

FILED

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Brenda L. McCormick
Executive Officer and Clerk
Erica Martinez
Erica Martinez

Danny Yadidsion, Esq., SBN 260282
LABOR LAW PC
100 Wilshire Blvd., Suite 700
Santa Monica, California 90401
Telephone: (310) 494-6082
Danny@LaborLawPC.com

Attorneys for Plaintiff
HARLEY COLLINS, individually
and on behalf of the putative class

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

HARLEY COLLINS, individually and on
behalf of the putative class,

Plaintiff,

v.

GMH, INC., a corporation; WEST COAST
POWER SOLUTIONS, a corporation; and
DOES 1- 50, Inclusive,

Defendants.

CASE NO.: 2023CUOE014707

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197);
2. Failure to Pay Overtime Wages (Cal. Labor Code §§ 510 and 1194);
3. Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);
4. Failure to Provide Rest Periods (Cal. Labor Code § 226.7);
5. Failure to Reimburse Business Expenses (Cal. Labor Code § 2802);
6. Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);
7. Failure to Pay All Compensation Due Upon Discharge (Cal. Labor Code §§ 201, 202, and 203); and
8. Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*)

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

RECEIVED
VENTURA SUPERIOR COURT
SEP 27 2023

EM

1. Plaintiff HARLEY COLLINS (“Plaintiff”), on behalf of herself and all others similarly situated, hereby submits this Complaint against Defendants GMH, INC., a corporation, WEST COAST POWER SOLUTIONS, a corporation; and DOES 1 through 50, inclusive (collectively, “Defendants”), and each of them, and alleges as follows:

INTRODUCTION

2. This is a class action under California Code of Civil Procedure § 382 seeking damages for unpaid wages, failure to provide meal and rest breaks, unpaid meal and rest breaks, failure to provide accurate itemized wage statements, failure to reimburse employee expenses, penalties, interest, and other equitable relief, and reasonable attorneys’ fees and costs under Cal. Labor Code (“Labor Code”) §§ 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 201-203, 2802 and Cal. Civ. Proc. Code § 1021.5, and restitution under California’s Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200 *et seq.*

3. Plaintiff brings this action on behalf of herself and all other similarly situated individuals – ***all non-exempt employees currently and formerly employed by GMH, INC. and WEST COAST POWER SOLUTIONS*** (“Defendants”) (the “Class”) – in the State of California from four years prior to the filing of this Complaint through to the trial date (“Class Period”). Defendants’ violations of California’s wage and hours laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiff and Class Members were non-exempt employees as defined under the Labor Code and were entitled to receive all wages owed and either regular meal and rest breaks or premium pay for time worked during meal and rest breaks. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage statements reflecting the total amount of money which they were owed and the accurate name of the company employing them. However, Defendants refused to afford Plaintiff and Class Members any meal or rest breaks, and refused to pay them premium pay for denied meal and rest breaks.

5. Moreover, Defendants regularly furnished to Plaintiff and all Class Members inaccurate itemized wage statements by including inaccurate wages owing to Defendants' willful

violation of California’s meal and rest break laws.

6. In particular, during the one-year period prior to the filing of this Complaint through to the trial date (“Wage Statement Class Period”), Defendants knowingly and intentionally failed to provide Class Members with accurate itemized wage statements (“Wage Statement Subclass”), in violation of Labor Code § 226(a) and 226.2. Defendant did so by providing wage statements with inaccurate payment amounts, owing to the failure to pay all wages for all hours worked and to the failure to pay premium and meal and rest break pay.

7. Likewise, this action is brought on behalf of a subclass comprised of Plaintiff and Class Members formerly employed by Defendants (“Waiting Time Penalty Subclass Members”). During the “Waiting Time Penalty Subclass Period” – designated as three years prior to the filing of the Complaint through to the trial date – Defendants failed to pay all compensation due and owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation of Labor Code §§ 201-203.

