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SASHA ALVARADO and GIOVANA LUCERO

Assigned for All Purposes

Judge Lon F. Hurwitz

Dept. CX103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

(UNLIMITED JURISDICTION)

SASHA ALVARADO and GIOVANA
LUCERO,

Plaintiffs,

vs.

IVY COTTAGES, INC., a California
corporation; CARMEN RODRIGUEZ, an
individual; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 30-2023-01358040-CU-OE-CXC

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 9) Retaliation Under Labor Code Section 98.6;
- 10) Retaliation Under Labor Code Section 1102.5;
- 11) Retaliation Under Labor Code Section 6310;
- 12) Retaliation Under Labor Code Section 6311;

- 13) Wrongful Termination in Violation of Public Policy; and
14) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

JURY TRIAL DEMANDED

COME NOW Plaintiffs, Sasha Alvarado (“Alvarado”) and Giovana Lucero (“Lucero”) (hereafter “Plaintiffs”), and complain and allege as follows:

INTRODUCTION

1. Plaintiffs bring this action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), the Business and Professions Code, and public policy against Ivy Cottages, Inc., a California corporation; Carmen Rodriguez, an individual; and DOES 1 to 25, inclusive, (collectively “Ivy Cottages” or “Defendants”).

2. As set forth in more detail below, Plaintiffs allege that Defendants are liable to them, the State of California, and other similarly situated aggrieved current and former non-exempt hourly employees who worked for Defendants in California at any time during the relevant time period pursuant to California Labor Code section 2698, *et. seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”), for civil penalties and other related relief. These claims are based on Defendants’ alleged failures to: (1) pay all wages earned for all hours worked at the correct rates of pay; (2) provide all rest breaks and meal periods; (3) indemnify for business expenses; (4) provide accurate and complete written wage statements; (5) timely pay wages during and upon termination of employment; and (6) fairly compete. Plaintiffs also have individual claims against Defendants for unpaid wages, unreimbursed expenses, retaliation, and wrongful termination in violation of public policy (Lucero). Accordingly, Plaintiffs now seek to recover unpaid wages, compensatory damages, civil penalties, punitive damages, and related relief through this action.

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1 9. Based on Plaintiffs' information and belief, Defendant Carmen Rodriguez is a
2 natural person, and an owner, director, officer, and/or managing agent of Ivy Cottages, Inc.,
3 who directly or indirectly, or through her agent, employed or exercised control over the wages,
4 hours, or working conditions of Plaintiffs and the Aggrieved Employees (defined below).
5 Therefore, she is liable to Plaintiffs and the Aggrieved Employees for her violations of, or
6 causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1194, and 2802 pursuant
7 to Labor Code section 558.1.

8 10. The "Aggrieved Employees" are all current and former non-exempt or hourly
9 paid employees who worked for Defendants in California during the relevant time period
10 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
11 General Act of 2004 ("PAGA").

12 11. Plaintiffs are ignorant of the true names, capacities, relationships, and extents of
13 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
14 are informed and believe and thereon allege that said defendants are legally responsible for the
15 wrongful conduct alleged herein and therefore sue these defendants by such fictitious names.
16 Plaintiffs will amend the Complaint to allege the true names and capacities of the DOE
17 defendants when ascertained.

18 12. Plaintiffs are informed and believe and thereon allege that, at all relevant times
19 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
20 remaining Defendants, and in doing the things hereinafter alleged, were acting within the
21 course and scope of such agency or employment, and with the approval and ratification of each
22 of the other Defendants.

23 13. Plaintiffs are informed and believe and thereon allege that each and every one of
24 the acts and omissions alleged herein were performed by, and/or are attributable to, all
25 Defendants, each acting as agents and/or employees, and/or under the direction and control of
26 each of the other Defendants, and that said acts and failures to act were within the course and
27 scope of said agency, employment, and/or direction and control.

28 14. At all relevant times, in perpetrating the acts and omissions alleged herein,

1 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
2 lack of a practice which resulted in Defendants not paying Plaintiffs and the Aggrieved
3 Employees in accordance with applicable California labor laws as alleged herein.

4 **GENERAL ALLEGATIONS**

5 15. Defendants first began to employ Plaintiff Alvarado in or around 2019 to work
6 as a caregiver at all three Ivy Cottages residential care locations in Fountain Valley, California
7 – 9856 Mariposa Ave; 16827 Mount Eden Street; and Mount Eden Street. Alvarado’s latest
8 rate of pay is \$15.50 per hour. During the first two years of her employment, Alvarado worked
9 36-hour shifts. Alvarado generally works five days a week from 7:00 a.m. to 7:00 p.m.
10 (recently reduced by ownership in retaliation for Alvarado’s complaints – discussed below).

