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Assigned for All Purposes
Judge William Claster
Dept. CX101

Attorneys for JESSICA TEPPER, on behalf of herself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

JESSICA TEPPER on behalf of herself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

CHARLES & CYNTHIA EBERLY,
INC. DBA THE EBERLY COMPANY;
and DOES 1-100,

Defendants.

Case No. 30-2024-01371238-CU-OE-CXC

**PLAINTIFF JESSICA TEPPER'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay All Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal Periods;**
- 4. Violation of PAGA for Failure to Provide Rest Periods;**
- 5. Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;**
- 6. Violation of the PAGA for Failure to Pay All Wages Due at the Time of Termination of Employment;**
- 7. Violation of PAGA for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth Amount of Sick Leave Available.;**
- 8. Violation of PAGA for Failure to Pay Employees Two Times Per Month; and**
- 9. Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties.**

DEMAND FOR JURY TRIAL

1 Plaintiff JESSICA TEPPER (hereinafter referred to as “Plaintiff” or “Ms. Tepper”), on behalf
2 herself and all other non-exempt, hourly employees who worked in California (hereinafter referred to
3 as the “Aggrieved Employees”), files this Complaint against Defendant CHARLES & CYNTHIA
4 EBERLY, INC. DBA THE EBERLY COMPANY (hereinafter referred to as “THE EBERLY
5 COMPANY” or “Defendant”) and/or DOES 1-100.

6 **I. INTRODUCTION**

7 1. This is a representative action seeking recovery of penalties under the California Labor Code
8 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et
9 seq., against THE EBERLY COMPANY and/or DOES 1-100. The PAGA permits an
10 “aggrieved employee” to bring a lawsuit on behalf of herself and other current and former
11 employees to address an employer’s violations of the *California Labor Code*.

12 2. THE EBERLY COMPANY provides professional property management and investment
13 services.

14 3. THE EBERLY COMPANY is a California corporation.

15 4. THE EBERLY COMPANY manages approximately one hundred (100) properties in California.

16 5. THE EBERLY COMPANY employs hourly, non-exempt employees, such as Ms. Tepper, to
17 provide on-site property management services.

18 6. THE EBERLY COMPANY has maintained uniform policies that violate the wage and hour
19 rights of Plaintiff and similarly situated non-exempt employees in the manner complained of
20 herein.

21 7. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of THE
22 EBERLY COMPANY and/or DOES who: worked a shift of at least five (5) hours without
23 receiving a meal period; worked four (4) hours, or a major fraction thereof, without receiving
24 a ten (10) minute net rest break; were not provided accurate itemized wage statements; were
25 not paid compensation for all time worked at the straight or overtime rate; were not paid
26 waiting time penalties; were not provided with sick pay in compliance with California law;
27 were not provided with written notices setting forth the amount of sick leave available; were
28 not timely paid all wages owed; and were not reimbursed for all business expenses. Plaintiff

1 seeks penalties on behalf of herself and all other Aggrieved Employees of Defendant and/or
2 DOES as provided herein. This Complaint also seeks attorneys' fees and costs under the
3 PAGA, *California Labor Code* section 2699(g)(1).

4 8. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified
5 as "Exempt" or primarily employed in an executive, professional, or administrative capacity.
6 Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid
7 compensation for all time worked at the regular or overtime rate; provided meal periods;
8 authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided
9 meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or
10 permitted; paid penalties for not being provided itemized wage statements; paid penalties for
11 not being paid timely at the time of termination; and provided with sick pay in compliance
12 with California law.

13 9. At all times mentioned herein, THE EBERLY COMPANY and/or DOES control the working
14 conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the
15 authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff
16 and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when
17 and/or where to work. In addition, THE EBERLY COMPANY and/or DOES develop, wrote,
18 dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and
19 the Aggrieved Employees labored under. These policies and/or practices included, but were
20 not limited to, policies and/or practices regarding straight-time, overtime, meal periods, rest
21 periods, wage statements, timing of payment, paying compensation at the time of termination,
22 sick pay/paid time off, and business expense reimbursement. Further, THE EBERLY
23 COMPANY and/or DOES have the ability to prevent Plaintiff and the Aggrieved Employees
24 from working.

25 **II. JURISDICTION AND VENUE**

26 10. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was
27 employed by THE EBERLY COMPANY and/or DOES in California. Plaintiff, and each of
28 the Aggrieved Employees, were employees of THE EBERLY COMPANY and/or DOES,

1 and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each
2 of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior
3 to the date Plaintiff sent Notice to the State of California Labor and Workforce Development
4 Agency (LWDA).