8. As a result of the above Labor Code violations, Defendants committed unfair, unlawful, and fraudulent business practices, in violation of the UCL.

THE PARTIES

9. Plaintiff is a resident of Oxnard, California, and was, at all times relevant to this action, a non-exempt employee of Defendants.

10. Defendants GMH, INC. and WEST COAST POWER SOLUTIONS are corporations that at all times relevant hereto, did business and employed individuals in the County of Ventura, State of California.

11. GMH, INC. and WEST COAST POWER SOLUTIONS are Plaintiff’s employer within the meaning of the Labor Code and is therefore subject to the jurisdiction of this Court.

12. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of

1 the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is
2 therefore liable to Plaintiff as alleged hereinafter.

3 13. Plaintiff is informed and believes, and based thereupon alleges, that at all times
4 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
5 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
6 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
7 in part within the course and scope of said agency, employment, conspiracy, joint employment,
8 alter ego status, and/or joint venture and with the permission and consent of each of the other
9 Defendants.

10 14. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
11 and each of them, including those Defendants named DOES 1-50, acted in concert with one
12 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
13 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
14 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
15 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
16 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
17 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
18 Plaintiff harm.

19 15. Whenever and wherever reference is made in this Complaint to any act or failure
20 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
21 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

22 **JURISDICTION**

23 16. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
24 Code §§ 201-203, 226, 510, 512, 558, 1194, 2802, and the UCL, Bus. & Prof. Code §§ 17203 and
25 17204.

26 17. The amount in controversy for Plaintiff's individual claims, including claims for
27 civil penalties and pro rata share of attorneys' fees, is less than seventy-five thousand dollars
28 (\$75,000).

1 **VENUE**

2 18. Venue is proper in the County of Ventura pursuant to Cal. Civ. Proc. Code § 395(a)
3 and 395.5. Defendants GMH, INC. and WEST COAST POWER SOLUTIONS operate and/or
4 operated in Oxnard, California, and many of the actions complained of giving rise to this action
5 took place in Ventura County.

6 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

7 19. Plaintiff is informed and believes, and based thereon alleges, that there exists such
8 a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and
9 separateness of Defendants have ceased to exist.

10 20. Plaintiff is informed and believes, and based thereon alleges, that despite the
11 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
12 Defendants, including, but not limited to because:

13 a. Defendants are completely dominated and controlled by DOES 1-50, who
14 personally violated the laws as set forth in this complaint, and who have hidden and currently hid
15 behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable
16 purpose.

17 b. DOES 1-50 derive actual and significant monetary benefits by and through
18 Defendants' unlawful conduct, and by using Defendants as the funding source for their own
19 personal expenditures.

20 c. Plaintiff is informed and believes that Defendants and DOES 1-50, while
21 really one and the same, were segregated to appear as though separate and distinct for purposes
22 of circumventing a statute or accomplishing some other wrongful or inequitable purpose.

23 d. Plaintiff is informed and believes that Defendants do not comply with all
24 requisite corporate formalities to maintain a legal and separate corporate existence.

25 e. Plaintiff is informed and believes, and based thereon alleges, that the
26 business affairs of Defendants and DOES 1-50 are, and at all times relevant were, so mixed and
27 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
28 confusion. Defendants are, and at all times relevant hereto were, used by DOES 1-50 as a mere

1 shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego
2 of DOES 1-50. The recognition of the separate existence of Defendants would not promote
3 justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for
4 violations of the Government Code, Labor Code, and other statutory violations. The corporate
5 existence of Defendants and DOES 1-50 should be disregarded in equity and for the ends of
6 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

7 21. Accordingly, Defendants constitute the alter ego of DOES 1-50, and the fiction of
8 their separate corporate existence must be disregarded.