11 16. Defendants first began to employ Plaintiff Lucero in or around August 2022 to
12 work as a caregiver at all three of its residential care facilities in Fountain Valley, California –
13 9856 Mariposa Ave; 16827 Mount Eden Street; and Mount Eden Street. Lucero’s latest rate of
14 pay was \$15.50 per hour. Lucero generally worked five days a week from 7:00 p.m. to 7:00
15 a.m. Throughout her employment tenure, Plaintiff Lucero also worked 12-hour and 36-hour
16 shifts once or twice per week. Defendants terminated Lucero’s employment on or around June
17 14, 2023.

18 17. At all relevant times, Defendants issued wages to Plaintiffs and all of the
19 other Aggrieved Employees on a biweekly basis and paid them by the hour (mostly paid them
20 by the day). At all relevant times, Defendants classified Plaintiffs and all of the other
21 Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code
22 and the Wage Order.

23 18. Defendants failed to pay Plaintiffs and the other Aggrieved Employees
24 for all time worked or subject to its control. Plaintiffs and the other Aggrieved Employees
25 worked “off the clock” in that the company had a policy and practice of rounding down work
26 hours which led to Plaintiffs and others not being paid for all hours worked, which would
27 include the minimum wage. Although Defendants issued paystubs to Alvarado, Lucero and the
28 Aggrieved Employees, listing an hourly rate of pay, the actual wages they earned was

1 calculated differently. Defendants paid Plaintiffs and the Aggrieved Employees \$140.00 per
2 day, regardless of the amount of hours worked, even if they worked shifts that exceeded 13-14
3 hours. Often times, Plaintiffs and the other Aggrieved Employees had to return money back to
4 the owner, Carmen Rodriguez, after receiving their paychecks. It is important to note that
5 Defendants did not have a time keeping system in place. Instead, Defendants required Plaintiffs
6 and the Aggrieved Employees to sign a document which stated they have only worked 10 days
7 during the two-week period. Any additional shifts or time worked was not documented.
8 Defendants also instructed Plaintiffs and the Aggrieved Employees to perform necessary work
9 duties after their shift was over, including but not limited to helping residents with their needs
10 until the next shift arrived. Defendants failed to compensate Plaintiffs and the Aggrieved
11 Employees for this work performed off-the-clock. Moreover, to the extent Plaintiffs and the
12 Aggrieved Employees worked through their meal periods and those meal periods were
13 interrupted, they were not compensated for that time, which would be akin to a minimum wage
14 violation.

15 19. Due to the above “off the clock” violations, Defendants failed to pay
16 Plaintiffs and the Aggrieved Employees properly-calculated overtime and doubletime wages.
17 The Aggrieved Employees’ actual work hours, which included the “off the clock” work as
18 described above, entitled them to overtime and doubletime, however, it was not company
19 policy to keep accurate track of all hours worked and to pay employees the accurate amount of
20 overtime and doubletime, especially since the “off the clock” work was not factored into the
21 equation. Furthermore, any incentive payments and/or bonus payments were not factored into
22 employees’ regular rate of pay for purposes of deciphering the correct overtime rate of pay,
23 premium wages for missed meal and rest breaks, and sick leave wages.

24 20. Defendants failed to provide all compliant meal periods and authorize and
25 permit all compliant rest periods to which Plaintiffs and the other Aggrieved Employees were
26 entitled. Due to the workload and failure to hire sufficient staff members, Plaintiffs and the
27 Aggrieved Employees would not be able to take a timely, uninterrupted, 30-minute off-duty
28 meal period within the first five hours of work. Similarly, Plaintiffs and the other Aggrieved

1 Employees were not able to take their 10-minute rest breaks due to the workload. Even when
2 they tried to take rest and meal periods, other Defendants caregivers and/or residents would
3 interrupt them with requests for assistance or other work matters. During her employment
4 tenure, Plaintiff Lucero never took her meal periods and never took rest breaks as she was the
5 only caregiver on duty during her shift. Meal and rest breaks were definitively not part of Ivy
6 Cottages' culture. On information and belief, Defendants did not provide premium wages for
7 these meal and rest break violations; if Defendants did provide premium wages, they were not
8 paid at the correct rate, as explained above.

9 21. Defendants failed to pay its employees all wages due to them within any time
10 period specified by California Labor Code section 204, including the minimum wages and
11 overtime as described above as well as meal/rest break premiums.

