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Attorneys for Plaintiff GERTRUDES CENTENO, as an individual, and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
CIVIL COMPLEX CENTER

GERTRUDES CENTENO, as an individual
and on behalf of all similarly situated
employees,

Plaintiff,

v.

MULTI TEAM SERVICES LLC, and DOES
1-50, inclusive,

Defendants.

Case No.: 30-2023-01305643-CU-OE-CXC

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

1. Failure to Pay All Wages, Including Minimum Wages and Overtime Wages (Labor Code §§ 510, 1194);
2. Failure to Timely Pay Wages at Separation (Labor Code §§ 201, 202, 203);
3. Failure to Keep Accurate Payroll Records (Labor Code § 1174, 226 (A), (E));
4. Failure to Reimburse Employees for Necessary Business Expenditures (Labor Code § 2802(A)); and
5. Unfair Business Practices (Bus. Prof. Code Section 17200 et. seq.)

DEMAND FOR JURY TRIAL

1 Plaintiff GERTRUDES CENTENO ("Plaintiff") on behalf of himself and all others
2 similarly situated, complains and alleges on information and belief, as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
5 represent ("Plaintiff Class") pursuant to California Code of Civil Procedure section 382. Plaintiff
6 Class consists of all non-exempt, hourly-paid employees currently and/or formerly employed by
7 Defendant MULTI TEAM SERVICES LLC, a California limited liability company operating in
8 good standing in California, and Defendant WSH MANAGEMENT, INC. ("Defendants") during
9 the Class Period. The term "Class Period" is defined as four (4) years prior to the filing of this
10 complaint through the date of judgment. Plaintiff reserves the right to amend this complaint to
11 reflect a different "Class Period" or "Plaintiff Class" as further discovery is conducted.

12 2. Plaintiff, individually, and on behalf of the class he seeks to represent, seeks relief
13 against Defendants for Defendants' practices of violating the applicable wage orders, the
14 applicable Code of Regulations, and California Labor Codes, including: (1) failure to pay all
15 wages, including minimum and overtime wages; (2) failure to timely pay wages at separation; (3)
16 failure to keep accurate payroll records; (4) failure to reimburse employees for necessary business
17 expenditures; and (5) unfair business practices as set forth more fully herein. These violations
18 concern current and past employees of Defendants.

19 3. At all relevant times herein, Defendants have consistently maintained and enforced
20 against Plaintiff and the Plaintiff Class the unlawful policies and practices set forth herein.

21 4. Plaintiff brings this lawsuit seeking injunctive, restitution, and monetary relief
22 against Defendants, and each of them, on behalf of Plaintiff, individually, and on behalf of all
23 aggrieved and similarly-situated employees to recover, among other things, unpaid wages and
24 benefits, interest, penalties, liquidated damages, attorney's fees, and costs pursuant to California
25 Labor Code sections 201, 202, 203, 204, 210, 226, subdivision (a), 226.3, 226.7, 227.3, 512, 1174,
26 1174.5, 1194, 1194.2, 1198, and 2802, California Code of Civil Procedure 1021.5, and provisions
27 of the applicable IWC Wage Order. Plaintiff reserves the right to name additional representatives
28 throughout the State of California.

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6. Defendants employ Plaintiff and numerous Class Members within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and the Class Members.

THE PARTIES

Plaintiff

8. Plaintiff was employed by Defendants from 2021 through in or around June 2022. At all relevant times herein, Plaintiff was employed by Defendants in a non-exempt hourly position as a handyman, and was entitled to compensation for all hours worked, including but not limited to minimum wages and overtime wages, as well as penalties from Defendants.

Plaintiff

8. Plaintiff was employed by Defendants from 2021 through in or around June 2022. At all relevant times herein, Plaintiff was employed by Defendants in a non-exempt hourly position as a handyman, and was entitled to compensation for all hours worked, including but not limited to minimum wages and overtime wages, as well as penalties from Defendants.

