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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

AZNIV SUSIE LOPEZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
LISA MARTINEZ, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

CITIZENS BUSINESS BANK, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
10/29/2024 2:27 PM
By: Jordyn Drake, DEPUTY

Lead Case No.: CIVSB2329279
Consolidated Case No.: CIVSB2329283

Honorable Charlie L. Hill, Jr.
Department S30

**CONSOLIDATED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §
2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (5) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records);
- (8) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (9) Violation of California Business & Professions Code § 17200, et seq.

(10) Violation of California Labor Code §2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiff AZNIV SUSIE LOPEZ (“Plaintiff LOPEZ”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and Plaintiff LISA MARTINEZ (“Plaintiff MARTINEZ” and together with Plaintiff Lopez as “Plaintiffs”), individually and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. 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 other 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.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is 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 them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, County of San Bernardino. At all relevant times, Defendant maintained its headquarters/“nerve center”

1 within the State of California, County of San Bernardino.

2 **PARTIES**

3 5. Plaintiff AZNIV SUSIE LOPEZ is an individual residing in the State of
4 California.

5 6. Plaintiff LISA MARTINEZ is an individual residing in the State of California.

6 7. Defendant CITIZENS BUSINESS BANK, at all times herein mentioned, was
7 and is, a California corporation and, at all times herein mentioned, an employer whose
8 employees are engaged throughout the State of California, including the County of San
9 Bernardino.

10 8. At all relevant times, Defendant CITIZENS BUSINESS BANK was the
11 “employer” of Plaintiffs within the meaning of all applicable state laws and statutes.

12 9. At all times herein relevant, Defendants CITIZENS BUSINESS BANK and
13 DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
14 employers, representatives, servants, employees, successors-in-interest, co-conspirators and
15 assigns, each of the other, and at all times relevant hereto were acting within the course and
16 scope of their authority as such agents, partners, joint venturers, representatives, servants,
17 employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein
18 were duly committed with the ratification, knowledge, permission, encouragement,
19 authorization and/or consent of each defendant designated as a DOE herein.

20 10. The true names and capacities, whether corporate, associate, individual or
21 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
22 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
23 that information and belief allege, that each of the defendants designated as a DOE is legally
24 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
25 the injuries and damages to Plaintiffs, the other class members, and the other aggrieved
26 employees as alleged in this Complaint. Plaintiffs will seek leave of court to amend this
27 Complaint to show the true names and capacities when the same have been ascertained.

28 11. Defendant CITIZENS BUSINESS BANK and DOES 1 through 100 will

hereinafter collectively be referred to as “Defendants.”

12. Plaintiffs further allege that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the other class members, and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiff LOPEZ brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

14. The proposed class is composed as follows:

All current and former salaried service managers, or persons who held similar job titles and/or performed similar job duties, misclassified as “exempt” who were employed by any of the Defendants within the State of California at any time during the period from November 9, 2019 to final judgment and who reside in California.

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

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

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff LOPEZ 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 LOPEZ’s claims are typical of all other class members as demonstrated herein. Plaintiff LOPEZ will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

- 1 c. Adequacy: Plaintiff LOPEZ will fairly and adequately protect the
2 interests of each class member, with whom she has a well-defined
3 community of interest and typicality of claims, as demonstrated herein.
4 Plaintiff LOPEZ has no interest that is antagonistic to the other class
5 members. Plaintiffs' attorneys, the proposed class counsel, are versed in
6 the rules governing class action discovery, certification, and settlement.
7 Plaintiff LOPEZ has incurred, and during the pendency of this action
8 will continue to incur, costs and attorneys' fees, that have been, are, and
9 will be necessarily expended for the prosecution of this action for the
10 substantial benefit of each class member.
- 11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.
- 14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Current employees are
16 often afraid to assert their rights out of fear of direct or indirect
17 retaliation despite continuing violations of California's wage-and- hour
18 laws. However, class actions provide the class members who are not
19 named in the complaint anonymity that allows for the vindication of their
20 rights.