5 11. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
6 and/or DOE operate facilities, employ hourly employees, conduct business, and commit
7 *California Labor Code* violations within Orange County and California. Each Defendant
8 and/or DOE is within the jurisdiction of this Court for service of process purposes. The
9 unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees
10 situated within the State of California and within Orange County. THE EBERLY COMPANY
11 and/or DOES employ numerous aggrieved employees in California and/or Orange County.

12 12. Plaintiff brings this action on behalf of herself and the Aggrieved Employees of THE EBERLY
13 COMPANY and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the
14 general public, will and does seek to recover any and all penalties for each and every violation
15 shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice
16 with the LWDA of her intent to bring this action, in an amount according to proof, as to those
17 penalties that are otherwise only available to public agency enforcement actions. Funds
18 recovered will be distributed in accordance with the PAGA, with at least seventy-five (75)
19 percent of the penalties recovered being reimbursed to the State of California and the LWDA.

20 13. There is no federal question at issue as the issues herein are based solely upon California
21 statutes and law, including the *California Labor Code*, IWC Wage Orders, Code of Civil
22 Procedure, and Civil Code.

23 14. The California Superior Court also has jurisdiction in this matter because the penalties sought
24 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
25 according to proof. Defendant and/or DOES either own, maintain offices, transact business,
26 have an agent or agents, have their principal place of business in, and/or otherwise are found
27 within the County of Orange, California.

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1 **III. THE PARTIES**

2 **A. Plaintiffs**

3 15. Throughout the Statutory Period, Plaintiff JESSICA TEPPER is and was a resident of
4 California. During the Statutory Period, Plaintiff JESSICA TEPPER is and was employed in a
5 non-exempt capacity by Defendant THE EBERLY COMPANY and/or DOES in California.
6 Plaintiff JESSICA TEPPER is currently employed by Defendant THE EBERLY COMPANY
7 and/or DOES.

8 16. Plaintiff and the Aggrieved Employees were and are employed in the State of California by
9 THE EBERLY COMPANY and/or DOES. Plaintiff and the Aggrieved Employees are or were
10 employed in a non-exempt, hourly capacity.

11 17. A notice correspondence showing compliance with *California Labor Code* Section 2699.3 was
12 sent to the LWDA and THE EBERLY COMPANY on October 20, 2023. This notice
13 demonstrates that Plaintiff is an aggrieved employee and has standing to bring a representative
14 action on behalf of the LWDA and as a private attorney general. The violations alleged in this
15 notice also form the basis for the allegations herein. No notice of cure by Defendant THE
16 EBERLY COMPANY and/or DOES was provided and no notice of investigation was received
17 from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of
18 the notice of the action. Accordingly, Plaintiff files this action as a “Representative Action” as
19 authorized by *California Labor Code* section 2699.3(a)(2)(C).

20 **B. Defendants**

21 18. THE EBERLY COMPANY provides professional property management and investment
22 services.

23 19. THE EBERLY COMPANY is a California corporation.

24 20. THE EBERLY COMPANY manages approximately one hundred (100) properties in California.

25 21. THE EBERLY COMPANY employs hourly, non-exempt employees, such as Ms.
26 Tepper, to provide on-site property management services.

27 22. THE EBERLY COMPANY employed Plaintiff and similarly situated hourly non-exempt
28 employees to work at its locations in California.

1 23. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in
2 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on
3 information and belief alleges that said Defendants are now, and/or at all times mentioned in
4 this Complaint were doing business in the State of California and/or throughout the United
5 States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is
6 legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this
7 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

8 24. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects
9 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
10 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
11 attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized
12 the acts of each of the remaining Defendants.

13 25. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners,
14 agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of
15 Defendants and/or DOES at all times.

16 **IV. GENERAL ALLEGATIONS**

17 26. During all, or a portion, of the one (1) year period before Plaintiff filed notice of her claims
18 with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by THE
19 EBERLY COMPANY and/or DOES in the State of California. Plaintiff and the Aggrieved
20 Employees are composed of all current and former non-exempt, hourly employees of THE
21 EBERLY COMPANY and/or DOES within the State of California.