12 22. Defendants failed to reimburse Plaintiffs and the other Aggrieved Employees
13 for business expenses they incurred in direct consequence of the discharge of their duties. At
14 all relevant times, Defendants required Plaintiffs and the Aggrieved Employees to use their
15 personal mobile phones to perform their job duties but did not reimburse them for their mobile
16 phone expenses, nor did they provide them with mobile phones as an alternative. Defendants'
17 ownership/management frequently contacted Plaintiffs and the Aggrieved Employees on their
18 personal mobile phones to discuss work matters and/or coordinate their work hours.

19 23. Defendants did not provide Plaintiffs and the other Aggrieved Employees
20 accurate, itemized wage statements. Wage statements must include all hours worked,
21 overtime/doubletime hours worked, all applicable hourly rates, the correct legal name and
22 correct address of employer entity, gross wages earned, all deductions, net wages earned,
23 reimbursement for business expenses, the correct start and end of the applicable pay period,
24 the employee ID numbers or social security numbers, among other items. Labor Code §
25 226(a)(2). Defendants issued wage statements that inaccurately reflected total hours worked,
26 gross and net wages earned, and the number of hours worked at each hourly rate because of
27 Defendants' failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2),
28 (5), (9). Defendants' failure to maintain accurate records as to the hours worked daily by

employees also constitutes a violation of Labor Code section 1174(d).

24. Finally, because Defendants did not properly pay all wages earned as explained herein, Defendants also failed to pay final wages owed to Plaintiffs and the other Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages include minimum wages and compensation for all hours worked, overtime compensation, and premium pay for missed meal and rest breaks, among others.

25. Defendants have also violated Labor Code section 558 and engaged in business practices which violate Business and Professions Code Section 17200.

26. Plaintiffs would also have individual claims against Defendants for retaliation in violation of Labor Code sections 98.6, 1102.5, 6310, and 6311. Plaintiffs complained to owner, Carmen Rodriguez, about improper pay and not being paid for all hours worked at the correct rates of pay. For example, even when Plaintiffs worked double shifts (24 hours) or triple shifts (36 hours), Defendants continued to pay Plaintiffs \$140 for the day. During their employment, Plaintiffs also complained about workplace safety and elder abuse. Both Plaintiffs complained to Carmen Rodriguez about an aggressive co-worker, Carmen Nunez, as well as bruises they saw on residents. Shortly after Alvarado voiced her concerns about other caregivers' aggressive behavior, workplace safety, and elder abuse, Defendants reduced Alvarado's work hours and changed her schedule from working five days per week to two days per week. Plaintiff Lucero also complained to Carmen Rodriguez about an aggressive patient and told her that she did not want to provide care to him alone as she feared for her safety. In response, Defendants reduced Lucero's work schedule. In or around early June 2023, this patient injured Lucero and Lucero informed Carmen Rodriguez that the patient had hurt her left wrist. In response, Defendants retaliated against Plaintiff Lucero and terminated her employment on or around June 14, 2023. Despite Plaintiffs' complaints, Defendants did not ensure that Plaintiffs and the other Aggrieved Employees were working in a safe, healthy environment in violation of Labor Code Section 6400 et seq.

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FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED

(Lab. Code §§ 510, 1194, 1197, and 1198)

(By Plaintiffs against all Defendants)

27. Plaintiffs incorporate all paragraphs of the Complaint as if fully alleged herein.

28. At all relevant times, Plaintiffs were non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198, and the Wage Order.

29. Wage Order 5-2001, section 2(K) defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

30. Section 3 of the Wage Order states

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of

eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

31. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

32. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

33. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

34. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

35. California Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

36. In conjunction, these provisions of the California Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates

1 for all hours worked, including unrecorded hours when the employer knew or reasonably should
2 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
3 *Co.* (2000) 22 Cal.4th 575, 585.)

4 37. Defendants required Plaintiffs to work in excess of eight (8) hours in one
5 workday and forty (40) hours in one workweek without compensating them for such time
6 worked at the premium rates required by California law.

7 38. As described more fully above, Defendants failed to pay all minimum, regular,
8 and overtime wages to Plaintiffs because Defendants paid wages based on rounded times, did
9 not pay for off-the-clock work, and failed to pay overtime and doubletime wages based on
10 correct regular rates of pay.

11 39. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in
12 an amount, subject to proof, to the extent that they were not paid the full amount of wages
13 earned during each pay period during the applicable limitations period, including minimum and
14 overtime wages.

