

KENNETH H. YOON (State Bar No. 198443)  
STEPHANIE E. YASUDA (State Bar No. 265480)

**YOON LAW, APC**

751 N. Fair Oaks Avenue, Suite 102

Pasadena, California 91103

Telephone: (213) 612-0988

Facsimile: (213) 947-1211

Attorneys for Plaintiff Allison Alcala

ELECTRONICALLY

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SAN LUIS OBISPO SUPERIOR COURT

BY   
Julie Vierra, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN LUIS OBISPO**

ALLISON ALCALA, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

v.

NORMAL LIFE OF CALIFORNIA, INC., a  
Kentucky corporation;  
RSCR CALIFORNIA, INC., a Kentucky  
Corporation;  
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23CVP-0356

[Assigned for all purposes to Hon. Michael  
C. Kelley, Dept. 2]

**CLASS ACTION**

**FIRST AMENDED CLASS ACTION  
AND REPRESENTATIVE ACTION  
COMPLAINT FOR DAMAGES AND  
PENALTIES FOR:**

**(1) VIOLATION OF LABOR CODE  
SECTIONS 226.7 AND 512;**

**(2) VIOLATION OF LABOR CODE  
SECTIONS 1194 and 510;**

**(3) VIOLATION OF LABOR CODE  
SECTION 2802;**

**(4) VIOLATION OF LABOR CODE  
SECTION 226;**

**(5) VIOLATION OF LABOR CODE  
SECTIONS 201-204;**

**(6) VIOLATION OF LABOR CODE  
SECTION 2698 *et seq.*;**

**(7) BUSINESS AND PROFESSIONS  
CODE SECTION 17200 *et seq.***

**DEMAND FOR JURY TRIAL**

1 Plaintiff Allison Alcala (“Plaintiff”) hereby submits her First Amended Class Action and  
2 Representative Action Complaint for Damages and Penalties against Defendants Normal Life of  
3 California, Inc., RSCR California, Inc., and DOES 1 through 50, inclusive (collectively,  
4 “Defendants”), on behalf of herself and the Class of other similarly situated current and former  
5 employees of Defendants for meal period and rest break wages, minimum and overtime wages,  
6 reimbursements, and penalties as follows:

### 7 **INTRODUCTION**

8 1. This class action and representative action is brought pursuant to Labor Code §§  
9 201 to 204, 226, 226.7, 510, 512, 1194, 2802, 2698 *et seq.* (“PAGA”) Industrial Welfare  
10 Commission (“IWC”) Wage Order 4-2001 (codified as California Code of Regulations Title 8 §  
11 11040), and Business and Professions Code § 17200 *et seq.* (Unfair Competition Law (“UCL”).

12 2. This Complaint challenges Defendants’ systemic illegal employment practices  
13 resulting in violations of the stated provisions of the Labor Code and Business and Professions  
14 Code against the identified class of employees.

15 3. Plaintiff is informed and believes and thereon alleges Defendants jointly and  
16 severally acted intentionally and with deliberate indifference and conscious disregard to the  
17 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay  
18 all overtime and minimum wages; (3) failing to reimburse necessary work-related expenses; (4)  
19 failing to provide accurate wage statements; and (5) failing to pay all wages due and owing upon  
20 termination of employment.

### 21 **JURISDICTION AND VENUE**

22 4. The class action portion of this action is brought pursuant to California Code of  
23 Civil Procedure § 382. The representative portion of this case is brought pursuant to PAGA. The  
24 monetary damages sought by Plaintiff exceed the minimal jurisdictional limits of the Superior  
25 Court and will be established according to proof at trial. The damages sought by Plaintiff  
26 individually are less than \$75,000.00.

27 5. This Court has jurisdiction over this action pursuant to California Constitution,  
28 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except

those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over the violations of Labor Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, 2802, PAGA, IWC Wage Order 4-2001, and the UCL.

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

**8.** Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

**PARTIES**

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

**10.** Plaintiff is informed and believes and thereon alleges that Defendant Normal Life of California, Inc. is a corporation licensed to do business and actually doing business in the State of California, including the County of San Luis Obispo.

**11.** Plaintiff is informed and believes and thereon alleges that Defendant RSCR California, Inc. is a corporation licensed to do business and actually doing business in the State of California, including the County of San Luis Obispo.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

1       **13.** At all times herein mentioned, Defendants, and each of them, were agents,  
2 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-  
3 conspirators and assigns, each of the other, and at all times relevant hereto were acting within  
4 the course and scope of their authority as such agents, partners, joint venturers, representatives,  
5 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions  
6 alleged herein were duly committed with ratification, knowledge, permission, encouragement,  
7 authorization and consent of each Defendant designated herein.

