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ERIKA PINEDA,
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ERIKA PINEDA, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

AVANTGARDE SENIOR LIVING, a
California corporation, and DOES 1-50,
inclusive,

Defendant.

Case No.: 23STCV22796

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay For All Hours Worked, Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice Per Month**
- 3. Failure to Pay Wages Due Upon Termination**
- 4. Failure to Provide Rest Breaks**
- 5. Failure to Provide Uninterrupted Meal Breaks**
- 6. Failure to Reimburse for Required Business Expenses**
- 7. Failure to Provide Accurate Itemized Wage Statements & Violation of Record-Keeping Requirements**
- 8. Unlawful Business Practices Bus & Prof. Code §17200**

JURY TRIAL DEMANDED

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

3 NATURE OF THE ACTION

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

9 2. Defendant AVANTGARDE SENIOR LIVING, provides assisted living residences in
10 California. Plaintiff ERIKA PINEDA worked for Defendant as a housekeeper as an hourly, non-
11 exempt employee until June 20, 2023. Plaintiff and the proposed class earn at or near minimum
12 wage.

13 3. As described further below, Defendant has violated the California Labor Code by (1)
14 failing to pay for all hours worked, including overtime hours worked (§218, 510, 558, 1194, 1197,
15 1198, 1199, Wage Order); (2) failing to pay all wages owed twice per month (§204, 210); (3)
16 failing to pay wages due upon termination (§201, 202, 203, 256); (4) failing to provide rest breaks
17 (§226, 226.7, 512, 558, 1198); (5) failing to provide uninterrupted meal breaks (§226, 226.7, 512,
18 558, 1198); (6) failing to reimburse for required business expenses (§1198, 2802); (7) failing to
19 provide accurate itemized wage statements and violating record keeping requirements (§226, 246,
20 248, 1174, 1174.5) and; (8) unlawful and unfair business practices (Bus. & Prof. Code §17200, et.
21 seq.).

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

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

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

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

THE PARTIES

8. Plaintiff ERIKA PINEDA is an individual who resides in California and worked for Defendant.

9. Defendant AVANTGARDE SENIOR LIVING, is a California corporation doing business in California with the capacity to sue and to be sued and doing business, in Los Angeles County, State of California. Defendant exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

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

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

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

9 **JURISDICTION AND VENUE**

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

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

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

22 **GENERAL ALLEGATIONS**

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

27 16. Defendant required employees to arrive prior to their shifts and participate in off the
28 clock COVID screenings prior to clocking in. Plaintiff and class members were also frequently

1 interrupted with work during their unpaid meal periods. Defendant's failure to pay for all hours
2 worked, including overtime, resulted in a payment of less than the minimum wage for all hours
3 worked.

4 17. Defendant also failed to pay employees all wages owed twice per month.

5 18. Defendant also failed pay employees who are no longer employed by it all
6 compensation due upon termination of employment.

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

9 20. Defendant failed to maintain a policy and practice that provides its employees with
10 uninterrupted meal breaks as required by California law.

11 21. Plaintiff and other employees were also required to use her personal cell phone for
12 work purposes and were not reimbursed for it.

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

15 23. Based upon the above allegations, Defendant engaged in unfair competition.

16 **CALIFORNIA CLASS ACTION ALLEGATIONS**

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

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

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

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

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

4 29. Proposed Sub-classes:

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

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

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

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

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

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

- 23 i. Whether Defendant violated wage and hour laws by failing to pay overtime
24 wages;
- 25 ii. Whether Defendant violated wage and hour laws by failing pay all wages
26 owed twice per month;
- 27 iii. Whether Defendant violated wage and hour laws by failing pay all wages due
28 upon termination;

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

35. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation

1 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
2 actions impracticable given the expenses and burdens associated with seeking individual relief.
3 Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity
4 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
5 employees who rely on their wages and requiring that each individual take time away from work
6 to prosecute individual actions would be inequitable and result in undue hardship for the individual
7 Class members and their families. Public policy favors efficient resolution of their claims and
8 uniform enforcement of California Labor laws against entities skirting their legal obligations at the
9 expense of a vulnerable working population.

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

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

21
22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY FOR ALL HOURS WORKED INCLUDING OVERTIME HOURS**
24 **WORKED**

25 Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, Wage Order 5

26 (Plaintiff Against All Defendants)

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

39. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 218, 510, 558, 1194, 1197, 1198, 1199, Wage Order 5.

40. Off the Clock Hours Worked and Unpaid Overtime. Section 2(K) of Wage Order 5 defines "hours worked" as "the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so."

41. Defendant would require Plaintiff and Class Members to arrive prior to their shifts and participate in off the clock COVID screenings prior to clocking in. Plaintiff and Class Members were also frequently interrupted with work during their unpaid meal periods.

