

Ronald H. Bae (SBN 186826)
Olivia D. Scharrer (SBN 291470)
Carson M. Turner (SBN 345992)
AEQUITAS LEGAL GROUP
A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106
Telephone: (213) 674-6080
Facsimile: (213) 674-6081
Emails: rbae@aequitaslegalgroup.com
oscharrer@aequitaslegalgroup.com
cturner@aequitaslegalgroup.com

Attorneys for Plaintiff JUANA PARADA

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

JUANA PARADA, individually, and on
behalf of other aggrieved employees,

Plaintiff,

vs.

BEVERLY HILLS PLAZA HOTEL & SPA, a
business form unknown; BEVERLY HILLS
PROPERTIES, LLC, a California limited
liability company; DONALD T. STERLING
CORPORATION, a California corporation,
doing business as BEVERLY HILLS PLAZA
HOTEL & SPA; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 23STCV27868

**COMPLAINT AND ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510, 1194, 1197, 1197.1, and 1198 (Failure to Pay Regular and Overtime Wages);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods or Pay Premium Compensation in Lieu Thereof);
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods or Pay Premium Compensation in Lieu Thereof);
- (4) Violation of California Labor Code §§ 201 – 203 (Failure to Pay Wages Timely Upon Termination);

- (5) Violation of California Labor Code § 204 (Failure to Pay Wages Timely During Employment);
- (6) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements);
- (7) Violation of California Business & Professions Code §§ 17200, *et seq.*; and
- (8) Penalties pursuant to California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act).

JURY TRIAL DEMANDED

Plaintiff JUANA PARADA, individually and on behalf of all other aggrieved employees pursuant to the Private Attorneys General Act, alleges as follows:

THE PARTIES

1. Plaintiff JUANA PARADA (“Plaintiff”) is at least 18 years of age and is a resident of the State of California.

2. Defendant BEVERLY HILLS PLAZA HOTEL & SPA was and is, upon information and belief, a business form unknown, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

3. Defendant BEVERLY HILLS PROPERTIES, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

4. Defendant DONALD T. STERLING CORPORATION was and is, upon information and belief, a California corporation, doing business as BEVERLY HILLS PLAZA HOTEL & SPA, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

5. Plaintiff is unaware of the true names or capacities of defendants sued herein under

1 the fictitious names DOES 1 through 100, but prays for leave to amend and serve such fictitiously
2 named defendants pursuant to California Code of Civil Procedure § 474 once their names and
3 capacities become known.

4 6. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100
5 are the partners, agents, owners, shareholders, managers or employees of BEVERLY HILLS
6 PLAZA HOTEL & SPA, BEVERLY HILLS PROPERTIES, LLC, and DONALD T. STERLING
7 CORPORATION and were acting on behalf of BEVERLY HILLS PLAZA HOTEL & SPA,
8 BEVERLY HILLS PROPERTIES, LLC, and DONALD T. STERLING CORPORATION at all
9 relevant times.

10 7. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
11 and omissions alleged herein were performed by, or are attributable to BEVERLY HILLS PLAZA
12 HOTEL & SPA, BEVERLY HILLS PROPERTIES, LLC, and DONALD T. STERLING
13 CORPORATION, and DOES 1 through 100 (collectively “Defendants”), each acting as the agent
14 for the other, with legal authority to act on the other’s behalf. The acts of any and all Defendants
15 were in accordance with, and represent the official policy of Defendants.

16 8. At all relevant times herein mentioned, Defendants, and each of them, ratified each
17 and every act or omission complained of herein. At all times herein mentioned, Defendants, and
18 each of them, aided and abetted the acts and omissions of each and all the other Defendants in
19 proximately causing the damages herein alleged.

20 9. Plaintiff is informed and believes, and thereon alleges, that each of said
21 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
22 omissions, occurrences, and transactions alleged herein.

23 24 **JURISDICTION AND VENUE**

25 10. This is an individual action for wage-and-hour violations against Defendants and a
26 representative enforcement action brought pursuant to California Labor Code § 2698, *et seq.* on
27 behalf of other aggrieved employees for the recovery of civil penalties thereunder. The monetary
28 damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior

1 Court and will be established according to proof at trial.

2 11. This Court has jurisdiction over this action pursuant to the California Constitution,
3 Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except
4 those given by statute to other courts.” The statutes under which this action is brought do not
5 specify any other basis for jurisdiction.

6 12. This Court has jurisdiction over all Defendants because, upon information and
7 belief, each party is either a citizen of California, has sufficient minimum contacts in California, or
8 otherwise intentionally avails itself of the California market so as to render the exercise of
9 jurisdiction over it by the California courts consistent with traditional notions of fair play and
10 substantial justice.

11 13. Venue is proper in this Court because, upon information and belief, one or more of
12 the named Defendants reside, transact business, or have offices in this county and the acts and
13 omissions alleged herein took place in this county.

14
15 **GENERAL ALLEGATIONS**

16 14. At all relevant times set forth herein, Defendants employed Plaintiff and other
17 aggrieved employees as non-exempt employees throughout the State of California. As used
18 herein, the term “aggrieved employees” refers to all of Defendant’s non-exempt employees in the
19 State of California as set forth herein.

