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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

KATHERINE SANCHEZ AROCHA, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

TUTTLE FAMILY ENTERPRISES, INC., a California corporation, doing business as PEERLESS BUILDING MAINTENANCE; and DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV24933

CLASS ACTION COMPLAINT

(1) Violation of California Labor Code §§ 510, 1194, and 1198 (Failure to Pay Regular and Overtime Wages);

(2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods or Pay Premium Compensation in Lieu Thereof);

(3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods or Pay Premium Compensation in Lieu Thereof);

(4) Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business-Related Expenses);

(5) Violation of California Labor Code §§ 201 – 203 (Failure to Pay Wages Timely Upon Termination);

(6) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements); and

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

JURY TRIAL DEMANDED

Plaintiff KATHERINE SANCHEZ AROCHA, individually and on behalf of all other members of the public similarly situated, alleges as follows:

THE PARTIES

1. Plaintiff KATHERINE SANCHEZ AROCHA ("Plaintiff") is at least 18 years of age and is a resident of the County of Los Angeles in the State of California.

2. Defendant TUTTLE FAMILY ENTERPRISES, INC., doing business as PEERLESS BUILDING MAINTENANCE, was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

3. Plaintiff is unaware of the true names or capacities of defendants sued herein under the fictitious names DOES 1 through 100, but prays for leave to amend and serve such fictitiously named defendants pursuant to California Code of Civil Procedure § 474 once their names and capacities become known.

4. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are the partners, agents, owners, shareholders, managers or employees of TUTTLE FAMILY ENTERPRISES, INC. and were acting on behalf of TUTTLE FAMILY ENTERPRISES, INC. at all relevant times.

5. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to TUTTLE FAMILY ENTERPRISES, INC., and DOES 1 through 100 (collectively "Defendants"), each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the official policy of Defendants.

6. At all relevant times herein mentioned, Defendants, and each of them, ratified each

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

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

JURISDICTION AND VENUE

8. This class action is brought pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The amount in controversy for each class representative, including claims for compensatory damages and pro rata share of attorneys' fees, is less than $75,000.

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

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

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

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on her own behalf, as well as on behalf of each and all

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other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

13. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

14. Plaintiff's proposed class consists of and are defined as:

> All non-exempt employees who have worked for Defendants in the State of California at any time between four years prior to the filing of this complaint and the date of final judgment in this action.

15. Plaintiff reserves the right to establish additional subclasses as appropriate.

16. There is a well-defined community of interest in the litigation and the class is readily ascertainable:

(a) Numerosity: The members of the class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time. However, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members' as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately, protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are well-versed in the

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rules governing class action discovery, certification, and settlement. Plaintiff and her counsel have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

17. There are common questions of law and fact as to the class (and each subclass, if any) that predominate over questions affecting only individual members, including but not limited to:

(a) Whether Defendants paid Plaintiff and similarly situated employees less than the applicable minimum wage for all hours worked, as required by California law;

(b) Whether Defendants paid Plaintiff and similarly situated employees for all of their overtime hours at the correct hourly rate, as required by California law;

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(c) Whether Defendants have provided Plaintiff and class members with compliant 30-minute uninterrupted duty-free meal periods within the first five hours of work, and/or provided a second 30-minute, duty-free meal period on shifts longer than 10 hours, and whether Defendants have paid the required premiums when such meal periods were not provided, as required by California law;

(d) Whether Defendants have provided Plaintiff and class members with compliant 10-minute rest periods for every four hours worked or major fraction thereof, and whether Defendants have paid the required premiums when such rest periods were not provided, as required by California law;

(e) Whether Defendants reimbursed Plaintiff and class members for all necessary business-related expenses;

(f) Whether Defendants paid Plaintiff and class members all wages owed upon the separation of their employment within the time periods required by California law;

(g) Whether Defendants provided accurate, itemized wage statements to Plaintiff and class members, as required by California law;

(h) Whether Defendants' conduct, as described above, was willful or reckless;

(i) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq*.; and

(j) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

GENERAL ALLEGATIONS

18. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as non-exempt employees who belong to the class as set forth above.

