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Superior Court of California  
County of Mendocino

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MENDOCINO**

ANGELINA FAGUNDO, an individual, on  
behalf of herself and others similarly situated,

Plaintiff,

vs.

NORTH COAST OPPORTUNITIES, INC. a  
California corporation; and DOES 1 through  
50, inclusive,

Defendants.

Case No.: 23CV00840

CLASS ACTION

Assigned for All Purposes To:

Hon. Jeanine Nadel

Dept.: E

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Reimburse Necessary Expenditures Under Labor Code § 2802
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties under PAGA, Labor Code § 2698

**DEMAND FOR JURY TRIAL**

Original Complaint filed: September 6, 2023

1 Plaintiff ANGELINA FAGUNDO (hereinafter “Plaintiff”), on behalf of herself and other  
2 similarly situated non-exempt, hourly employees employed by Defendants in California as case  
3 managers and in similar and related positions (collectively, “Employees”; individually,  
4 “Employee”), complains of Defendants, and each of them, as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former Employees  
7 within the State of California who, at any time from four years prior to the filing of this lawsuit, are  
8 or were employed as non-exempt, hourly employees, including as case managers, project assistants,  
9 project coordinators, and in similar and related positions, by Defendants NORTH COAST  
10 OPPORTUNITIES, INC., a California corporation, and DOES 1 through 50, inclusive (all  
11 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants,  
12 and each of them, violated various provisions of the California Labor Code, relevant orders of the  
13 Industrial Welfare Commission (“IWC”), and the California Business & Professions Code, and  
14 seeks redress for these violations.

15 2. The class that Plaintiff seeks to represent (“Class”) is composed of California  
16 residents who worked for Defendants in the State of California as non-exempt workers paid on an  
17 hourly basis (“Class Members”) at any time during the period beginning four years prior to the filing  
18 of the original complaint through the future date of notice to the Class Members that a class has  
19 been certified in this action (“Class Period”). The wage and hour violations alleged in this  
20 Complaint revolve around Defendant’s systemic failure to pay its non-exempt California employees  
21 in conformance with the California Labor Code, Business and Professions Code, the applicable  
22 Wage Order, and other California statutes and caselaw. Principally, Defendants failed to create and  
23 maintain accurate records of actual hours worked by its employees; instead, Defendants engage in  
24 a practice of compensating their employees based on a schedule system, paying employees for the  
25 hours allocated or assigned, rather the hours actually worked by employees. From this practice,  
26 which directly results in unpaid time and rounding or shaving of time, are related other violations,  
27 including but not limited to recordkeeping violations, the failure to provide proper rest and meal  
28 breaks, failure to accurately calculate and pay sick leave, failure to reimburse employees for

1 necessary business expenditures and wage statement violations. Plaintiff and the Class are owed  
2 wages, interest, and penalties as a result of Defendants' enforcement of these policies and practices  
3 that violate the California Labor Code, applicable Wage Order, and California's unfair competition  
4 law (Cal. Bus. & Prof. Code section 17200 et seq., hereinafter "UCL"), as described below.

5 3. At all times relevant hereto, Defendant's unlawful policies and practices were  
6 centrally devised and commonly applied to all Class Members.

## 7 **II. THE PARTIES**

8 4. Plaintiff is a non-exempt, California-resident employee of Defendants during the  
9 Class Period. Plaintiff was employed by Defendants from approximately February 10, 2021, to  
10 September 7, 2022. Plaintiff and the Class members worked as hourly, non-exempt Employees for  
11 Defendants, including as case managers, project assistants, project coordinators, and in similar and  
12 related positions in several of Defendants' offices located in Mendocino and Clear Lake Counties  
13 and in Humboldt, Sonoma, Del Norte, Napa, and Solano Counties where Defendants also conduct  
14 business. Plaintiff was employed by Defendants as a Disaster Case Manager with duties that  
15 included serving as a primary point of contact for clients, assisting clients with coordination of  
16 necessary disaster services and resources and conducting clerical office duties. Plaintiff and the  
17 other similarly situated Class members were employed by Defendants and (1) shared similar job  
18 duties and responsibilities (2) were subjected to the same policies and practices (3) and endured  
19 similar violations at the hands of Defendants as the other employee Class members who served in  
20 similar and related positions.

21 5. Defendant NORTH COAST OPPORTUNITIES, INC. is a California corporation.  
22 The wage statements issued to Plaintiff list NORTH COAST OPPORTUNITIES, INC. as her  
23 employer, with an address listed as 413 North State Street, Ukiah, California 95482 and with offices  
24 located at 14913 Lakeshore Dr., Suite C. Clearlake, California 95422 and 850 Lakeport Blvd.  
25 Lakeport, California 95453. NORTH COAST OPPORTUNITIES, INC. is registered with the  
26 California Secretary of State and lists its principal address as 413 North State Street, Ukiah,  
27 California 95482. NORTH COAST OPPORTUNITIES, INC. employed Plaintiff and the  
28 Employees in Mendocino County.

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

### III. JURISDICTION

7. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382.

#### IV. VENUE

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure § 395(a) because Plaintiff was harmed by Defendants' violations of the California Labor Code in Mendocino County, Defendants' principal office is in Mendocino County, Defendants continue to do business in Mendocino County and employ individuals in Mendocino County. Defendants committed at least some of the acts in question in the Complaint in Mendocino County.

## V. FACTUAL BACKGROUND

9. As set forth below and at all times relevant hereto, Defendants' unlawful policies and practices were centrally devised and commonly applied to all Class members, including Plaintiff.