22 27. At all times mentioned herein, THE EBERLY COMPANY and/or DOES have had a
23 continuous policy of not paying Ms. Tepper and the aggrieved employees for all hours worked.
24 Specifically, THE EBERLY COMPANY requires Ms. Tepper and the Aggrieved Employees
25 to only record twenty-eight (28) hours worked per week regardless of the number of hours
26 actually worked. Ms. Tepper's and the Aggrieved Employees' salary only covers twenty-eight
27 (28) hours per week. Yet, THE EBERLY COMPANY requires Ms. Tepper and the Aggrieved
28 Employees to work additional hours for which their salary does not cover. For example, Ms.

1 Tepper is required to be working when the complex is open. The complex is open from 9:00
2 a.m. to 5:00 p.m. As such, Ms. Tepper and the Aggrieved Employees are required to work
3 hours for which they are not paid.

4 28. At all times mentioned herein, THE EBERLY COMPANY and/or DOES fail to pay Plaintiff
5 and the Aggrieved Employees all straight time and overtime wages owed. For example, THE
6 EBERLY COMPANY has a continuous policy of requiring Ms. Tepper and the Aggrieved
7 Employees to be available 24/7 to provide services for THE EBERLY COMPANY, such as
8 providing assistance to current tenants or fielding questions from prospective tenants. Ms.
9 Tepper and the Aggrieved Employees must always be available to address emergencies such
10 as a flood or fire or other safety issue. Ms. Tepper and the Aggrieved Employees must field
11 calls from prospective tenants at all times, including during non-working hours. Ms. Tepper
12 and the Aggrieved Employees must also contact and let in outside vendors, such as for
13 maintenance and repairs or exterminators at all times, including during non-working hours.
14 Ms. Tepper and the Aggrieved Employees must always be available to address any issues that
15 arise. Ms. Tepper and the Aggrieved Employees are always working throughout the day. Ms.
16 Tepper and the Aggrieved Employees are not paid for always being on call or work tasks
17 performed during non-working hours.

18 29. At all times mentioned herein, THE EBERLY COMPANY and/or DOES fail to relieve Ms.
19 Tepper and the Aggrieved Employees of all work duties and employer control during meal
20 periods. Yet, THE EBERLY COMPANY would require Ms. Tepper and the Aggrieved
21 Employees to clock out for meal period but continue working.

22 30. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
23 Plaintiff and the aggrieved employees were entitled to be paid for all hours worked at the
24 minimum, regular, overtime, and/or doubletime rate of pay.

25 31. At all times mentioned herein, THE EBERLY COMPANY and/or DOES fail to provide
26 Plaintiff and the Aggrieved Employees with meal periods that comply with California law and
27 fail to authorize and permit rest periods that comply with California law.

28 32. At all times mentioned herein, THE EBERLY COMPANY and/or DOES knew and/or should

1 have known that Plaintiff and the Aggrieved Employees were entitled to be provided legally
2 compliant meal periods in a timely manner or payment of one hour of pay as additional
3 compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did
4 not receive a timely, uninterrupted meal period.

5 33. At all times mentioned herein, THE EBERLY COMPANY and/or DOES breach the legal duty
6 to provide meal periods to employees by failing to provide employees with meal periods within
7 the timeframes outlined by California law. Specifically, THE EBERLY COMPANY and/or
8 DOES fail to provide Ms. Tepper and the Aggrieved Employees with meal periods within the
9 first five (5) continuous hours of work. THE EBERLY COMPANY and/or DOES typically
10 schedule employees for four (4) to six (6) hour shifts. As such, employees whose shifts lasted
11 longer than their scheduled five (5) to six (6) hours were not provided meal periods.

12 34. At all times mentioned herein, THE EBERLY COMPANY and/or DOES breach the legal duty
13 to provide meal periods to on-site property managers by imposing a continuous and consistent
14 policy of failing to provide sufficient staffing so that Ms. Tepper and the Aggrieved Employees
15 could freely take their meal periods.

16 35. At all times mentioned here, when Ms. Tepper and the Aggrieved Employees are able to take
17 a meal period, Ms. Tepper and the Aggrieved Employees are not relieved of all duties and/or
18 employer control during their meal periods. For example, Ms. Tepper and the Aggrieved
19 Employees would have their meal period time interrupted. THE EBERLY COMPANY and/or
20 DOES require Ms. Tepper and the Aggrieved Employees to perform work tasks, such as
21 answering calls from current tenants, answering calls from prospective tenants, addressing
22 emergencies that arise, and working with outside vendors during meal period time. As such,
23 Ms. Tepper and the Aggrieved Employees are not relieved of all work duties and employer
24 control during meal periods.

