the State of California. Defendants had the authority to hire and terminate Plaintiff, to set work rules and conditions governing Plaintiff’s employment, and to supervise Plaintiff’s daily

1 employment activities. Defendants directly hired and paid wages and benefits to Plaintiff. Defendants
2 exercised sufficient authority over the terms and conditions of Plaintiff's employment for them to be
3 Plaintiff's joint employer.

4 **JURISDICTION & VENUE**

5 7. This class action is brought pursuant to the California Code of Civil Procedure section
6 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits
7 of the Superior Court and will be established according to proof at trial.

8 8. This action is also partially brought pursuant to the California Private Attorneys
9 General Act ("PAGA"), California Labor Code sections 2698, *et seq.* The penalties recoverable by
10 Plaintiff do not exceed \$75,000.00 and collectively amongst all aggrieved employees do not exceed
11 \$5,000,000.00.

12 9. This Court has jurisdiction over this action pursuant to the California Constitution,
13 Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except
14 those given by statute to other courts. The statutes under which this action is brought do not specify
15 any other basis for jurisdiction.

16 10. This Court has jurisdiction over Defendant because, upon information and belief, each
17 Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise
18 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by
19 California courts consistent with traditional notions of fair play and substantial justice.

20 11. Venue is proper in this Court because, upon information and belief, each Defendant
21 maintains offices, has agents, employs individuals, and/or transacts business in the State of California,
22 County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the
23 other class members took place in the State of California, including the County of Los Angeles. At all
24 relevant times, Defendants maintained their headquarters/"nerve center" within the State of California,
25 County of Los Angeles.

26 **GENERAL ALLEGATIONS**

27 12. Plaintiff is informed and believes, and thereon alleges, that Defendant is a provider of
28 security services in Los Angeles County and throughout the State of California. At all relevant times set

1 forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt
2 employees within the State of California, including the County of Los Angeles.

3 13. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, nonexempt
4 employee, from approximately June 2018 to approximately December 2022, in the State of California,
5 County of Los Angeles.

6 14. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the
7 working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class
8 members so as to make each of said Defendants employers liable under the statutory provisions set forth
9 herein.

10 15. At all relevant times, Defendants failed to pay all wages (including minimum and
11 overtime wages) to Plaintiff and other class members in violation of Labor Code Sections 246, 510,
12 558, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Order when Defendant failed
13 to properly compute, compile, account for and pay Plaintiff and other class members for all hours
14 worked. Defendant also unlawfully deducted from the paychecks of Plaintiff and other class members
15 for uniforms required by Defendant to be worn as a condition of employees' employment, thereby
16 unlawfully failing to pay Plaintiff and other class members all wages.

17 16. Defendants, as a matter of established company policy and procedure, administered a
18 practice of rounding the actual time worked and recorded by Plaintiff and other class members, to the
19 benefit of Defendants, so that during the course of their employment, Plaintiff was paid less than he
20 would have been paid had he been paid for actual recorded time rather than "rounded" time. As a
21 result, Plaintiff and other class members forfeited minimum wage and overtime compensation by from
22 time to time working without his time being accurately recorded and without compensation at the
23 applicable minimum wage and overtime rates. Defendants' policy and practice not to pay Plaintiff and
24 other class members for all time worked is evidenced by Defendants' business records.

25 17. Plaintiff and other class members were compensated at an hourly rate plus incentive
26 pay that was tied to specific elements of their performance, including attendance. The non-
27 discretionary incentive program provided all employees paid on an hourly basis with incentive
28 compensation when the employees met the various performance goals set by Defendants. However,

1 when calculating the regular rate of pay in order to pay overtime to Plaintiff and other class members,
2 Defendants failed to include the incentive compensation as part of Plaintiff's "regular rate of pay" for
3 purposes of calculating overtime pay. The failure to do so has resulted in an underpayment of overtime
4 and other compensation to Plaintiff and other class members by Defendants.