10. Defendants are a nonprofit agency which provides emergency preparedness and fire response services primarily to communities in Lake and Mendocino Counties, though Defendants also provide specific services in Humboldt, Sonoma, Del Norte, Napa, and Solano Counties. Plaintiff and Class members worked as hourly, non-exempt employees for Defendants, including as case managers, project assistants, project coordinators, and related positions pertaining to the provision of community programs and services. On information and belief, Defendants' funding

comes entirely from governmental and private grants. Funding is allocated to various community programs managed by Defendants. Applications for these grants requires extensive planning on how the funding will be used down to how many hours will be spent on management of the program for which funding is received. Renewal of these grants, which are the lifeblood for Defendants, requires strict adherence to the plan and extensive documentation proving that the funding was indeed used in accordance with the plan. This includes documentation of the time and labor that went into the program management.

11. Plaintiff began working for Defendants in February 2020. Plaintiff and Class members work out of Defendants' offices and facilities across seven counties. Defendants employed plaintiff as a Disaster Case Manager with duties that included greeting and serving as a primary point of contact with clients, assisting clients with coordination of necessary disaster services and resources and conducting clerical office duties.

12. Defendants operate a business which, owing to its reliance on grant funding, severely limits the number of hours and wages that it will pay to employees for their labor. Defendants have planned and allocated a certain amount of their funding to labor, and must, as a condition of their grant funding, spend no more than what is allocated. To continue receiving grant funding, Defendants must show in "Activity Sheets" the work that was done for that particular program, and the number of hours that was spent completing it. If more hours than allocated for that period are recorded, it jeopardizes the renewal of the grant and there is a risk the funding will be revoked and have to be refunded because the funding was not used in accordance with the plan. As a result, if an employee works more hours than scheduled and what is allocated for the period in the program, that employee's hours are not recorded and paid.

13. To that end, on information and belief, Defendants require that employees manually input inaccurate, rounded time entries into their electronic timekeeping system so that employees are not fully compensated for all their time worked. Plaintiff for example, was instructed by supervisor Robyn Bera to always input her hours as 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM on the electronic time record, despite Plaintiff beginning work earlier, working later, or working during her lunch hour. Some days, Plaintiff would arrive to work five minutes early to open the

1 office. This entailed Plaintiff using her key card to access the building, unlock the office, disarm the  
2 alarm, turn on the lights and “open” sign, open the key box, turn on heating or air conditioning, put  
3 out a COVID sign-in sheet, and open the doors by 8:00 AM. Plaintiff routinely also stayed an  
4 additional five to ten minutes after her scheduled shift’s end to clean the employee break room,  
5 clean dishes, check the key box, turn off the lights, set the alarm and lock the doors. Plaintiff’s meal  
6 periods were often interrupted or cut short because a client would unexpectedly arrive, and she  
7 would have to attend to that client. Plaintiff was not allowed to record on Defendants’ electronic  
8 time system that her meal periods were shorter than one hour. Likewise, Plaintiff was not permitted  
9 to record that she started work at 7:55 AM or ended work at 5:10 PM or later. Instead, she had to  
10 adhere to Defendants’ universal timekeeping policy of rounding and shaving down her time worked  
11 to the nearest hour. In doing so, Defendants failed to compensate Plaintiff for all her actual time  
12 worked. Defendants’ practice and policy resulted in impermissibly rounded and shaved time, that  
13 was unfair and biased against Plaintiff and other Class members. This illegal rounding policy  
14 systematically underpaid Plaintiff and Class members during the entire length of their employment.

15 14. Defendants also failed to compensate Plaintiff and other Class members for other  
16 additional time worked. Plaintiff was provided a laptop for work which she could take home. After  
17 her scheduled shift ended, Plaintiff frequently spent fifteen to twenty minutes answering work  
18 emails, or text messages on her personal mobile phone or laptop at home. This time was also not  
19 accounted for on Defendants’ electronic timekeeping system. Approximately four to five times per  
20 month, Defendants held meetings in the office. Defendants’ meetings frequently ran fifteen to thirty  
21 minutes past 5:00 PM, but Plaintiff and other Class members were not compensated for their time  
22 beyond their scheduled shifts’ end. Plaintiff was also required to prepare the minutes after each  
23 meeting. In addition, she was also tasked with completing other projects, such as spreadsheets, grant  
24 applications, and meeting agendas. All of these projects had short turn-around periods. For all tasks,  
25 Defendants allocated a certain number of hours which would be compensable. For example, in  
26 drafting the meetings’ minutes, Plaintiff was only permitted to record sixteen hours for the month.  
27 Plaintiff spent well over this number of hours to complete the minutes. Plaintiff was required to  
28 record the meetings’ audio on her mobile phone so she could then draft the minutes. This required

1 Plaintiff to review the audio recording for accuracy and prepare a detailed report. Plaintiff would  
2 then have to submit the minutes to supervisor Robyn Bera, who would review and edit the minutes.  
3 She would then send them back to Plaintiff for further revisions. Much of this work was done after  
4 Plaintiff's scheduled hours, at home, after she had recorded the end of her workday on Defendants'  
5 timekeeping system. Defendants were aware of this but still failed to allow Plaintiff to record the  
6 actual number of hours she worked on the assignment. For example, sometime in January 2021,  
7 Plaintiff spent forty hours drafting the minutes for a meeting she did not attend because she was on  
8 leave for two weeks to care for her ill mother. Despite not attending the meeting, Plaintiff was  
9 assigned to draft the minutes and piece them together from notes and recordings. When Plaintiff  
10 recorded forty hours on her Activity Sheet, she was told by her supervisor Ms. Bera, that she could  
11 only record sixteen hours as this was all that was allocated for that project. For this and many other  
12 drafting projects, Plaintiff was not fully compensated for all the time she worked. Plaintiff was also  
13 not compensated for time she spent responding to work-related text or "Teams" messages after her  
14 scheduled hours. Upon information and belief Defendants committed similar violations in  
15 connection with similarly situated and aggrieved Class members.