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant MULTI TEAM SERVICES, LLC is a California limited liability company. On information and belief, and based thereon, Plaintiff alleges that Defendant MULTI TEAM SERVICES, LLC is

conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant WSH MANAGEMENT, INC. is a California corporation. On information and belief, and based thereon, Plaintiff alleges that Defendant WSH MANAGEMENT, INC. is conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California

11. California law deems Defendant MULTI TEAM SERVICES, LLC and Defendant WSH MANAGEMENT, INC. to be joint employers of Plaintiff. Defendant WSH MANAGEMENT, INC. is deemed an employer because it exerted control over “the means and manner of [Plaintiff’s] performance”, daily work duties. See *McCoy v. Pacific Maritime Assn.*, 216.Cal.App.4th 283, 302 (2013). Defendant MULTI TEAM SERVICES, LLC is deemed an employer because it hired Plaintiff, had authority to fire Plaintiff, determined Plaintiff’s rate of pay, placed Plaintiff at his work sites, and paid Plaintiff as evidence by Defendant MULTI TEAM SERVICES, LLC being listed on Plaintiff’s wage statement.

12. California enacted Labor Code section 2810.3 which became effective January 1, 2015, and codifies previous court decisions holding that liability exists as an “employer” when a company utilizes the service of an employment agency. (“A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor...”). Thus, there is no question that Defendant MULTI TEAM SERVICES, LLC and Defendant WSH MANAGEMENT, INC. share liability for any claims related to Plaintiff’s employment

13. On information and belief, Defendants are, and were, the employer for Plaintiff and Plaintiff Class.

14. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendants are legally responsible for the payment of wages to Plaintiff and Plaintiff Class by virtue of their unlawful practices and

therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

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

16. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

17. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in part, within the course and scope of such employment and agency, with the express and implied permission, consent and knowledge, approval and/or ratification of the other Defendants. The above co-Defendants, managing agents, and supervisors aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

GENERAL ALLEGATIONS

18. Plaintiff and the Plaintiff Class are, and at all times relevant herein have been, non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of the applicable IWC California Wage Order.

1 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants’
2 policies and practices described herein are common across each of Defendants’ locations within
3 the State of California.

4 20. During the Class Period, the Defendants, required Plaintiff and Plaintiff Class to
5 work under a “Rounding Policy” that is not fair and neutral and resulted, over a period of time,
6 in failure to compensate the employees properly for all the time they have actually worked, in
7 violation of the various applicable Wage Orders, regulations and statutes, and the Defendants: (1)
8 Willfully failed and refused, and continue to fail and refuse to pay compensation for all hours
9 worked, including minimum wage and lawful overtime compensation to the Plaintiff Class; and
10 (2) willfully failed and refused, and continue to fail and refuse to pay due and owing wages
11 promptly upon termination of employment to Plaintiff and Plaintiff Class. Defendants’ uniform
12 policy resulted in failure to pay overtime and/or minimum wage for all work performed by
13 Plaintiff and Plaintiff Class.

14 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and Plaintiff Class were entitled to receive itemized
16 wage statements that accurately showed their actual hours worked, total hours worked, number
17 of hours worked at each hourly rate, gross and net wages earned, premium wages earned per
18 pay period, and the name and address of the legal entity that is the employer in accordance with
19 California law. In violation of the Labor Code, Plaintiff, and Class Members were not provided
20 with accurate itemized wage statements that accurately reported their gross and net wages
21 earned, total hours worked, premium wages earned, each applicable rate of pay in effect during
22 the pay period with the corresponding number of hours worked, and Defendants’ name and
23 address of the Defendants’ legal entity that is the employer, among other things.

24 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and certain Plaintiff Class were entitled to the timely
26 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
27 and certain Plaintiff Class did not receive payment of all minimum and overtime wages due,
28 among other things, within permissible time periods, upon separation of employment.

1 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and Plaintiff Class were entitled to receive business
3 reimbursements for necessary expenditures incurred in connection with the performance and
4 execution of their job duties. In violation of the Labor Code, Defendants required Plaintiff and
5 Plaintiff Class to use their personal cell phones, without reimbursement.

6 24. For at least four (4) years prior to the filing of this action and through to the
7 present, Plaintiff alleges that Defendants consistently maintained and enforced the following
8 unlawful practices and policies against its employees, in violation of California state wage and
9 hour laws.