20 15. Defendants employed Plaintiff as a non-exempt, hourly-paid employee from
21 approximately January 25, 2022 to approximately November 7, 2022. Plaintiff worked as a
22 laborer, and her job duties included job duties included cleaning hotel rooms.

23 16. At all relevant times set forth herein, Defendants systematically failed to pay
24 applicable minimum and overtime wages to Plaintiff and other aggrieved non-exempt employees
25 (sometimes collectively “employees” or “other aggrieved employees”).

26 17. At all relevant times set forth herein, Defendants compensated Plaintiff and other
27 aggrieved employees at a rate less than the minimum wage rate required by Los Angeles
28 Municipal Code §§ 182.00 and 186.00, *et seq.*

1 18. At all relevant times set forth herein, Plaintiff and other aggrieved employees
2 consistently worked in excess of 8 hours in a day and/or in excess of 40 hours in a week.
3 Defendants compensated Plaintiff and other aggrieved employees for their overtime hours at a rate
4 less than the overtime wage rate required by Los Angeles Municipal Code §§ 182.00, *et seq.*

5 19. At all relevant times set forth herein, Defendants have failed to provide compliant
6 meal periods to Plaintiff and other aggrieved employees, as required by California law. Plaintiff
7 and other aggrieved employees were deprived of the opportunity to take a timely, duty-free meal
8 period of at least 30 minutes for every 5 hours of work due to the working conditions imposed by
9 Defendants. Employees were given a heavy workload and tight deadlines that did not permit them
10 to take legally compliant meal breaks.

11 20. Defendants did not pay meal period premiums to Plaintiff and other aggrieved
12 employees when compliant meal periods were not provided.

13 21. At all relevant times set forth herein, Defendants have failed to provide compliant
14 meal periods to Plaintiff and other aggrieved employees, as required by California law. Plaintiff
15 and other aggrieved employees were deprived of the opportunity to take rest periods of at least 10
16 minutes for each 4 hours worked or major fraction thereof due to the working conditions imposed
17 by Defendants. Employees routinely missed rest breaks and/or had short rest breaks of less than
18 10 minutes. Employees were given a heavy workload and tight deadlines that did not permit them
19 to take legally compliant rest breaks.

20 22. Defendants did not pay rest period premiums to Plaintiff and other aggrieved
21 employees when compliant rest periods were not provided.

22 23. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other
23 aggrieved employees all wages owed upon the separation of their employment, including the
24 unpaid minimum, overtime, and meal and rest period premium wages described herein.

25 24. At all relevant times set forth herein, Defendants failed to timely pay Plaintiff and
26 other aggrieved employees all wages owed during their employment, including the unpaid
27 minimum, overtime, and meal and rest period premium wages described herein.

28 25. At all relevant times set forth herein, Defendants have failed to provide Plaintiff

1 and other aggrieved employees with accurate itemized wage statements, as required by California
2 Labor Code § 226(a). The number of hours worked and/or the corresponding hourly rates are
3 inaccurate as a consequence of Defendants' failure to accurately record hours worked and failure
4 to pay minimum and overtime wages and meal and rest break premium wages, as set forth herein.

5 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
6 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
7 advisors knowledgeable about California labor and wage law, employment and personnel
8 practices, and about the requirements of California law.

9 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and aggrieved employees were entitled to receive the applicable
11 minimum wage for all hours worked as well as overtime pay at one-and-a-half times the regular
12 rate of pay, but that Plaintiff and aggrieved employees were not paid at the correct hourly rate.

13 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other aggrieved employees were entitled to receive all meal
15 periods as required by California law, or payment of one additional hour of pay at the regular rate
16 of pay when a compliant meal period was not provided.

17 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
19 periods as required by California law, or payment of one additional hour of pay at the regular rate
20 of pay when a compliant rest period was not provided.

21 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other aggrieved employees were entitled to timely payment
23 of all wages—including, without limitation, minimum, overtime, and meal and rest period
24 premium wages—due upon termination or discharge in accordance with California law, and that
25 they were not timely paid such wages.

26 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other aggrieved employees were entitled to timely payment
28 of all wages—including, without limitation, minimum, overtime, and meal and rest period

1 premium wages—during employment in accordance with California law, and that they were not
2 timely paid such wages.

3 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other aggrieved employees were entitled to receive complete
5 and accurate wage statements in accordance with California law, and that such wage statements
6 were not provided.

7 33. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
9 and other aggrieved employees, and that Defendants had the financial ability to pay such
10 compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to
11 Plaintiff and other aggrieved employees that they were properly denied wages, all in order to
12 increase Defendants' profits.

13
14 **FIRST CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 1194, 1197, and 1197.1**

16 **(Failure to Pay Regular and Overtime Wages**

17 **(Plaintiff Individually Against All Defendants)**

18 34. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
19 material allegations set out in paragraphs 1 through 33.