16 15. Defendants' policies and practices resulted in "off the clock work" because  
17 Plaintiff's work was not part of her recorded work time. As noted above, Defendants regularly  
18 required Plaintiff and Class members to work off the clock to complete special projects with a limit  
19 on the hours that could be recorded as worked. All of this work resulted in daily unpaid overtime.  
20 Plaintiff and Class members frequently worked more than eight (8), ten (10) and twelve (12) hours  
21 a day, and/or forty (40) hours a week. However, Plaintiff and Class members were not paid any  
22 wages for these additional hours. Further denying overtime compensation, Defendants practiced a  
23 "flex" policy where overtime hours were carried over to the next day so that employees would not  
24 incur overtime or incur over forty hours per week. As a result of Defendants' actions, employees'  
25 hours were inaccurately recorded, and Defendants failed to pay them at the appropriate rates for all  
26 hours worked and failed to pay all wages due and owing at termination or resignation. Defendants'  
27 also provided Plaintiff and Class members with inaccurate wage statements that prevented them  
28 from learning of these unlawful pay practices.

1           16. Defendants also regularly required Class members to incur necessary business  
2 expenses in the course of performing their required job duties without reimbursement. These  
3 included the mobile phone and internet-related expenses Plaintiff incurred in responding to calls,  
4 text and Teams messages from her supervisor Ms. Bera, related to work. Plaintiff was also required  
5 to use her mobile phone to download Google, Teams and ADP applications, record meetings, take  
6 photos of client identification cards and send emails. Defendants failed to reimburse Plaintiff for  
7 these expenses and upon information and belief, also committed similar violations in connection  
8 with similarly situated and aggrieved Class members.

9           17. Defendants also had a policy of paying Class members “Hazard Pay” and other  
10 annual incentives. Defendants failed to notify Class members how exactly these additional wages  
11 would be calculated in violation of Labor Code section 2810.5 which provides that at the time of  
12 hire, an employer shall provide to each employee, a written notice of the rates of pay. Subsequent  
13 wage statements fail to state the rate of calculation. To the extent Defendants paid both overtime  
14 and Hazard and Incentive Pay to Plaintiff and the Class members in the same pay period, Defendants  
15 miscalculated and under paid overtime hours by failing to include all forms of remuneration, i.e.  
16 Hazard and incentive pay, in the regular rate used to calculate and pay overtime. Additionally, to  
17 the extent Defendants paid any sick pay to Plaintiff during these pay periods, Defendants similarly  
18 miscalculated the rate at which it was paid by failing to account for all forms of remuneration in the  
19 regular rate in violation of Labor Code section 246(l)(1) which requires that paid sick time be  
20 calculated as the regular rate of pay for the workweek in which the employee uses paid sick time.

21           18. Defendants also failed to provide Plaintiff and Class members with lawful meal  
22 periods and rest breaks, as employees were required to remain under Defendants’ control and were  
23 not provided with the opportunity to take timely and complete meal periods and rest breaks, as  
24 required by the Labor Code and the applicable paragraphs of the IWC Wage Orders. In theory,  
25 employees could take a one-hour long meal period after a few hours of work, but Defendants also  
26 required that at least one employee remain at the office at all times to attend to incoming clients.  
27 Plaintiff’s position required that she greet clients and by default, she became the employee who  
28 remained at the office on most days. Early on in her employment, Plaintiff attempted to take her

1 meal period at 12:00 PM, but was told by her supervisor Ms. Bera that she should wait until others  
2 took their lunch first. This resulted in Plaintiff regularly taking her meal period after the fifth hour  
3 of work. Even when Plaintiff could take timely meal periods, these would frequently be interrupted  
4 by clients. The same problem arose for rest breaks. Plaintiff would have to abruptly stop her meal  
5 period or rest breaks to tend to clients. These interruptions or outright stoppages could not be  
6 recorded in Defendants' timekeeping system as Ms. Bera instructed Plaintiff to record a full, one-  
7 hour long meal period, even if Plaintiff and other Class members did not actually receive them in  
8 full. Moreover, on days where Plaintiff and other Class members worked ten hours or more, they  
9 did not receive a second meal period. Nor did they receive a third rest break on days where they  
10 worked in excess of ten hours. Plaintiff did not receive any meal or rest premium compensation as  
11 a result of these violations.

12 19. As a result of the aforementioned violations of the Labor Code and applicable Wage  
13 Order, Defendants, by way of their unlawful and unfair timekeeping system, has violated California  
14 Business and Professions Code section 17200 et seq.

15 20. Owing to the preceding allegations, for at least four years prior to the filing of this  
16 action and through to the present, Defendants maintained and enforced against Plaintiff and the  
17 Class unlawful practices and policies in violation of California wage and hour laws, including but  
18 not limited to:

- 19 a. forcing Class members, including Plaintiff, to work "off the clock" time without  
20 compensation as required by law;
- 21 b. failing to create and maintain accurate records of work periods and meal periods,  
22 as required by law for Class members, including Plaintiff;
- 23 c. failing to pay Class members, including Plaintiff, overtime and double overtime  
24 when required by law;
- 25 d. failing to reimburse Class members, including Plaintiff, for expenses incurred,  
26 including personal phone and internet usage as required by law;
- 27 e. failing to record and pay Class members, including Plaintiff, all overtime pay at  
28 the appropriate rate of pay as required by law;