5 18. Defendants failed to pay premium wages to Plaintiff and other class members who were
6 denied proper meal periods, in violation of Labor Code Sections 226.7, 512, 558, and the applicable
7 IWC Wage Order. Defendants auto-deducted time for meal periods, whether or not the employee
8 actually took meal breaks. Plaintiff and other class members were routinely denied, and not authorized
9 to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 5
10 hours, or a second, proper, timely, uninterrupted, 30-minute meal period for every shift worked that
11 exceeded 10 hours but were not paid premium wages of one-hour at their regular rate of pay for each
12 missed, short, or interrupted meal period.

13 19. Defendants failed to pay premium wages to Plaintiff and other class members who were
14 denied proper rest periods, in violation of Labor Code Sections 226.7, 558, and the applicable IWC
15 Wage Order. Plaintiff and other class members were routinely unable, and not authorized, to take 10-
16 minute uninterrupted rest periods for every 4 hours worked or major fraction thereof but were not paid
17 premium wages of one-hour at their regular rate of pay for each missed, short, or interrupted rest
18 period.

19 20. Defendants failed to issue Plaintiff and other class members wage statements that fully
20 and accurately itemized the requirements set forth in Labor Code Section 226(a), in violation of Labor
21 Code Section 226 and 226.3. As a result of the violations described above, Plaintiff and other class
22 members received wage statements that failed to accurately state all applicable hourly rates in effect
23 during the pay period, the corresponding number of hours worked at each hourly rate by the employee,
24 and correctly identify the gross wages earned. The wage statements received also did not accurately
25 reflect the hours worked due to certain shifts falling in between multiple wage statements. Defendants
26 also failed to issue Plaintiff and other class members wage statements that accurately provide
27 employees with written notice of the amount of paid sick leave available in violation of Labor Code
28 Section 246, *et seq.* See *Wood v. Kaiser Found. Hosps.* (2023) 88 Cal.App.5th 742.

21. Defendant further failed to pay Plaintiff and other class members all wages due at throughout their employment and at the separation of their employment based on the time frames required by Labor Code Sections 201-204 and 210 as a result of the violations described above.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class members pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members that they were properly denied wages, all in order to increase Defendants' profits.

23. Defendants' conduct described herein was undertaken, authorized, and/or ratified Defendants' officers, directors and/or managing agents who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

CLASS ACTION ALLEGATIONS

24. Plaintiff bring this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

25. The proposed class is defined as follows:

a. All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

i. **Subclass A:** All class members who were subject to Defendants' practice of rounding time, or improperly computing, compiling, accounting, recording and paying for all hours worked for.

- 1 ii. **Subclass B:** All class members who were required by Defendants to stay on
2 Defendants' premises for meal and rest breaks or who otherwise were denied
3 meal and rest break premiums.
- 4 iii. **Subclass C:** All class members who received inaccurate wage statements.
- 5 iv. **Subclass D:** All class members who received non-discretionary bonuses that
6 were not included as part of their regular rate of pay for payment of overtime
7 and other compensation.
- 8 26. Plaintiff reserves the right to establish additional subclasses as appropriate.
- 9 27. The class is ascertainable and there is a well-defined community of interest in the
10 litigation:
- 11 b. Numerosity: The class members are so numerous that joinder of all class members is
12 impracticable. The membership of the entire class is unknown to Plaintiff at this time;
13 however, the class is estimated to be greater than fifty (50) individuals and the identity
14 of such membership is readily ascertainable by inspection of Defendants' employment
15 records.
- 16 c. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated
17 herein. Plaintiff will fairly and adequately protect the interests of the other class
18 members with whom she has a well-defined community of interest
- 19 d. Adequacy: Plaintiff will fairly and adequately protect the interests of each class
20 member, with whom she has a well-defined community of interest and typicality of
21 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other
22 class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules
23 governing class action discovery, certification, and settlement. Plaintiff has incurred,
24 and during the pendency of this action will continue to incur, costs and attorneys' fees,
25 that have been, are, and will be necessarily expended for the prosecution of this action
26 for the substantial benefit of each class member.
- 27 e. Superiority: A class action is superior to other available methods for the fair and
28 efficient adjudication of this litigation because individual joinder of all class members

1 is impractical

- 2 f. Public Policy Considerations: Certification of this lawsuit as a class action will advance
3 public policy objectives. Employers of this great state violate employment and labor
4 laws every day. Current employees are often afraid to assert their rights out of fear of
5 direct or indirect retaliation. However, class actions provide the class members who are
6 not named in the complaint anonymity that allows for the vindication of their rights.

