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Clerk of the Napa Superior Court
By: Lori Walker, Deputy

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff YUNETTE SALAZAR,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA

YUNETTE SALAZAR, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

RESORT AT INDIAN SPRINGS, LLC, a
California limited liability company; INDIAN
SPRINGS CALISTOGA, an entity of unknown
form; INDIAN SPRINGS RESORT & SPA, an
entity of unknown form; SAM'S SOCIAL
CLUB, an entity of unknown form; and DOES
1 through 50, inclusive,

Defendants.

Case No. 23CV000992

CLASS ACTION

~~Assigned for All Purposes To:~~

Hon. Cynthia P. Smith
Dept.: A

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174, and
1174.5;
8. Penalties Pursuant to Labor Code § 203; and
9. Violation of Business & Professions Code §
17200 et seq.; and
10. Failure to Make Proper Disclosure in
Violation of the FCRA
11. Penalties Pursuant to Labor Code § 2699, *et
seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff YUNETTE SALAZAR (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants RESORT AT
8 INDIAN SPRINGS, LLC, a California limited liability company, INDIAN SPRINGS
9 CALISTOGA, an entity of unknown form, INDIAN SPRINGS RESORT & SPA, an entity of
10 unknown form, SAM’S SOCIAL CLUB, an entity of unknown form, and DOES 1 through 50 (all
11 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
12 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
13 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
14 and seeks redress therefore.

15 2. Plaintiff also bring this action against Defendants for alleged violations of the Fair
16 Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681 *et seq.*

17 3. Plaintiff alleges that Defendants, and each of them routinely acquire consumer
18 reports to conduct background checks on Plaintiff and other prospective, current and former
19 employees and use information from consumer reports in connection with their hiring process
20 without providing proper disclosures and obtaining proper authorization in compliance with the
21 law.

22 4. Plaintiff is a resident of California and during the time period relevant to this
23 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
24 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
25 worked for Defendants in Napa County, and in other nonexempt positions, throughout California
26 and, and consistently worked at Defendants’ behest without being paid all wages due. More
27 specifically, Plaintiff and the other similarly situated Class members were employed by
28 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to

the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar violations at the hands of Defendants as the other Employee Class members who served in similar and related positions.

5. Defendants required Plaintiff and the Employees in the Class to perform work while remaining under Defendants' control during their meal breaks. Defendants thus failed to pay Plaintiff and the Class members for all hours worked, and provided them with inaccurate wage statements that prevented Plaintiff and the Class from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

THE PARTIES

A. The Plaintiff

6. Plaintiff YUNETTE SALAZAR has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

7. Defendant RESORT AT INDIAN SPRINGS, LLC, (“RIS”) is a California limited liability company with its principle executive offices in Calistoga, California, and has been listed as the employer on the wage statements issued to Plaintiff during the relevant time period. RIS lists an address in Calistoga, California with the California Secretary of State, and employs Plaintiff and the Employees in Napa County, including at Defendants’ offices and facilities in Calistoga, California, and throughout California and Defendants conduct business throughout California.

8. Defendant INDIAN SPRINGS CALISTOGA, is an entity of unknown form with its principle executive offices in Calistoga, California and has been listed as the employer on Plaintiff's personnel file during the relevant time period. INDIAN SPRINGS CALISTOGA does not list a California address with the California Secretary of State, but upon information and

1 belief, employs Plaintiff and the Employees in Napa County, including at Defendants' offices and
2 facilities in Calistoga, California, and throughout California and conducts business throughout
3 California.

4 9. Defendant INDIAN SPRINGS RESORT & SPA is an entity of unknown form with
5 its principle executive offices in Calistoga, California and has been listed as the employer on
6 Plaintiff's personnel file during the relevant time period. INDIAN SPRINGS RESORT & SPA
7 does not list a California address with the California Secretary of State, but upon information and
8 belief, employs Plaintiff and the Employees in Napa County, including at Defendants' offices and
9 facilities in Calistoga, California, and throughout California and conducts business throughout
10 California.