- 1 f. failing to properly provide/authorize Class members, including Plaintiff, rest  
2 periods of at least (10) minutes per four (4) hours worked, or major fraction  
3 thereof, and failing to pay such employees one (1) hour of additional wages at  
4 the employees' regular rate of compensation for each workday that the rest period  
5 was not provided, in violation of California law and public policy;
- 6 g. failing to provide proper, timely meal breaks, requiring Class members, including  
7 Plaintiff, to work at least five (5) hours without a full, thirty-minute,  
8 uninterrupted meal period, and failing to pay such employees one (1) hour of  
9 additional wages at the employees' regular rate of compensation for each  
10 workday that the meal period was not provided, in violation of California state  
11 laws and public policy;
- 12 h. failing to provide Class members, including Plaintiff, with accurate itemized  
13 wage statements in violation of California law and public policy;
- 14 i. failing to pay all wages owed (i.e., wages for all "hours worked," premium rest  
15 and meal period wages, overtime wages) to employees timely upon the  
16 termination of the employment relationship;
- 17 j. failing to provide employees with paid sick leave at the appropriate rate of pay,  
18 in violation of Labor Code sections 245 *et seq.*

19 21. On information and belief, Defendants were on notice of the improprieties alleged  
20 and/or have intentionally, deliberately, and willfully carried out these unlawful and unfair business  
21 practices.

22 22. Defendants have made it difficult to account with precision for the unlawfully  
23 withheld wages due to Class members, including Plaintiff during all relevant times herein, because  
24 Defendants did not fully implement and preserve a timekeeping and record-keeping method to  
25 accurately record all hours worked, meal breaks, and wages earned by its employees as required for  
26 non-exempt employees by California Labor Code sections 226 and 1174(d), and Industrial Welfare  
27 Commission Wage Orders.

28 ///

## VI. CLASS ACTION ALLEGATIONS

23. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows:

“All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly workers within the State of California.” This includes all case managers, project assistants, project coordinators, and those in similar and related positions.

24. On information and belief, the legal and factual issues implicated by this Complaint are common to the Class and affect all Class members. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify the class description or divide into subclasses.

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

### A. Numerosity

26. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class definition within the State of California. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all Class members.

## B. Commonality

27. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for

1 recovery or as to the amount of damages. These common questions of law and fact include:

- 2 a. Whether Defendants failed to pay Employees minimum wages;
- 3 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 4 c. Whether Defendants failed to pay Employees overtime as required under Labor Code  
5 § 510;
- 6 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC  
7 Wage Orders, by failing to provide Employees with requisite meal periods or  
8 premium pay in lieu thereof;
- 9 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage  
10 Orders, by failing to authorize and permit Employees to take requisite rest breaks or  
11 provide premium pay in lieu thereof;
- 12 f. Whether Defendants violated California Labor Code §§ 245 *et seq.* by failing to  
13 provide paid sick leave and/or failing to provide written notice of the amount of paid  
14 sick leave available;
- 15 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with  
16 inaccurate wage statements;
- 17 h. Whether Defendants violated Labor Code § 221;
- 18 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay  
19 wages and compensation due and owing at the time of termination of employment;
- 20 j. Whether Defendants' conduct was willful;
- 21 k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC  
22 Wage Orders by failing to maintain accurate records of Class members' earned  
23 wages and work periods;
- 24 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all  
25 Employees during the relevant time period for all hours worked, whether regular or  
26 overtime;
- 27 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse Employees  
28 for all necessary business expenditures;

- 1 n. Whether Defendants violated Labor Code § 204 by failing to pay Employees all  
2 wages earned at least twice monthly;
- 3 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 4 p. Whether Employees are entitled to equitable relief pursuant to Business and  
5 Professions Code § 17200 *et seq.*

6 **C. Typicality**

7 28. The claims of the named plaintiff are typical of those of the other Employees. The  
8 Employee Class members all sustained injuries and damages arising out of and caused by  
9 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as  
10 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the  
11 off the clock work, rounding of time, and meal and rest violations she was required to endure are  
12 typical of those of the other Class members.

13 **D. Adequacy of Representation**

14 29. Plaintiff will fairly and adequately represent and protect the interest of the Employee  
15 Class members. Counsel who represents Plaintiff and the Employees in the Class are experienced  
16 and competent in litigating employment class actions.

17 **E. Superiority of Class Action**

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

23 31. As to the issues raised in this case, a class action is superior to all other methods for  
24 the fair and efficient adjudication of this controversy, as joinder of all Class members is  
25 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class  
26 members. Further, as the economic or other loss suffered by vast numbers of Class members may  
27 be relatively small, the expense and burden of individual actions makes it difficult for the Class  
28 members to individually redress the wrongs they have suffered. Moreover, in the event

1 disgorgement is ordered, a class action is the only mechanism that will permit the employment of a  
2 fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in  
3 managing this case as a class action, and proceeding on a class-wide basis will permit Employees  
4 to vindicate their rights for violations they endured which they would otherwise be foreclosed from  
5 receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

6 32. Class action treatment will allow those persons similarly situated to litigate their  
7 claims in the manner that is most efficient and economical for the parties and the judicial system.  
8 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.  
9 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would set  
10 forth the subject and nature of the instant action. The Defendants' own business records can be  
11 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that  
12 any further notice is required additional media and/or mailings can be used.

13 33. Defendants, as prospective and actual employers of the Employees in the Class, had  
14 a special fiduciary duty to disclose to prospective Class members the true facts surrounding  
15 Defendants' pay practices, policies and working conditions imposed upon the similarly situated  
16 Employees as well as the effect of any alleged arbitration agreements that may have been forced  
17 upon them. In addition, Defendants knew they possessed special knowledge about pay practices and  
18 policies, most notably intentionally refusing to pay for all hours actually worked which should have  
19 been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements  
20 and policies and practices on the Employees and Class as a whole.