7 28. There are common questions of law and fact as to the class members that predominate
8 over questions affecting only individual members. The following common questions of law or fact,
9 among others, exist as to the members of the class:

- 10 g. Whether Defendants' failure to pay wages, without abatement or reduction, in
11 accordance with the California Labor Code, was willful;
- 12 h. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-
13 paid or non-exempt employees within the State of California for all hours worked and
14 missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks
15 in violation of California law;
- 16 i. Whether Defendants required Plaintiff and the other class members to work over eight
17 (8) hours per day and/or over forty (40) hours per week and failed to pay the legally
18 required overtime compensation to Plaintiff and the other class members;
- 19 j. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest
20 periods or required Plaintiff and the other class members to work during meal and/or
21 rest periods without compensation;
- 22 k. Whether Defendants failed to pay minimum wages to Plaintiff and the other class
23 members for all hours worked;
- 24 l. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
25 within the required time upon their discharge or resignation;
- 26 m. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
27 members during their employment;
- 28

- 1 n. Whether Defendants complied with wage reporting as required by the California Labor
2 Code; including, inter alia, section 226;
- 3 o. Whether Defendants failed to reimburse Plaintiff and the other class members for
4 necessary business-related expenses and costs;
- 5 p. Whether Defendants' conduct was willful or reckless;
- 6 q. Whether Defendants engaged in unfair business practices in violation of California
7 Business & Professions Code section 17200, et seq.;
- 8 r. The appropriate amount of damages, restitution, and/or monetary penalties resulting
9 from Defendants' violation of California law; and
- 10 s. Whether Plaintiff and the other class members are entitled to compensatory damages
11 pursuant to the California Labor Code.

12 **FIRST CAUSE OF ACTION**

13 **Failure to Pay Minimum Wages**

14 **Cal. Lab. C. §§ 1182.12, 1194, 1194.2, 1197 and 1197.1**

15 **(Against all Defendants)**

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

18 30. As alleged herein, Plaintiff and other class members were not exempt from the
19 requirements of Labor Code §510, or the applicable Industrial Welfare Commission ("IWC") Wage
20 Order.

21 31. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by
22 the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the
23 minimum so fixed is unlawful.

24 32. During the relevant time period, Defendants paid Plaintiff and other class members less
25 than minimum wages when they failed to pay proper compensation for all hours worked. To the extent
26 these hours do not qualify for the payment of overtime, Plaintiff and other class members were not
27 being paid at least the lawful minimum wage for their work.

28 33. Defendants' failure to pay Plaintiff and other class members the required minimum

1 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and other class
2 members are entitled to recover the unpaid balance of their minimum wage compensation as well as
3 interest, costs, and attorneys' fees.

4 34. Pursuant to Labor Code § 1194.2, Plaintiff and other class members are entitled to
5 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest
6 thereon.

7 35. Labor Code § 1194 establishes an employee's right to recover unpaid wages, including
8 overtime compensation and interest, and the cost of suit. California Labor Code § 1198 further
9 provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is
10 unlawful.

11 **SECOND CAUSE OF ACTION**

12 **Failure to Pay Overtime Wages**

13 **Cal. Lab. C. §§ 510, 1194, 1198, Violation of IWC Wage Order**

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

16 37. Labor Code § 1198 and the applicable IWC Wage Order Provide that it is unlawful to
17 employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2)
18 times the person's regular rate of pay, depending on the number of hours or days worked by the person
19 on a daily or weekly basis.

20 38. Specifically, the applicable IWC Wage Orders provide that Defendants are and were
21 required to pay overtime compensation to Plaintiff and other class members at the rate of one and one-
22 half times (1½) their regular rate of pay when working and for all hours worked in excess of eight (8)
23 hours in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of work on
24 the seventh day of work in a workweek.