11 10. Defendant SAM'S SOCIAL CLUB, is an entity of unknown form with its principle
12 executive offices in Calistoga, California and has been listed as the employer on Plaintiff's
13 personnel file during the relevant time period. SAM'S SOCIAL CLUB does not list a California
14 address with the California Secretary of State, but upon information and belief, employs Plaintiff
15 and the Employees in Napa County, including at Defendants' offices and facilities in Calistoga,
16 California, and throughout California and conducts business throughout California.

17 11. The true names and capacities, whether individual, corporate, associate, or
18 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
19 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
20 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
21 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
22 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
23 this Complaint to reflect the true names and capacities of the Defendants designated herein as
24 Does 1 through 50 when their identities become known.

25 12. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
26 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
27 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
28 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in

1 all respects as the employers or joint employers of Employees. Defendants, and each of them,
2 exercised control over the wages, hours or working conditions of Employees, or suffered or
3 permitted Employees to work, or engaged, thereby creating a common law employment
4 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
5 employed Employees.

6 **JURISDICTION AND VENUE**

7 13. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
9 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
10 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
11 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
12 obligations and liabilities giving rise to this lawsuit occurred at least in part in Napa County and
13 Defendants maintain and operate company offices and facilities in Napa County, and employ
14 Plaintiff and other Class members in Napa County and throughout California.

15 **FACTUAL BACKGROUND**

16 14. The Employees who comprise the Class and Collective, including Plaintiff, are
17 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
18 Employees who work in nonexempt positions at the direction of Defendants in the State of
19 California. Plaintiff and the Class members were either not paid by Defendants for all hours
20 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
21 Plaintiff and Employees were not paid for the time spent working while clocked out for meal
22 breaks. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all
23 wages due and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage
24 statements, all in violation of various provisions of the California Labor Code and applicable
25 Wage Orders.

26 15. During the course of Plaintiff and the Class members' employment with
27 Defendants, they were not paid all wages they were owed, including for all work performed and
28 for all overtime hours worked and were forced to work during their meal and rest breaks to keep

1 labor budgets low.

2 16. As a matter of uniform Company policy, Plaintiff and the Class members were
3 required to work during their meal and rest breaks which were not compensated by Defendants in
4 violation of the California Labor Code. Plaintiff and the Class members were also not paid
5 regular wages and overtime for the time they were required to comply with other requirements
6 imposed upon them, which they had to complete while working through their meal and rest
7 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
8 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
9 appropriate overtime rate for all such hours, including by being required to perform work duties
10 and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class members
11 worked substantial overtime hours during their employment with Defendants for which they were
12 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

13 17. As a result of the above described the daily work demands and pressures to work
14 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
15 Class members were not properly paid for all wages earned and for all wages owed to them by
16 Defendants, including when working more than eight (8) hours in any given day and/or more than
17 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
18 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
19 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
20 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
21 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
22 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
23 Labor Code, applicable IWC Wage Orders.

24 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
25 continuing to the present, Defendants had a consistent policy or practice of failing to pay
26 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
27 by California Law.

28 19. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants had a consistent policy or practice of failing to pay
2 Employees overtime compensation at premium overtime rates for all hours worked in excess of
3 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
4 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
5 sections of IWC Wage Orders.

6 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants have regularly required Employees to work shifts in excess
8 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
9 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
10 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
11 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
12 Defendants failed to provide or deficiently provided.

13 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
14 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
15 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
16 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
17 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
18 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

19 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
20 continuing to the present, Defendants have consistently failed to provide Employees with timely,
21 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

22 23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to provide Employees with timely,
24 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

25 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
27 performance of their job duties for Defendants including, but not limited to, the cost of uniform
28 cleaning which were necessary to perform their duties under Defendants’ employ in violation of

1 Labor Code § 2802.

2 25. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
3 continuing to the present, Defendants have consistently failed to keep accurate time and wage
4 records as required by California wage-and-hour laws.

5 26. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
6 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
7 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
8 required by California wage-and-hour laws.

9 27. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
10 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
11 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

12 28. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
13 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
14 enjoyed from their violations of Labor Code.

15 29. When Plaintiff applied for employment with Defendants, Defendants provided a
16 disclosure and authorization form to perform a background investigation.

17 30. The disclosures provided by Defendants contained extraneous and superfluous
18 language that does not consist solely of the disclosure as required by the FCRA and/or is not clear
19 and conspicuous.