10 25. Defendants have a consistent policy of not paying Plaintiff and Plaintiff Class
11 for all hours worked.

12 26. With respect to the Plaintiff Class who either were discharged, laid off, or
13 resigned, Defendants failed to pay them in accordance with the requirements of Labor Code
14 sections 201, 202, and 203.

15 27. Defendants failed to institute policies and procedures that ensured accurate
16 recording of all hours Plaintiff and Plaintiff Class worked during the class period.

17 28. Defendants instituted policies and procedures that offset the necessary costs of
18 doing business onto its employees. Plaintiff and Plaintiff class were required to utilize their
19 personal cell phones. Defendants failed to reimburse Plaintiff and Plaintiff's Class for the cost
20 of using their personal cell phones. Defendants required Plaintiff and Plaintiff class to take on
21 the burden of these expenses without reimbursement in violation of Labor Code section 2802.

22 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 currently employs, and during the relevant liability period has employed hundreds of employees
24 in the State of California in non-exempt positions.

25 30. At relevant times herein, Plaintiff and the Plaintiff Class were employed by
26 Defendants in non-exempt hourly positions.

27 31. On information and belief, Plaintiff alleges that Defendant's actions as described
28 throughout this complaint were willful.

32. Plaintiff, on behalf of himself and all other Plaintiff Class, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1174, 1194, and 2802, California Business and Professions Code section 17200 et seq., and Code of Regulations, Title 8, section 11000 et seq., seeking unpaid wages, penalties, injunctive, and other equitable relief, and reasonable attorneys' fees and costs.

33. Defendants have failed to comply with Labor Code section 226, subdivision (a) by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by Plaintiff and the Plaintiff Class. Plaintiff and Plaintiff Class are therefore entitled to penalties not to exceed four thousand dollars (\$4,000.00) for each employee pursuant to Labor Code section 226, subdivision (b).

34. Defendants have failed to comply with section 7 of the California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period wages earned pursuant to Labor Code section 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Plaintiff Class.

35. Plaintiff, on behalf of himself and Class Members, pursuant to Business and Professions Code sections 17200-17208, also seeks injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this complaint.

CLASS ALLEGATIONS

36. Plaintiff brings this action on behalf of himself and all others similarly situated as a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to represent Classes composed of and defined as follows:

a. All persons who are employed or have been employed by Defendants in the State of California as non-exempt, hourly-paid employees, and who, within the four years of the filing of this class action complaint to the present, who work, have worked, and/or have separated their employment from Defendants as non-exempt employees that were not paid their full and complete wages as a result of Defendants' failure to pay minimum wages and overtime wages.

1 and were subject to Defendants' practice and procedure of requiring temperature checks off the-
2 clock;

3 b. All persons who are employed or have been employed by Defendants in the State
4 of California as non-exempt, hourly-paid employees, and who, within the four years of the filing
5 of this class action complaint to the present, who work, have worked, and/or have separated
6 their employment from Defendants as non-exempt employees that were not paid their full and
7 complete wages as a result of Defendants' failure to pay minimum and overtime wages;

8 c. All persons who have been employed by Defendants in the State of California as
9 non-exempt, hourly-paid employees who, within the four years prior to the filing of this Class
10 Action Complaint to the present, separated their employment from Defendants and have not
11 been paid wages pursuant to Labor Code section 203 and are owed restitution for waiting time
12 penalties deriving from such wages;

13 d. All persons who are employed or have been employed by Defendants in the State
14 of California as non-exempt, hourly-paid employees, and who, within the four years prior to the
15 filing of this class action complaint to the present, have worked as non-exempt employees and
16 were not provided an accurate payroll record as required under Labor Code section 226 and
17 Labor Code section 1174;

18 e. All persons who are employed or have been employed by Defendants in the State
19 of California as non-exempt, hourly-paid employees, and who, within the four years of the filing
20 of this Class Action Complaint to the present, have worked and were not reimbursed for
21 necessary business expenditures incurred as a result of performing their work for Defendants
22 pursuant to Labor Code section 2802.