25 39. California Labor Code § 510 codifies the right to overtime compensation at one and
26 one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
27 forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive day of
28 the week.

40. Both Labor Code § 510 and the applicable IWC Wage Order provides that employment of more than six days in a workweek is only permissible if the employer pays proper overtime compensation as set forth herein.

41. At all relevant times, Plaintiff and other class members were non-exempt employees entitled to the protections of California Labor Code §§ 510 and 1194.

42. During the relevant time period, Defendants required Plaintiff and other class members to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or for a seventh consecutive day in a workweek without paying them overtime wages for their work.

43. During the relevant time period, Defendants knowingly and willfully failed to pay Plaintiff and other class members overtime wages for all overtime hours worked when Plaintiff and other class members worked in excess of eight (8) hours in a day, forty (40) hours in a week and/or for a seventh consecutive day of work in a workweek, or when Plaintiff and other class members worked in excess of twelve (12) hours in a day and/or in excess of eight (8) hours on the seventh day of work in a work week.

44. Defendants' failure to pay Plaintiff and other class members the unpaid balance of overtime and double time compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

45. Pursuant to Labor Code § 1194, Plaintiff and other class members are entitled to recover unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

Failure to Timely Pay Wages During Employment

Cal. Lab. C. §§ 204, 210

(Against All Defendants)

46. Plaintiff refers to and incorporates herein by reference the previous paragraphs as though fully set forth herein.

47. Pursuant to California Labor Code §§ 204, Defendants are required to pay all earned and unpaid wages to non-exempt employees twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,

1 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
2 during which the labor was performed, and labor performed between the 16th and the last day,
3 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
4 month.

5 48. Employers who fail to timely pay the wages of each employee are subject to penalties
6 of one hundred dollars (\$100) for each failure for an initial violation and two hundred dollars (\$200)
7 for each subsequent violation.

8 49. Labor Code section 210(b) provides a private right of action to enforce penalties for
9 violations of Labor Code § 204, *et seq.*

10 50. As set forth above, Defendants have willfully failed to pay accrued wages and other
11 compensation to Plaintiff and other class members during their employment in accordance with
12 California Labor Code § 204.

13 51. As a result, Plaintiff and other class members are entitled to all available statutory or
14 civil penalties, together with interest thereon, as well as other available remedies.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Timely Pay Wages Upon Termination**

17 **Cal. Lab. C. §§201 – 203, Violation of IWC Wage Order**

18 **(Against all Defendants)**

19 52. Plaintiff re-alleges and incorporates herein by this reference each and every allegation
20 set forth in all previous paragraphs of the Complaint as if fully set forth herein.

21 53. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the
22 wages earned and unpaid at the time of discharge are due and payable immediately, and that if an
23 employee voluntarily leaves his employment, his or her wages shall become due and payable not later
24 than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous
25 notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of
26 quitting.

27 54. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
28 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the

1 wages of the employee shall continue as a penalty from the due date at the same rate until paid or until
2 an action is commenced; but the wages shall not continue for more than thirty (30) days.

3 55. Defendants failed to immediately pay accrued wages and other compensation due to
4 Plaintiff and other class members, and failed to pay accrued wages, including overtime wages and
5 other compensation due, at the time of Plaintiff's and other class members' separation or termination.

6 56. As a result, Plaintiff and other class members are entitled to back wages, prejudgment
7 interest, reasonable attorneys' fees and costs, civil penalties pursuant to California Labor Code §§ 203,
8 1194, 1197, and related statutes, the exact amounts of such damages will be proven at trial.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Provide Meal Periods**

11 **Cal. Lab. C. §§ 226.7, 512, *et seq.***

12 **(Against all Defendants)**

13 57. Plaintiff alleges and incorporates herein by this reference each and every allegation set
14 forth in all previous paragraphs of the Complaint.

15 58. California Labor Code §§ 512 and 226.7(a) prohibit an employer from requiring an
16 employee to work more than five hours per day without providing the employee with a meal period of
17 not less than 30 minutes; and after ten hours, without providing the employee with a second meal
18 period of not less than 30 minutes.