25 36. At all times mentioned here, THE EBERLY COMPANY and/or DOES fail to record and/or
26 maintain records of the time that Ms. Tepper and the Aggrieved Employees take meal periods.

27 37. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift
28 of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by

1 failing to provide compensation for these unprovided meal periods, THE EBERLY
2 COMPANY and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC
3 Wage Order No. 5-2001, and California Code of Regulations, Section 11050(11). In addition,
4 THE EBERLY COMPANY and/or DOES fail to provide Plaintiff and the Aggrieved
5 Employees with another duty-free meal period of not less than thirty (30) minutes for every
6 shift of more than ten (10) hours per day.

7 38. At all times mentioned herein, THE EBERLY COMPANY and/or DOES knew and/or should
8 have known that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or
9 permitted to take legally compliant rest periods in a timely manner or payment of one hour of
10 pay as additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay
11 when they were not authorized and/or permitted to take a legally compliant rest period.

12 39. At all times mentioned herein, THE EBERLY COMPANY and/or DOES breach the legal duty
13 to provide lawful rest periods to employees.

14 40. At all times mentioned herein, THE EBERLY COMPANY and/or DOES breach the legal duty
15 to provide rest periods to employees by imposing a continuous and consistent policy of failing
16 to provide sufficient staffing so that Ms. Tepper and the Aggrieved Employees could freely
17 take their net ten (10) minute rest periods.

18 41. At all times mentioned herein, when Ms. Tepper and the aggrieved employees are able to take
19 a rest period, Ms. Tepper and the Aggrieved Employees are not relieved of all duties and/or
20 employer control during their rest periods. For example, Ms. Tepper and the Aggrieved
21 Employees would have their rest period time interrupted. THE EBERLY COMPANY and/or
22 DOES require Ms. Tepper and the Aggrieved Employees to perform work tasks, such as
23 answering calls from current tenants, answering calls from prospective tenants, addressing
24 emergencies that arise, and working with outside vendors during rest period time. As such, Ms.
25 Tepper and the Aggrieved Employees are not relieved of all work duties and employer control
26 during rest periods.

27 42. At all times mentioned herein, Plaintiff and the Aggrieved Employees are not free of all work
28 duties and/or employer control during rest periods.

- 1 43. By failing to provide paid net ten (10) minute rest periods for every four (4) hours or major
2 fraction thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to
3 provide compensation for these periods, THE EBERLY COMPANY and/or DOES willfully
4 violate the provisions of Labor Code section 226.7, IWC Wage Order No. 5-2001, and
5 California Code of Regulations, Section 11050(12).
- 6 44. At all times mentioned herein, THE EBERLY COMPANY and/or DOES knowingly and
7 intentionally provide wage statements to employees that fail to specifically itemize everything
8 required under *California Labor Code* section 226(a).
- 9 45. At all times mentioned herein, THE EBERLY COMPANY and/or DOES knew and/or should
10 have known that Plaintiff and the Aggrieved Employees were entitled to receive complete and
11 accurate pay statements in accordance with California law.
- 12 46. At all times mentioned herein, THE EBERLY COMPANY and/or DOES knew and/or should
13 have known that they were not providing complete and accurate pay statements in accordance
14 with California law to Plaintiff and the Aggrieved Employees.
- 15 47. At all times mentioned herein, THE EBERLY COMPANY and/or DOES fail to pay all wages
16 owed to Plaintiff and to other terminated or resigned Aggrieved Employees and failed to timely
17 pay wages during employment.
- 18 48. At all times mentioned herein, THE EBERLY COMPANY and/or DOES knew and/or should
19 have known that they had a duty to compensate Plaintiff and the Aggrieved Employees in
20 accordance with California law, and that THE EBERLY COMPANY and DOES have the
21 ability to pay such compensation, but willfully and intentionally failed to do so, and THE
22 EBERLY COMPANY and DOES falsely represent to Plaintiff and the Aggrieved Employees
23 that they were properly compensating Plaintiff and the Aggrieved Employees.
- 24 49. At all times mentioned herein, THE EBERLY COMPANY and/or DOES knowingly and
25 intentionally fail to pay all wages owed to non-exempt, hourly employees in a timely manner
26 at the time non-exempt, hourly employees terminated their employment – either voluntarily or
27 involuntarily – with THE EBERLY COMPANY and/or DOES.
- 28 50. At all times mentioned herein, THE EBERLY COMPANY and/or DOES knew and/or should

1 have known that Plaintiff and the Aggrieved Employees were entitled to timely wages at the
2 time of termination. THE EBERLY COMPANY and/or DOES did not timely pay all wages
3 owed, straight-time wages owed, overtime wages owed, meal period premiums, and rest period
4 premiums owed at the time of termination.

