

MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
Email: mmatern@maternlawgroup.com
Joshua D. Boxer (SBN 226712)
Email: jboxer@maternlawgroup.com
Clare E. Moran (SBN 340539)
Email: cmoran@maternlawgroup.com
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff
DEBRA GRAVES, individually and on
behalf of other persons similarly situated and
aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

DEBRA GRAVES, individually and on behalf
of other persons similarly situated and
aggrieved,

Plaintiff,

vs.

UNIVERSAL PROTECTION SERVICE LP,
DBA ALLIED UNIVERSAL SECURITY
SERVICES, a Pennsylvania corporation; and
DOES 1 through 50, inclusive,

Defendants.

C. STK-CV-VWT-2023- 11294

CLASS ACTION COMPLAINT:

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Pay Minimum Wages;
5. Failure to Pay All Wages Due to Discharged and Quitting Employees;
6. Failure to Maintain Required Records;
7. Failure to Furnish Accurate Itemized Wage Statements;
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties;
9. Unfair and Unlawful Business Practices.

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

FILED
SUPERIOR COURT
2023 OCT 26 AM 11:10
STEPHANIE BOHREK, CLERK
BY ADRIANA GAMBOA
DEPUTY

1 Plaintiff DEBRA GRAVES (“PLAINTIFF”), an individual, demanding a jury trial, on
2 behalf of herself and other persons similarly situated and aggrieved, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other similarly-situated
5 current and former non-exempt employees of Defendant UNIVERSAL PROTECTION
6 SERVICE LP, DBA ALLIED UNIVERSAL SECURITY SERVICES (“ALLIED
7 UNIVERSAL”) and DOES 1 through 50 inclusive (collectively, “DEFENDANTS”) in the State
8 of California during the relevant statutory period to recover penalties arising from
9 DEFENDANTS’ failure to provide employees meal and rest periods (or compensation therefore)
10 as required under California law, failure to provide minimum and overtime wages for all hours
11 worked, failure to timely pay wages during employment, failure to pay wages due upon
12 separation, failure to maintain required records, failure to provide accurate itemized wage
13 statements, and failure to indemnify employees for necessary expenditures and/or losses incurred
14 the discharge of their duties. PLAINTIFF also seeks penalties, interest, attorneys’ fees, costs and
15 expenses, and equitable, restitutionary and injunctive relief.

16 **JURISDICTION AND VENUE**

17 2. The Superior Court of the State of California has jurisdiction in this matter because
18 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
19 and residents of, and/or regularly conduct business in California. Further, no federal question is at
20 issue because the claims are based solely on California law.

21 3. Venue is proper in this judicial district and the County of San Joaquin, California
22 because DEFENDANTS maintain offices and facilities and transact business in the County of San
23 Joaquin, and DEFENDANTS’ illegal policies and practices which are the subject of this action
24 were applied, at least in part, to PLAINTIFF and other persons similarly situated in the County of
25 San Joaquin.

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PLAINTIFF

4. PLAINTIFF is a citizen and resident of the State of California. She began working for DEFENDANTS in Stockton, California as a mobile patrol officer in September 2011. PLAINTIFF’s employment ended in October 2022, but she was at all times material to this complaint employed by DEFENDANTS in the State of California as a non-exempt employee.

5. PLAINTIFF brings this action on behalf of herself and the following similarly situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to the filing of this action and ending at the time this action settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right to name additional class representatives.

DEFENDANTS

6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT ALLIED UNIVERSAL is, and at all times relevant hereto was, a Pennsylvania corporation. PLAINTIFF is further informed and believes, and thereon alleges, that ALLIED UNIVERSAL is authorized to and does conduct business in the State of California. Specifically, ALLIED UNIVERSAL maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in the County of San Joaquin, State of California.

7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and other CLASS MEMBERS’ injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to amend this Complaint to allege their true names and capacities of such DOE Defendants when ascertained.

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1 8. At all relevant times herein, DEFENDANTS were the joint employers of
2 PLAINTIFF and other CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
3 alleges, that at all times material to this Complaint DEFENDANTS were the alter egos, divisions,
4 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
5 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
6 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
7 Defendant, and each was the alter ego of the other.