23 37. Plaintiff reserves the right under rule 3.764 of the California Rules of Court, to
24 amend or modify the class descriptions with greater specificity or further division into
25 subclasses or limitation to particular issues.

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

1 **A. Numerosity**

2 39. The potential members of each Class defined herein are so numerous that the
3 joinder of all the members of the Class is impracticable. While the precise number of Plaintiff
4 Class has not been determined at this time, Plaintiff is informed and believes that Defendants
5 currently employs, and during the relevant time period employed, hundreds of employees in
6 positions as Defendants' non-exempt employees in California, who are or have been affected
7 by Defendants' unlawful practices as alleged herein.

8 40. Accounting for employee turnover during the relevant periods necessarily
9 increases this number substantially. Upon information and belief, Plaintiff alleges Defendants'
10 employment records would provide information as to the number and location of all employees
11 within the Plaintiff Class. Joinder of all members of the proposed Classes is not practicable.

12 **B. Commonality**

13 41. Common questions of law and fact predominate over any questions affecting
14 only individual Class Members. These common questions of law and fact include, without
15 limitation:

16 42. Whether Plaintiff and Plaintiff Class are entitled to regular wages from
17 Defendants under applicable IWC Wage Orders, regulations and statutes for hours worked but
18 not paid;

19 43. Whether Defendants violated sections 201, 202, and 203 of the Labor Code by
20 failing to pay all earned wages and/or premium wages or return unlawfully deducted wages due
21 and owing at the time that any person in the Plaintiff Class employment with Defendants
22 terminated, voluntarily or involuntarily;

23 44. Whether Defendants failed to keep accurate payroll records and provide accurate
24 itemized paystubs in violation of Labor Code section 1174, 226 (A), (E);

25 45. Whether Defendants failed to Reimburse Employees for Necessary Business
26 Expenditures in violation of Labor Code section 2802, subdivision (A);

27 46. Whether Defendants violated section 17200 et seq. of the Business and
28 Professions Code, Labor Code sections 201, 202, 203, 351, 226.7, 1194, 1199, 1174, and

1 applicable IWC Wage Orders, which violation constitutes a violation of fundamental public
2 policy; and

3 47. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to
4 Business and Professions Code section 17200 et seq.

5 48. Plaintiff's claims are typical of the claims of the Plaintiff Class. Plaintiff and the
6 Plaintiff Class sustained injuries and damages arising out of and caused by Defendants'
7 common course of conduct in violation of California laws, regulations, and statutes as alleged
8 herein.

9 **C. Adequacy of Representation**

10 49. Plaintiff will fairly and adequately represent and protect the interests of the
11 Plaintiff Class. Counsel is competent and experienced in litigating employment class actions.

12 50. A class action is superior to other available means for the fair and efficient
13 adjudication of this controversy. Individual joinder of all each person in the Plaintiff Class is
14 not practicable, and questions of law and fact common to each Class predominate over any
15 questions affecting only individual members of the Class. Each member of the Plaintiff Class
16 has been damaged and is entitled to recovery by reason of Defendants' unlawful policies and
17 practices alleged in the complaint.

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

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES, INCLUDING MINIMUM AND OVERTIME**

24 **WAGES**

25 (Plaintiff and Plaintiff Class Against All Defendants)

26 52. Plaintiff incorporates all previous paragraphs of this complaint as though fully
27 set forth herein.

1 53. Plaintiff alleges that, Defendants maintained, and has maintained throughout the
2 Class Period, a consistent policy and practice of failing to pay wages, including minimum and
3 overtime wages due for hours actually worked.

4 54. Pursuant to Labor Code section 1182.12, notwithstanding any other provision of
5 the Labor Code, hourly minimum wage rates are set for all industries according to the statute.
6 Labor Code section 1194 requires that employers pay employees no less than minimum wage
7 for each hour worked.

8 55. Labor Code section 510, subdivision (a), mandates that any work in excess of
9 eight (8) hours in a workday and any work in excess of forty (40) hours in a workweek be
10 compensated at a rate of no less than one and one-half times the regular rate of pay.