5 51. At all times mentioned herein, THE EBERLY COMPANY and/or DOES fail to pay Plaintiff
6 and the Aggrieved Employees a sum certain at the time of termination or within seventy-two
7 (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

8 52. At all times mentioned herein, THE EBERLY COMPANY and/or DOES knew and/or should
9 have known that they had a duty to compensate Plaintiff and the other Aggrieved Employees
10 in accordance with California law, and that THE EBERLY COMPANY and/or DOES had the
11 ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant
12 and DOES falsely represented to Plaintiff and the other aggrieved employees that they were
13 properly compensating Plaintiff and the other Aggrieved Employees.

14 53. At all times mentioned herein, THE EBERLY COMPANY and/or DOES knew and/or should
15 have known that Plaintiff and the Aggrieved Employees were entitled to receive be reimbursed
16 for business expenses in accordance with California law.

17 54. Plaintiff brings this action on behalf of herself and all Aggrieved Employees defined as all
18 THE EBERLY COMPANY's non-exempt employees employed in California beginning one
19 year prior to the date Plaintiff sent notice to the LWDA.

20 55. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with
21 respect to the issues or in any other way.

22 **FIRST CAUSE OF ACTION AGAINST THE EBERLY COMPANY AND/OR DOES:**

23 **Violation of the PAGA for Failure to Pay Straight Time Wages (*California Labor Code §2698 et.***
24 **seq.).**

25 56. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
26 as if fully plead.

27 57. THE EBERLY COMPANY and/or DOES have had a continuous policy of not paying Plaintiff
28 and the Aggrieved Employees for all hours worked.

1 58. It is fundamental that an employer must pay its employees for the time worked. *California*
2 *Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code*
3 section 223 prohibits the payment of less than a statutory or contractual wage scale. *California*
4 *Labor Code* sections 1194 – 1197.1 prohibit the payment of less than the minimum wage.
5 *California Labor Code* section 224 only permits deductions from wages when the employer is
6 required or empowered to do so by state or federal law or when the deduction is expressly
7 authorized in writing by the employee for specified purposes that do not in effect reduce the
8 agreed upon wage.

9 59. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting
10 individually as an officer, agent, or employee of another person, who pays or causes to be paid
11 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
12 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
13 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

14 60. THE EBERLY COMPANY and/or DOES have had a continuous policy of not paying Plaintiff
15 and those similarly situated for all hours worked. Defendant and/or DOES have not paid for
16 all the time Plaintiff and the Aggrieved Employees worked throughout the day, including, but
17 not limited to rounding, before “shifts” start, after “shifts” end, during meal periods, and/or
18 any other time in the day during which employees were subject to the control of Defendant
19 and/or DOES and/or performing work tasks or otherwise had work duties during periods of
20 time for which Defendant and/or DOES are not paying them. THE EBERLY COMPANY’s
21 and/or DOES’ failure to pay for all hours worked while under THE EBERLY COMPANY’s
22 control and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved
23 Employees being deprived of straight time wages throughout the relevant time period.

24 61. THE EBERLY COMPANY and/or DOES require Ms. Tepper and the Aggrieved Employees
25 to only record twenty-eight (28) hours worked per week regardless of the number of hours
26 actually worked. Ms. Tepper’s and the Aggrieved Employees’ salary only covers twenty-eight
27 (28) hours per week. Yet, THE EBERLY COMPANY and/or DOES require Ms. Tepper and
28 the Aggrieved Employees to work additional hours for which their salary does not cover. For

example, Ms. Tepper is required to be working when the complex is open. The complex is open from 9:00 a.m. to 5:00 p.m. As such, Ms. Tepper and the Aggrieved Employees are required to work hours for which they are not paid.