21 17. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

- 24 a. Whether Plaintiff LOPEZ and the other the putative class members were
25 classified as "exempt" in violation of California law;
26 b. Whether Defendants' failure to pay wages, without abatement or
27 reduction, in accordance with the California Labor Code, was willful;

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- c. Whether Defendants required Plaintiff LOPEZ and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff LOPEZ and the other class members;
- d. Whether Defendants deprived Plaintiff LOPEZ and the other class members of meal periods or required Plaintiff LOPEZ and the other class members to work during meal periods without compensation;
- e. Whether Defendants deprived Plaintiff LOPEZ and the other class members of rest periods or required Plaintiff LOPEZ and the other class members to work during rest periods without compensation;
- f. Whether Defendants failed to pay all wages due to Plaintiff LOPEZ and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff LOPEZ and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff LOPEZ and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff LOPEZ and the other class members are entitled to

compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, California Private Attorneys General Act (“PAGA”) was applicable to Plaintiffs’ employment by Defendants.

19. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

20. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

21. Plaintiffs were/are employed by Defendants and the alleged violations were committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the LWDA and by U.S. Certified Mail the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the

LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

23. On September 5, 2023, Plaintiff LOPEZ provided written notice by U.S. Certified Mail to the LWDA and to Defendant CITIZENS BUSINESS BANK of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff LOPEZ has not received an LWDA Notice within sixty-five (65) calendar days of the date of submission of Plaintiff LOPEZ's Notice.

24. On November 20, 2023, Plaintiff MARTINEZ provided written notice by U.S. Certified Mail to the LWDA and to Defendant CITIZENS BUSINESS BANK of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff MARTINEZ has not received an LWDA Notice within sixty-five (65) calendar days of the date of submission of Plaintiff MARTINEZ's Notice.

25. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

26. The "aggrieved employees" that Plaintiffs seek to represent are: (a) all current and former hourly-paid or non-exempt individuals who were employed by any of the Defendants within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate ("aggrieved employees in Subgroup A"), and (b) all current and former salaried service managers, or persons who held similar job titles and/or performed

similar job duties, misclassified as “exempt” who were employed by any of the Defendants within the State of California (“aggrieved employees in Subgroup B”).

GENERAL ALLEGATIONS

27. At all relevant times set forth herein, Defendants employed Plaintiffs and the other class members and aggrieved employees in the State of California, including the County of San Bernardino.

28. At all relevant times set forth herein, Defendants employed Plaintiff LOPEZ, the other class members, and other aggrieved employees in Subgroup B as salaried “exempt” employees in the State of California, including the County of San Bernardino.

29. Defendants, jointly and severally, employed Plaintiff LOPEZ from approximately December 2021 to approximately March 2023 in the State of California. During the relevant time period, Defendants employed Plaintiff LOPEZ in a salaried position, misclassified her as “exempt,” and paid her on a salary basis.

30. Defendants hired Plaintiff LOPEZ, the other class members, and the other aggrieved employees in Subgroup B, and misclassified them as salaried “exempt” employees.

31. Defendants, jointly and severally, employed Plaintiff MARTINEZ as an hourly-paid, non-exempt employee, from approximately May 2019 to present, in the State of California.

32. Defendants hired Plaintiff MARTINEZ and the other aggrieved employees in Subgroup A, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

33. Defendants had the authority to hire and terminate Plaintiffs, the other class members, and other aggrieved employees, to set work rules and conditions governing their employment, and to supervise their daily employment activities.

34. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs’, the other class members’, and the other aggrieved employees’ employment for them to be joint employers of Plaintiffs, the other class members, and the other aggrieved employees.

1 35. Defendants directly hired and paid wages and benefits to Plaintiffs, the other
2 class members, and other aggrieved employees.

3 36. Defendants continue to employ “exempt” or salary paid employees,
4 misclassified as “exempt” within the State of California.

5 37. Plaintiffs are informed and believe, and based thereon allege, Plaintiffs, the
6 other class members, and other aggrieved employees worked over eight (8) hours in a day,
7 and/or forty (40) hours in a week during their employment with Defendants.