8       **14.** As such, and based upon all the facts and circumstances incident to Defendants’  
9 business in California, Defendants are subject to Labor Code §§ 201 to 204, 226, 226.7, 510,  
10 512, 1194, 2802, PAGA, IWC Wage Order 4-2001, and the UCL.

11                                   **CLASS ACTION ALLEGATIONS**

12       **15. Definition:** Plaintiff seeks class certification pursuant to California Code of Civil  
13 Procedure § 382 of a class of all non-exempt employees of Defendants who worked in California  
14 during the period from April 29, 2019<sup>1</sup> to the present, including the following Subclasses:

15               **(a) Meal Period Subclass:** all non-exempt employees of Defendants who  
16 worked one or more shifts in excess of six (6) hours in California during  
17 the period from April 29, 2019, to the present;

18               **As an alternative to Subclass (a):** all non-exempt employees of Defendants who  
19 worked one or more shifts in excess of six (6) hours in California without  
20 receiving a 30-minute break during which they were relieved of all duties,  
21 during the period from April 29, 2019, to the present;

22               **(b) Rest Break Subclass:** all non-exempt employees of Defendants who  
23 worked one or more shifts of three and one-half (3.5) hours or more in  
24 California during the period from April 29, 2019, to the present;

25               **As an alternative to Subclass (b):** all non-exempt employees of Defendants who  
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27 <sup>1</sup> Pursuant to Emergency Rule 9 of the Judicial Council of California’s emergency rules  
28 related to the COVID-19 pandemic, “[n]otwithstanding any other law, the statutes of limitations  
and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until  
October 1, 2020.”

1 worked one or more shifts of three and one-half (3.5) hours or more in  
2 California without receiving all required paid 10-minute breaks during  
3 which they were relieved of all duties, during the period April 29, 2019,  
4 to the present;

5 (c) **Minimum Wage Subclass** all Defendants' non-exempt employees who  
6 worked in California and were not properly paid all minimum wages  
7 during the period from April 29, 2019, to the present;

8 (d) **Overtime Subclass:** all Defendants' non-exempt employees who worked  
9 one or more shifts in excess of eight (8) hours in a day or forty (40) hours  
10 in a workweek in California at any time from April 29, 2019, to the  
11 present;

12 (e) **Reimbursement Subclass:** all Defendants' non-exempt employees who  
13 worked in California and incurred business expenses that were not  
14 reimbursed during the period of April 29, 2019, to the present;

15 (f) **Wage Statement Subclass:** all Defendants' non-exempt employees who  
16 worked in California and received an itemized wage statement during the  
17 period of April 29, 2020, to the present;

18 (g) **Terminated Employee Subclass:** all Defendants' non-exempt  
19 employees who worked in California and who were not properly paid all  
20 wages on termination or within 72 hours thereof during the period of April  
21 29, 2020, to the present;

22 **16. Numerosity:** The members of the Class are so numerous that joinder of all  
23 members would be impractical, if not impossible. The identities of the members of the Class are  
24 readily ascertainable by objective, easily understood terms contained within the Class and  
25 Subclass definitions, and by review of Defendants' records, including payroll records.

26 **17. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary  
27 steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's  
28 attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff.

1 Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and  
2 currently have a number of wage-and-hour class actions pending in California courts.

3 **18.** Defendants administered a corporate policy, practice and/or procedure of (1)  
4 failing to pay all minimum and overtime wages; (2) failing to provide meal periods and rest  
5 breaks; (3) failing to reimburse all necessary work-related expenses, (4) failing to provide  
6 accurate wage statements; (5) failing to timely pay all wages due and owing upon termination of  
7 employment; and (6) engaging in unfair business practices. Plaintiff alleges this corporate  
8 conduct is accomplished with the advance knowledge and designed intent to willfully withhold  
9 appropriate wages for work performed members of the Class.

10 **19. Common Question of Law and Fact:** There are predominant common questions  
11 of law and fact and a community of interest amongst Plaintiff and the claims of the Class  
12 concerning whether Defendants' policies and practices regularly denied Class Members  
13 overtime and minimum wages, meal periods and rest breaks, reimbursements, accurate wage  
14 statements, and wages upon termination of employment.