62. THE EBERLY COMPANY and/or DOES have a continuous policy of requiring Ms. Tepper and the Aggrieved Employees to be available 24/7 to provide services for THE EBERLY COMPANY and/or DOES, such as providing assistance to current tenants or fielding questions from prospective tenants. Ms. Tepper and the Aggrieved Employees must always be available to address emergencies such as a flood or fire or other safety issue. Ms. Tepper and the Aggrieved Employees must field calls from prospective tenants at all times, including during non-working hours. Ms. Tepper and the Aggrieved Employees must also contact and let in outside vendors, such as for maintenance and repairs or exterminators at all times, including during non-working hours. Ms. Tepper and the Aggrieved Employees must always be available to address any issues that arise. Ms. Tepper and the Aggrieved Employees are always working throughout the day. Ms. Tepper and the Aggrieved Employees are not paid for always being on call or work tasks performed during non-working hours.

63. Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that THE EBERLY COMPANY and/or DOES breach the legal duty to pay full wages to Plaintiff and the Aggrieved Employees by failing to pay employees for meal period time when employees were not relieved of all duties and employer control. THE EBERLY COMPANY and/or DOES require Ms. Tepper and the Aggrieved Employees to clock out for meal period but continue working.

64. Defendant and/or DOES have a continuous and consistent policy of failing to pay full wages to Plaintiff and the Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and the Aggrieved Employees when they worked through their meal periods, are not relieved of all work duties during their meal periods and/or when THE EBERLY COMPANY recorded a meal period for Plaintiff and the Aggrieved Employees when no meal period was taken.

65. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff and

those similarly situated for a thirty (30) minute meal period and/or otherwise recording a meal period, even though Plaintiff and all Aggrieved Employees work through their meal periods and/or were subject to THE EBERLY COMPANY's control during meal periods. Thus, THE EBERLY COMPANY and/or DOES do not pay Plaintiff and each and every Aggrieved Employee for all time worked each and every day they work without a meal period and have time deducted.

66. Failing to pay for all hours worked while under THE EBERLY COMPANY's and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being deprived of straight time wages.

67. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

68. Plaintiff and the Aggrieved Employees were employed by THE EBERLY COMPANY and/or DOES at all relevant times. THE EBERLY COMPANY and/or DOES were required to compensate Plaintiff and the Aggrieved Employees for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

69. THE EBERLY COMPANY and/or DOES commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.

70. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by Defendant and/or DOES in California.

71. Plaintiff, as former "non-exempt" hourly employee of THE EBERLY COMPANY and/or DOES who THE EBERLY COMPANY and/or DOES fail to pay all wages. Therefore, Plaintiff is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

72. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the

Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

73. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

74. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SECOND CAUSE OF ACTION AGAINST THE EBERLY COMPANY AND/OR DOES:

Violation of the PAGA for Failure to Pay All Overtime Wages Owed

75. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

76. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day’s work. Any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay for an employee.

77. *California Labor Code* section 510 dictates that any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

78. THE EBERLY COMPANY and/or DOES fail to pay overtime when employees worked over

- eight (8) hours per day and when employees worked over forty (40) hours per week.
79. Defendant and/or DOES fails to pay for all time during which Plaintiff and Aggrieved Employees work throughout their shift. As most shifts worked are at least eight hours in length, this time during which employees are uncompensated before clocking in and/or during meal periods but under Defendant's control, should be, but was not, paid at the applicable overtime rate.
80. THE EBERLY COMPANY and/or DOES have had a continuous policy of not paying Plaintiff and those similarly situated for all hours worked. When shifts lasted over eight hours in length, this time during which employees are uncompensated before clocking in and during meal periods, should be, but was not, paid at the applicable overtime rate.
81. THE EBERLY COMPANY and/or DOES require Ms. Tepper and the Aggrieved Employees to only record twenty-eight (28) hours worked per week regardless of the number of hours actually worked. Ms. Tepper's and the Aggrieved Employees' salary only covers twenty-eight (28) hours per week. Yet, THE EBERLY COMPANY and/or DOES require Ms. Tepper and the Aggrieved Employees to work additional hours for which their salary does not cover. For example, Ms. Tepper is required to be working when the complex is open. The complex is open from 9:00 a.m. to 5:00 p.m. As such, Ms. Tepper and the Aggrieved Employees are required to work hours for which they are not paid. In shifts where Ms. Tepper and the Aggrieved Employees worked overtime, these unpaid wages should be paid at an overtime rate.
82. THE EBERLY COMPANY and/or DOES have a continuous policy of requiring Ms. Tepper and the Aggrieved Employees to be available 24/7 to provide services for THE EBERLY COMPANY and/or DOES, such as providing assistance to current tenants or fielding questions from prospective tenants. Ms. Tepper and the Aggrieved Employees must always be available to address emergencies such as a flood or fire or other safety issue. Ms. Tepper and the Aggrieved Employees must field calls from prospective tenants at all times, including during non-working hours. Ms. Tepper and the Aggrieved Employees must also contact and let in outside vendors, such as for maintenance and repairs or exterminators at all times, including