20 31. In violation of Section 1681 b(b)(2)(A) of the FCRA, the following provisions of
21 Defendant's disclosure documents contain extraneous information that violates the "solely"
22 requirement of the FCRA:

23 1. Defendants disclosures include information about obtaining investigative consumer
24 reports on applicants.

25 a. This language is extraneous, noncompliant with FCRA disclosure requirements, and
26 mis-identifies the type of report that will be pulled on applicants.

27 2. Defendant's disclosure includes language stating that the report may include information
28 as to "character, general reputation, personal characteristics, and mode of living"

1 a. This language is extraneous and noncompliant with FCRA disclosure requirements.
2 Specifically, the inclusion of language stating that the report will investigate such broad topics as
3 “character”, “general reputation”, “personal characteristics”, and “mode of living” is vague and
4 ambiguous. This language serves to confuse applicants about the scope of the investigation and
5 does not properly identify how such things are to be investigated.

6 3. Defendants disclosure includes languages stating that applicants who sign authorize “I
7 understand that if hired, my consent will apply throughout my employment unless I revoke or
8 cancel it by sending a signed letter to the company Human Resources office.”

9 a. This language is extraneous and noncompliant with FCRA disclosure requirements.
10 Specifically, Defendants cannot force applicants to sign a document that authorizes any and all
11 future investigative consumer reports. This is a massive overstepping of what is permissible under
12 the FCRA and Defendants should be making separate disclosures for each investigation that they
13 caused to be procured for applicants rather than having them sign one document that purportedly
14 authorize investigations into their background in perpetuity. Furthermore, this is unlawful in that it
15 purports to not only authorize a present consumer investigation, but also any future consumer
16 investigation to be conducted by any unnamed third party. This language only serves to confuse
17 applicants as to the scope of their authorization in their disclosures and unlawfully attempts to
18 grant itself blanket authorization to conduct future investigations without complying with the
19 FCRA.

20 4. Defendants disclosure includes information regarding the rights of New York
21 Applicants.

22 a. This is extraneous and noncompliant with FCRA disclosure requirements. The laws of
23 New York have no bearing on applicants outside of New York.

24 32. Additionally, the inclusion of the extraneous provisions causes the disclosure to fail
25 to be “clear and conspicuous” and “clear and accurate,” and thus violates Sections 1681b(b)(2)(A)
26 and 1681d(a). More specifically, the disclosure does not comply with the “clear and conspicuous”
27 requirement because the disclosure includes multi-state information that is not a permissible
28 element in an FCRA disclosure and reduces clarity as to what rights each applicant or employee

possesses. The FCRA disclosure should be a standalone document and, if desired, a bare authorization to obtain information, without being weighed down by multiple, irrelevant state law references, confusing and contradictory rights summaries, and acknowledgement of receipt of separate documents, and impermissible references to side documents containing information not set forth in the attempted disclosure.

CLASS ALLEGATIONS

33. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, and have been employed by Defendants within the State of California.

34. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the

applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.

All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the

applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a

result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

j. Subclass 10. UCL Background Check. All Class members who are current, former

and prospective applicants for employment in the United States who applied for a job with Defendants at any time during the period for whom a background check was performed.

35. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

36. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

37. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals were employed by Defendant's within the State of California.

38. Accounting for employee turnover during the relevant time period increases this

number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

39. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a);
- g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- h. Whether Defendants failed to reimburse Employees for necessary business expenses;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- l. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*;
- m. Whether Defendant's standard FCRA disclosure meets 15 U.S.C. § 1681b(b)(2)(A)(i)'s "clear and conspicuous disclosure" requirement;

n. Whether Defendant's standard FCRA disclosure is “in a document that consists solely of the disclosure” (15 U.S.C. § 1681 b(b)(2)(A)(i)); and

o. Whether Defendant “willfully” violated the FCRA pursuant to 15 U.S.C. § 1681n.

C. Typicality

40. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendant’s common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

41. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

42. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants’ illegal policies or practices of failing to compensate Employees properly.

43. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

44. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

45. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay

1 Employees for all hours worked. Employees would work hours and not receive wages, including
2 as alleged above in connection with working during meal breaks. Additionally, Defendants had a
3 consistent policy of failing to pay Employees for hours worked during alleged meal periods for
4 which Employees were consistently denied, as also addressed herein. Moreover, Defendants did
5 not pay Plaintiff and Employees at the applicable minimum wage for all hours worked.
6 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
7 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
8 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
9 wage pay.

10 46. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
11 states:

12 The minimum wage for employees fixed by the commission is the
13 minimum wage to be paid to employees, and the payment of a less
14 wage than the minimum so fixed is unlawful.

14 47. The applicable minimum wages fixed by the commission for work during the
15 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
16 therefore entitled to double the minimum wage during the relevant period.

17 48. The minimum wage provisions of California Labor Code are enforceable by private
18 civil action pursuant to California Labor Code § 1194(a) which states:

19 Notwithstanding any agreement to work for a lesser wage, any
20 employee receiving less than the legal minimum wage or the legal
21 overtime compensation applicable to the employee is entitled to
22 recover in a civil action the unpaid balance of the full amount of
23 this minimum wage or overtime compensation, including interest
24 thereon, reasonable attorney's fees and costs of suit.

23 49. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
24 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

25 50. California Labor Code § 1194.2 also provides for the following remedies:

26 In any action under Section 1194 . . . to recover wages because of
27 the payment of a wage less than the minimum wages fixed by an
28 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

51. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

52. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

53. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

54. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock working during meal periods. Employees regularly worked over 8 hours on a given day without receiving overtime compensation.

55. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Employees. Each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204.

1 56. Employees have been damaged by these violations of California Labor Code §§
2 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

3 57. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
4 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
5 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
6 reasonable attorneys' fees and costs.

7 **THIRD CAUSE OF ACTION**

8 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

9 **(Against All Defendants)**

10 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 59. Employees regularly worked shifts greater than five (5) hours and greater than ten
13 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
14 more than five (5) hours without providing him or her with a meal period of not less than thirty
15 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
16 meal period of not less than thirty (30) minutes.

17 60. Defendants failed to provide Employees with meal periods as required under the
18 Labor Code. Employees were consistently required to work through their meal periods which they
19 were consistently denied. Employees were also required to take meal periods after working well
20 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
21 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
22 period as required by law. Additionally, Defendants' policy of requiring the Employees to
23 keep their cell phones on throughout their meal breaks and to respond to any calls from
24 Defendants' supervisors or employees or other situations that needed to be addressed
25 prevented Employees from taking their breaks.

26 61. Moreover, Defendants failed to compensate Employees for each meal period not
27 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
28 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an

1 employee a meal period in accordance with this section, the employer shall pay the employee one
2 hour of pay at the employee's regular rate of compensation for each workday that the meal period
3 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
4 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
5 and 20 of the applicable IWC Wage Order.

6 62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
7 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
8 period not provided or deficiently provided, a sum to be proven at trial.

9 **FOURTH CAUSE OF ACTION**

10 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

11 **(Against All Defendants)**

12 63. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 64. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
15 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
16 not less than ten (10) minutes for each consecutive four (4) hour shift.

17 65. Defendants failed to provide Employees with timely rest breaks of not less than ten
18 (10) minutes for each consecutive four (4) hour shift. Additionally, Defendants' policy of
19 requiring the Employees to keep their cell phones on throughout their rest breaks and to
20 respond to any calls from Defendants' supervisors or employees or other situations that
21 needed to be addressed prevented Employees from taking their breaks. Furthermore, under
22 *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260 (2016) "[D]uring required rest
23 periods, employers must relieve their employees of all duties and relinquish any control
24 over how employees spend their break time." Defendants' did not allow Employees to
25 leave the Defendants' location and this is directly at odds with *Augustus*, as it "tethered
26 [employees] by time and policy to a particular location" and therefore fails to relieve
27 employees of all work duties and employer control during rest periods. *Augustus*, 2 Cal.5th
28 at 269.

1 66. Moreover, Defendants failed to compensate Employees for each rest period not
2 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
3 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
4 accordance with this section, the employer shall pay the employee one hour of pay at the
5 employee's regular rate of compensation for each workday that the rest period is not provided.
6 Defendants failed to compensate the Employees in the Class for each rest period not provided or
7 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
8 Order.