8 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 engaged in a pattern and practice of wage abuse against Plaintiff LOPEZ, the other class
10 members, and the other aggrieved employees in Subgroup B. This pattern and practice
11 involved, *inter alia*, misclassifying their positions as “exempt” employees for purposes of the
12 payment of overtime compensation when, in fact, they did not qualify as exempt according to the
13 California Labor Code and/or applicable IWC Wage Order.

14 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 engaged in a pattern and practice of wage abuse against Plaintiff MARTINEZ and the other
16 aggrieved employees in Subgroup A. This pattern and practice involved, *inter alia*, failing to
17 pay them for all regular and/or overtime wages earned and for missed meal periods and rest
18 breaks in violation of California law.

19 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs, the other class members, and other aggrieved
21 employees were entitled to receive certain wages for overtime compensation and that they
22 were not receiving wages for overtime compensation.

23 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 failed to provide Plaintiffs, the other class members, and the other aggrieved employees the
25 required rest and meal periods during the relevant time period as required under the Industrial
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27 Welfare Commission Wage Orders and thus they are entitled to any and all applicable
28 penalties.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay when a meal period was missed.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs', the other class members' and the other aggrieved employees' regular rate of pay when a rest period was missed.

44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

45. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and other aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

46. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiffs, the other class members, and the other aggrieved employees did not receive payment of all wages, including overtime wages and meal and rest period premiums, within any time

permissible under California Labor Code section 204.

47. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs, the other class members, and the other aggrieved employees.

48. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs, the other class members, and the other aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

49. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses.

50. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs, the other class members, and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the other class members, and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

51. During the relevant time period, Plaintiffs, the other class members, and the other aggrieved employees were required to work more than eight (8) hours per day and/or forty (40) hours per week, and Defendants failed to pay overtime wages to Plaintiffs, the other class members, and the other aggrieved employees for all overtime hours worked.

52. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs, the other class members, and the other aggrieved employees.

53. During the relevant time period, Defendants failed to pay Plaintiffs and the other aggrieved employees at least minimum wages for all hours worked.

54. During the relevant time period, Defendants failed to pay Plaintiffs, the other class members, and the other aggrieved employees all wages owed to them upon discharge or resignation.

55. During the relevant time period, Defendants failed to pay Plaintiffs, the other class members, and the other aggrieved employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

56. During the relevant time period, Defendants regularly and consistently failed to provide complete or accurate wage statements to Plaintiffs, the other class members, and the other aggrieved employees .

57. During the relevant time period, Defendants regularly and consistently failed to keep complete or accurate payroll records for Plaintiffs, the other class members, and the other aggrieved employees .

58. During the relevant time period, Defendants regularly and consistently failed to reimburse Plaintiffs, the other class members, and the other aggrieved employees for all necessary business-related expenses and costs.

59. During the relevant time period, Defendants failed to properly compensate Plaintiffs, the other class members, and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

60. California Labor Code section 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."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against CITIZENS BUSINESS BANK and DOES 1 through 100)

61. Plaintiff LOPEZ incorporates by reference the allegations contained in paragraphs 1 through 60, and each and every part thereof with the same force and effect as

1 though fully set forth herein.

2 62. California Labor Code section 1198 and the applicable Industrial Welfare
3 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
4 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
5 rate of pay, depending on the number of hours worked by the person on a daily or weekly
6 basis.

7 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
8 were required to pay Plaintiff LOPEZ and the other class members employed by Defendant,
9 and working more than eight (8) hours in a day or more than forty (4) hours in a workweek, at
10 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
11 than forty (40) hours in a workweek.

12 64. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiff LOPEZ and the other class members overtime compensation at a rate
14 of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a
15 day.

16 65. California Labor Code section 510 codifies the right to overtime compensation
17 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
18 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
19 of work, and no overtime compensation at twice the regular hourly rate for hours worked in
20 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
21 of work.

22 66. During the relevant time period, Plaintiff LOPEZ and the other class members
23 worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in
24 excess of forty (40) hours in a week.

25 67. During the relevant time period, Defendants intentionally and willfully failed to
26 pay overtime wages owed to Plaintiff LOPEZ and the other class members.