1 during non-working hours. Ms. Tepper and the Aggrieved Employees must always be available
2 to address any issues that arise. Ms. Tepper and the Aggrieved Employees are always working
3 throughout the day. Ms. Tepper and the Aggrieved Employees are not paid for always being
4 on call or work tasks performed during non-working hours. In shifts where Ms. Tepper and the
5 Aggrieved Employees worked overtime, these unpaid wages should be paid at an overtime
6 rate.

7 83. Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that THE
8 EBERLY COMPANY and/or DOES breach the legal duty to pay full wages to Plaintiff and
9 the Aggrieved Employees by failing to pay employees for meal period time when employees
10 were not relieved of all duties and employer control. THE EBERLY COMPANY and/or DOES
11 require Ms. Tepper and the Aggrieved Employees to clock out for meal period but continue
12 working. In shifts where Ms. Tepper and the Aggrieved Employees worked overtime, these
13 unpaid wages should be paid at an overtime rate.

14 84. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
15 unpaid wages, and lost interest on such wages, and expenses.

16 85. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
17 and/or DOES in California.

18 86. Plaintiff, as a representative of the people of the State of California, will seek any and all
19 penalties otherwise capable of being collected by the Labor Commission and/or the
20 Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code*
21 section 510.

22 87. Plaintiff, as a representative of the people of the State of California, will seek all penalties
23 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
24 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
25 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
26 222, 223, and 510.

27 88. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
28 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil

penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

89. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST THE EBERLY COMPANY AND/OR DOES:

Violation of the PAGA for Failure to Provide Meal Periods (*California Labor Code* §2698 et. seq.).

90. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

91. Under *California Labor Code* section 512, and IWC Wage Order 5-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

92. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

93. Under *California Labor Code* section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

- 1 94. THE EBERLY COMPANY and/or DOES have a consistent policy and/or practice of not
2 providing meal periods to Plaintiff and the Aggrieved Employees and/or providing
3 compensation in lieu thereof.
- 4 95. THE EBERLY COMPANY and/or DOES have a consistent policy and/or practice of requiring
5 Plaintiff and the Aggrieved Employees to work at least five (5) hours without a meal period
6 and failing to pay such employees one (1) hour of pay at the employees' regular rate of
7 compensation for each workday that the meal period is not provided, or other compensation in
8 lieu thereof, as required by California's state wage and hour laws.
- 9 96. THE EBERLY COMPANY and/or DOES breach the legal duty to provide meal periods to on-
10 site property managers by imposing a continuous and consistent policy of failing to provide
11 sufficient staffing so that Ms. Tepper and the Aggrieved Employees could freely take their
12 meal periods.
- 13 97. When Ms. Tepper and the Aggrieved Employees are able to take a meal period, Ms. Tepper
14 and the Aggrieved Employees are not relieved of all duties and/or employer control during
15 their meal periods. For example, Ms. Tepper and the Aggrieved Employees would have their
16 meal period time interrupted. THE EBERLY COMPANY and/or DOES require Ms. Tepper
17 and the Aggrieved Employees to perform work tasks, such as answering calls from current
18 tenants, answering calls from prospective tenants, addressing emergencies that arise, and
19 working with outside vendors during meal period time. As such, Ms. Tepper and the Aggrieved
20 Employees are not relieved of all work duties and employer control during meal periods.
- 21 98. Moreover, THE EBERLY COMPANY and/or DOES fail to record and/or maintain records of
22 the time that Ms. Tepper and the Aggrieved Employees take meal periods.
- 23 99. THE EBERLY COMPANY and/or DOES have a consistent policy and/or practice of not
24 providing second meal periods to Plaintiff and the Aggrieved Employees and/or providing
25 compensation in lieu thereof. Specifically, Plaintiff and the Aggrieved Employees were not
26 provided with second meal periods when they worked ten (10) to twelve (12) hours.
- 27 100. By failing to provide statutory first and/or second meal periods, and by failing to provide
28 compensation for unprovided meal periods, as alleged above, THE EBERLY COMPANY