20 35. California Labor Code § 1197 provides that the minimum wage for employees
21 fixed by any applicable state or local law is the minimum wage to be paid to employees, and the
22 payment of a lower wage than the minimum so fixed is unlawful.

23 36. California Labor Code §§ 1194 and 1198 and the applicable Industrial Welfare
24 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
25 compensating them at the legal minimum wage and at a rate of pay either time-and-one-half or
26 two-times that person's regular rate of pay, depending on the number of hours worked by the
27 person on a daily or weekly basis.

28 37. California Labor Code § 510 codifies the right to overtime compensation at one-

1 and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40
2 hours in a week or for the first 8 hours worked on the seventh day of work.

3 38. During the relevant time period, Defendants were subject to the Los Angeles Hotel
4 Worker Protection Ordinance (Los Angeles Municipal Code, §§ 182.00, *et seq.*) Los Angeles
5 Municipal Code § 182.03 establishes limits on how many square feet of guest rooms a hotel
6 employee may be required to clean per day. For hotels with 45 to 59 rooms, the employee may
7 not be required to clean more than 4,000 square feet of floor space per 8 hour workday, unless the
8 employer pays double time for each and every hour worked. For hotels with 60 or more rooms,
9 the threshold is 3,500 square feet of floor space per 8 hour workday.

10 39. During the relevant time period, Defendants were subject to the Los Angeles
11 Citywide Hotel Worker Minimum Wage Ordinance (Los Angeles Municipal Code, §§ 186.00, *et*
12 *seq.*) Los Angeles Municipal Code § 186.02 requires that hotel workers be paid a minimum wage
13 rate of approximately 25% more than the state minimum wage. The list of minimum wage rates
14 by date is made available by the City of Los Angeles at <https://wagesla.lacity.org>.

15 40. During the relevant time period, Plaintiff consistently worked in excess of 8 hours
16 in a day, and/or in excess of 40 hours in a week. Defendants willfully failed to pay all wages,
17 including regular and overtime wages, owed to Plaintiff.

18 41. Defendants compensated Plaintiff for her regular hours at a rate less than the rates
19 required by Los Angeles Municipal Code §§ 182.03 and 186.02.

20 42. Defendants compensated Plaintiff for her overtime hours at a rate less than the rates
21 required by Los Angeles Municipal Code §§ 182.03 and 186.02.

22 43. Defendants' failure to pay Plaintiff the applicable regular and overtime wage rates
23 violates the provisions of California Labor Code §§ 510, 1194, 1197, 1197.1, and 1198, and is
24 therefore unlawful.

25 44. Defendants' failure to pay Plaintiff the applicable regular and overtime wage rates
26 violates the provisions of Los Angeles Municipal Code §§ 182.00 and 186.00, *et seq.*, and is
27 therefore unlawful.

28 45. Pursuant to California Labor Code § 1194, Plaintiff is entitled to recover her unpaid

1 regular wages, overtime compensation, as well as interest, costs, and attorneys' fees.

2 46. Pursuant to California Labor Code § 1197.1, Plaintiff is additionally entitled to
3 recover a penalty of \$100.00 for the initial failure to timely pay minimum wages, and \$250.00 for
4 each subsequent failure to pay minimum wages.

5 47. Pursuant to Los Angeles Municipal Code §§ 182.10 and 186.07, Plaintiff is entitled
6 to bring a civil action to enforce the Hotel Worker Protection Ordinance and Citywide Hotel
7 Worker Minimum Wage Ordinance and to recover statutory damages, unpaid wages, and
8 attorneys' fees and costs.

9
10 **SECOND CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226.7 and 512(a)**

12 **Failure to Provide Meal Periods**

13 **(Plaintiff Individually Against All Defendants)**

14 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
15 material allegations set out in paragraphs 1 through 47.

16 49. At all relevant times, the applicable IWC Wage Order and California Labor Code
17 §§ 226.7 and 512(a) were applicable to Plaintiff's employment by Defendants.

18 50. At all relevant times, California Labor Code § 226.7 provides that no employer
19 shall require an employee to work during any meal period mandated by an applicable order of the
20 California IWC.

21 51. At all relevant times, the applicable IWC Wage Order and California Labor Code
22 § 512(a) provide that an employer may not require, cause or permit an employee to work for a
23 period of more than 5 hours per day without providing the employee with an uninterrupted meal
24 period of not less than 30 minutes, except that if the total work period per day of the employee is
25 not more than 6 hours, the meal period may be waived by mutual consent of both the employer
26 and the employee.

27 52. At all relevant times, the applicable IWC Wage Order and California Labor Code
28 section 512(a) further provide that an employer may not require, cause or permit an employee to

1 work for a period of more than 10 hours per day without providing the employee with a second
2 uninterrupted meal period of not less than 30 minutes, except that if the total hours worked is not
3 more than 12 hours, the second meal period may be waived by mutual consent of the employer
4 and the employee only if the first meal period was not waived.

5 53. During the relevant time period, Plaintiff was scheduled to work for a period of
6 time no longer than 6 hours, did not waive her legally-mandated meal periods by mutual consent,
7 and was required to work for periods longer than 5 hours without an uninterrupted meal period of
8 not less than 30 minutes.