42. Failure to Pay Wages- Required Minimum Wage. Defendant failed to pay Plaintiff and class members for all hours worked as a result of Defendant's practice of requiring off the clock COVID health screenings and requiring work off the clock during meal breaks. Based on Defendant's unlawful conduct described above, and because Plaintiff and the class members were paid at or near minimum wage, Defendant's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 5-2001 4(B).

43. Plaintiff and class members have been employed under conditions prohibited by the wage order, and thus Defendant has also violated §§1198 and 1199.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH

Cal. Lab. Code §§204, 210

(Plaintiff Against All Defendants)

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

45. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 204 and 210.

46. Defendant was required to pay Plaintiff and class members all wages earned twice during each calendar month pursuant to Labor Code §204(a).

1 47. Defendant failed to pay all wages earned to employees as a result of the unlawful
2 employment policies and practices discussed herein. As a result of these practices, Plaintiff and
3 Class Members were underpaid for hours worked, including overtime and penalty wages, and this
4 underpayment resulted in a failure to pay all wages owed twice per month.

5 **THIRD CAUSE OF ACTION**

6 **FAILING TO PAY WAGES DUE UPON TERMINATION**

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

8 (Plaintiff Against All Defendants)

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

11 49. Defendant's conduct described in this complaint violates the provisions of Labor Code
12 §§ 201, 202, 203, 256.

13 50. An employee who is discharged must be paid all of his or her wages immediately at
14 the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant
15 knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time
16 employment terminated. Defendant willfully failed to pay employees who are no longer employed
17 by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201
18 and 202. Plaintiff, for example, was not paid her final wages until six days following her
19 termination.

20 51. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30)
21 days of pay as waiting time under the terms of §203.

22 **FOURTH CAUSE OF ACTION**

23 **FAILING TO PROVIDE REST BREAKS**

24 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198

25 (Plaintiff Against All Defendants)

26 52. Plaintiff incorporates by reference in this cause of action each allegation of the
27 preceding paragraphs as though fully set forth herein.
28

1 53. Defendant's conduct described in this complaint violates the provisions of Labor Code
2 §§ 226, 226.7, 512, 558, 1198.

3 54. Defendant has failed to maintain a compliant rest period policy and practice that
4 provides its employees with off-duty rest periods as required by California law.

5 55. Plaintiff reports that she and Class Members often missed rest periods as a result of
6 Defendant's staffing and business practices, requiring that they work straight through their shifts.

7 56. Rest periods were either less than ten minutes, not provided, interrupted or late, "on
8 duty", or not scheduled before and after a meal period for shifts greater than six hours, as
9 prescribed by California law because Defendant: (1) did not account for all hours worked that were
10 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
11 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
12 inform and train employees about when, where and how to take timely and uninterrupted ten-
13 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
14 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
15 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
16 break policy.

17 57. Defendant chronically understaffed its facilities, failing to schedule a sufficient number
18 of employees to allow Plaintiff and her coworkers to take rest breaks. Paying only minimum wage,
19 for a small cost Defendant could have provided sufficient relief workers but chose instead to
20 require employees to forego their breaks, not permitting them to leave or take a much-needed break
21 from their duties.

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

1 **FIFTH CAUSE OF ACTION**

2 **FAILING TO PROVIDE UNINTERRUPTED MEAL BREAKS**

3 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198

4 **(Plaintiff Against All Defendants)**

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

7 60. Defendant's conduct described in this complaint violates the provisions of Labor Code
8 §§ 226, 226.7, 512, 558, 1198.

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

19 62. Although the meal period was often the only break in the shift Plaintiff and class
20 members received, it was frequently late, interrupted, or cut short.

21 63. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
22 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
23 (2) did not adequately inform and train employees about their rights to meal periods and premium
24 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
25 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
26 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
27 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
28 refused to offer, permit, or enforce a lawfully compliant meal period policy, and/or (6) because

1 Defendant used invalid meal period waivers. Plaintiff and Class Members were not paid a premium
2 payment, paid as an hour's wage when meal periods were not given to them in compliance with
3 California law.

4 **SIXTH CAUSE OF ACTION**

5 **FAILING TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

6 Cal. Labor Code §§ 1198, 2802

7 **(Plaintiff Against All Defendants)**

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

10 65. Defendant's conduct described in this complaint violates the provisions of Labor Code
11 §§ 1198, 2802.

12 66. Labor Code §2802 requires employers to indemnify employees for necessary
13 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
14 Plaintiff and Class Members used their personal cell phone for work purposes and were required
15 to regularly use the phones to clock in and out as well as to communicate via text and phone calls
16 with supervisors. Defendant failed to pay any amount for the required use of Plaintiff and class
17 members' personal phones.