19. Defendants employed Plaintiff as a non-exempt, hourly-paid employee from approximately January 18, 2023 to approximately May 2, 2023. Plaintiff worked as a janitor, and

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her job duties included cleaning buildings and offices.

20. At all relevant times set forth herein, Defendants systematically failed to pay minimum and overtime wages to Plaintiff and other similarly situated non-exempt employees (collectively "employees" or "class members").

21. Plaintiff and class members regularly worked more than 8 hours per day and/or more than 40 hours per week and were not paid correctly for all of their overtime hours.

22. Defendants had a policy and practice of paying employees for their scheduled hours only, and to never pay employees for overtime hours worked. As a result, Plaintiff and the class members routinely worked more time than was shown on their time records. Employees clocked out at their scheduled end time even if they continued working because their supervisors instructed them to do so.

23. Plaintiff's and the class members' unpaid time includes regular and overtime hours.

24. At all relevant times set forth herein, Defendants have failed to provide compliant meal periods to Plaintiff and other similarly situated employees, as required by California law. Plaintiff and class members were deprived of the opportunity to take a timely, duty-free meal period of at least 30 minutes for every 5 hours of work due to the working conditions imposed by Defendants. They were given a heavy workload which prevented or discouraged them from taking compliant meal periods. Defendants often required class members to work through their meal periods or take their meal periods late when Defendants failed to schedule proper coverage on particular jobs. Further, class members were not relieved of all duties during meal periods because they were required to monitor a walkie talkie.

25. Defendants did not pay meal period premiums to Plaintiff and other similarly situated employees when compliant meal periods were not provided.

26. At all relevant times set forth herein, Defendants have failed to provide compliant rest periods to Plaintiff and other similarly situated employees, as required by California law. Plaintiff and class members were deprived of the opportunity to take rest periods of at least 10 minutes for each 4 hours worked or major fraction thereof for the same reasons set forth above regarding the meal period claim.

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27. Defendants did not pay rest period premiums to Plaintiff and other similarly situated employees when compliant rest periods were not provided.

28. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and other similarly situated employees for necessary business-related expenses, including, but not limited to, using their personal mobile phones to take photos of worksites and to communicate with Defendants and building owners. Defendants' pattern and practice was to unlawfully shift the costs of doing business onto Plaintiff and other similarly situated employees by requiring them to pay these necessary work-related expenses out of their own pockets.

29. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other similarly situated employees all wages owed upon the separation of their employment, including the unpaid regular and overtime wages, and meal and rest break premium wages described herein.

30. At all relevant times set forth herein, Defendants have failed to provide Plaintiff and other similarly situated employees with accurate itemized wage statements, as required by California Labor Code § 226(a). The number of hours worked and/or the corresponding hourly rates are inaccurate as a consequence of Defendants' failure to pay regular and overtime wages, and meal and rest break premium wages, as set forth herein.

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

32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and similarly situated employees were entitled to receive minimum wage for all hours worked as well as overtime pay at one-and-a-half times the regular rate of pay, but that Plaintiff and similarly situated employees were not paid all their hours worked and/or were not paid at the correct hourly rate.

33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other similarly situated employees were entitled to receive all meal periods as required by California law, or payment of one additional hour of pay at the regular

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rate of pay when a compliant meal period was not provided.

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

35. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or should have known that Plaintiff and similarly situated employees were entitled to receive reimbursement for all necessary business-related expenses incurred by them, and that Plaintiff and other similarly situated employees did incur such expenses and were not reimbursed.

36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other similarly situated employees were entitled to timely payment of all wages—including, without limitation, regular and overtime wages, and meal and rest break premium wages—due upon termination or discharge in accordance with California law, and that they were not timely paid such wages.

37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other similarly situated employees were entitled to receive complete and accurate wage statements in accordance with California law, and that such wage statements were not provided.