27 68. Defendants’ failure to pay Plaintiff LOPEZ and the other class members the
28 unpaid balance of overtime compensation, as required by California laws, violates the

provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

69. Pursuant to California Labor Code section 1194, Plaintiff LOPEZ and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against CITIZENS BUSINESS BANK and DOES 1 through 100)

70. Plaintiff LOPEZ incorporates by reference the allegations contained in paragraphs 1 through 69, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

73. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

74. 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 work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period

1 was not waived.

2 75. During the relevant time period, Plaintiff LOPEZ and the other class members
3 who were scheduled to work for a period of time no longer than six (6) hours, and who did not
4 waive their legally-mandated meal periods by mutual consent, were required to work for
5 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
6 (30) minutes.

7 76. During the relevant time period, Plaintiff LOPEZ and the other class members
8 who were scheduled to work for a period of time in excess of six (6) hours were required to
9 work for periods longer than five (5) hours without an uninterrupted meal period of not less
10 than thirty (30) minutes.

11 77. During the relevant time period, Plaintiff LOPEZ and the other class members
12 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than
13 twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual
14 consent were required to work in excess of ten (10) hours without receiving a second
15 uninterrupted meal period of not less than thirty (30) minutes.

16 78. During the relevant time period, Plaintiff LOPEZ and other class members who
17 were scheduled to work for a period of time in excess of twelve (12) hours were required to
18 work for periods longer than ten (10) hours without a second uninterrupted meal period of not
19 less than thirty (30) minutes.

20 79. During the relevant time period, Defendants intentionally and willfully required
21 Plaintiff LOPEZ and the other class members to work during meal periods and failed to
22 compensate Plaintiff LOPEZ and the other class members the full meal period premium for
23 work performed during meal periods.

24 80. During the relevant time period, Defendants failed to pay Plaintiff LOPEZ and
25 the other class members the full meal period premium due pursuant to California Labor Code
26 section 226.7.

27 81. Defendants' conduct violates applicable IWC Wage Order and California Labor
28 Code sections 226.7 and 512(a).

82. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff LOPEZ and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against CITIZENS BUSINESS BANK and DOES 1 through 100)

83. Plaintiff LOPEZ incorporates by reference the allegations contained in paragraphs 1 through 82, and each and every part thereof with the same force and effect as though fully set forth herein.

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

85. At all relevant times, California Labor Code section 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.

86. 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 (3 ½) hours.

87. During the relevant time period, Defendants required Plaintiff LOPEZ and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

88. During the relevant time period, Defendants willfully required Plaintiff LOPEZ and the other class members to work during rest periods and failed to pay Plaintiff LOPEZ and the other class members the full rest period premium for work performed during rest periods.

89. During the relevant time period, Defendants failed to pay Plaintiff LOPEZ and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

90. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

91. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff LOPEZ and the other 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 the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against CITIZENS BUSINESS BANK and DOES 1 through 100)

92. Plaintiff LOPEZ incorporates by reference the allegations contained in paragraphs 1 through 91, and each and every part thereof with the same for and effect as though fully set forth herein.

93. At all relevant times herein set forth, California Labor Code sections 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 if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours 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.

94. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff LOPEZ and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

95. Defendants' failure to pay Plaintiff LOPEZ and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two

(72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

97. Plaintiff LOPEZ and the other 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 section 203.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against CITIZENS BUSINESS BANK and DOES 1 through 100)

98. Plaintiff LOPEZ incorporates by reference the allegations contained in paragraphs 1 through 97, and each and every part thereof with the same force and effect as though fully set forth herein.

99. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

100. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

101. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

102. During the relevant time period, Defendants intentionally and willfully failed to

1 pay Plaintiff LOPEZ and the other class members all wages due to them, within any time
2 period permissible under California Labor Code section 204.

3 103. Plaintiff LOPEZ and the other class members are entitled to recover all remedies
4 available for violations of California Labor Code section 204.

5 **SIXTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 226(a))**

7 **(Against CITIZENS BUSINESS BANK and DOES 1 through 100)**

8 104. Plaintiff LOPEZ incorporates by reference the allegations contained in
9 paragraphs 1 through 102, and each and every part thereof with the same force and effect as
10 though fully set forth herein.