9 22. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
10 thereon alleges that Defendant and DOES 1-50 are Plaintiff's joint employers by virtue of a joint
11 enterprise, and that Plaintiff was an employee of Defendants and DOES 1-50. Plaintiff performed
12 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
13 Defendants shared control of Plaintiff as an employee, either directly or indirectly, in the manner
14 in which Defendants' business was and is conducted.

15 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

16 23. Defendants GMH, INC. and WEST COAST POWER SOLUTIONS are California
17 corporations engaged in providing heating, ventilation, electrical, and air conditioning services.

18 24. Plaintiff was employed by both Defendants GMH, INC. and WEST COAST
19 POWER SOLUTIONS as a receptionist from on or about April 24, 2023 through on or about
20 September 8, 2023.

21 25. Plaintiff's responsibilities as a receptionist included answering phone calls
22 promptly, assisting the accounting department with paperwork, such as invoices and packing slips,
23 collecting time cards for payroll, daily kitchen maintenance, upkeep of the front entrance, and
24 providing office assistance to one of the defendants.

25 26. Despite being non-exempt hourly employees, Plaintiff and the Class Members were
26 not afforded legally compliant meal or rest breaks. Defendants also did not provide premium pay
27 for missed meal and rest breaks.

28 27. In addition, Defendant failed to pay Plaintiff and the Class Members wages for all

hours worked, including by requiring Plaintiff and the Class Members to complete work off the clock and otherwise denying Plaintiff and the Class Members payment for all hours worked.

28. Moreover, Defendant failed to pay Plaintiff and the Class Members overtime wages for hours spent working overtime, including on days when they worked in excess of eight hours per day or weeks in which they worked in excess of forty hours per week. Defendant also failed to pay double time to Plaintiff and the Class Members on days in which they worked in excess of twelve hours.

29. Plaintiff's and the Class Members' wage statements confirm that they were not paid premiums for their missed meal and rest breaks, which itself made the statements inaccurate because the statements did not accurately reflect all wages owed to Plaintiff and Class Members under California law. Instead, these wage statements also reflect routine, repeated, and deliberate violations of California labor laws:

30. Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements do not show the individual days in which they worked in excess of eight hours, and weeks in which they worked in excess of 40 hours. While they were given overtime pay, the wage statements regularly failed to accurately reflect payment owed to them for overtime hours worked.

31. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's or the Class Members' wage statements is there any reflection of premium pay for missed meal and rest breaks, despite GMH, INC. and WEST COAST POWER SOLUTIONS denying Class Members the opportunity to take such meal and rest breaks as required by California law.

32. Failure to Reimburse Business Expense: Nowhere on Plaintiff's or the Class Member's wage statements is there any reflection of reimbursement for business expenses for use of personal gear, equipment, cell phones and other personal items.

33. Off the Clock Work: Nowhere on Plaintiff's or the Class Members' wage statements is there any reflection for payment of work completed before clocking in or after clocking out, as required by Defendant.

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CLASS ACTION ALLEGATIONS

34. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is impractical.

35. Plaintiff's claims are typical of the claims of the members of the Class and Waiting Time Penalty Subclass because she was an employee of Defendants who was (a) not paid for all hours worked, including for required off the clock work at GMH, INC. and WEST COAST POWER SOLUTIONS; (b) not paid any premium overtime pay for the duration of her employment at GMH, INC. and WEST COAST POWER SOLUTIONS (c) was not paid a premium rate for denied meal and rest breaks for the duration of her employment at GMH, INC. and WEST COAST POWER SOLUTIONS; (d) was not reimbursed for business expenses; (e) was provided with inaccurate wage statements which provided inaccurate sums of money to be paid to Plaintiff; and (f) was not paid all wages due at termination.

36. Plaintiff will fairly and adequately represent the interests of the Class and Waiting Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in complex class action litigation. Plaintiff's counsel has the expertise and financial resources to adequately represent the interests of the Class and Waiting Time Penalty Subclass.

37. Common questions of law and fact exist as to all members of the Class and the Waiting Time Penalty Subclass and predominate over any questions solely affecting individual members of the Class and Subclass.