11 56. Plaintiff alleges that Defendants maintained, and have maintained throughout the
12 Class Period, a consistent policy of failing to pay its employees for all hours worked.
13 Specifically, during the Class Period, the Defendants and each of them, required the Plaintiff and
14 Class members to work under a “Rounding Policy” that is not fair and neutral and resulted, over
15 a period of time, in failure to compensate the employees properly for all the time they have
16 actually worked, in violation of the various applicable Wage Orders, regulations and statutes, and
17 the Defendants: (1) Willfully failed and refused, and continue to fail and refuse to pay
18 compensation for all hours worked, including minimum wage and lawful overtime compensation
19 to the Plaintiff Class Members; and (2) willfully failed and refused, and continue to fail and refuse
20 to pay due and owing wages promptly upon termination of employment to Plaintiff and Plaintiff
21 Class Members. Defendants’ uniform policy resulted in failure to pay overtime and/or minimum
22 wage for all work performed by Plaintiff and Plaintiff Class.

23 57. As a result of Defendants’ unlawful acts, Plaintiff and Plaintiff Class have been
24 deprived of minimum and overtime wages, and compensation in amounts to be determined at
25 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’
26 fees, and costs, pursuant to Labor Code sections 1194 and 1199.

58. Defendants willfully violated the Labor Code with respect to meeting the requirements of paying all wages earned, including minimum and overtime wage, as alleged herein.

59. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the unpaid wages resulting from Defendants' minimum and overtime wage violations including interest thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent permissible including those permitted pursuant to Labor Code sections 1194 and 1194.2 and Code of Civil Procedure section 1021.5 and/or any other statute.

60. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and below.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Plaintiff and Plaintiff Class Against All Defendants)

61. Plaintiff incorporates by reference and realleges all previous paragraphs of this complaint as though fully set forth herein.

62. Labor Code section 1174, subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily, and the wages paid to, each employee. Labor Code section 226, subdivision (a) requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing.

63. Labor Code section 226, subdivision (e) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and

believes that Defendants willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

64. IWC Wage Orders require that every employer shall keep accurate information with respect to each employee, including time records showing when each employee begins and ends each work periods, the total daily hours worked by each employee and the total hours worked in each payroll period, and applicable rates of pay. Plaintiff alleges that Defendants willfully and intentionally failed to make and/or keep records which accurately reflect the hours worked by Plaintiff and Plaintiff Class. Specifically, Defendants' records do not reflect all hours worked, Plaintiff and Plaintiff Class worked overtime hours, but were not paid for those additional hours at the appropriate rate. In addition, Defendants failed to include its legal entity name and address on the wage statements issued to Plaintiff and the Plaintiff Class.

65. Plaintiff is informed and believes that Defendants' failure to keep accurate payroll records, as described above, violated Labor Code sections 1174, subdivision (d) and 226, subdivision (a), and the applicable wage order.

66. Plaintiff is informed and believes that Defendants' failure to keep and maintain accurate records and information, as described above, was willful, and Plaintiff and the Plaintiff Class are entitled to statutory penalties pursuant to Labor Code sections 226 and 1174.5.

67. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and below.

THIRD CAUSE OF ACTION

FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENDITURES

(Plaintiff and Plaintiff Class Against All Defendants)

68. Plaintiff realleges and incorporates by reference all preceding paragraphs of this complaint as though fully set forth herein.

69. Under California Labor Code section 2802, subdivision (a), an employer is legally to reimburse its employees for necessary business expenditures incurred as a result of performing their work.

1 and lawful overtime compensation and other premiums, as required by *Labor Code* §§ 201-203.
2 Defendants refused and/or failed to promptly compensate Plaintiff and Plaintiff Class wages owed
3 as a result of their failure to pay Plaintiff and Plaintiff Class both minimum wage and overtime
4 compensations and expense reimbursements. Pursuant to *Labor Code* § 203, such Plaintiff and
5 Plaintiff Class seek the payment of penalties pursuant to *Labor Code* § 203, according to proof.