15 **20. Typicality:** The claims of Plaintiff are typical of the claims of all members of  
16 the Class. Plaintiff is a member of the Class and has suffered the alleged violations of Labor  
17 Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, 2802, IWC Wage Order 4-2001, and the UCL.  
18 Plaintiff worked at least one shift in excess of six hours during which she was not provided all  
19 duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5 hours or  
20 greater during which she was not authorized and permitted all duty-free, legally mandated rest  
21 breaks. Plaintiff worked at least one shift in excess of eight (8) hours during which she was not  
22 paid for all hours worked. Plaintiff incurred work-related expenses for which she was not  
23 reimbursed. Plaintiff received wage statements during her employment. Plaintiff's employment  
24 terminated during the statutory period and Plaintiff was not timely paid all wages due and owing  
25 her upon termination.

26 **21.** The Labor Code upon which Plaintiff bases her claims is broadly remedial in  
27 nature. These laws and labor standards serve an important public interest in establishing  
28 minimum working conditions and standards in California. These laws and labor standards protect

1 the average working employee from exploitation by employers who may seek to take advantage  
2 of superior economic and bargaining power in setting onerous terms and conditions of  
3 employment.

4       **22.**     The nature of this action and the format of laws available to Plaintiff and members  
5 of the Class identified herein make the class action format a particularly efficient and appropriate  
6 procedure to redress the wrongs alleged herein. If each employee were required to file an  
7 individual lawsuit, the corporate Defendants would necessarily gain an unconscionable  
8 advantage since it would be able to exploit and overwhelm the limited resources of each  
9 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class  
10 Member to pursue an individual remedy would also discourage the assertion of lawful claims by  
11 employees who would be disinclined to file an action against their former and/or current  
12 employer for real and justifiable fear of retaliation and permanent damage to their careers at  
13 subsequent employment.

14       **23.**     The prosecution of separate actions by the individual Class Members, even if  
15 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect  
16 to individual Class Members against the Defendants and which would establish potentially  
17 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to  
18 individual Class Members which would, as a practical matter, be dispositive of the interest of  
19 the other Class Members not parties to the adjudications or which would substantially impair or  
20 impede the ability of the Class Members to protect their interests. Further, the claims of the  
21 individual members of the Classes are not sufficiently large to warrant vigorous individual  
22 prosecution considering all of the concomitant costs and expenses.

23       **24.**     Such a pattern, practice and administration of corporate policy regarding illegal  
24 employee compensation described herein is unlawful and creates an entitlement to recovery by  
25 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full amount  
26 of minimum and overtime wages, meal period and rest break premiums, reimbursements, and  
27 penalties, including interest thereon, attorneys' fees and costs of suit, as well as consequential  
28 damages.

25. Proof of a common business practice or factual pattern, which Plaintiff experienced and is representative of, will establish the right of each Class Member to recovery on the causes of action alleged herein.

### FIRST CAUSE OF ACTION

27. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 26 as though fully set forth herein.

(b), (f), and (g) identified herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, including interest, attorneys' fees, and costs of suit.

**SECOND CAUSE OF ACTION**

**VIOLATION OF LABOR CODE SECTION 1194**

**REGARDING OVERTIME AND MINIMUM WAGES**

**(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**

**SUBCLASSES (c), (d), (e), and (f))**

**33.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32 as though fully set forth herein.

**34.** At all times relevant herein, Defendants were required to compensate their non-exempt employees minimum wages for all hours worked, and overtime wages for all hours worked over eight (8) hours in a day or forty (40) hours in a workweek.

**35.** As a pattern and practice, Defendants regularly failed to compensate their employees for all hours worked, resulting in a failure to pay all minimum wages and, where applicable, overtime wages.

**36.** Such a pattern, practice and administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (c), (d), (e), and (f) in a civil action, for the unpaid balance of the full amount of minimum wages owing, including liquidated damages, interest, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 1194.

**THIRD CAUSE OF ACTION**

**VIOLATION OF LABOR CODE SECTION 2802**

**REGARDING BUSINESS EXPENSES**

**(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**

**SUBCLASSES (e), (f), and (g))**

**37.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as though fully set for herein.

1       **38.** At all times relevant herein, Defendants were required to indemnify their  
2 employees for all necessary expenditures or losses incurred in direct consequence of the  
3 discharge of the employees' duties, or of the employees' obedience to the directions of the  
4 employer pursuant to California Labor Code § 2802.