11 105. At all material times set forth herein, California Labor Code section 226(a)
12 provides that every employer shall furnish each of his or her employees an accurate itemized
13 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
14 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
15 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
16 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
17 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
18 his or her social security number, (8) the name and address of the legal entity that is the
19 employer, and (9) all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate by the employee. The deductions
21 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
22 showing the month, day, and year, and a copy of the statement or a record of the deductions
23 shall be kept on file by the employer for at least three years at the place of employment or at a
24 central location within the State of California.

25 106. Defendants have intentionally and willfully failed to provide Plaintiff LOPEZ
26 and the other class members with complete and accurate wage statements. The deficiencies
27 include, but are not limited to: the failure to include the total number of hours worked by
28 Plaintiff LOPEZ and the other class members.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against CITIZENS BUSINESS BANK and DOES 1 through 100)

111. Plaintiff LOPEZ incorporates by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

1 payroll records showing the hours worked daily and the wages paid, to Plaintiff LOPEZ and
2 the other class members.

3 114. As a result of Defendants' violation of California Labor Code section 1174(d),
4 Plaintiff LOPEZ and the other class members have suffered injury and damage to their
5 statutorily-protected rights.

6 115. More specifically, Plaintiff LOPEZ and the other class members have been
7 injured by Defendants' intentional and willful violation of California Labor Code section
8 1174(d) because they were denied both their legal right and protected interest, in having
9 available, accurate and complete payroll records pursuant to California Labor Code section
10 1174(d).

11 **EIGHTH CAUSE OF ACTION**

12 **(Violation of California Labor Code §§ 2800 and 2802)**

13 **(Against CITIZENS BUSINESS BANK and DOES 1 through 100)**

14 116. Plaintiff LOPEZ incorporates by reference the allegations contained in
15 paragraphs 1 through 115, and each and every part thereof with the same force and effect as
16 though fully set forth herein.

17 117. Pursuant to California Labor Code sections 2800 and 2802, an employer must
18 reimburse its employee for all necessary expenditures incurred by the employee in direct
19 consequence of the discharge of his or her job duties or in direct consequence of his or her
20 obedience to the directions of the employer.

21 118. Plaintiff LOPEZ and the other class members incurred necessary business-
22 related expenses and costs that were not fully reimbursed by Defendants.

23 119. Defendants have intentionally and willfully failed to reimburse Plaintiff LOPEZ
24 and the other class members for all necessary business-related expenses and costs.

25 120. Plaintiff LOPEZ and the other class members are entitled to recover from
26 Defendants their business-related expenses and costs incurred during the course and scope of
27 their employment, plus interest accrued from the date on which the employee incurred the
28 necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION

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

(Against CITIZENS BUSINESS BANK and DOES 1 through 100)

121. Plaintiff LOPEZ incorporates by reference the allegations contained in paragraphs 1 through 120, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

124. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff LOPEZ and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff LOPEZ and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff LOPEZ and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

125. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

126. Plaintiff LOPEZ and the other 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.

127. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff LOPEZ and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences November 9, 2019; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against CITIZENS BUSINESS BANK and DOES 1 through 100)

128. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 127, and each and every part thereof with the same force and effect as though fully set forth herein.

129. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

130. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

Failure to Pay Overtime

131. Defendants' failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

132. Defendants' failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes

unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

133. Defendants' failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the applicable IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

134. Defendants' failure to pay legally required minimum wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

135. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

136. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

137. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

138. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

139. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees

for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

140. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

141. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%)

1 to the aggrieved employees.

2 142. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and
3 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
4 statute.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiffs, individually, and on behalf of other members of the general public similarly
7 situated and on behalf of other aggrieved employees pursuant to the California Private
8 Attorneys General Act, request a trial by jury.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the
11 general public similarly situated and on behalf of other aggrieved employees pursuant to the
12 California Private Attorneys General Act, pray for relief and judgment against Defendants,
13 jointly and severally, as follows:

14 **Class Certification**

15 143. That this action be certified as a class action;

16 144. That Plaintiff LOPEZ be appointed as the representative of the Class;

17 145. That counsel for Plaintiffs be appointed as Class Counsel; and

18 146. That Defendants provide to Class Counsel, immediately upon its appointment,
19 the names and most current contact information (address and telephone numbers) of all class
20 members.