38. Class action treatment is superior to any alternative to ensure the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and

efficient adjudication of this controversy. Class Members are readily identifiable from Defendant's employee rosters and/or payroll records.

39. Defendant's actions are generally applicable to the entire Class. Prosecution of separate actions by individual members of each Class creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn, would establish incompatible standards of conduct for Defendant.

40. Because joinder of all members is impractical, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Furthermore, the amounts at stake for many members of each Class, while substantial, may not be sufficient to enable them to maintain separate suits against Defendant.

FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS

Failure to Pay Wages for All Hours Worked

(California Labor Code §§ 1194, 1197)

41. Plaintiff re-alleges, on behalf of herself and Class Members, each and every paragraph of this Complaint as though fully set forth.

42. California Labor Code §§ 1194, 1197, and applicable Wage Orders entitle non-exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

43. Plaintiff and Class Members regularly worked "off the clock" as required by Defendant, and they were not paid any wages for this time worked. Defendant unlawfully failed to pay Plaintiff and Class Members the proper compensation for these hours.

44. As a result of these violations, Defendant is liable for unpaid wages, interest thereon, and attorneys' fees and costs.

45. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

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1 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 Failure to Pay Overtime Wages

3 (California Labor Code §§ 510, 558)

4 46. Plaintiff re-alleges, on behalf of herself and Class Members, each and every
5 paragraph of this Complaint as though fully set forth.

6 47. California Labor Code §§ 510, 558, and applicable Wage Orders entitle non-exempt
7 employees to overtime premiums for hours worked in excess of eight (8) in a given day, forty (40)
8 in a given workweek, or on the seventh day worked in a single workweek. All hours must be paid
9 at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum
10 wage obligation.

11 48. Plaintiff and Class Members worked in excess of eight hours per day and in excess
12 of forty hours per week, and Defendant unlawfully failed to pay Plaintiff and Class Members the
13 proper overtime compensation.

14 49. As a result of these violations, Defendant is liable for unpaid overtime wages,
15 interest thereon, and attorneys' fees and costs.

16 50. Plaintiff, on behalf of herself and Class Members, also requests relief as described
17 below.

18 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

19 Failure to Provide Meal Periods

20 (California Labor Code §§ 226.7, 512)

21 51. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
22 Complaint as though fully set forth.

23 52. Defendants failed to provide meal periods as required by Labor Code §§ 226.7, 512
24 and applicable Wage Orders.

25 53. Plaintiff and Class Members worked in excess of five hours a day without being
26 provided at least half hour meal periods in which they were relieved of their duties, as required by
27 Labor Code §§ 226.7 and 512 and applicable Wage Orders. *See Brinker Restaurant Corp., et al.*
28 *v. Superior Court* (2012) 53 Cal. 4th 1004, 1040-41 ("The employer satisfies this obligation if it

1 relieves its employees of all duty, relinquishes control over their activities and permits them a
2 reasonable opportunity to take an uninterrupted 30-minute period, and does not impede or
3 discourage them from doing so . . . [A] first meal period [is required] no later than the end of an
4 employee's fifth hour of work, and a second meal period [is required] no later than the end of an
5 employee's 10th hour of work.”).

6 54. Because Defendants failed to provide proper meal periods, it is liable to Plaintiff
7 and Class Members for one hour of additional pay at the regular rate of compensation for each
8 work day that the proper meal periods were not provided, pursuant to Labor Code §§ 226.7 and
9 512 and applicable Wage Orders, as well as interest thereon, plus reasonable attorneys’ fees and
10 costs of suit pursuant to Civil Procedure Code § 1021.5.

11 55. Plaintiff, on behalf of herself and Class Members, also requests further relief as
12 described below.

13 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

14 Failure to Provide Rest Periods

15 (California Labor Code § 226.7)

16 56. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
17 Complaint as though fully set forth.