5       **39.** In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and  
6 the Class and Subclasses (e), (f), and (g) for all necessary work-related expenses, including, but  
7 not limited to, expenses incurred with the use of personal vehicles and personal mobile phones  
8 for work-related purposes.

9       **40.** Such a pattern, practice and administration of corporate policy as described herein  
10 is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and Subclasses  
11 (e), (f), and (g) in a civil action, for all damages and/or penalties pursuant to Labor Code § 2802,  
12 including interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to  
13 the mandate of California Labor Code § 2802.

14       **41.** Defendants' willful failure to provide Plaintiff and the Class and Subclasses (e),  
15 (f), and (g) the wages due and owing them upon separation from employment results in  
16 continuation of wages up to thirty (30) days from the time the wages were due. Therefore,  
17 Plaintiff and Class Members who have separated from employment are entitled to compensation  
18 pursuant to Labor Code § 203.

19                               **FOURTH CAUSE OF ACTION**

20                               **REGARDING RECORD KEEPING**

21                               **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**  
22                               **THE CLASS AND ALL SUBCLASSES)**

23       **42.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 41 as  
24 though fully set forth herein.

25       **43.** At all times relevant herein, Defendants were required to maintain accurate  
26 records pursuant to the mandate of Labor Code § 226.

27       **44.** In violation of Labor Code § 226, Defendants failed in their affirmative obligation  
28 to keep *accurate* records for their California employees. For example, as a result of Defendants'

various Labor Code violations, Defendants failed to keep accurate records of Plaintiff and the Class and all Subclasses' gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate. Plaintiff received at least one such wage statement during her employment with Defendants.

45. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and all Subclasses identified herein, in a civil action, for all damages and/or penalties pursuant to Labor Code § 226, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit.

**FIFTH CAUSE OF ACTION**

**VIOLATION OF LABOR CODE SECTIONS 201 to 204**

**REGARDING WAITING TIME PENALTIES**

**(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF  
THE CLASS AND ALL SUBCLASSES)**

46. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as though fully set for herein.

47. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§ 201 to 204.

48. As a pattern and practice, Defendants fail to issue final wages within the time limits set forth in Labor Code §§ 201 to 203. Further, as a result of Defendants' alleged Labor Code violations alleged above, Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

49. The conduct of Defendants and their agents and employees as described herein was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by managerial employees of Defendants.

50. Defendants' willful failure to provide Plaintiff and the Class and all Subclasses

1 the wages due and owing them upon separation from employment results in a continuation of  
2 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class  
3 Members who have separated from employment are entitled to compensation pursuant to Labor  
4 Code § 203.

5 **SIXTH CAUSE OF ACTION**

6 **FOR VIOLATION OF PAGA**

7 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED**  
8 **EMPLOYEES)**

9 **51.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as  
10 though fully set forth herein.

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

16 **53.** Plaintiff seeks to recover all applicable and available PAGA remedies pursuant  
17 to Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by  
18 PAGA through a representative action pursuant to the PAGA and the California Supreme Court  
19 in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not required to, nor  
20 does she, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

21 **54.** On October 24, 2023, Plaintiff provided written notice to the LWDA and  
22 Defendants of the specific provisions of the Labor Code she contends were violated, and the  
23 theories supporting her contentions. To date, she has not received a response.

24 **55.** Plaintiff and the other non-exempt employees are "aggrieved employees" as  
25 defined by California Labor Code § 2699(c) in that they are all current or former employees of  
26 Defendants, and one or more of the alleged violations was committed against them.

27 **Failure to Provide Meal Periods and Rest Breaks**

28 **56.** At all times relevant herein, Defendants were required to provide authorize and

1 permit a 10-minute rest break for every four (4) hours worked or major fraction thereof, and  
2 provide a 30-minute meal period for every five (5) hours worked, pursuant to the mandate of  
3 Labor Code §§ 226.7, 512, and 558.

4       **57.** During the relevant time period, Defendants failed to relieve employees of duty  
5 for meal periods and rest breaks. Meal periods were short, late, and/or missing, and improperly  
6 recorded.

7                               **Failure to Pay Minimum and Overtime Wages**

8       **58.** At all times relevant herein, Defendants were required to compensate their non-  
9 exempt employees minimum wages for all hours worked, and overtime wages as applicable for  
10 all hours worked over eight hours in a day or 40 hours in a week, pursuant to the mandate of  
11 Labor Code §§ 510, 1194, 1197, and 1197.1.