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

22 147. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
24 all overtime wages due to Plaintiff LOPEZ and the other class members;

25 148. For general unpaid wages at overtime wage rates and such general and special
26 damages as may be appropriate;

27 149. For pre-judgment interest on any unpaid overtime compensation commencing
28 from the date such amounts were due;

1 150. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Labor Code section 1194; and

3 151. For such other and further relief as the court may deem just and proper.

4 **As to the Second Cause of Action**

5 152. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
7 provide all meal periods (including second meal periods) to Plaintiff LOPEZ and the other
8 class members;

9 153. That the Court make an award to Plaintiff LOPEZ and the other class members
10 of one (1) hour of pay at each employee's regular rate of compensation for each workday that a
11 meal period was not provided;

12 154. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 155. For premium wages pursuant to California Labor Code section 226.7(c);

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

17 157. For reasonable attorneys' fees and costs of suit incurred herein; and

18 158. For such other and further relief as the court may deem just and proper.

19 **As to the Third Cause of Action**

20 159. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
22 rest periods to Plaintiff LOPEZ and the other class members;

23 160. That the Court make an award to Plaintiff LOPEZ and the other class members
24 of one (1) hour of pay at each employee's regular rate of compensation for each workday that a
25 rest period was not provided;

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

28 162. For premium wages pursuant to California Labor Code section 226.7(c);

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

3 164. For such other and further relief as the court may deem just and proper.

4 **As to the Fourth Cause of Action**

5 165. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
7 time of termination of the employment of Plaintiff LOPEZ and the other class members no
8 longer employed by Defendants;

9 166. For all actual, consequential, and incidental losses and damages, according to
10 proof;

11 167. For statutory wage penalties pursuant to California Labor Code section 203 for
12 Plaintiff LOPEZ and the other class members who have left Defendants' employ;

13 168. For pre-judgment interest on any unpaid compensation from the date such
14 amounts were due; and

15 169. For such other and further relief as the court may deem just and proper.

16 **As to the Fifth Cause of Action**

17 170. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
19 by California Labor Code section 204 to Plaintiff LOPEZ and the other class members;

20 171. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 172. For pre-judgment interest on any unpaid compensation from the date such
23 amounts were due; and

24 173. For such other and further relief as the court may deem just and proper.

25 **As to the Sixth Cause of Action**

26 174. That the Court declare, adjudge and decree that Defendants violated the record
27 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
28 as to Plaintiff LOPEZ and the other class members, and willfully failed to provide accurate

itemized wage statements thereto;

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

176. For statutory penalties pursuant to California Labor Code section 226(e);

177. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

178. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

179. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff LOPEZ and the other class members as required by California Labor Code section 1174(d);

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

181. For statutory penalties pursuant to California Labor Code section 1174.5; and

182. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

183. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff LOPEZ and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

185. For the imposition of civil penalties and/or statutory penalties;

186. For punitive damages and/or exemplary damages according to proof at trial;

187. For reasonable attorneys' fees and costs of suit incurred herein; and

188. For such other and further relief as the court may deem just and proper.

As to the Ninth Cause of Action

189. That the Court declare, adjudge and decree that Defendants California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff LOPEZ and the other class members all overtime compensation due to them, failing to provide all meal and

rest periods to Plaintiff LOPEZ and the other class members, failing to pay Plaintiff LOPEZ's and the other class members' wages timely as required by California Labor Code sections 201, 202 and 204, failing to provide Plaintiff LOPEZ and other class members with complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse Plaintiff LOPEZ and the other class members for necessary business-related expenses and costs.

190. For restitution of unpaid wages to Plaintiff LOPEZ and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

191. 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 violation of California Business and Professions Code sections 17200, et seq.;

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

193. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

194. For such other and further relief as the court may deem just and proper.

As to the Tenth Cause of Action

195. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs/expenses and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

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Dated: October 29, 2024

Esmuables Vest

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