21 34. Plaintiff and the Employees in the Class did not discover the fact that they were  
22 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there  
23 ever any discussion about Plaintiff's and the Class's waiver of their Constitutional rights of trial by  
24 jury, right to collectively organize and oppose unlawful pay practices under California law as well  
25 as obtain injunctive relief preventing such practices from continuing. As a result, the applicable  
26 statutes of limitation were tolled until such time as Plaintiff and the Class members discovered their  
27 claims.

28 ///

1 **VII. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

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

7 36. Defendants failed to pay Employees minimum wages for all hours worked.  
8 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees  
9 would work hours and not receive wages, including as alleged above in connection with off the  
10 clock work and rounding and time shaving, including all the time required to remain on duty and  
11 under Defendants' control during breaks and due to the work demands placed upon them by  
12 Defendants' supervisors. Defendants' uniformly applied policies required systematic off the clock  
13 work and underpayment of all wages owed to Employees over a period of time, while benefiting  
14 Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum  
15 wages to Plaintiff and the Class members, including by requiring systematic off the clock work.  
16 To the extent any local wage ordinances were also applicable to paying the employees an hourly  
17 rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances.  
18 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,  
19 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that  
20 denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage  
21 pay.

22 37. In California, employees must be paid at least the applicable state minimum wage  
23 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and  
24 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to  
25 California Labor Code § 204, other applicable laws and regulations, and public policy, an employer  
26 must timely pay its employees for all hours worked. Defendants failed to do so.

27 38. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:  
28 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to

1 employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable  
2 minimum wage rate fixed by the commission for work during the relevant period is found in the  
3 Wage Orders.

4 39. The minimum wage provisions of California Labor Code are enforceable by private  
5 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to  
6 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal  
7 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid  
8 balance of the full amount of this minimum wage or overtime compensation, including interest  
9 thereon, reasonable attorney’s fees and costs of suit.”

10 40. As described in California Labor Code §§ 1185 and 1194.2, any action for wages  
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,  
12 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage  
13 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for  
14 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in  
15 the absence of a contractually agreed upon one.

16 41. In committing these violations of the California Labor Code, Defendants  
17 inaccurately recorded or required Plaintiff and the Class members to input times that did not reflect  
18 their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual time  
19 worked by Plaintiff and other members of the Class, including by requiring off the clock work as  
20 addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of all earned  
21 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare  
22 Commission requirements and other applicable laws and regulations. As a result of these violations,  
23 Defendants also failed to timely pay all wages earned in accordance with California Labor Code §  
24 1194.

25 42. California Labor Code § 1194.2 also provides for the following remedies: “In any  
26 action under Section 1194 . . . to recover wages because of the payment of a wage less than the  
27 minimum wages fixed by an order of the commission, an employee shall be entitled to recover  
28 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

1           43.     In addition to restitution for all unpaid wages, pursuant to California Labor Code §  
2 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial failure  
3 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each  
4 employee minimum wages. Pursuant to California Labor Code § 1194.2, Plaintiff and Class  
5 members are further entitled to recover liquidated damages in an amount equal to wages unlawfully  
6 unpaid and interest thereon.

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

10          45.     Plaintiff and the Class members are entitled to recover the unpaid minimum wages  
11 (including double minimum wages) and local wage ordinance wages and liquidated damages in an  
12 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's  
13 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members  
14 of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs,  
15 as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the  
16 California Labor Code and/or other applicable statutes. To the extent minimum wage compensation  
17 is determined to be owed to the Class members who have terminated their employment, Defendants'  
18 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be  
19 entitled to waiting time penalties under California Labor Code § 203, which penalties are sought  
20 herein on behalf of these Class members. Defendants' failure to timely pay all wages owed also  
21 violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in  
22 the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful,  
23 intentional, and not in good faith. Further, Plaintiff and other Class members are entitled to seek and  
24 recover statutory costs.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

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

6 47. California Labor Code § 1194 provides that “any employee receiving less than the  
7 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to  
8 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime  
9 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action  
10 may be maintained directly against the employer in an employee’s name without first filing a claim  
11 with the Division of Labor Standards and Enforcement.

12 48. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and  
13 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the  
14 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular  
15 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)  
16 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one  
17 workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in  
18 any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a  
19 workweek.

20 49. Defendants had a consistent policy of not paying Employees wages for all hours  
21 worked, including by requiring off the clock work and rounding as addressed above, by under-  
22 reporting actual hours worked, and by requiring Employees to do so as well. Defendants have also  
23 failed to include all forms of remuneration such as Hazard and Incentive pay in the regular rate of  
24 pay used to calculate and pay overtime and sick pay and failed to begin paying overtime when it  
25 was incurred due to the off the clock work, as detailed above.

26 50. Defendants thus had a consistent policy of not paying Employees wages for all hours  
27 worked, including hours at their required regular, overtime, and double-time rates. Defendants, and  
28 each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain

1 employees' hours, including Plaintiff's, or required Plaintiff and the Class members to do so, or  
2 otherwise caused them to work off the clock to avoid paying Plaintiff and the Class members all  
3 earned and owed straight time and overtime wages and other benefits, in violation of the California  
4 Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth  
5 by the Division of Labor Standards and Enforcement. Defendants have also violated these  
6 provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through  
7 meal periods or remain under Defendants' control when they were required to be clocked out or to  
8 otherwise work off the clock to complete their daily job duties and respond to demands from  
9 customers and managers.

10 51. Therefore, Employees were not properly compensated, nor were they paid overtime  
11 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.  
12 Based on information and belief, Defendants did accurately record employees' actual time worked  
13 resulting in underpayment of wages.