18 **SEVENTH CAUSE OF ACTION**

19 **FAILING TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS &**
20 **VIOLATION OF RECORD KEEPING REQUIREMENTS**

21 Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5

22 **(Plaintiff Against All Defendants)**

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

25 68. Defendant's conduct described in this complaint violates the provisions of Labor Code
26 §§ 226, 246, 248, 1174, 1174.5.

27 69. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
28 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and

1 keep accurate records as required by §1174(d). Wage statements issued to Plaintiff and class
2 members fail to reflect the actual hours, including overtime hours, worked by employees.

3 70. Wage statements fail to state meal and rest penalty wages, and reimbursements for
4 business expenses.

5 71. Such failures caused injury to Plaintiff and others, by, among other things, impeding
6 them from knowing the total hours worked and the amount of wages to which they are and were
7 entitled. Defendant knowingly and intentionally failed to list all the items described above.

8 **EIGHTH CAUSE OF ACTION**

9 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

10 California Business and Professions Code section 17200, et seq.

11 **(Plaintiff Against All Defendants)**

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

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

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

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

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

27 77. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
28 by this Court, will continue to engage in the unlawful business practices described above in

1 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
2 public.

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

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

8 80. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
9 Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged
10 herein, that were withheld and retained by Defendant during a period that commences four years
11 prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring
12 Defendant to comply with all provisions of California labor law, including properly paying the
13 lawful rate of pay for all hours worked, providing rest periods to all workers as defined herein,
14 timely paying due wages upon termination, maintaining accurate wages statements and payroll
15 records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure
16 § 1021.5 and other applicable law, and costs.

17 REQUEST FOR RELIEF

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

- 20 A. That the Court determine that this action may be maintained as a class action
21 under Code of Civil Procedure § 382;
- 22 B. Provision of class notice to all members of the Class;
- 23 C. That Defendant is found to have violated the above-referenced provisions of the
24 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and
25 relevant subclass Members;
- 26 D. For compensatory damages, in an amount according to proof at trial, with
27 interest thereon;
- 28 E. For compensation for not being paid all wages twice per month;

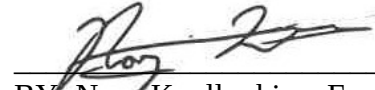
- 1 F. For compensation for not paid all wages due upon termination;
- 2 G. For compensation for not being provided proper rest breaks;
- 3 H. For compensation for not being provided proper meal breaks;
- 4 I. For compensation for not being reimbursed for required business expenses;
- 5 J. For compensation for not being paid penalty wages;
- 6 K. That Defendant's actions are found to be willful and/or in bad faith to the extent
- 7 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
- 8 willful failure to pay all compensation owed at the time of separation to Plaintiff
- 9 and Class Members no longer employed by Defendant;
- 10 L. That Plaintiff and Class Members receive penalties for Defendant's violation of
- 11 §226 and 1174 of the California Labor Code for willful failure to provide and
- 12 maintain the required accurate and itemized wage statements;
- 13 M. That Plaintiff and Class Members receive an award in the amount of unpaid
- 14 wages owed, including interest thereon, and penalties as provided in the Labor
- 15 Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and
- 16 558, subject to proof at trial;
- 17 N. That Plaintiff and Class Members receive damages pursuant to §§248.5 in
- 18 addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code
- 19 § 218.5 and CCP 1021.5;
- 20 O. That Defendant be ordered to pay restitution to Plaintiff and Class Members for
- 21 amounts acquired through Defendant's unlawful activities pursuant to Business
- 22 and Professions Code §§ 17200-05 and enjoined to cease and desist from
- 23 unlawful and unfair activities in violation of California Business and
- 24 Professions Code § 17200 et. seq.;
- 25 P. That Plaintiff and Class Members receive an award of reasonable attorneys'
- 26 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
- 27 218.5, and 1194 and/or applicable laws;
- 28

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

3 R. That the Court order further relief, in law and equity, as it deems appropriate
4 and just.

5
6 DATED: September 20, 2023

KOUL LAW FIRM

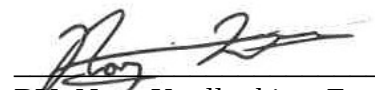
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8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff ERIKA PINEDA and
10 putative class members
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12

13 ***DEMAND FOR JURY TRIAL***

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

16
17 DATED: September 20, 2023

KOUL LAW FIRM

18 
19 BY: Nazo Koulloukian, Esq.
20 Attorneys for Plaintiff ERIKA PINEDA and
21 putative class members
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