8 9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
9 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
10 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
11 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
12 and other CLASS MEMBERS all wages earned and due, through methods and schemes which
13 include, but are not limited to, failing to pay overtime premiums; failing to provide rest and meal
14 periods; failing to properly maintain records; failing to provide accurate itemized statements for
15 each pay period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for
16 necessary expenditures; and requiring, permitting or suffering the employees to work off the
17 clock, in violation of the California Labor Code and the applicable Welfare Commission (“IWC”)
18 Orders.

19 10. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
20 of the acts and omissions alleged herein were performed by, and/or attributable to, all
21 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
22 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
23 and scope of said agency, employment and/or direction and control.

24 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
25 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
26 provision regulating minimum wages or hours and days of work in any order of the Industrial
27 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1994, or 2802.

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12. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

FACTUAL ALLEGATIONS

13. Throughout PLAINTIFF's employment, PLAINTIFF and other similarly situated and aggrieved employees were denied off-duty, uninterrupted meal and rest breaks. PLAINTIFF and other similarly situated aggrieved employees were given short meal breaks, provided meal breaks late (after the fifth hour of work for the first meal period and/or after the tenth hour of work for the second meal period), had their meal breaks interrupted, and/or were denied their meal breaks entirely.

14. Similarly, DEFENDANTS consistently failed to authorize and permit PLAINTIFF and other similarly situated and aggrieved employees off-duty rest breaks, including failing to authorize and permit PLAINTIFF and other similarly situated aggrieved employees to take rest breaks in the middle of each work period insofar as practicable.

15. DEFENDANTS did not compensate PLAINTIFF and other similarly situated and aggrieved employees for their missed meal and rest breaks.

16. Further, PLAINTIFF and other similarly situated and aggrieved employees often worked either more than 8 hours per day and/or more than 40 hours per week, but DEFENDANTS did not compensate them for their overtime work.

17. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS' frequently provided non-compliant, inaccurate wage statements and failed to properly maintain records for PLAINTIFF and other similarly situated and aggrieved employees as a result of these unlawful practices. Moreover, DEFENDANTS did not timely pay PLAINTIFF and other similarly situated and aggrieved employees for all hours worked when it failed to pay for the missed meal and rest break periods, overtime wages, and/or for forcing PLAINTIFF and other similarly situated and aggrieved employees to work off-the-clock without pay.

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18. Additionally, PLAINTIFF and other similarly situated and aggrieved employees were forced to pay out of pocket for business expenses such as cell phones, gas, and other employment-related expenses. DEFENDANTS did not indemnify PLAINTIFF and other similarly situated and aggrieved employees for these expenses.

CLASS ACTION ALLEGATIONS

19. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. PLAINTIFF's claims are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF will fairly and adequately protect the interest of all CLASS MEMBERS because it is in her best interest to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

e. A class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

4 **(Against all DEFENDANTS)**

5 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 factual allegations in the foregoing paragraphs.

7 21. During the CLASS PERIOD, as part of DEFENDANTS' illegal policies and
8 practices to deprive their current and former non-exempt employees all wages earned and due,
9 DEFENDANTS required, suffered or permitted PLAINTIFF and CLASS MEMBERS to take less
10 than the 30-minute meal period, or to work through them, and have failed to otherwise provide
11 the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to Labor Code §§
12 226.7 and 512 and IWC Order No. 5-2001, § 11.

13 22. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
14 Order No. 5-2001, §11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
15 not provided with a meal period, in accordance with the applicable IWC Wage Order, one
16 additional hour of compensation at each employee's regular rate of pay for each workday that a
17 meal period was not provided.

18 23. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
19 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
20 MEMBERS for all hours worked during their meal periods.

21 24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, interest, penalties, expenses, and costs of suit.

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1 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
2 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
3 on the seventh consecutive day of work in any workweek.

4 31. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
5 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
6 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
7 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
8 foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to
9 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor
10 Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, suffering or permitting
11 PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
12 PLAINTIFF and CLASS MEMBERS to work through meal breaks; illegally and inaccurately
13 recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly
14 maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized
15 wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

16 32. In violation of California law, DEFENDANTS have knowingly and willfully
17 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
18 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
19 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
20 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
21 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
22 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

23 33. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
24 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
25 §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
26 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
27 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
28 expenses, and costs of suit.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

3 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

4 **(Against all DEFENDANTS)**

5 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 factual allegations in the foregoing paragraphs.

7 35. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
8 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
9 worked in a payroll period is unlawful.