14 52. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of  
15 regular wages owed and overtime compensation for all hours worked, as required by California  
16 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable  
17 IWC Wage Order, and is therefore unlawful.

18 53. Additionally, Labor Code § 558(a) provides "any employer or other person acting  
19 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
20 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil  
21 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each  
22 pay period for which the employee was underpaid in addition to an amount sufficient to recover  
23 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid  
24 employee for each pay period for which the employee was underpaid in addition to an amount  
25 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid  
26 to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in this  
27 section are in addition to any other civil or criminal penalty provided by law." Defendants have  
28 violated provisions of the Labor Code regulating hours and days of work as well as the IWC Wage

1 Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor Code §  
2 558.

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

9 55. Employees have been damaged by these violations of California Labor Code §§ 204  
10 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor  
11 Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100  
12 for causing Employees "to work for longer hours than those fixed, or under conditions of labor  
13 prohibited by an order of the commission" or if the employer pays "a wage less than the minimum  
14 fixed by an order of the commission" or "violates...any provision of this chapter or any order or  
15 ruling of the commission."

16 56. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,  
17 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including  
18 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of  
19 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus  
20 their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties  
21 against Defendants, and each of them, and any additional sums as provided by the Labor Code  
22 and/or other statutes.

23 **THIRD CAUSE OF ACTION**

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

25 **(Against All Defendants)**

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

28 58. Employees regularly worked shifts greater than five (5) hours and in some instances,

1 greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC  
2 Wage Order, an employer may not employ someone for a shift of more than five (5) hours without  
3 providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more  
4 than ten (10) hours without providing him or her with a second meal period of not less than thirty  
5 (30) minutes.

6 59. Defendants failed to provide Employees with meal periods as required under the  
7 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required  
8 to work or to otherwise remain under Defendants' control during meal periods, or Defendants  
9 provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise  
10 had them shortened and interrupted by work demands such as attending to clients and thus remaining  
11 under Defendants' control. Furthermore, upon information and belief, on the occasions when  
12 Employees worked more than ten hours in a given shift, they did so without receiving a second  
13 uninterrupted thirty-minute meal period as required by law.

14 60. Defendants thus failed to provide Plaintiff and the Class members with meal periods  
15 as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by  
16 not providing them with the opportunity to take meal breaks, by providing them late or for less than  
17 thirty minutes, or by requiring them to perform work during breaks.

18 61. Moreover, Defendants failed to compensate Employees for each meal period not  
19 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20  
20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee  
21 a meal period in accordance with this section, the employer shall pay the employee one hour of pay  
22 at the employee's regular rate of compensation for each workday that the meal period is not  
23 provided. Defendants failed to compensate the Employees in the Class for each meal period not  
24 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20  
25 of the applicable IWC Wage Order.

26 62. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the  
27 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to  
28 one hour of wages at their effective hourly rates of pay for each meal period not provided or

1 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory penalties  
2 against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes  
3 and applicable IWC Wage Order paragraphs.

4 **FOURTH CAUSE OF ACTION**

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

6 **(Against All Defendants)**

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

9 64. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide  
10 that employers must authorize and permit all employees to take rest periods at the rate of ten minutes  
11 net rest time per four (4) work hours.

12 65. Employees consistently worked consecutive four hour shifts and were generally  
13 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit  
14 them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage  
15 Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive  
16 four hour shift, and Defendants failed to provide Employees with uninterrupted rest breaks of not  
17 less than ten minutes for each consecutive four hour shift. Defendants made little effort to schedule  
18 or otherwise authorize and permit Plaintiff and the Class members to take complete rest breaks.  
19 Employees were routinely required to work or to otherwise remain under Defendants' control during  
20 rest periods she was ever able to take, including by having to attend to clients and had breaks  
21 provided untimely and interrupted as a result of the above described off the clock work.

22 66. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders  
23 provide that if an employer fails to provide an employee rest period in accordance with this section,  
24 the employer shall pay the employee one hour of pay at the employee's regular rate of compensation  
25 for each workday that the rest period is not provided. Defendants failed to do so.

26 67. Defendants, and each of them, have therefore intentionally and improperly denied  
27 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and  
28 paragraph 12 of the applicable IWC Wage Orders.

68. Defendants failed to authorize and permit Plaintiff and the Class members to take rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders.

69. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

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

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

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

72. Defendants failed to provide Plaintiff and the similarly situated Employee Class members with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendants failed to accurately account for wages, overtime, and premium pay, including for all overtime and double time hours worked and for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the

1 Employees, as alleged above. Additionally, Defendants failed to list the correct entity as the  
2 employer of Plaintiff and the Class members on the wage statements issued to them, as addressed  
3 above.

4 73. Throughout the liability period, Defendants thus intentionally failed to furnish to  
5 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately  
6 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-  
7 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net  
8 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of  
9 the employee and only the last four digits of his or her social security number or an employee  
10 identification number other than a social security number, (8) the name and address of the legal  
11 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the  
12 corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code  
13 § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements.  
14 Defendants knowingly and intentionally failed to provide Plaintiff and the Class members with such  
15 timely and accurate wage and hour statements.

16 74. Plaintiff and the Class members suffered injury as a result of Defendants' knowing  
17 and intentional failure to provide them with the wage and hour statements as required by law and  
18 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the  
19 Defendants have failed to provide an accurate wage statement, failed to provide accurate and  
20 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),  
21 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the wage  
22 statement alone one or more of the following: (i) The amount of the gross wages or net wages paid  
23 to the employee during the pay period or any of the other information required to be provided on  
24 the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a),  
25 (ii) Which deductions the employer made from gross wages to determine the net wages paid to the  
26 employee during the pay period, (iii) The name and address of the employer and, (iv) The name of  
27 the employee and only the last four digits of his or her social security number or an employee  
28 identification number other than a social security number. For purposes of Labor Code § 226(e)

1 “promptly and easily determine” means a reasonable person [i.e. an objective standard] would be  
2 able to readily ascertain the information without reference to other documents or information.