9 54. During the relevant time period, Defendants willfully required Plaintiff to work
10 during meal periods and failed to compensate Plaintiff for work performed during meal periods.

11 55. At all relevant times set forth herein, Defendants failed to provide compliant meal
12 periods to Plaintiff, as required by California law. Plaintiff was deprived of the opportunity to
13 take a timely, duty-free meal period of at least 30 minutes for every 5 hours of work due to the
14 working conditions imposed by Defendants.

15 56. Plaintiff was given a heavy workload and tight deadlines that did not permit her to
16 take legally compliant meal breaks.

17 57. During the relevant time period, Defendants failed to pay Plaintiff meal period
18 premium wages due for non-compliant meal periods pursuant to California Labor Code § 226.7.

19 58. Defendants' conduct violates the applicable IWC Wage Orders and California
20 Labor Code §§ 226.7 and 512(a).

21 59. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b),
22 Plaintiff is entitled to recover from Defendants one additional hour of pay at her regular hourly
23 rate of compensation for each work day that a compliant meal period was not provided.

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THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

Failure to Provide Rest Periods

(Plaintiff Individually Against All Defendants)

60. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 59.

61. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code § 226.7 were applicable to Plaintiff's employment by Defendants.

62. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

63. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

64. During the relevant time period, Defendants required Plaintiff to work 4 or more hours without authorizing or permitting a 10-minute rest period per each 4 hour period worked or major fraction thereof.

65. At all relevant times set forth herein, Defendants failed to provide compliant rest periods to Plaintiff, as required by California law. Plaintiff was deprived of the opportunity to take rest periods of at least 10 minutes for each 4 hours worked or major fraction thereof.

66. Plaintiff routinely missed rest breaks and/or had short rest breaks of less than 10 minutes. Plaintiff was given a heavy workload and tight deadlines that did not permit her to take legally compliant rest breaks.

67. Defendants did not pay rest period premiums to Plaintiff when compliant rest periods were not provided.

68. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code § 226.7.

69. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff is entitled to recover from Defendants one additional hour of pay at her regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 201, 202 and 203

Failure to Pay Wages Timely Upon Separation

(Plaintiff Individually Against All Defendants)

70. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 69.

71. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

72. At all relevant times set forth herein, Defendants failed to pay Plaintiff all wages owed upon the separation of her employment, including the unpaid minimum, overtime, and meal and rest period premium wages described herein.

73. Defendants' failure to pay Plaintiff her wages earned and unpaid at the time of discharge, or within 72 hours of her leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202 and 203.

74. All California employers know or should know that employees must be paid at or above the applicable minimum wage for all hours worked, and must be paid overtime at a rate of one-and-a-half times the regular rate of pay for overtime hours as defined by California law. Defendant's failure to abide by this well-established law is willful and not in good faith.

1 75. California Labor Code § 203 provides that if an employer willfully fails to pay
2 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
3 a penalty from the due date, and at the same rate until paid or until an action is commenced; but
4 the wages shall not continue for more than thirty (30) days.

5 76. Plaintiff is entitled to recover from Defendants the statutory penalty wages for each
6 day she was not paid, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

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8 **FIFTH CAUSE OF ACTION**

9 **Violation of California Labor Code § 204**

10 **Failure to Pay Wages Timely During Employment**

11 **(Plaintiff Individually Against All Defendants)**

12 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
13 material allegations set out in paragraphs 1 through 76.

14 78. At all material times set forth herein, California Labor Code § 204 provides that the
15 wages earned by any person in any employment (other than final wages, the wages of temporary
16 employees, commissions, and the salaries of some exempt employees) are due and payable twice
17 during each calendar month. Labor performed between the 1st and 15th days of the calendar month
18 must be paid for between the 16th and 26th days of the calendar month, and labor performed
19 between the 16th and last days of the calendar month must be paid for between the 1st and 10th days
20 of the following month.

21 79. During the relevant time period, Defendants willfully failed to pay Plaintiff in a
22 timely manner for all wages earned during her employment. This occurred as a result of
23 Defendants' failure to pay regular and overtime wages and rest break premium wages, as set forth
24 above.

25 80. Defendants' failure to pay Plaintiff her wages timely during employment is in
26 violation of California Labor Code § 204.

27 81. As a result of Defendants' violation of California Labor Code § 204, Plaintiff
28 suffered injury and damage to her statutorily protected rights.

82. Pursuant to California Labor Code § 210, Plaintiff is entitled to recover from Defendants the statutory penalty of \$100 per initial violation, and \$200 plus 25% of the amount of wages unlawfully withheld for each subsequent violation or any willful or intentional violation.

SIXTH CAUSE OF ACTION

**Violation of California Labor Code § 226(a)
Failure to Provide Compliant Wage Statements
(Plaintiff Individually Against All Defendants)**

83. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 82.

84. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing the following information: (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee

85. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The number of hours worked and/or the corresponding hourly rates are inaccurate as a consequence of Defendants' failure to pay regular and overtime wages and meal and rest break premium wages as set forth herein.