15 40. As a result of Defendants' conduct, Plaintiffs seek damages and/or restitution for
16 unpaid wages which Defendants failed to pay them at the rates set forth herein, interest thereon,
17 and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST BREAKS**

20 **(Lab. Code §§ 226.7 and 1198)**

21 **(By Plaintiffs against all Defendants)**

22 41. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

23 42. At all relevant times during the applicable limitations period, Plaintiffs were
24 non-exempt employees of Defendants and entitled to the benefits and protections of California
25 Labor Code §§ 226.7, 1198, and the Wage Order.

26 43. Labor Code § 1198 states,

27 "The maximum hours of work and the standard conditions of labor
28 fixed by the commission shall be the maximum hours of work and the
standard conditions of labor for employees. The employment of any

employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

44. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

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

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

45. In addition, Labor Code Section 226.7 states

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

46. Pursuant to the Wage Order, Plaintiffs were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

47. Defendants failed to authorize and permit Plaintiffs to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

48. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an amount subject to proof to the extent they were not paid additional wages owed for all rest breaks not provided to them.

49. By reason of the above, Plaintiffs are entitled to premium wages for workdays in which one or more rest breaks were not provided to her pursuant to California Labor Code § 226.7, plus interest and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiffs against all Defendants)

50. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

51. At all relevant times during the applicable limitations period, Plaintiffs were non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

52. Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

53. In relevant part, Labor Code Section 512 states

“An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

54. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee...
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

55. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiffs were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, Plaintiffs were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

56. During the relevant time period, Defendants failed to provide Plaintiffs with compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

57. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an amount subject to proof to the extent they were not paid additional wages owed for all meal periods not provided to them.

58. By reason of the above, Plaintiffs are entitled to premium wages for workdays in which one or more meal periods were not provided to them pursuant to California Labor Code § 226.7, plus interest and costs.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiffs against all Defendants)

59. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

60. At all relevant times, Plaintiffs were non-exempt employees of Defendants and

1 entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the
2 Wage Order.

3 61. In pertinent part, California Labor Code § 2802(a) states:

4 An employer shall indemnify his or her employee[s] for all necessary
5 expenditures incurred by the employee in direct consequence of the
6 discharge of his or her duties.

7 62. Section 9(B) of the Wage Order states:

8 When tools or equipment are required by the employer or are necessary to
9 the performance of a job, such tools and equipment shall be provided and
10 maintained by the employer, except that an employee whose wages are at
11 least two (2) times the minimum wage provided herein may be required to
12 provide and maintain hand tools and equipment customarily required by
13 the trade or craft.

14 63. California Labor Code § 1198 prohibits employers from employing their
15 employees under conditions prohibited by the Wage Order.

16 64. At all relevant times during the applicable limitations period, Defendants
17 required Plaintiffs to use their own personal cell phone to communicate with office staff
18 concerning work matters. However, Defendants did not reimburse Plaintiffs for these mobile
19 phone expenses.

20 65. Plaintiffs are informed and believe and thereon allege that, at all relevant times,
21 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
22 Defendants' failure to indemnify Plaintiffs for the reasonable expenses they incurred in the
23 course of performing their duties.

24 66. By reason of the above, Plaintiffs are entitled to reimbursement for all necessary
25 expenditures and losses and interest due and owing to within three years (3) of the date of the
26 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
27 2802(b). Further, Plaintiffs seek reasonable attorney's fees pursuant to Labor Code § 2802(c).

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1 **FIFTH CAUSE OF ACTION**

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

3 **(California Labor Code Section 226)**

4 **(By Plaintiffs against all Defendants)**

5 67. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

6 68. Pursuant to California Labor Code Section 226, every employer must furnish
7 each employee an itemized statement of wages and deductions at the time of payment of wages.

8 69. Defendants knowingly and intentionally did not furnish Plaintiffs with pay stubs
9 that accurately reflected all information required by Labor Code Section 226, including but not
10 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
11 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
12 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
13 to maintain and provide accurate itemized wage statements to Plaintiffs in accordance with
14 California Labor Code Section 226(a).

15 70. Pursuant to California Labor Code Section 226(e), Plaintiffs are entitled to
16 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
17 a violation occurs and one hundred dollars (\$100) per employee for each violation in a
18 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
19 plus costs and reasonable attorney's fees. Plaintiffs only claim damages under this cause of
20 action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

21 71. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs
22 have sustained damages, including loss of earnings, in an amount to be established at trial. As a
23 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
24 Plaintiffs are entitled to recover penalties, in an amount to be established at trial, as well as
25 costs and attorney's fees pursuant to statute.

26 72. Under this cause of action, Plaintiffs pray for penalties due under the statutes
27 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
28 proof at trial.