3 75. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers  
4 are required “to pay each employee, on the established payday for the period involved, not less than  
5 the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code §  
6 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under  
7 conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may  
8 therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of  
9 the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC  
10 Wage Orders.

11 76. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code §  
12 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the  
13 Class suffered injuries, including among other things confusion over whether they received all  
14 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing  
15 them to make mathematical computations to analyze whether the wages paid in fact compensated  
16 them correctly for all hours worked.

17 77. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable  
18 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of  
19 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and  
20 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate  
21 penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award  
22 of costs and reasonable attorneys’ fees.

23 **SIXTH CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE § 221**

25 **(Against All Defendants)**

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

28 79. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or

1 receive from an employee any part of wages theretofore paid by said employer to said employee.”  
2 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and  
3 public policy, an employer must timely pay its employees for all hours worked. Defendants failed  
4 to do so.

5 80. Defendants unlawfully received and/or collected wages from the Employees in the  
6 Class by requiring off the clock work and rounding, by miscalculating overtime, and not paying one  
7 hour of pay at the regular rate of compensation for every meal and rest period violation endured by  
8 Plaintiff and the other Class members, as alleged above. By not compensating Employees for all  
9 hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

10 81. As a direct and proximate cause of the unauthorized deductions, Employees have  
11 been damaged, in an amount to be determined at trial.

12 **SEVENTH CAUSE OF ACTION**  
13 **VIOLATION OF LABOR CODE § 204**  
14 **(Against All Defendants)**

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

17 83. Labor Code § 204 instructs that: “All wages, ...earned by any person in any  
18 employment are due and payable twice during each calendar month, on days designated in advance  
19 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,  
20 of any calendar month shall be paid for between the 16th and the 26th day of the month during  
21 which the labor was performed, and labor performed between the 16th and the last day, inclusive,  
22 of any calendar month, shall be paid for between the 1st and 10th day of the following month.”  
23 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for  
24 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days  
25 following the close of the payroll period.” As detailed above, Defendants maintained a consistently  
26 applied policy and practice of not paying all wages earned between the 1<sup>st</sup> and 15<sup>th</sup> days of a month  
27 between the 16<sup>th</sup> and 26<sup>th</sup> day and failed to pay all wages earned between the 16<sup>th</sup> and the last day  
28 of the month between the 1<sup>st</sup> and 10<sup>th</sup> day of the following month. Defendants similarly failed to pay

1 all wages earned by not more than seven calendar days following the close of the payroll period.

2 84. All wages due and owing to Plaintiff and the Class members, including as required  
3 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages  
4 required by Labor Code § 1194 and other sections became due and payable to each employee in  
5 each pay period that she or she was not provided with a meal period or rest period or paid straight  
6 or overtime wages to which she or she was entitled.

7 85. Defendants violated Labor Code § 204 by systematically refusing to timely pay  
8 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the  
9 applicable IWC Wage Orders, employers are required “to pay each employee, on the established  
10 payday for the period involved, not less than the applicable minimum wage for all hours worked in  
11 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer  
12 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”  
13 Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor  
14 Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under  
15 paragraph 20 of the applicable IWC Wage Orders.

16 86. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to  
17 represent have been deprived of wages in amounts to be determined at trial, and they are entitled to  
18 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to  
19 Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC  
20 Wage Orders.

21 **EIGHTH CAUSE OF ACTION**  
22 **VIOLATION OF LABOR CODE § 203**  
23 **(Against All Defendants)**

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

26 88. Plaintiff and numerous Class members are no longer employed by Defendants; they  
27 either quit Defendants’ employ or were fired therefrom.

28 89. Defendants failed to pay these Employees all wages due and certain at the time of

1 termination or within seventy-two hours of resignation.

2 90. The wages withheld from these Employees by Defendants remained due and owing  
3 for more than thirty days from the date of separation from employment. Additionally, Defendants  
4 failed to timely pay Plaintiff her final check at the end of her employment.

5 91. Defendants thus failed to pay Plaintiff and the Class members without abatement, all  
6 wages as defined by applicable California law. Among other things, these Employees were not paid  
7 all regular and overtime wages, including by Defendants failing to pay for all hours worked or  
8 requiring off the clock work or by unlawfully under-recording time entries to the detriment of  
9 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and  
10 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the  
11 required time was willful within the meaning of Labor Code § 203.

12 92. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers  
13 are required "to pay each employee, on the established payday for the period involved, not less than  
14 the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code §  
15 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under  
16 conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may  
17 therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of  
18 the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC  
19 Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants  
20 are subject to a fine of not less than \$100 for causing Employees "to work for longer hours than  
21 those fixed, or under conditions of labor prohibited by an order of the commission" or if the  
22 employer pays "a wage less than the minimum fixed by an order of the commission" or  
23 "violates...any provision of this chapter or any order or ruling of the commission."

24 93. Defendants' failure to pay wages, as alleged, entitles Plaintiff and these former  
25 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of the  
26 IWC Wage Orders as addressed above, including the requirement that an employee's wages shall  
27 continue until paid for up to thirty (30) days from the date they were due.

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1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

3 **(Against All Defendants)**

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

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

10 96. During the course of Plaintiff's and Employees' employment, Defendants  
11 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as  
12 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and  
13 premium pay as discussed above and failing to document and pay for actual hours worked.

14 97. Defendants are also required by the California Labor Code § 1198 and the applicable  
15 Wage Order to maintain a tracking system that accurately records the times during which Employees  
16 work.