12       **59.** As a pattern and practice, Defendants failed to compensate Plaintiff and other  
13 similarly-situated current and former employees for all hours worked, including compensable  
14 travel time and time spent working through meal periods. This resulted in a failure to compensate  
15 Plaintiff and other aggrieved employees all minimum and overtime wages due and owing for  
16 off-the-clock work.

17                               **Failure to Timely Pay Wages During and Upon Termination of Employment**

18       **60.** At all times relevant herein, Defendants were required to pay their employees in  
19 a timely fashion pursuant to the mandate of Labor Code §§ 201 to 204.

20       **61.** As a result of Defendants' Labor Code violations alleged above, Defendants  
21 failed to pay Plaintiff and the other aggrieved employees all wages due them within the time  
22 periods specified by Labor Code §§ 201-204 during and upon termination of employment.

23                               **Failure to Provide Complete and Accurate Wage Statements**

24       **62.** At all times relevant herein, Defendants were required to keep *accurate* records  
25 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and 1174(d).

26       **63.** As a result of Defendants' various Labor Code violations, Defendants failed to  
27 keep accurate records regarding Plaintiff and other similarly-situated current and former  
28 employees. For example, Defendants failed in their affirmative obligation to keep accurate

1 records regarding Plaintiff and other similarly-situated current and former employees' gross  
2 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the  
3 number of hours worked at each hourly rate.

4 **Failure to Reimburse Necessary Work-Related Expenses**

5 **64.** Labor Code section 2802 requires employers to reimburse employees for  
6 necessary work-related expenses.

7 **65.** During the relevant time period, Defendant failed to reimburse Plaintiff and other  
8 aggrieved employees for business expenses, including, but not limited to, expenses incurred in  
9 the use of personal mobile phones and personal vehicles for work purposes.

10 **Penalties**

11 **66.** Pursuant to Labor Code § 2699, Plaintiff, individually and on behalf of other  
12 current and former aggrieved employees, requests and is entitled to recover from Defendants,  
13 and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs pursuant, as  
14 well as all statutory penalties against Defendants, and each of them, including but not limited to:

15 **67.** Penalties under Labor Code § 2699 in the amount of a hundred dollars (\$100) for  
16 each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200)  
17 for each aggrieved employee per pay period for each subsequent violation;

18 **68.** Penalties under Labor Code § 210 in the amount of a hundred dollars (\$100) for  
19 each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200)  
20 for each aggrieved employee per pay period for each subsequent violation, plus 25% of the  
21 amount unlawfully withheld;

22 **69.** Penalties under Labor Code § 226.3 in the amount of two hundred fifty dollars  
23 (\$250) per employee per initial violation and one thousand dollars (\$1,000) per employee for  
24 each subsequent violation;

25 **70.** Penalties under Labor Code § 558 in the amount of fifty dollars (\$50) for each  
26 aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for  
27 each aggrieved employee per pay period for each subsequent violation;

28 **71.** Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100)

for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

72. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes; and

73. Attorneys' fees and costs as permitted by law.

**SEVENTH CAUSE OF ACTION**

**FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

**(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

**THE CLASS AND ALL SUBCLASSES)**

74. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 73 as though fully set for herein.

75. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1) all minimum wages, (2) all meal period and rest break wages, (3) reimbursements for necessary work-related expenses, (4) accurate wage statements, and (5) all wages due and owing upon termination of employment.

76. Defendants' utilization of such business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

77. The acts complained of herein occurred within the last four years preceding the filing of the complaint in this action.

78. Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working condition standards and conditions due to them under the California laws and IWC Wage Orders as specifically described therein.

79. Plaintiff seeks, on her own behalf, and on behalf of other members of the Class and Subclasses who are similarly situated, full restitution of monies, as necessary and according to

1 proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by  
2 means of the unfair practices complained of herein.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment for herself and all others on whose  
5 behalf this suit is brought against Defendants, jointly and severally, as follows:

- 6 1. For an order certifying the proposed Class;
- 7 2. For an order appointing Plaintiff as the representative of the Class as described  
8 herein;
- 9 3. For an order appointing counsel for Plaintiff as counsel for the Class;
- 10 4. Upon the First Cause of Action, for all meal period and rest break wages owed,  
11 and for costs;
- 12 5. Upon the Second Cause of Action, for all overtime and minimum wages owed,  
13 and for costs and attorney's fees;
- 14 6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as  
15 set forth in California Labor Code § 2802, and for costs and attorneys' fees;
- 16 7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute as  
17 set forth in California Labor Code § 226, and for costs and attorneys' fees;
- 18 8. Upon the Fifth Cause of Action, for all minimum wages owed, for waiting time  
19 wages according to proof pursuant to California Labor Code §203;
- 20 9. Upon the Sixth Cause of Action, for civil penalties and wages pursuant to statute  
21 as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor  
22 Code §§ 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 558,  
23 1174(d), 1194, 1197.1, and 2802;
- 24 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly  
25 affected members of the general public of all funds unlawfully acquired by  
26 Defendants by means of any acts or practices declared by this Court to be in  
27 violation of Business and Professions Code § 17200 *et seq.*; and
- 28 11. On all causes of action for attorneys' fees, interest, and costs as provided by

California Labor Code §§ 218.5, 218.6, 226, 1194, 2698, and Code of Civil Procedure § 1021.5, and for such other and further relief the Court may deem just and proper.

Dated: February 5, 2024

YOON LAW, APC

  
Stephanie E. Yasuda  
Attorneys for Plaintiff Allison Alcala

**DEMAND FOR JURY TRIAL**

Plaintiff, for herself and the Class and Subclasses, hereby demands a jury trial as provided by California law.

Dated: February 5, 2024

YOON LAW, APC

  
Stephanie E. Yasuda  
Attorneys for Plaintiff Allison Alcala

**PROOF OF SERVICE**

1 **STATE OF CALIFORNIA**

2 **COUNTY OF LOS ANGELES**

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) **ss.**  
)

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years  
4 and not a party to the within action; my business address is 751 N. Fair Oaks Avenue, Pasadena, California  
5 91103.

6 On February 5, 2024, I served the following documents described as:

7 **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION**  
8 **COMPLAINT FOR DAMAGES AND PENALTIES**

9 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes  
10 addressed as shown on the attached mailing list.

11 ☐ (BY FACSIMILE)

12 I am readily familiar with the business practices of this office. The telephone number of the  
13 facsimile machine I used was (213) 489-9961. This facsimile machine complies with Rules  
14 2003(3) of the California Rules of Court. Upon transmission, no error was reported by the  
15 facsimile machine and a printed copy of the machine's transmission record indicating that the  
16 transmission was successfully completed is attached to this declaration.

17 ☐ (BY PERSONAL SERVICE)

18 By having copies personally delivered to the designated party(ies).

19 ☐ (BY E-MAIL)

20 Pursuant on a Court order or on an agreement by both parties to accept electronic service, I  
21 transmitted the document(s) listed above to the persons at the e-mail addresses set forth below on  
22 this date. I did not receive, within a reasonable time after the transmission, any electronic message  
23 or other indication that the transmission was unsuccessful, confirming that the message and  
24 documents reached the above email address(es).

25 ☒ (BY MAIL)

26 I am familiar with my employer's mail collection and processing practices; know that mail is  
27 collected and deposited with the United States Postal Services on the same day it is deposited in  
28 the interoffice mail; and know that postage thereon is fully prepaid.

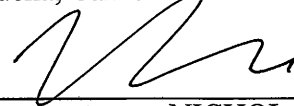
☐ (BY FEDERAL EXPRESS COURIER AND COURTESY EMAIL)

I am "readily familiar" with the firm's practice of collection and processing correspondence  
for Federal Express delivery. Under that practice it would be deposited with the Federal  
Express Courier on that same day at Los Angeles, California in the ordinary course of  
business.

☒ (State) I declare under penalty of perjury that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member the Bar of this Court at whose  
direction the service was made.

Executed on February 5, 2024, at Pasadena, California.



NICHOLAS ORTIZ

1                    *Allison Alcala vs. Normal Life of California, Inc., and RSCR California, Inc.*  
2                    **Superior Court of California, County of San Luis Obispo, Case No. 23CVP-0356**

3                    **SERVICE LIST**

4                    **Defendant Normal Life of California, Inc.**

5                    CSC - Lawyers Incorporation Service  
6                    2710 Gateway Oaks Drive, #150  
7                    Sacramento, CA 95833  
8                    *Agent for Service of Process*

9                    **Defendant RSCR California, Inc.**

10                    CSC - Lawyers Incorporation Service  
11                    2710 Gateway Oaks Drive, #150  
12                    Sacramento, CA 95833  
13                    *Agent for Service of Process*