1 86. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
2 has suffered injury and damage to her statutorily-protected rights.

3 87. Specifically, Plaintiff has been injured by Defendants' intentional violation of
4 California Labor Code § 226(a) because she was denied both her legal right to receive, and her
5 protected interest in receiving, accurate, itemized wage statements under California Labor Code §
6 226(a). Plaintiff has been injured by Defendants' intentional violation of California Labor Code §
7 226(a) in that it has caused confusion over whether she had received all of the wages owed to her,
8 in addition to her difficulty and expense in reconstructing pay records and making mathematical
9 computations to analyze whether the wages paid to her did in fact compensate her for all hours
10 worked.

11 88. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to
12 suffer injury if the wage statement fails to accurately and completely provide certain pieces of
13 information and the employee cannot promptly and easily determine such information from the
14 wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is
15 deemed to suffer injury if the wage statement does not accurately and completely state the total
16 number of hours worked by the employee, and all applicable hourly rates in effect during the pay
17 period and the corresponding number of hours worked at each hourly rate.

18 89. Plaintiff is deemed to have suffered injury because her wage statements did not
19 provide complete and accurate information regarding the total number of hours she worked in a
20 given pay period, the applicable hourly rates in effect during the pay period, and/or the
21 corresponding number of hours worked at each hourly rate.

22 90. Plaintiff is entitled to recover from Defendants the greater of her actual damages
23 caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate
24 penalty not exceeding \$4,000.

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SEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.*

Unfair Competition

(Plaintiff Individually Against All Defendants)

91. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 90.

92. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

93. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

94. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. In this case, Defendants' policy and practice of failing to pay Plaintiff the proper hourly rates for all regular and overtime hours worked violates California Labor Code §§ 1194, 1197, and 1197.1; Defendants' policy and practice of requiring Plaintiff to work through her meal and rest periods without paying her proper compensation violates California Labor Code §§ 226.7 and 512(a); Defendants' policy and practice of not timely paying all wages owed to Plaintiff upon resignation or termination violates California Labor Code §§ 201, 202, and 203; Defendants' policy and practice of not timely paying all wages owed to Plaintiff during employment violates California Labor Code § 204; and Defendants' policy and practice of failing to provide accurate itemized wage statements violate California Labor Code § 226.

95. Plaintiff has been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a period that

commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code §§ 2698, *et seq.*

Private Attorneys General Act

(Representative Claim Against All Defendants)

97. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 96.

98. At all relevant times set forth herein, the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment and the aggrieved employees' employment by Defendants.

99. At all relevant times set forth herein, PAGA provides that any civil penalties under the California Labor Code which may be assessed and collected by the Labor and Workforce Development Agency may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of him or herself and other aggrieved employees pursuant to the procedures set forth in California Labor Code § 2699.3.

100. A civil action under PAGA may be brought by an aggrieved employee, which is defined as any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

101. Plaintiff was employed by Defendants and the alleged violations were committed against her during her employment. Therefore, Plaintiff is an aggrieved employee as defined by California Labor Code § 2699(c).

102. Pursuant to California Labor Code § 2699.3 and 2699.5, an aggrieved employee may pursue a PAGA action after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the

1 employer of the specific provisions of this code alleged to have been violated,
2 including the facts and theories to support the alleged violation.

3 b. The LWDA shall provide notice to the employer and the aggrieved
4 employee by certified mail that it does not intend to investigate the alleged
5 violation within sixty (60) days of the postmark date of the employee's notice.
6 Upon receipt of this notice, or if this notice is not provided within sixty-five (65)
7 calendar days of the postmark date of the employee's notice, the aggrieved
8 employee may commence a civil action pursuant to California Labor Code § 2699
9 to recover civil penalties in addition to any other penalties to which the employee
10 may be entitled.

11 c. On August 29, 2023, Plaintiff provided the requisite written notice by
12 online filing to the LWDA and by certified mail to Defendants, informing them of
13 the specific provisions of the California Labor Code alleged to have been violated,
14 including the facts and theories to support the alleged violations. As of the filing
15 date of this complaint, the LWDA has not responded to Plaintiff's PAGA notice.

16 103. Plaintiff has satisfied the administrative prerequisites under California Labor Code
17 § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for
18 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512(a), 1194, 1197,
19 1197.1, and 1198.

20 104. Defendants' conduct, as alleged herein, violates the following sections of the
21 California Labor Code:

22 a. Violation of California Labor Code §§ 510, 1194, 1197, 1197.1, and 1198
23 (Failure to Pay Regular and Overtime Wages);

24 b. Violation of California Labor Code § 226.7 and 512(a) (Failure to Provide
25 Meal Periods);

26 c. Violation of California Labor Code § 226.7 (Failure to Provide Rest
27 Periods);

28 ///

- d. Violation of California Labor Code §§ 201, 202, and 203 (Failure to Pay Wages Timely Upon Termination);
- e. Violation of California Labor Code § 204 (Failure to Pay Wages Timely During Employment); and
- f. Violation of California Labor Code § 226(a) (Failure to Provide Compliant Wage Statements).