9 67. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
10 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
11 worked without the required rest breaks, a sum to be proven at trial.

12 **FIFTH CAUSE OF ACTION**
13 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
14 **IN VIOLATION OF LABOR CODE § 2802**
15 **(Against All Defendants)**

16 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 69. Under Labor Code § 2802(a) an employer must indemnify its employees for all
19 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
20 of his or her duties, or of his or her obedience to the directions of the employer.

21 70. Employees incurred necessary expenditures in the performance of their job duties
22 for Defendants, namely the cost of uniform cleaning, which were necessary to perform their duties
23 under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and
24 continuing to the present, Defendants consistently failed to reimburse Employees for these
25 necessarily incurred business expenses.

26 71. As a result of the unlawful acts of Defendants, Employees have been deprived of
27 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
28 plus interest and penalties thereon, attorneys' fees, and costs.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

72. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

73. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

74. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Employees.

75. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

76. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an

1 award of costs and reasonable attorneys' fees.

2 77. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
3 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
4 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
5 employee for each pay period.

6 78. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
7 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
8 shown according to proof.

9 **SEVENTH CAUSE OF ACTION**
10 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
11 **and 1174.5**
12 **(Against All Defendants)**

13 79. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 80. California Labor Code § 1174 requires that all employers shall keep accurate time
16 and wage records for all employees. California Labor Code § 1174.5 further requires that any
17 employee suffering injury due to a willful violation of the aforementioned obligations may seek
18 damages, including civil penalties, from the employer.

19 81. During the course of Plaintiff's and Employees' employment, Defendants
20 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
21 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
22 overtime, and premium pay as discussed above.

23 82. Defendants are also required by the California Labor Code § 1198 and the
24 applicable Wage Order to maintain a tracking system that accurately records the times at which
25 Employees works.

26 83. Defendants have maintained a common unlawful policy and practice of failing to
27 accurately record meal breaks. At all times relevant hereto, Defendants had maintained an
28 unlawful uniform policy and practice of editing the time records entered by its Employees to

1 change the actual meal break times recorded by the employee, in order to make it appear as though
2 Defendants' Employees took timely and compliant meal breaks.

3 84. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
4 knew wages to be due but failed to pay them.

5 85. Accordingly, Defendants are liable for civil penalties pursuant to the California
6 Labor Code including §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

7 **EIGHTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 203**
9 **(Against All Defendants)**

10 86. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 87. Numerous Employees are no longer employed by Defendants; they either quit
13 Defendants' employ or were fired therefrom.

14 88. Defendants failed to pay these Employees all wages due and certain at the time of
15 termination or within seventy-two (72) hours of resignation.

16 89. The wages withheld from these Employees by Defendants remained due and owing
17 for more than thirty (30) days from the date of separation of employment.

18 90. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
19 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
20 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
21 to thirty (30) days from the date they were due.

22 **NINTH CAUSE OF ACTION**
23 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**
24 **(Against All Defendants)**

25 91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 92. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
28 pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in

1 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
2 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
3 meaning of Code of Civil Procedure
4 § 1021.5.

5 93. Plaintiff is a “person” within the meaning of Business & Professions Code
6 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
7 relief, restitution, and other appropriate equitable relief.

8 94. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
9 business practices.

10 95. Wage-and-hour laws express fundamental public policies. Paying employees their
11 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
12 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
13 to enforce minimum labor standards, to ensure that employees are not required or permitted to
14 work under substandard and unlawful conditions, and to protect law-abiding employers and their
15 employees from competitors who lower costs to themselves by failing to comply with minimum
16 labor standards.

17 96. Defendants have violated statutes and public policies. Through the conduct alleged
18 in this Complaint Defendants have acted contrary to these public policies, have violated specific
19 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
20 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiff,
21 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
22 guaranteed to all employees under the law.

23 97. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
24 violation of the Business & Professions Code § 17200 et seq.

25 98. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
26 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
27 care should have known that their conduct was unlawful; therefore their conduct violates the
28 Business & Professions Code § 17200 et seq.

99. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

100. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

TENTH CAUSE OF ACTION

FAILURE TO MAKE A PROPER DISCLOSURE IN VIOLATION OF THE CFRA

(15 U.S.C. §§ 1681b(b)(2)(A))

(Against All Defendants)

101. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

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

103. Defendants are “persons” as defined by Section 1681 a(b) of the FCRA.

104. Plaintiff and FCRA Class members are “consumers” within the meaning Section 1681a(c) of the FCRA, because they are “individuals.”

105. Section 1681a(d)(1) of the FCRA defines “consumer report” as any oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility” for employment purposes. As defined, a credit and background report qualifies as a consumer report.

106. Section 1681b(b) of the FCRA provides, in relevant part: Conditions for furnishing and using consumer reports for employment purposes

(2) Disclosure to consumer

1 (A) In general

2 Except as provided in subparagraph (B), a person may not procure a consumer report, or cause a
3 consumer report to be procured, for employment purposes with respect to any consumer, unless--

4 (i) a clear and conspicuous disclosure has been made in writing to the consumer at any
5 time before the report is procured or caused to be procured, in a document that consists solely of
6 the disclosure, that a consumer report may be obtained for employment purposes; and

7 (ii) the consumer has authorized in writing (which authorization may be made on the
8 document referred to in clause (i)) the procurement of the report by that person.

9 15 U.S.C. Section 1681b(b)(2)(A)(i) requires that a clear and conspicuous disclosure be
10 made in writing.

11 107. As described above, Plaintiff alleges, on information and belief, that in evaluating
12 her and other class members for employment, Defendants procured or caused to be prepared credit
13 and background reports (i.e., a consumer report and/or investigative consumer report, as defined
14 by 15 U.S.C. § 1681a(d)(1)(B) and 15 U.S.C. § 1681a(e)).

15 108. The purported disclosures do not meet the requirements under the law because they
16 are embedded with extraneous information, and are not clear and conspicuous disclosures in a
17 stand-alone document.

18 109. Under the FCRA, it is unlawful to procure or caused to be procured, a consumer
19 report or investigative consumer report for employment purposes unless the disclosure is made in
20 a document that consists solely of the disclosure and the consumer has authorized, in writing, the
21 procurement of the report. 15 U.S.C. § 1681b(b)(2)(A)(i)-(ii). The inclusion of a release and other
22 extraneous information, therefore, violates § 1681b(b)(2)(A) of the FCRA.

23 110. Although the disclosure and the authorization may be combined in a single
24 document, the Federal Trade Commission ("FTC") has warned that the form should not include
25 any extraneous information or be part of another document. For example, in response to an inquiry
26 as to whether the disclosure may be set forth within an application for employment or whether it
27 must be included in a separate document, the FTC stated: The disclosure may not be part of an
28 employment application because the language [of 15 U.S.C. § 1681b(b)(2)(A) is] intended to

1 ensure that it appears conspicuously in a document not encumbered by any other information. The
2 reason for requiring that the disclosure be in a stand-alone document is to prevent consumers from
3 being distracted by other information side-by-side within the disclosure.

4 111. Defendants' conduct in violation of Section 1681b(b)(2)(A) of the FCRA was and
5 is willful. Defendants acted in deliberate or reckless disregard of their obligations and the rights of
6 applicants and employees, including Plaintiff and class members.

7 112. Defendants' willful conduct is reflected by, among other things, the following facts:
8 (a) Defendants are large entities with access to legal advice; (b) Defendants required a purported
9 authorization to perform credit and background checks in the process of employing the class
10 members which, although defective, evidences Defendants' awareness of and willful failure to
11 follow the governing laws concerning such authorizations;

12 121. Accordingly, Defendants willfully violated and continue to violate the FCRA
13 including, but not limited to, §§ 1681b(b)(2) (A) and 1681d(a). Defendants' willful conduct is
14 reflected by, among other things, the facts set forth above.

15 122. Plaintiff, on behalf of herself and all FCRA Class members, seeks remedies
16 pursuant to 15 U.S.C. § 1681n, including statutory damages, and attorneys' fees and costs.

17 **ELEVENTH CAUSE OF ACTION**

18 **PENALTIES PURSIANT TO LABOR CODE § 2699, ET SEQ.**

19 **(Against All Defendants)**

20 123. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 124. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
23 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
24 alleged violators, Defendants.