10 36. During the CLASS PERIOD and in violation of California Labor Code §§ 1194
11 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and
12 CLASS MEMBERS the applicable minimum wages for all hours worked in a payroll period by,
13 among other things: requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to
14 work off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to
15 work through meal and rest breaks; illegally and inaccurately recording time in which
16 PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and
17 CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
18 PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

19 37. DEFENDANTS' conduct described herein violates California Labor Code §§
20 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
21 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
22 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
23 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
24 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
25 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Labor Code § 201, 202, 203]**

4 **(Against all DEFENDANTS)**

5 38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 factual allegations in the foregoing paragraphs.

7 39. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 40. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
12 required to pay all accrued wages due to an employee no later than 72 hours after the employee
13 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 41. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
17 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
18 compensation to the employee at the same rate for up to 30 workdays.

19 42. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
20 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
21 California Labor Code §§ 201 and 202.

22 43. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
24 together with interest thereon, as well as other available remedies.

25 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
27 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
28 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant

1 to California Labor Code §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Maintain Required Records**

4 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 factual allegations in the foregoing paragraphs.

8 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
9 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
10 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
11 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to
12 the following records: total daily hours worked by each employee; applicable rates of pay; all
13 deductions; meal periods; time records showing when each employee begins and ends each work
14 period; and accurate itemized statements.

15 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
16 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
17 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
18 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
19 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
20 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
21 provided in California Labor Code § 226(e), as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 **[Cal. Labor Code § 226(a), 1174; IWC Wage Order No. 5-2001, § 7]**

4 **(Against all DEFENDANTS)**

5 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 factual allegations in the foregoing paragraphs.

7 49. During the CLASS PERIOD, DEFENDANTS routinely failed and continue to fail
8 to provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage
9 statements in writing showing each employee's gross wages earned, total hours worked, the
10 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
11 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
12 employee is paid, the name of the employee and only the last four digits of his or her social
13 security number or employee identification number, the name and address of the legal entity or
14 entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect
15 during each pay period and the corresponding number of hours worked at each hourly rate, in
16 violation of California Labor Code § 226(a) and IWC Wage Order No. 5-2001, § 7.

17 50. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
18 to provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage
19 statements in accordance with Labor Code § 226(a).

20 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,
21 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
22 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
23 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
24 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
25 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
26 California Labor Code § 226(e), as well as other available remedies.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures**

3 **Incurred in Discharge of Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 52. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 factual allegations in the foregoing paragraphs.

8 53. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

11 54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for cell phone usage, and other
15 employment-related expenses, in violation of California Labor Code § 2802.

16 55. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 *et seq.*]**

4 **(Against all DEFENDANTS)**

5 56. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 factual allegations in the foregoing paragraphs.

7 57. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
10 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
11 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
12 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
13 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
14 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
15 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
16 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
17 under California Business and Professions Code § 17200 *et seq.*

18 58. DEFENDANTS' violations of California wage and hour laws constitute a business
19 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
20 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
21 CLASS MEMBERS.

22 59. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
23 rest periods, and other benefits as required by the California Labor Code, the California Code of
24 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
25 record, report, and pay the correct sums of assessment to the state authorities under the California
26 Labor Code and other applicable regulations.

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60. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

61. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

TENTH CAUSE OF ACTION

Representative Action for Civil Penalties

[Cal. Labor Code §§ 2698–2699.5]

(Against All DEFENDANTS)

62. PLAINTIFF incorporates herein by specific reference as though fully set forth the allegations in all preceding paragraphs.

63. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS and the alleged violations of the California Labor Code were committed against PLAINTIFF and CLASS MEMBERS.

64. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seek to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,

226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

65. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on July 1, 2022 by online filing to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated, respectfully prays for relief against DEFENDANTS as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 5-2001;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

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1 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
2 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
3 provision providing for pre-judgment interest;

4 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
5 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
6 providing for attorneys' fees and costs;

7 10. For declaratory relief;

8 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
9 Seventh, Eighth, and Ninth Causes of Action as a class action;

10 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
11 counsel as class counsel; and

12 13. For such further relief that the Court may deem just and proper.

13
14 DATED: October 26, 2023

Respectfully submitted,

15 **MATERN LAW GROUP, PC**

16
17 By: _____

18 Matthew J. Matern
19 Joshua D. Boxer
20 Clare E. Moran
21 Attorneys for Plaintiff
22 DEBRA GRAVES, individually and on
23 behalf of other persons similarly situated and
24 aggrieved
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DATED: October 26, 2023

MATERN LAW GROUP, PC

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