105. California Labor Code § 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a week or for the first 8 hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of 12 hours in a day or in excess of 8 hours in a day on the seventh day of work.

106. California Labor Code § 1194 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that employees are entitled to the applicable minimum wage or overtime compensation for all hours worked.

107. California Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

108. California Labor Code § 1197 provides that the minimum wage for employees fixed by any applicable state or local law is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

109. During the relevant time period, Defendants were subject to the Los Angeles Hotel Worker Protection Ordinance (Los Angeles Municipal Code, §§ 182.00, *et seq.*) Los Angeles Municipal Code § 182.03 establishes limits on how many square feet of guest rooms a hotel employee may be required to clean per day. For hotels with 45 to 59 rooms, the employee may not be required to clean more than 4,000 square feet of floor space per 8 hour workday, unless the employer pays double time for each and every hour worked. For hotels with 60 or more rooms, the threshold is 3,500 square feet of floor space per 8 hour workday.

110. During the relevant time period, Defendants were subject to the Los Angeles Citywide Hotel Worker Minimum Wage Ordinance (Los Angeles Municipal Code, §§ 186.00, *et seq.*) Los Angeles Municipal Code § 186.02 requires that hotel workers be paid a minimum wage rate of approximately 25% more than the state minimum wage. The list of minimum wage rates by date is made available by the City of Los Angeles at <https://wagesla.lacity.org>.

111. During the relevant time period, Plaintiff consistently worked in excess of 8 hours in a day, and/or in excess of 40 hours in a week. Defendants willfully failed to pay all wages, including regular and overtime wages, owed to Plaintiff and other aggrieved employees.

112. Defendants compensated Plaintiff and other aggrieved employees for their regular hours at a rate less than the rates required by Los Angeles Municipal Code §§ 182.03 and 186.02.

113. Defendants compensated Plaintiff and other aggrieved employees for their overtime hours at a rate less than the rates required by Los Angeles Municipal Code §§ 182.03 and 186.02.

114. Defendants' failure to pay Plaintiff and other aggrieved employees the applicable regular and overtime wage rates violates the provisions of California Labor Code §§ 510, 1194, 1197, 1197.1, and 1198, and is therefore unlawful.

115. Defendants' failure to pay Plaintiff the applicable regular and overtime wage rates violates the provisions of Los Angeles Municipal Code §§ 182.00 and 186.00, *et seq.*, and is therefore unlawful.

116. At all relevant times, the applicable IWC Wage Order and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiff's and other aggrieved employees' employment by Defendants.

117. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the California IWC.

118. At all relevant times, the applicable IWC Wage Order and California Labor Code § 512(a) provide that an employer may not require, cause or permit an employee to work for a period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes, except that if the total work period per day of the employee is

1 not more than 6 hours, the meal period may be waived by mutual consent of both the employer
2 and the employee.

3 119. At all relevant times, the applicable IWC Wage Order and California Labor Code
4 section 512(a) further provide that an employer may not require, cause or permit an employee to
5 work for a period of more than 10 hours per day without providing the employee with a second
6 uninterrupted meal period of not less than 30 minutes, except that if the total hours worked is not
7 more than 12 hours, the second meal period may be waived by mutual consent of the employer
8 and the employee only if the first meal period was not waived.

9 120. During the relevant time period, Plaintiff and other aggrieved employees were
10 scheduled to work for a period of time no longer than 6 hours, did not waive their legally-
11 mandated meal periods by mutual consent, and were required to work for periods longer than 5
12 hours without an uninterrupted meal period of not less than 30 minutes.

13 121. During the relevant time period, Defendants willfully required Plaintiff and other
14 aggrieved employees to work during meal periods and failed to compensate Plaintiff and other
15 aggrieved employees for work performed during meal periods.

16 122. At all relevant times set forth herein, Defendants failed to provide compliant meal
17 periods to Plaintiff and other aggrieved employees, as required by California law. Plaintiff and
18 other aggrieved employees were deprived of the opportunity to take a timely, duty-free meal
19 period of at least 30 minutes for every 5 hours of work due to the working conditions imposed by
20 Defendants.

21 123. Plaintiff and other aggrieved employees were given a heavy workload and tight
22 deadlines that did not permit them to take legally compliant meal breaks.

23 124. During the relevant time period, Defendants failed to pay Plaintiff and other
24 aggrieved employees meal period premium wages due for non-compliant meal periods pursuant to
25 California Labor Code § 226.7.

26 125. Defendants' conduct violates the applicable IWC Wage Orders and California
27 Labor Code §§ 226.7 and 512(a).

28 126. At all relevant times herein set forth, the applicable IWC Wage Order and

1 California Labor Code § 226.7 were applicable to Plaintiff's and other aggrieved employees'
2 employment by Defendants.

3 127. At all relevant times, California Labor Code § 226.7 provides that no employer
4 shall require an employee to work during any rest period mandated by an applicable order of the
5 California IWC.