18 57. Defendants failed to provide the rest periods that are required by applicable Wage
19 Orders. *See Brinker*, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts
20 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
21 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

22 58. Because Defendants failed to provide proper rest periods, it is liable to Plaintiff and
23 Class Members for one hour of additional pay at the regular rate of compensation for each workday
24 that the proper rest periods were not provided, pursuant to Labor Code § 226.7 and applicable
25 Wage Orders, as well as interest thereon, plus reasonable attorneys’ fees and costs of suit pursuant
26 to Civil Procedure Code § 1021.5.

27 59. Plaintiff, on behalf of herself and Class Members, also requests relief as described
28 below.

1 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 Failure to Reimburse for Business Expenses

3 (California Labor Code § 2802)

4 60. Plaintiff re-alleges, on behalf of herself and Class Members, each and every
5 paragraph of this Complaint as though fully set forth.

6 61. California Labor Code § 2802 requires employers to reimburse employees for all
7 reasonable business expenses incurred by employees as a condition of employment.

8 62. Plaintiff and Class Members were required to use their personal gear and equipment
9 to carry out their tasks. They likewise used their personal cell phones, both on the clock and off
10 the clock, to respond to work-related emergencies and other issues, and they incurred expenses as
11 a result. Defendant unlawfully refused to reimburse Plaintiff and Class Members for these
12 expenses.

13 63. As a result of these violations, Defendant is liable for damages related to these
14 unreimbursed expenses.

15 64. Plaintiff, on behalf of herself and Class Members, also requests relief as described
16 below.

17 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

18 Failure to Furnish Timely and Accurate Itemized Wage Statements

19 (California Labor Code § 226.7)

20 65. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
21 Complaint as though fully set forth.

22 66. In violation of Labor Code § 226(a), Defendants did not provide Plaintiff or Class
23 Members with accurate itemized wage statements in writing showing: (1) all applicable hourly
24 rates in effect during each respective pay period and the corresponding number of hours worked
25 by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages
26 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the
27 employee identification or social security number; and, (8) the name and address of the legal entity
28 that is the employer.

1 67. In particular, Defendants failed to include all wages owed and owing to Plaintiff
2 and Class Members on their wage statements, because these statements did not show premium pay
3 for missed meal and rest periods as required under California law.

4 68. As a result of Defendants' failure to provide accurate itemized wages statements,
5 Plaintiff and Class Members suffered actual damages and harm by being unable to determine their
6 applicable hourly rate for each pay period, which prevented them from becoming aware of these
7 violations and asserting their statutory protections under California law.

8 69. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a)
9 on each and every wage statement provided to Plaintiff and Class and Subclass Members.

10 70. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to
11 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which
12 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
13 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

14 71. Plaintiff and Class Members are entitled to an award of costs and reasonable
15 attorneys' fees under Labor Code § 226(h).

16 72. Plaintiff, on behalf of herself and Class Members, also requests relief as described
17 below.

18 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

19 Failure to Pay All Compensation Due Upon Discharge

20 (California Labor Code §§ 201-203)

21 73. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
22 Complaint as though fully set forth.

23 74. California Labor Code §§ 201 and 202 require Defendant to pay all compensation
24 due and owing to former employees immediately upon discharge or within seventy-two hours of
25 their termination of employment. California Labor Code § 203 provides that if an employer
26 willfully fails to pay compensation promptly upon discharge or resignation, as required by Sections
27 201 and 202, then the employer is liable for such "waiting time" penalties in the form of continued
28 compensation up to thirty workdays.

1 75. Defendants willfully failed to pay Plaintiff and Class Members who are no longer
2 employed by Defendants compensation due upon termination as required by California Labor
3 Code §§ 201 and 202. As a result, Defendants are liable to Plaintiff and Waiting Time Class
4 Members waiting time penalties provided under California Labor Code § 203, plus reasonable
5 attorneys' fees and costs of suit.