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

3 **(California Labor Code Section 204)**

4 **(By Plaintiffs against all Defendants)**

5 73. Plaintiffs incorporate all paragraphs of this complaint as if fully alleged herein.

6 74. California Labor Code Section 204 establishes the fundamental right of all
7 employees in the State of California to be paid wages in a timely fashion for their work.

8 75. At all times relevant during the liability period, Defendants failed to pay
9 Plaintiffs the full amount of all owed wages when due as required by California Labor Code
10 Section 204.

11 76. Defendants failed to pay Plaintiffs all wages earned each pay period. Plaintiffs
12 are informed, believe, and thereon allege, that all times relevant during the applicable
13 limitations period, Defendants maintained a policy or practice of not paying Plaintiffs wages
14 for all hours worked, including the minimum wage, overtime hours, and premium pay for
15 missed meal and rest breaks.

16 77. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in
17 an amount, subject to proof, to the extent they were not paid all wages each pay period. The
18 precise amount of unpaid wages is not presently known to Plaintiffs but can be determined
19 directly from Defendants' records or indirectly based on information from Defendants' records.

20 78. Under this cause of action, Plaintiffs pray for penalties due under the statutes
21 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
22 proof at trial.

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

25 **(California Labor Code Sections 201-203)**

26 **(By Plaintiff Lucero against all Defendants)**

27 79. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

28 80. Pursuant to California Labor Code Section 201(a), an employer who discharges

1 an employee must immediately pay for all compensation due and owing.

2 81. Pursuant to California Labor Code Section 202, when an employee resigns, the
3 employer must pay all compensation due and owing within 72 hours of resignation, or on the
4 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

5 82. Pursuant to California Labor Code Section 203, if an employer willfully fails to
6 pay, without abatement or reduction, any wages of an employee whose employment ends, the
7 wages of the employee shall continue as a penalty from the due date at the same rate until paid
8 or until an action is commenced; however, the wages shall not continue for more than 30 days
9 for failure to pay an employee owed wages.

10 83. After Plaintiff's employment with Defendants ended, Defendants willfully
11 refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

12 84. Under this cause of action, Plaintiff prays for penalties due under the statutes
13 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
14 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
15 immediately preceding the filing of this lawsuit.

16 85. Under this cause of action, Plaintiff also prays for attorney's fees and costs
17 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
18 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

19 86. Under this cause of action, Plaintiff prays for penalties due under the statutes
20 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
21 proof at trial.

22 **EIGHTH CAUSE OF ACTION**

23 **CIVIL PENALTIES**

24 **(Lab. Code §§ 2698, *et seq.*)**

25 **(By Plaintiffs against all Defendants)**

26 87. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

27 88. Plaintiffs are Aggrieved Employee under the Private Attorneys General Act of
28

2004 (“PAGA”) because they were employed by Defendants during the applicable statutory period and suffered one or more of the violations of the Labor Code set forth in this Complaint. Plaintiffs seek to recover on their own behalf, on behalf of the State of California, and on behalf of all current and former Aggrieved Employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorney’s fees and costs.

89. During the applicable time period, Defendants violated California Labor Code §§ 98.6, 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1102.5, 1174, 1194, 1197, 1198, 2802, 6310, 6311, 6400, 6401, 6402, 6403, and 6404.

90. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

91. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiffs and the Aggrieved Employees are entitled to recover civil penalties for each of the Defendants’ violations of California Labor Code §§ 98.6, 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1102.5, 1174, 1194, 1197, 1198, 2802, 6310, 6311, 6400, 6401, 6402, 6403, and 6404 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 558).

1 D. For violations of California Labor Code § 1174, five hundred dollars
2 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
3 California Labor Code § 1174.5).

4 E. For violations of California Labor Code § 1197, one hundred dollars
5 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
6 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
7 per pay period (regardless of whether the initial violations were intentionally committed)
8 (penalty amounts established by California Labor Code § 1197.1).

9 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
10 1198, 2802, 6310, 6311, 6400, 6401, 6402, 6403, and 6404, one hundred dollars (\$100.00) for
11 each Aggrieved Employee per pay period for each initial violation and two hundred dollars
12 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation (penalty
13 amounts established by California Labor Code § 2699(f)(2)).

14 G. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiffs individually
15 are entitled to recover civil penalties for each of the Defendants' violations of California Labor
16 Code §§ 98.6 and 1102.5 during the applicable limitations period in the following amounts:

17 1) For violations of California Labor Code § 98.6, an amount not to
18 exceed \$10,000 for each violation by Defendants of California Labor
19 Code § 98.6(a), as well as attorney's fees and costs under Labor Code
20 § 2699(g) (penalty amounts established by California Labor Code §
21 98.6(b)(3)).