6 128. At all relevant times, the applicable IWC Wage Order provides that "[e]very
7 employer shall authorize and permit all employees to take rest periods, which insofar as
8 practicable shall be in the middle of each work period" and that the "rest period time shall be
9 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours
10 or major fraction thereof" unless the total daily work time is less than three and one-half (3½)
11 hours.

12 129. During the relevant time period, Defendants failed to provide Plaintiff and other
13 aggrieved employees with a duty-free rest period of at least 10 minutes for every four hours of
14 work or major fraction thereof.

15 130. During the relevant time period, Defendants failed to pay Plaintiff and other
16 aggrieved employees the rest period premiums due for non-compliant rest periods pursuant to
17 California Labor Code § 226.7. Defendants only provided one one-hour meal period per workday.

18 131. Defendants' conduct violates the applicable IWC Wage Orders and California
19 Labor Code § 226.7.

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

26 133. The unpaid wages owed to Plaintiff and other aggrieved employees at the time of
27 termination of their employment include unpaid regular and overtime and premium wages for non-
28 compliant meal and rest periods, as set forth herein.

1 134. Defendants' failure to pay Plaintiff and other aggrieved employees who are no
2 longer employed by Defendants their wages earned and unpaid at the time of discharge, or within
3 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
4 Code §§ 201, 202 and 203.

5 135. All California employers know or should know that employees must be paid for all
6 time spent under the employer's control and that overtime wages are paid at one and a half times
7 the regular rate of pay. Defendant's failure to abide by these well-established laws is willful and
8 not in good faith.

9 136. California Labor Code § 203 provides that if an employer willfully fails to pay
10 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
11 a penalty from the due date, and at the same rate until paid or until an action is commenced; but
12 the wages shall not continue for more than thirty (30) days.

13 137. Plaintiff and other aggrieved employees are entitled to recover from Defendants the
14 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant
15 to California Labor Code § 203.

16 138. At all material times set forth herein, California Labor Code § 204 provides that the
17 wages earned by any person in any employment (other than final wages, the wages of temporary
18 employees, commissions, and the salaries of some exempt employees) are due and payable twice
19 during each calendar month. Labor performed between the 1st and 15th days of the calendar month
20 must be paid for between the 16th and 26th days of the calendar month, and labor performed
21 between the 16th and last days of the calendar month must be paid for between the 1st and 10th days
22 of the following month.

23 139. During the relevant time period, Defendants failed to pay Plaintiff and other
24 aggrieved employees in a timely manner for all wages earned during their employment. This
25 occurred as a result of Defendants' failure to pay regular and overtime wages and meal and rest
26 period premium wages, as set forth above.

27 140. As a result of Defendants' violation of California Labor Code § 204, Plaintiff and
28 other aggrieved employees have suffered injury and damage to their statutorily-protected rights.

1 141. At all material times set forth herein, California Labor Code § 226(a) provides that
2 every employer shall furnish each of his or her employees an accurate itemized wage statement in
3 writing showing the following information: (1) gross wages earned; (2) total hours worked by the
4 employee, except for any employee whose compensation is solely based on a salary and who is
5 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
6 the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable
7 piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all
8 deductions made on written orders of the employee may be aggregated and shown as one item; (5)
9 net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the
10 name of the employee and his or her social security number, except that by January 1, 2008, only
11 the last four digits of his or her social security number or an employee identification number other
12 than a social security number may be shown on the itemized statement; (8) the name and address
13 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
14 period and the corresponding number of hours worked at each hourly rate by the employee.

15 142. Defendants have intentionally and willfully failed to provide Plaintiff and other
16 aggrieved employees with complete and accurate wage statements because the number of hours
17 worked and the corresponding hourly rates are inaccurate as a consequence of Defendants' failure
18 to pay regular and overtime wages and meal and rest period premium wages, as set forth herein.

19 143. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
20 and other aggrieved employees have suffered injury and damage to their statutorily-protected
21 rights.

22 144. Specifically, Plaintiff and other aggrieved employees have been injured by
23 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
24 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
25 statements under California Labor Code § 226(a). Plaintiff and other aggrieved employees have
26 been injured by Defendants' intentional violation of California Labor Code § 226(a) in that it has
27 caused confusion over whether they received all of the wages owed them, in addition to their
28 difficulty and expense in reconstructing pay records and making mathematical computations to

1 analyze whether the wages paid them did in fact compensate them for all hours worked

2 145. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to
3 suffer injury if the wage statement fails to accurately and completely provide certain pieces of
4 information and the employee cannot promptly and easily determine such information from the
5 wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is
6 deemed to suffer injury if the wage statement does not accurately and completely state the total
7 number of hours worked by the employee, and all applicable hourly rates in effect during the pay
8 period and the corresponding number of hours worked at each hourly rate.

9 146. Plaintiff and the aggrieved employees are deemed to have suffered injury because
10 their wage statements did not provide complete and accurate information regarding the total
11 number of hours they worked in a given pay period, the applicable hourly rates in effect during the
12 pay period, and the corresponding number of hours worked at each hourly rate.