19 59. Defendants intentionally and consistently required Plaintiff and other class members to
20 work for extended periods of time, well over five hours, without providing the meal periods required
21 by law, thus violating California Labor Code §§ 512 and 226.7.

22 60. Pursuant to Labor Code § 226.7, Plaintiff and other class members have sustained
23 economic damages, including, but not limited to, unpaid wages and lost interest, in an amount
24 according to proof at trial, and are entitled to recover one-hour of premium pay for each day in which
25 a lawful meal period was not provided. Plaintiff and other class members are further entitled to
26 attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5.

27 ///

1 **SIXTH CAUSE OF ACTION**

2 **Failure to Provide Rest Periods**

3 **Cal. Lab. C. §§ 226.7, 512, *et seq.***

4 **(Against all Defendants)**

5 61. Plaintiff alleges and incorporates herein by this reference each and every allegation set
6 forth in all previous paragraphs of the Complaint.

7 62. California Labor Code §§ 512 and 226.7(a) prohibit an employer from requiring an
8 employee to work more than four hours per day without providing the employee with a 10-minute rest
9 period.

10 63. Defendants intentionally and consistently required Plaintiff and other class members to
11 work for extended periods of time, well over four hours, without providing the rest periods required
12 by law, thus violating California Labor Code §§ 512 and 226.7.

13 64. Pursuant to Labor Code § 226.7, Plaintiff and other class members have sustained
14 economic damages, including, but not limited to, unpaid wages and lost interest, in an amount
15 according to proof at trial, and are entitled to recover one-hour of premium pay for each day in which
16 a lawful meal period was not provided. Plaintiff and other class members are further entitled to
17 attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5.

18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Provide Accurate Wage Statements**

20 **Cal. Lab. C. §§ 226, *et seq.***

21 **(Against all Defendants)**

22 65. Plaintiff alleges and incorporates herein by this reference each and every allegation set
23 forth in all previous paragraphs of the Complaint.

24 66. Defendants intentionally and knowingly failed to provide Plaintiff and other class
25 members with timely and accurate wage and hour statements showing gross hours earned, total hours
26 worked, all deductions made, net wages earned, and all applicable hourly rates in effect during each
27 pay period and the corresponding number of hours worked at each hourly rate.

28 67. Defendants systemically failed to provide such wage statements with accurate

1 information and engaged in a policy of under-reporting and failing to pay for all hours actually worked
2 and/or unlawful rounding in violation of California Labor Code §226 and related statutes.

3 68. As a result of Defendants' violation of California Labor Code §226 and related statutes,
4 Plaintiff and other class members have suffered injuries and damages, including, but not limited to:
5 Plaintiff and other class members were not paid overtime they were entitled to; Plaintiff and other class
6 members were not provided meal and rest break premiums; Plaintiff and other class members were
7 not paid wages due; and the inaccuracy of actual hours worked makes it difficult for Plaintiff and other
8 class members to collect all wages due.

9 69. As a result of Defendants intentional failure to provide Plaintiff and other class
10 members with accurate and itemized wage statements, Plaintiff and other class members are entitled
11 to all available statutory penalties, costs, and attorneys' fees, including those provided in California
12 Labor Code §226(e), as well as all other available remedies.

13 **EIGHTH CAUSE OF ACTION**

14 **Failure to Indemnify for Business Expenses**

15 **Cal. Lab. C. §§ 2802**

16 **(Against all Defendants)**

17 70. Plaintiff alleges and incorporates herein by this reference each and every allegation set
18 forth in all previous paragraphs of the Complaint.

19 71. California Labor Code § 2802(a) requires an employer to "indemnify his or her
20 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
21 the discharge of his or her duties, or of his or her obedience to the directions of the employer."

22 72. Defendants routinely required Plaintiff and other class members to clock-in and -out
23 using their personal mobile devices. Defendants also required Plaintiff and other class members to use
24 their personal mobile devices to communicate with Defendants and clients.

25 73. At all relevant times, Defendants failed to reimburse Plaintiff and other class members
26 their his personal mobile and tablet devices expenses incurred for work-related activities.