6 **FIFTH CAUSE OF ACTION**

7 **VIOLATION OF UNFAIR COMPETITION LAW/UNFAIR-UNLAWFUL**
8 **BUSINESS PRACTICES**

9 (Plaintiff and Plaintiff Class against All Defendants)

10 78. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
11 complaint as though fully set forth herein.

12 79. Plaintiff brings this claim individually and on behalf of Class Members.

13 80. Business and Professions Code section 17204 allows “any person who has
14 suffered injury in fact and has lost money or property as a result of such unfair competition” to
15 prosecute a civil action for violation of the UCL.

16 81. Labor Code section 90.5, subdivision (a), states it is the public policy of
17 California to vigorously enforce minimum labor standards in order to ensure employees are not
18 required to work under substandard and unlawful conditions, and to protect employers who
19 comply with the law from those who attempt to gain competitive advantage at the expense of
20 their workers by failing to comply with minimum labor standards.

21 82. Beginning at an exact date unknown to Plaintiff, but at least since the date four
22 years prior to the filing of this suit, Defendants have committed acts of unfair competition as
23 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and
24 fraudulent business practices and acts described in this complaint including but not limited to
25 violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1174.5, 1175,
26 1194, and 2802 as well as other statutes.

1 83. The violations of these laws and regulations, as well as of the fundamental
2 California public policies protecting workers, serve as unlawful predicate acts and practices for
3 purposes of Business and Professions Code sections 17200 et seq.

4 84. As a result of these actions, Plaintiff, on information and belief, alleges that
5 Defendants are able to unfairly compete with other comparable companies in the State of
6 California in violation of Business and Professions Code sections 17000 et seq. and 17200 et
7 seq. Due to these unlawful, unfair and/or fraudulent business practices, Defendants have gained
8 a competitive advantage over other comparable companies doing business in the State of
9 California.

10 85. Plaintiff's success in this action will enforce important rights affecting the public
11 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on
12 behalf of himself.

13 86. Business and Professions Code section 17203 provides that a court may make
14 such orders or judgments as may be necessary to prevent the use or employment by any person
15 of any practice which constitutes unfair competition.

16 87. Business and Professions Code section 17203 provides that the Court may restore
17 to any person in interest any money or property that may have been acquired by means of such
18 unfair competition. Plaintiff and the Plaintiff Class are entitled to restitution pursuant to
19 Business and Professions Code section 17203 for wages and payments unlawfully withheld
20 from employees, including the losses alleged herein, during the four-year period prior to the
21 filing of this complaint. All remedies are cumulative pursuant to Business and Professions Code
22 section 17205.

23 88. Business and Professions Code section 17202 provides: "Notwithstanding
24 section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a
25 penalty, forfeiture, or penal law in a case of unfair competition." Plaintiff and Plaintiff Class
26 are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business
27 and Professions Code section 17202.

89. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action. This action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay attorney's fees from the recovery in this action. Attorney's fees are appropriate pursuant to Code of Civil Procedure section 1021.5 and otherwise.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

1. That the Court determines that this action may be maintained as a class action;
2. That Plaintiff be appointed the representative of each proposed Class, as appropriate;
3. That the attorneys of record for Plaintiff whose name appears in this complaint be appointed class counsel;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For penalties to the extent permitted pursuant to the Labor Code, Orders of the Industrial Welfare Commission, including, but not limited to, waiting time penalties under Labor Code section 203, and penalties under Labor Code sections 226, subdivision (e), 226.3, 210, 226.7, and 1174.5;
7. For attorneys' fees, interest, and costs of suit under Labor Code sections 218.5, 1194, and other applicable provisions of law outside the Labor Code; and
8. For such other and further relief as the Court deems just and proper.

Dated: April 6, 2023

MAHONEY LAW GROUP, APC



John Young, Esq.

Raleigh P. Dixon, Esq.

Attorneys for Plaintiff GERTRUDES CENTENO
as an individual, and on behalf of all employees
similarly situated

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Dated: April 6, 2023

Ralph Dixon

Raleigh P. Dixon, Esq.

Attorneys for Plaintiff GERTRUDES CENTENO
as an individual, and on behalf of all employees
similarly situated