22 2) For violations of California Labor Code § 1102.5, an amount not
23 to exceed \$10,000 for each violation by Defendants of California
24 Labor Code § 1102.5(c), as well as attorney's fees and costs under
25 Labor Code § 2699(g) (penalty amounts established by California
26 Labor Code § 1102.5(f)).

27 92. Plaintiffs have complied with the procedures for bringing suit specified in
28 California Labor Code § 2699.3. By letter dated July 10, 2023, Plaintiffs filed written notice

1 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
2 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
3 to have been violated, including the facts and theories to support the alleged violations.
4 Plaintiffs accompanied their LWDA notice with a fee in the amount of \$75.00. The LWDA has
5 failed to take action in response within 65 calendar days of the date of Plaintiffs’ notice.

6 93. Pursuant to California Labor Code § 2699(g), Plaintiffs and the Aggrieved
7 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
8 connection with their claims for civil penalties.

9 **NINTH CAUSE OF ACTION**

10 **RETALIATION**

11 **(Lab. Code § 98.6)**

12 **(By Plaintiffs against all Defendants)**

13 94. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

14 95. According to Labor Code section 98.6, subdivision (a), a person shall not
15 discharge an employee because the employee has filed a bona fide complaint or claim relating
16 to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written
17 or oral complaint that he or she is owed unpaid wages, or because of the exercise of any right
18 afforded him or her.

19 96. Defendants were employers for purposes of California law.

20 97. Plaintiffs were employees of Defendants, performing work on behalf of
21 Defendants.

22 98. Defendants retaliated against Plaintiffs by reducing their work schedule (and
23 terminating Lucero’s employment) for making oral complaints about improper pay and not
24 being paid for all hours worked at the correct rates of pay.

25 99. Pursuant to Labor Code sections 98.6(b), Plaintiffs are entitled to reinstatement
26 and reimbursement for lost wages and work benefits in addition to \$10,000 for Defendants’
27 violation.

28 100. The foregoing conduct engaged in by Defendants and each of their directors,

1 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
2 ratified, and carried on with a conscious and willful disregard of their workers' right to work
3 in an environment free of retaliation and labor code violations, so as to justify the imposition
4 of punitive damages to punish and set an example of said Defendants.

5 **TENTH CAUSE OF ACTION**

6 **RETALIATION**

7 **(Lab. Code § 1102.5)**

8 **(By Plaintiffs against all Defendants)**

9 101. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

10 102. According to Labor Code section 1102.5, subdivision (b),

11 An employer, or any person acting on behalf of the employer, shall not retaliate
12 against an employee for disclosing information, or because the employer
13 believes that the employee disclosed or may disclose information, ... to a
14 person with authority over the employee or another employee who has the
15 authority to investigate, discover, or correct the violation or noncompliance,...
16 if the employee has reasonable cause to believe that the information discloses a
17 violation of state or federal statute, or a violation of or noncompliance with a
18 local, state, or federal rule or regulation, regardless of whether disclosing the
19 information is part of the employee's job duties.

17 103. Defendants were employers for purposes of California law.

18 104. Plaintiffs were employee of Defendants, performing work on behalf of
19 Defendants.

20 105. During their employment tenure, Plaintiffs complained about improper pay,
21 workplace safety, and elder abuse. Defendants retaliated against Plaintiffs for their complaints
22 by reducing their schedules and also terminating Lucero's employment in violation of Labor
23 Code § 1102.5.

24 106. As a direct and proximate result of the aforementioned acts and omissions of
25 Defendants, Plaintiffs suffered general and compensatory damages, including but not limited
26 to, loss of income (past and future), loss of employment benefits (past and future), general and
27 compensatory damages (past and future), mental pain and anguish and emotional distress (past
28 and future), and will continue to suffer in the future, in an amount to be proved at trial.

107. Plaintiffs request all available relief under Labor Code § 1102.5 including damages and the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

108. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of retaliation and labor code violations, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

ELEVENTH CAUSE OF ACTION

RETALIATION

(Lab. Code § 6310)

(By Plaintiffs against all Defendants)

109. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

110. At all times material to this Complaint, California Labor Code § 6310 was in effect and binding on Defendants. California Labor Code section 6310 prohibits employers from firing or discriminating against any employee because the employee has informed their employer about unsafe working conditions.

111. At all times material to this Complaint, California Labor Code § 6311 was in effect and binding on Defendants. California Labor Code section 6311 prohibits employers from discharging an employee for refusing to perform work which would violate the Labor Code, including §6400, an occupational safety or health code, standard or order, where the violation would create a real and apparent hazard to the employee or their fellow employees.