74. As a result, Plaintiff and other class members are entitled to civil penalties pursuant to California Labor Code §§ 203, 1194, 1197, 2802, 2804 and related statutes and attorneys' fees and costs, the exact amounts of such damages will be proven at trial.

NINTH CAUSE OF ACTION

Unfair Competition

Cal. Bus. & Prof. C. §17200, *et seq.*

(Against all Defendants)

75. Plaintiff alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint.

76. California Business and Professions Code §17200 provides: “As used in this chapter, unfair competition shall mean and include any unlawful or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

77. Wage and hour laws express fundamental public policies. Providing employees with wages for all hours worked, rest breaks, and providing accurate itemized records are fundamental public policies of this State. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain a competitive advantage by failing to comply with minimum labor standards.

78. Through the conduct alleged herein, Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of California Business and Professions Code §17200, *et seq.*, depriving Plaintiff and other class members of rights, benefits, and privileges guaranteed to all employees in California.

79. Defendants engaged in multiple violations of the California Labor Code by failing to pay wages due to Plaintiff and other class members, failing to provide Plaintiff and other class members meal and rest periods/premiums and by failing to provide accurate and itemized statements to Plaintiff and other class members.

80. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of §17200 *et seq.*, of the California Business and Professions Code.

81. The acts of Defendants, as previously described above, were unfair, unlawful, and fraudulent as defined in California Business and Professions Code §17200, Such acts constitute an unfair business practice and unfair competition, thus violating California Business and Professions Code §17200 *et seq.* As a result, Defendants obtained valuable property, money and services from Plaintiff and other class members, including earned wages for all hours worked and have deprived him of valuable rights and benefits guaranteed by law, all to the detriment of Plaintiff and other class members and to the benefit of Defendants so as to allow Defendants to unfairly compete against competitors who comply with the law.

82. As a result of the foregoing conduct, Plaintiff and other class members are entitled to recover restitution damages in the form of payment of unlawfully withheld wages. Plaintiff and other class members are also entitled to recover reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5.

TENTH CAUSE OF ACTION

Failure to Permit Inspection of Employee Records

Labor Code §§ 226, 432, 1174, 1198.5

(Against All Defendants)

83. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

84. Labor Code § 226(b) and (c) requires an employer to allow inspection and copying of pay statement records within 21 days of a written or oral request. Section 226(f) and (h) further provides for a \$750 penalty payable to the employee for each violation and allows an employee to sue for injunctive relief and for an award of attorneys' fees and costs.

85. Labor Code § 432 requires an employer to provide an employee, upon request, a copy of any instrument signed by that employee in relation to obtaining or holding employment.

86. Cal. Labor Code § 1198.5 requires an employer to allow inspection and copying of personnel records within 30 days of a written request. The Section provides for a \$750 penalty payable

1 to the employee for failure to comply and allows an employee to sue for injunctive relief and to obtain
2 an award of costs and attorneys' fees

3 87. On or about January 4, 2023, Plaintiff, through counsel, sent Defendant a letter
4 requesting Plaintiff's personnel, payroll, benefits, and other records related to Plaintiff's employment
5 with Defendants citing Labor Code §§ 226(b), 432, and 1198.5. More than 30 days passed since
6 Defendant received the Records Request with no records having been provided by Defendants

7 88. Defendants have failed and refused to comply with Labor Code §§ 226, 432, 1998.5 by
8 refusing to permit Plaintiff to inspect or copy wage statements compliant with § 226 and records
9 relevant to her employment with Defendants.

10 89. Plaintiff is informed and believes and thereon alleges that, Defendants have committed
11 similar violations to others class members who have similarly requested employment records.

12 90. As a result of Defendants' unlawful acts, as described herein, Plaintiff and other class
13 members are entitled to recover a civil penalty of \$750 dollars, pursuant to Labor Code §§ 226(f) and
14 1198.5(k). Furthermore, as permitted under Labor Code §§ 226(h) and 1198.5(1), Plaintiff and other
15 class members seek an injunction compelling Defendants to permit her to inspect and/or copy all of
16 the employment and wage records maintained by Defendants, along with an award of reasonable
17 attorneys' fees and costs.