17 98. Defendants have maintained a common unlawful policy and practice of failing to  
18 accurately record all hours worked and all meal period start and end times and by adjusting or  
19 otherwise rounding and shaving hours worked.

20 99. Defendants' failure to pay wages, as alleged above, was willful in that Defendants  
21 knew wages to be due but failed to pay them.

22 100. Accordingly, Defendants are liable for civil penalties pursuant to the California  
23 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

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**TENTH CAUSE OF ACTION**  
**FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**  
**IN VIOLATION OF LABOR CODE § 2802**  
**(Against All Defendants)**

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

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

103. Employees incurred necessary expenditures in the performance of their job duties for Defendants, including cell phones; cell phone and internet plans for usage. These expenses were necessary to perform their duties under Defendants' employ and for which Plaintiff and Employees were never reimbursed in violation of Labor Code § 2802.

104. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

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

**ELEVENTH CAUSE OF ACTION**  
**VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***  
**(Against All Defendants)**

106. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

1           107. Plaintiff is a “person” within the meaning of Business & Professions Code  
2 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive  
3 relief, restitution, and other appropriate equitable relief.

4           108. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business  
5 practices. By the conduct alleged herein, Defendants’ practices were deceptive and fraudulent in  
6 that Defendants’ policy and practice failed to provide the required amount of compensation for  
7 missed meal and rest breaks, and failed to adequately compensate Plaintiff and Class members for  
8 all hours worked, due to systematic business practices as alleged herein that cannot be justified,  
9 pursuant to the applicable California Labor Code and Industrial Welfare Commission requirements  
10 in violation of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court  
11 should issue injunctive and equitable relief, pursuant to California Business & Professions Code §  
12 17203, including restitution of wages wrongfully withheld.

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

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

26           111. Defendants’ conduct, as alleged above, constitutes unfair competition in violation  
27 of the Business & Professions Code § 17200 *et seq.*

28           112. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and

1 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of  
2 reasonable care should have known that their conduct was unlawful; therefore their conduct  
3 violates the Business & Professions Code § 17200 *et seq.*

4 113. By the conduct alleged herein, Defendants have engaged and continue to engage in  
5 a business practice which violates California and federal law, including but not limited to, the  
6 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor  
7 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court  
8 should issue declaratory and other equitable relief pursuant to California Business & Professions  
9 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair  
10 competition, including restitution of wages wrongfully withheld.

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

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

19 **TWELFTH CAUSE OF ACTION**

20 **PENALTIES PURSUANT TO VIOLATIONS OF LABOR CODE § 2698, *ET SEQ.***

21 **(Against All Defendants)**

22 116. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in  
23 full herein.

24 117. Plaintiff and the Employees in the Class are also aggrieved employees as defined  
25 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and  
26 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time  
27 period.

28 118. In failing to pay Aggrieved Employees minimum wages and overtime, not

1 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and  
2 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,  
3 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required  
4 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours  
5 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and  
6 paragraph 7 of the applicable IWC Wage Orders.

7 119. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699  
8 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,  
9 including the penalty provisions, without limitation, based, inter alia, on the following California  
10 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,  
11 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2810.5 and 2698 *et seq.*

12 120. More specifically, after complying with the notice procedures of Labor Code §  
13 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General  
14 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed  
15 underlying claims and seeking penalties as specified by the applicable corresponding provisions,  
16 including as follows:

17 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all  
18 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime  
19 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and  
20 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking  
21 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,  
22 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant  
23 to Labor Code § 2699(g)(1);

24 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved  
25 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to  
26 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under  
27 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC  
28 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under

1 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,  
2 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs  
3 pursuant to Labor Code § 2699(g)(1);

4 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide  
5 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to  
6 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,  
7 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking  
8 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),  
9 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,  
10 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by  
11 providing inaccurate wage statements and failing to maintain records as required under Labor  
12 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor  
13 Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a  
14 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial  
15 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent  
16 citation, ...";

17 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at  
18 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,  
19 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,  
20 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20  
21 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code  
22 § 2699(g)(1);

23 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For  
24 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the  
25 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and  
26 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties  
27 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and  
28 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs

pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 246, at the correct rate of pay, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections: For Labor Code § 2810.5, and any above addressed violation of the applicable provisions of the IWC Wage Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

121. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks the penalties and remedies set forth in Labor Code § 558, which states:

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

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

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

122. Plaintiff has exhausted her administrative remedies by submitting a certified letter to the LWDA and Defendants on September 5, 2023 (LWDA-CM-979783-23) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not

provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

#### **VIII. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

1           13.     For restitution for unfair competition pursuant to Business & Professions Code  
2 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

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

6           15.     For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

7           16.     For penalties under Labor Code § 558, as may be proven;

8           17.     For other wages and penalties under the Labor Code as may be proven;

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

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

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

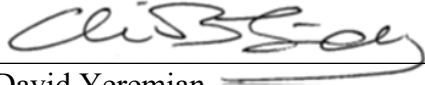
12          21.     For an award of attorneys' fees; and

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

14  
15 DATED: November 13, 2023

D.LAW INC.

16  
17 By

  
David Yeremian

Alvin B. Lindsay

Tania Fonseca

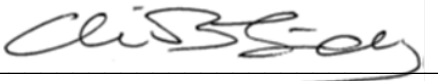
Attorneys for Plaintiff Angelina Fagundo  
and all others similarly situated

**DEMAND FOR JURY TRIAL**

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

DATED: November 13, 2023

D.LAW INC.

By 

David Yeremian  
Alvin B. Lindsay  
Tania Fonseca  
Attorneys for Plaintiff Angelina Fagundo  
and all others similarly situated