112. As discussed fully above, Plaintiffs complained to Defendants about unsafe working conditions at the workplace, including an aggressive co-worker and elder abuse. Moreover, Lucero informed owner Carmen Rodriguez that she did not want to provide care to the aggressive patient alone as she feared for her safety.

113. Defendants willfully and/or with reckless indifference violated California Labor Code sections 6310 by retaliating against Plaintiffs for complaining of unsafe working

1 conditions by reducing Plaintiffs' schedule and also terminating Lucero's employment.

2 114. As a direct and proximate result of the aforementioned acts and omissions of
3 Defendants, Plaintiffs suffered general and compensatory damages, including but not limited
4 to, loss of income (past and future), loss of employment benefits (past and future), general and
5 compensatory damages (past and future), mental pain and anguish and emotional distress (past
6 and future), and will continue to suffer in the future, in an amount to be proved at trial.

7 115. Pursuant to Labor Code Section 6310, Defendants are liable for statutory
8 damages, including reimbursement for lost wages and work benefits.

9 116. Defendants' conduct described herein was undertaken, authorized and/or ratified
10 by Defendants' officers, directors and/or managing agents. The aforementioned conduct of said
11 officers, directors and/or managing agents and individuals was therefore undertaken on behalf
12 of Defendants.

13 117. Defendants committed the acts herein alleged maliciously, fraudulently, and
14 oppressively in conscious disregard for Plaintiffs' rights, and Plaintiffs are entitled to recover
15 punitive damages from Defendants in an amount according to proof.

16 118. As a result of the conduct of Defendants and each of them, Plaintiffs were
17 forced to retain an attorney in order to protect their rights.

18 119. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiffs are entitled to
19 recover civil penalties for Defendants' violations of Labor Code section 6310.

20 120. Plaintiffs further demand reasonable attorney's fees and costs pursuant to Labor
21 Code section 2699, subdivision (g)(1).

22 **TWELFTH CAUSE OF ACTION**

23 **RETALIATION**

24 **(Lab. Code § 6311)**

25 **(Plaintiff Lucero against all Defendants)**

26 121. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

27 122. At all times material to this Complaint, California Labor Code § 6311 was in
28 effect and binding on Defendants. California Labor Code section 6311 prohibits employers

1 from discharging an employee for refusing to perform work which would violate the Labor
2 Code, including §6400, an occupational safety or health code, standard or order, where the
3 violation would create a real and apparent hazard to the employee or their fellow employees.

4 123. As discussed fully above, Lucero complained to Defendants about unsafe
5 working conditions at the workplace, including an aggressive patient and informed owner
6 Carmen Rodriguez that she did not want to provide care to the patient alone as she feared for
7 her safety.

8 124. Defendants willfully and/or with reckless indifference violated California Labor
9 Code sections 6311 by retaliating against Plaintiff for refusing to perform work that was unsafe
10 and terminated her employment.

11 125. As a direct and proximate result of the aforementioned acts and omissions of
12 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
13 loss of income (past and future), loss of employment benefits (past and future), general and
14 compensatory damages (past and future), mental pain and anguish and emotional distress (past
15 and future), and will continue to suffer in the future, in an amount to be proved at trial.

16 126. Pursuant to Labor Code Section 6311, Defendants are liable for statutory
17 damages, including reimbursement for lost wages and work benefits.

18 127. Defendants' conduct described herein was undertaken, authorized and/or ratified
19 by Defendants' officers, directors and/or managing agents. The aforementioned conduct of said
20 officers, directors and/or managing agents and individuals was therefore undertaken on behalf
21 of Defendants.

22 128. Defendants committed the acts herein alleged maliciously, fraudulently, and
23 oppressively in conscious disregard for Plaintiff's rights, and Plaintiff is entitled to recover
24 punitive damages from Defendants in an amount according to proof.

25 129. As a result of the conduct of Defendants and each of them, Plaintiff was forced
26 to retain an attorney in order to protect his rights.

27 130. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff is entitled to recover
28 civil penalties for Defendants' violations of Labor Code section 6311.

131. Plaintiff further demands reasonable attorney's fees and costs pursuant to Labor Code section 2699, subdivision (g)(1).

THIRTEENTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(By Plaintiff Lucero against Defendant Ivy Cottages, Inc.)

132. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully alleged herein.