13 147. California Labor Code §§ 558 and 558.1 provide that an employer or “other person
14 acting on behalf of an employer” who violates, or causes to be violated, a provision of Labor Code
15 §§ 500 through 558, or a provision of the IWC Wage Orders regarding hours and days of work, is
16 liable for civil penalties of \$50 to \$100 per pay period to each underpaid employee, in addition to
17 other civil penalties provided for by law. As set forth herein, Defendants have violated provisions
18 of the California Labor Code and IWC Wage Order 5-2001, and is thus liable for penalties under
19 Labor Code § 558.

20
21 **REQUEST FOR JURY TRIAL**

22 Plaintiff requests a trial by jury as to Plaintiff’s individual Labor Code claims.

23
24 **PRAYER FOR RELIEF**

25 Plaintiff, and on behalf of all others aggrieved, prays for relief and judgment against
26 Defendants, jointly and severally, as follows:

27 **As to the First Cause of Action**

28 1. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code §§ 510, 1194, 1197, 1197.1, and 1198, and Los Angeles Municipal Code §§ 182.03
2 and 186.02, by willfully failing to pay all wages, including minimum and overtime wages, due to
3 Plaintiff;

4 2. For general unpaid wages at the applicable wage rates and such general and special
5 damages as may be appropriate;

6 3. For pre-judgment interest on any unpaid wages commencing from the date such
7 amounts were due;

8 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
9 California Labor Code § 1194(a) and Los Angeles Municipal Code §§ 182.10 and 186.07;

10 5. For statutory penalties pursuant to California Labor Code § 1197.1;

11 6. For statutory damages pursuant to Los Angeles Municipal Code § 182.10;

12 7. For treble damages pursuant to Los Angeles Municipal Code § 186.07; and

13 8. For such other and further relief as the Court may deem equitable and appropriate.

14 As to the Second Cause of Action

15 9. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all
17 meal periods to Plaintiff;

18 10. That the Court make an award to the Plaintiff of one (1) hour of pay at each
19 employee's regular rate of compensation for each workday that a compliant meal period was not
20 provided;

21 11. For all actual, consequential, and incidental losses and damages, according to
22 proof; and

23 12. For such other and further relief as the Court may deem equitable and appropriate.

24 As to the Third Cause of Action

25 13. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code § 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
27 periods to Plaintiff;

28 14. That the Court make an award to the Plaintiff of one (1) hour of pay at each

1 employee's regular rate of compensation for each workday that a compliant rest period was not
2 provided;

3 15. For all actual, consequential, and incidental losses and damages, according to
4 proof; and

5 16. For such other and further relief as the Court may deem equitable and appropriate.

6 As to the Fourth Cause of Action

7 17. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code §§ 201, 202, and 203 by willfully failing to pay Plaintiff all compensation owed to her
9 at the time of termination of her employment;

10 18. For all actual, consequential and incidental losses and damages, according to
11 proof;

12 19. For statutory penalties pursuant to California Labor Code § 203; and

13 20. For such other and further relief as the Court may deem equitable and appropriate.

14 As to the Fifth Cause of Action

15 21. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code § 204 by willfully failing to pay all compensation owed timely during the
17 employment of Plaintiff;

18 22. For all actual, consequential and incidental losses and damages, according to proof;

19 23. For statutory penalties pursuant to California Labor Code § 210 for Plaintiff; and

20 24. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Sixth Cause of Action

22 25. That the Court declare, adjudge and decree that Defendants violated the record
23 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to
24 Plaintiff, and willfully failed to provide accurate itemized wage statements thereto;

25 26. For all actual, consequential and incidental losses and damages, according to proof;

26 27. For statutory penalties pursuant to California Labor Code § 226(e);

27 28. For injunctive relief to ensure compliance with this section, pursuant to California
28 Labor Code § 226(g); and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, *et seq.* by failing to pay Plaintiff all wages due to her, including minimum and overtime wages; failing to provide compliant meal and rest periods to Plaintiff and failing to pay premium wages when compliant meal and rest periods were not provided; failing to timely pay all wages due upon employees' resignation or termination under California Labor Code §§ 201 – 203; failing to timely pay all wages due during employment under California Labor Code § 204; and failing to provide Plaintiff with compliant wage statements under California Labor Code § 226.

31. For restitution of unpaid wages and expenses to Plaintiff and prejudgment interest from the day such amounts were due and payable;

32. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200, *et seq.*;

33. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1021.5;

34. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

36. For civil penalties pursuant to California Labor Code § 2699(f) & (g) in the amount of \$100 for each aggrieved employee per pay period for initial violations and \$200 for each aggrieved employee per pay period for subsequent violations, plus attorneys' fees and costs;

37. For civil penalties pursuant to California Labor Code § 558 in the amount of \$50 per pay period for each initial violation and \$100 per pay period for each subsequent violation, for all affected employees, in addition to an amount sufficient to recover underpaid wages; and

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38. For such other and further relief as the Court may deem equitable and appropriate.

Dated: November 10, 2023

AEQUITAS LEGAL GROUP

By: 
RONALD H. BAE
OLIVIA D. SCHARRER
CARSON M. TURNER
Attorneys for Plaintiff JUANA PARADA