18 **ELEVENTH CAUSE OF ACTION**

19 **California Private Attorneys General Act, Labor Code § 2699, *et seq.***

20 **(Against all Defendants)**

21 91. Plaintiff refers to and incorporates herein by reference all of the above paragraphs as
22 though fully set forth herein.

23 92. Under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698-2699.5, an
24 aggrieved employee, on behalf of himself or herself and other current or former employees, may
25 recover penalties under any provision of the Cal. Labor Code that provides for civil penalties. These
26 penalties are in addition to any other relief available under the Cal. Labor Code.

1 93. As set forth above, Defendant has committed numerous violations for which the Labor
2 Code provides for penalties, including violations of Cal. Labor Code §§ 201, 202, 203, 204, 210, 226,
3 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197.1, and 1198.

4 94. Plaintiff and the other hourly-paid or non-exempt employees are “Aggrieved
5 Employees” as defined by California Labor Code section 2699(c) in that they are all current or former
6 employees of Defendants, and one or more of the alleged violations was committed against them.

7 26. On June 15, 2023, Plaintiff provided written notice by online submission to the LWDA
8 and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor Code alleged
9 to have been violated, including the facts and theories to support the alleged violations. Plaintiff has
10 not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff’s notice.
11 Accordingly, Plaintiff has exhausted administrative remedies as required by Cal. Labor Code § 2699.3.

12 27. As a direct result of Defendant’s conduct as described, Plaintiff is entitled to recover,
13 on her own behalf and on behalf of others similarly situated, the maximum civil penalties permitted
14 by the Private Attorneys General Act from Defendants for all violations of Labor Code §§ 200, 201,
15 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197.1, and 1198 as well as
16 reasonable attorney’s fees and costs.

17 28. Defendant’s conduct of violating the California Labor Code constitutes violations of
18 the PAGA. Therefore, Plaintiff requests penalties against Defendant under the provisions of PAGA
19 section 2699(f).

20 29. The proper measure of damages and penalties under the PAGA is all Aggrieved
21 Employees, whether a party to this action or not. Further, this claim needs no certification to proceed
22 with class-wide recovery. See *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 970-975.

23 30. Further, as a direct and proximate result of the conduct of Defendant, as set forth above,
24 Plaintiff and other Aggrieved Employees were forced to incur substantial attorney’s fees and costs
25 which are recoverable under California Labor Code Section 2699(g)(1).

26 ///

PRAYER

WHEREFORE, Plaintiff, individually, and on behalf of Aggrieved Employees and others similarly situated, prays for an award and judgment against Defendants, jointly and severally, as follows:

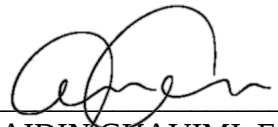
1. For such general, special, and liquidated damages in amounts to be proven at the time of trial;
2. For restitution of all monies due to Plaintiff and other class members, as well as disgorged profits from Defendants' unfair and unlawful business practices;
3. For payment of unpaid overtime compensation pursuant to Labor Code §§ 201, 510, 1194, the applicable industrial Welfare Commission Order, and the applicable 8 Code of Regulation sections;
4. For damages pursuant to Labor Code § 226;
5. For waiting time penalties pursuant to Labor Code §§ 201-203;
6. For declaratory relief;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code § 2699;
8. For preliminary and permanent injunctive relief enjoining Defendants from violating the relevant provisions of the California Labor Code and IWC Wage Order No. 4-2001 and from engaging in the unlawful business practices complained of herein;
9. For an award of interest, including prejudgment interest, at the legal rate;
10. For an award of reasonable attorneys' fees and costs on the applicable causes of action pursuant to California Labor Code §§ 226, 1194, 2699, and 2802, California Civil Code 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
11. For costs of suit incurred; and

///

1 12. For such other and further relief as the Court may deem just and appropriate.
2

3 DATED: October 10, 2023

STARPOINT, LC

4
5 By:  _____

AIDIN GHAVIMI, ESQ.

ILANA FINE, ESQ

Attorneys for Plaintiff,

MONICA DEL RIO, individually

and on behalf of all others similarly situated
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