133. The state and federal statutes recited below embody fundamental, substantial, and well-established public policies of the United States and State of California. By terminating Plaintiff, Defendants violated these fundamental, substantial, and well-established public policies:

A. According to Labor Code section 1102.5, subdivision (b), an employer shall not retaliate against an employee for disclosing information to a person with authority over the employee who has the authority to correct the violation if the employee has reasonable cause to believe that the information “discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

B. California Labor Code section 6310 prohibits employers from firing or discriminating against any employee because the employee has informed their employer about unsafe working conditions.

C. California Labor Code section 6311 prohibits employers from discharging an employee for refusing to perform work which would violate the Labor Code, including §6400, an occupational safety or health code, standard or order, where the violation would create a real and apparent hazard to the employee or their fellow employees.

134. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

1 135. The foregoing conduct engaged in by Defendants and each of their directors,
2 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
3 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
4 an environment free of retaliation and labor code violations so as to justify the imposition of
5 punitive damages to punish and set an example of said Defendants.

6 **FOURTEENTH CAUSE OF ACTION**

7 **UNFAIR COMPETITION**

8 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

9 **(By Plaintiffs against Defendant Ivy Cottages, Inc.)**

10 136. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

11 137. At all relevant times during the applicable limitations period, Plaintiffs have
12 been employees of Defendants and entitled to the benefits and protections of the Business and
13 Professions Code §§ 17200, *et seq.*

14 138. Defendants engaged in unfair competition by failing to pay employees for all
15 hours worked at the correct rates of pay and pay their employees premium wages for workdays
16 during which one or more meal or rest periods were not provided, among others.

17 139. The unlawful conduct of Defendants alleged herein amounts to and constitutes
18 unfair competition within the meaning of California Business & Professions Code §§ 17200,
19 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
20 unfairly gained a competitive advantage over other comparable companies doing business in
21 California that comply with their legal obligations to, among other things, pay their employees
22 all wages earned, as well as premium wages for workdays in which they did not provide
23 employees with one or more meal and rest periods, and refrain from retaliatory practices and
24 prevent retaliation.

25 140. As a result of Defendants' unfair competition as alleged herein, Plaintiffs have
26 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiffs for all
27 hours worked, failed to provide them with premium wages for missed meal and rest periods,
28 and retaliated against them in violation of Labor Code sections 1102.5, 6310, and 6311.

141. Pursuant to California Business & Professions Code § 17203, Plaintiffs are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

142. Plaintiffs are entitled to reasonable attorneys' fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

143. Accordingly, with respect to this cause of action, Plaintiffs pray for the herein stated relief, and an award of all reasonable costs and attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to proof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief and judgment against Defendants as follows:

1. For compensatory damages including lost past and future wages, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiffs, according to proof;
2. For general damages according to proof;
3. For special and consequential damages to the extent allowed by law;
4. For punitive and exemplary damages against Defendant Ivy Cottages, Inc. in an amount subject to proof;
5. For damages and penalties under Labor Code Section 226 for Plaintiffs in an amount subject to proof at trial;
6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
7. proof at trial;
8. For one hour of wages due to Plaintiffs for each work period of more than five (5) hours when Plaintiffs did not receive an uninterrupted thirty (30) minute meal period;
9. For one hour of wages due to Plaintiffs for each work period of four (4) hours or major fraction thereof when Plaintiffs did not receive a ten (10) minute rest break;
10. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint;

- 1 11. For restitution and disgorgement for all unfair business practices by Defendant Ivy
2 Cottages, Inc. against Plaintiffs in an amount according to proof;
- 3 12. For an order enjoining Defendant Ivy Cottages, Inc. from further unfair and unlawful
4 business practices in violation of Business and Professions Code Sections 17200, et
5 seq.;
- 6 13. For all remedies available to Plaintiffs under the applicable Wage Order and the Labor
7 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
8 damages, damages, penalties, and waiting time penalties according to proof to the
9 extent permitted by law;
- 10 14. For the imposition of civil penalties and/or statutory penalties;
- 11 15. For all interest as allowed by law;
- 12 16. For all costs and disbursements incurred in this suit;
- 13 17. Reasonable attorney's fees where available by law, including but not limited to,
14 pursuant to, Labor Code section 2698 *et seq.*, Code of Civil Procedure section 1021.5,
15 Labor Code section 1102.5(j), and/or other applicable laws; and
- 16 18. For such other and further relief as this Court may deem proper.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiffs hereby demand, as a matter of right, a trial by jury in this case.

19

20 Dated: October 30, 2023

MM LAW, APC

21
22 By Maralle Messrelian
23 Maralle Messrelian, Esq.
24 Attorney for Plaintiffs,
25 SASHA ALVARADO and GIOVANA
26 LUCERO
27
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