6 76. Plaintiff, on behalf of herself and Class Members, also requests relief as described
7 below.

8 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

9 Unfair Business Practices in Violation of California

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

11 77. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
12 Complaint as though fully set forth.

13 78. Plaintiff brings this cause of action individually and as a representative of all others
14 subject to Defendants' unlawful acts and practices.

15 79. Business and Professions Code § 17200 prohibits unfair competition in the form of
16 any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204
17 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a
18 civil action for violation of the Unfair Competition Law.

19 80. Defendants committed unlawful, unfair, and/or fraudulent business acts and
20 practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages
21 and failing to pay wages for missed meal and rest periods.

22 81. The above-described unlawful actions of Defendants constitute false, unfair,
23 fraudulent and/or deceptive business practices, within the meaning of Business and Professions
24 Code § 17200, *et seq.*

25 82. As a result of its unlawful acts, Defendants reaped unfair benefits and illegal profits
26 at the expense of Plaintiff, and the Class she seeks to represent. Defendants should be enjoined
27 from this activity, caused to specifically perform its obligations, and made to disgorge these ill-
28 gotten gains and pay restitution to Plaintiff and the members of the Class including, but not limited

1 to, restitution of all unpaid wages, plus interest, as well as attorneys' fees and costs.

2 83. Plaintiff, on behalf of herself and Class Members, also requests relief as described
3 below.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, individually and on behalf of the proposed Class and Subclass,
6 prays for judgment against Defendants, and each of them, in an amount according to proof, as
7 follows:

- 8 A. Certification of Plaintiff's claims as a class action, pursuant to Cal. Code of Civ. Pro.
9 Section 382, on behalf of the proposed class;
- 10 B. That the Court declare that Defendants' policies and/or practices of refusing to pay
11 Plaintiff and the Class Members for all hours worked violated California law;
- 12 C. That the Court declare that Defendants' policies and/or practices of refusing to pay
13 Plaintiff and the Class Members overtime pay violated California law;
- 14 D. That the Court declare that Defendants' policies and/or practices of refusing to authorize
15 meal breaks to Plaintiff and the Class Members violated California law;
- 16 E. That the Court declare that Defendants' policies and/or practices of refusing to authorizing
17 rest breaks to Plaintiff and the Class Members violated California law;
- 18 F. That the Court declare Defendants' policies and/or practices of refusing to pay premium
19 pay to Plaintiff and Class Members for missed meal/rest breaks violated California law;
- 20 G. That the Court declare that Defendants' policies and/or practices of providing inaccurate
21 itemized wage statements to Plaintiff and the Class Members violated California law;
- 22 H. That the Court declare that Defendants' policies and/or practices of refusing to pay all
23 wages due and owing to Plaintiff and the Waiting Time Class Members promptly upon
24 termination violated California law;
- 25 I. That the Court declare that Defendants' violations of California labor law constituted an
26 unfair business practice under the UCL;
- 27 J. For a money judgment representing compensatory damages including lost wages,
28 earnings, commissions, and other employee benefits, and all other sums of money,

1 together with interest on these amounts; for other special damages; and for general
2 damages for mental pain and anguish and emotional distress;

3 K. For prejudgment interest on each of the foregoing at the legal rate from the date the
4 obligation became due through the date of judgment on this matter;

5 L. For punitive damages pursuant to Civil Code § 3294 in amounts sufficient to punish
6 Defendants for wrongful conduct alleged herein and to deter such conduct in the future;

7 M. For pre- and post-judgment interest;

8 N. For reasonable attorneys' fees and costs;

9 O. For penalties as required by law; and

10 P. For all such other and further relief that the court may deem just and proper.
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13 Respectfully Submitted,

14 DATED: September 27, 2023

LABOR LAW PC

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17 By: 

18 Danny Yadidsion, Esq.
19 Attorneys for Plaintiff
20 HARLEY COLLINS
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LABOR LAW PC

D. Zydin

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