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

39. California Labor Code § 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article.

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FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510, 1194, and 1198

(Against All Defendants)

40. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 39.

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

42. During the relevant time period, Plaintiff and class members consistently worked in excess of 8 hours in a day and/or in excess of 40 hours in a week.

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

44. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members employed by Defendants, and working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of 8 hours in a day or more than 40 hours in a workweek.

45. During the relevant time period, Defendants willfully failed to pay all wages, including regular and overtime wages, owed to Plaintiff and class members.

46. Defendants had a policy and practice of paying employees for their scheduled hours only, and to never pay employees for overtime hours worked. As a result, Plaintiff and the class members routinely worked more time than was shown on their time records. Employees clocked out at their scheduled end time even if they continued working because their supervisors instructed them to do so.

47. Defendants' failure to pay Plaintiff's and class members' minimum and overtime

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wages violates the provisions of California Labor Code §§ 510, 1194 and 1198, and is therefore unlawful.

48. Plaintiff and class members are entitled to recover their unpaid wages and such general and special damages as may be appropriate and interest thereon.

49. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled to recover their unpaid regular and overtime wages, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against All Defendants)

50. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 49.

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

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

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

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

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and the employee only if the first meal period was not waived.

55. During the relevant time period, Plaintiff and class members who were scheduled to work for a period of time no longer than 6 hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than 5 hours without an uninterrupted meal period of not less than 30 minutes.

56. During the relevant time period, Plaintiff and class members who were scheduled to work for a period of time in excess of 6 hours were required to work for periods longer than 5 hours without an uninterrupted meal period of not less than 30 minutes.

57. During the relevant time period, Defendants willfully required Plaintiff and class members to work during meal periods and failed to compensate Plaintiff and class members for work performed during meal periods.

58. At all relevant times set forth herein, Defendants have failed to provide compliant meal periods to Plaintiff and other similarly situated employees, as required by California law. Plaintiff and class members were deprived of the opportunity to take a timely, duty-free meal period of at least 30 minutes for every 5 hours of work due to the working conditions imposed by Defendants. They were given a heavy workload which prevented or discouraged them from taking compliant meal periods. Defendants often required class members to work through their meal periods or take their meal periods late when Defendants failed to schedule proper coverage on particular jobs. Further, class members were not relieved of all duties during meal periods because they were required to monitor a walkie talkie.

59. During the relevant time period, Defendants failed to pay Plaintiff and class members the full meal period premiums due for non-compliant meal periods pursuant to California Labor Code § 226.7.

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

61. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that a compliant meal

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period was not provided.

THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against All Defendants)

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 61.

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

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

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

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

67. At all relevant times set forth herein, Defendants failed to provide compliant rest periods to Plaintiff and other similarly situated employees, as required by California law. Plaintiff and class members were deprived of the opportunity to rest periods of at least 10 minutes for each 4 hours worked or major fraction thereof for the same reasons set forth above regarding the meal break claim.

68. Defendants did not pay rest period premiums to Plaintiff and other similarly

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situated employees when compliant rest periods were not provided.

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

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

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against All Defendants)

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

72. At all material times set forth herein, California Labor Code § 2802 provides that an employer must reimburse employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

73. At all relevant times set forth herein, Defendants required Plaintiff and other class members to absorb those necessary expenditures and losses, wrongfully shifting Defendants' cost of doing business onto Plaintiff and other class members.

74. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and other similarly situated employees for necessary business-related expenses, including, but not limited to, using their personal mobile phones to take photos of worksites and to communicate with Defendants and building owners.

75. Defendants' pattern and practice was to unlawfully shift the costs of doing business onto Plaintiff and other similarly situated employees by requiring them to pay these necessary work-related expenses out of their own pockets.

76. Plaintiff and other class members are entitled to recover from Defendants their business-related expenses and the losses charged to them and incurred during the course and scope

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of their employment, plus interest and an award of costs and reasonable attorneys' fees pursuant to California Labor Code § 2802.

FIFTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

79. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other similarly situated employees all wages owed upon the separation of their employment, including the unpaid regular and overtime wages, and meal and rest break premium wages described herein.

80. Defendants' failure to pay Plaintiff and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202 and 203.

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

82. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but

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the wages shall not continue for more than thirty (30) days.

83. Plaintiff and class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against All Defendants)

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

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

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

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87. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and class members have suffered injury and damage to their statutorily-protected rights.

88. Specifically, Plaintiff and other class members have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a). Plaintiff and other class members have been injured by Defendants' intentional violation of California Labor Code § 226(a) in that it has caused confusion over whether they had received all of the wages owed them, in addition to their difficulty and expense in reconstructing pay records and making mathematical computations to analyze whether the wages paid them did in fact compensate them for all hours worked

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

90. Plaintiff and class members are deemed to have suffered injury because their wage statements did not provide complete and accurate information regarding the total number of hours they worked in a given pay period, the applicable hourly rates in effect during the pay period, and/or the corresponding number of hours worked at each hourly rate.

91. Plaintiff and class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding $4,000 per employee.

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SEVENTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

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

95. A violation of California Business & Professions Code §§ 17200, *et seq*. may be predicated on the violation of any state or federal law. In this case, Defendants' policy and practice of failing to pay Plaintiff and class members the proper hourly rates for all regular and overtime hours worked violates California Labor Code §§ 510, 1194, and 1198; Defendants' policy and practice of requiring Plaintiff and class members to work through their meal and rest periods without paying them proper compensation violates California Labor Code §§ 226.7 and 512(a); Defendants' policy and practice of not reimbursing Plaintiff and class members for necessary business-related expenses violates California Labor Code §§ 2800 and 2802; Defendants' policy and practice of not timely paying all wages owed to Plaintiff and other similarly situated employees upon resignation or termination violates California Labor Code §§ 201, 202, and 203; and Defendants' policy and practice of failing to provide accurate itemized wage statements violate California Labor Code § 226.

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

97. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and

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putative class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510, 1194 and 1198 and applicable IWC Wage Orders by willfully failing to pay all wages, including regular and overtime wages, due to Plaintiff and class members;

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

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

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

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

As to the Second Cause of Action

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

7. That the Court make an award to the Plaintiff and class members of one (1) hour of

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pay at each employee's regular rate of compensation for each workday that a compliant meal period was not provided;

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

9. For premiums pursuant to California Labor Code § 226.7(b);

10. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

As to the Third Cause of Action

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

13. That the Court make an award to the Plaintiff and class members of one (l) hour of pay at each employee's regular rate of compensation for each workday that a compliant rest period was not provided;

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

15. For premiums pursuant to California Labor Code § 226.7(b);

16. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

As to the Fourth Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 2802 by unlawfully failing to indemnify Plaintiff and other class members for losses caused by Defendants' want of ordinary care and for the necessary expenditures or losses incurred in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants;

19. For all actual damages, according to proof;

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20. For pre-judgment interest on any necessary expenditures or losses paid by Plaintiff and other class members, fr5om the date such amounts were paid; and

21. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 2802(c).

As to the Fifth Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay Plaintiff and class members all compensation owed to them at the time of their termination of the employment;

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

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

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

As to the Sixth Cause of Action

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

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

28. For statutory penalties pursuant to California Labor Code § 226(e); and

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

As to the Seventh Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, *et seq*. by failing to pay Plaintiff and class members all wages due to them, including regular and overtime wages; failing to provide compliant meal and rest periods to Plaintiff and class members and failing to pay premium wages when compliant meal and rest periods were not provided; failing to reimburse Plaintiff and class members for necessary business-related expenses under California Labor Code §§ 2800 and 2802; failing to timely pay all wages due upon employees' resignation or termination under California Labor Code

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§ 201 – 203; and failing to provide Plaintiff and class members with compliant wage statements under California Labor Code § 226.

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

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

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

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

Dated: October 12, 2023

AEQUITAS LEGAL GROUP

By: _____

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