25 125. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
26 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
27 penalty provisions, without limitation, based on the following California Labor Code sections:
28 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,

1 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

2 126. The penalties shall be allocated as follows: 75% to the Labor and Workforce
3 Development Agency (LWDA) and 25% to the affected employees.

4 127. Employees also seek any and all penalties and remedies set forth in Labor Code §
5 558, which states:

6
7 (a) Any employer or other person acting on behalf of an employer who
8 violates, or causes to be violated, a section of this chapter or any provision
9 regulating hours and days of work in any order of the Industrial Welfare
10 Commission shall be subject to a civil penalty as follows: (1) For any initial
11 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
12 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

13 (b) If upon inspection or investigation the Labor Commissioner determines that
14 a person had paid or caused to be paid a wage for overtime work in violation of any
15 provision of this chapter, or any provision regulating hours and days of work in any
16 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
citation. The procedures for issuing, contesting, and enforcing judgments for
17 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

18 (c) The civil penalties provided for in this section are in addition to any other
19 civil or criminal penalty provided by law.

20 128. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
21 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
22 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
23 for each violation in a subsequent citation, for which the employer fails to provide the employee a
24 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
25 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seek such penalties on.

26 129. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
27 LWDA and Defendants postmarked on August 3, 2023. The LWDA has not provided notice of its
28 intent to investigate the alleged violations within 65 calendar days of the postmark date of the

1 letters.

2 **RELIEF REQUESTED**

3 WHEREFORE, Plaintiff prays for the following relief:

- 4 1. For an order certifying this action as a class action;
- 5 2. For compensatory damages in the amount of the unpaid minimum wages for work
6 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
7 the filing of this action, as may be proven;
- 8 3. For liquidated damages in the amount equal to the unpaid minimum wage and
9 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 10 4. For compensatory damages in the amount of the hourly wage made by Employees
11 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
12 years prior to the filing of this action, as may be proven;
- 13 5. For compensatory damages in the amount of the hourly wage made by Employees
14 for each day requisite rest breaks were not provided or were deficiently provided where no
15 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
16 be proven;
- 17 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 18 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 19 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
20 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 21 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 22 10. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
- 23 11. For restitution for unfair competition pursuant to Business & Professions Code
24 § 17200 et seq., including disgorgement or profits, as may be proven;
- 25 12. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 26 13. For compensatory damages in the amount of all previously unreimbursed business
27 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
28 from four (4) years prior to the original filing of this action, as may be proven;

1 14. For an order enjoining Defendants and their agents, servants, and employees, and
2 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
3 duties adumbrated in this Complaint;

4 15. A determination and judgment that Defendant willfully violated 15 U.S.C. §
5 1681(b)(2)(A)(i) and(ii) of the FCRA;

6 16. Pursuant to 15 U.S.C. § 1681n(a)(1)(A), an award of statutory damages to Plaintiff
7 and all Class members each willful violation of the FCRA;

8 17. Pursuant to 15 U.S.C. § 1681n(a)(2), an award of punitive damages to Plaintiff and
9 all Class members;

10 18. For all general, special, and incidental damages as may be proven;

11 19. For an award of pre-judgment and post-judgment interest;

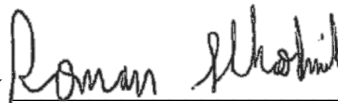
12 20. For an award providing for the payment of the costs of this suit;

13 21. For an award of attorneys' fees; and

14 22. For such other and further relief as this Court may deem proper and just.

15
16 DATED: October 10, 2023

D.LAW, INC.

17
18 By 

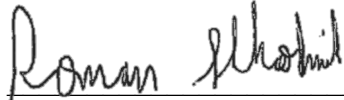
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff
YUNETTE SALAZAR
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: October 10, 2023

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Attorneys for Plaintiff
YUNETTE SALAZAR
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Kenneth Nabity
ef-kpn@cpdb.com
Anthony D. Risucci
ef-adr@cpdb.com
COBLENTZ PATCH DUFFY & BASS LLP
One Montgomery Street, Suite 3000
San Francisco, CA 94104

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above transmission.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Natalia Bermudes
Natalia Bermudes