- 1 and/or DOES willfully violate the provisions of the *California Labor Code* section 226.7 and
2 512.
- 3 101. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
4 and/or DOES in California.
- 5 102. By failing to provide statutory first and/or second meal periods, and by failing to provide
6 compensation for unprovided meal periods, as alleged above, THE EBERLY COMPANY
7 and/or DOES willfully violate the provisions of *California Labor Code* sections 226.7 and 512,
8 and IWC Wage Order No. 5-2001.
- 9 103. As a result of the unlawful acts of THE EBERLY COMPANY and/or DOES, Plaintiff and the
10 Aggrieved Employees have been deprived of premium wages and/or other compensation in
11 amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest,
12 attorneys' fees, and costs.
- 13 104. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled
14 to work for a period of time in excess of six (6) hours were required to work for periods longer
15 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.
- 16 105. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled
17 to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not
18 waive their legally-mandated meal periods by mutual consent were required to work in excess
19 of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal
20 period of not less than thirty (30) minutes.
- 21 106. During the relevant time period, THE EBERLY COMPANY and/or DOES fail to pay Plaintiff
22 and the Aggrieved Employees the full meal period premium due pursuant to *California Labor*
23 *Code* section 226.7.
- 24 107. THE EBERLY COMPANY's and/or DOES' conduct violates applicable IWC Wage Order 5-
25 2001 and *California Labor Code* sections 226.7 and 512(a).
- 26 108. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
27 periods, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff
28 has satisfied all prerequisites to serve as a representative of the general public to enforce

- California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* sections 226.7 and 512.
109. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.
110. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).
111. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FOURTH CAUSE OF ACTION AGAINST THE EBERLY COMPANY AND/OR DOES:

Violation of the PAGA for Failure to Provide Rest Periods (*California Labor Code* §2698 et. seq.).

112. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.
113. Industrial Welfare Commission Order No. 4-2001 section 12(A) states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”
114. At all times mentioned herein, THE EBERLY COMPANY and/or DOES fail to authorize

- 1 and/or permit rest period time based upon the total hours worked daily at the rate of ten (10)
2 minutes net rest time per four (4) hours or major fraction thereof.
- 3 115. THE EBERLY COMPANY and/or DOES breached the legal duty to provide rest periods to
4 employees by imposing a continuous and consistent policy of failing to provide sufficient
5 staffing so that Ms. Tepper and the Aggrieved Employees could freely take their net ten (10)
6 minute rest periods.
- 7 116. When Ms. Tepper and the Aggrieved Employees are able to take a rest period, Ms. Tepper and
8 the Aggrieved Employees are not relieved of all duties and/or employer control during their
9 rest periods. For example, Ms. Tepper and the Aggrieved Employees would have their rest
10 period time interrupted. THE EBERLY COMPANY and/or DOES require Ms. Tepper and the
11 Aggrieved Employees to perform work tasks, such as answering calls from current tenants,
12 answering calls from prospective tenants, addressing emergencies that arise, and working with
13 outside vendors during rest period time. As such, Ms. Tepper and the Aggrieved Employees
14 are not relieved of all work duties and employer control during rest periods.
- 15 117. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
16 day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for
17 these unprovided rest periods, as alleged above, THE EBERLY COMPANY and/or DOES
18 willfully violate the provisions of *California Labor Code* section 226.7.
- 19 118. These claims are on behalf of Plaintiff and all hourly non-exempt employees employed by
20 Defendant and/or DOES in California.
- 21 119. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
22 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
23 has satisfied all prerequisites to serve as a representative of the general public to enforce
24 California's labor laws, and the penalty provisions identified in *California Labor Code* section
25 2699.5 for violations of *California Labor Code* section 226.7.
- 26 120. Plaintiff, as a representative of the people of the State of California, will seek all penalties
27 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
28 each of the following, as set forth in *California Labor Code* section 2699.5, which provides

that section 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

121. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

122. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FIFTH CAUSE OF ACTION AGAINST THE EBERLY COMPANY AND/OR DOES:

Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (*California Labor Code* §2698 et. seq.).

123. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

124. *California Labor Code* section 226(a) requires THE EBERLY COMPANY and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the Aggrieved Employees. *California Labor Code* section 226(a) requires THE EBERLY COMPANY and/or DOES, at the time of each payment of wages, to “furnish each of her or her employees, either as an detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)

the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee....”

125. *California Labor Code* section 226(a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.”

126. THE EBERLY COMPANY and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 226(a) on each and every wage statement provided to Plaintiff and the Aggrieved Employees.

127. *California Labor Code* section 1174 requires THE EBERLY COMPANY and/or DOES to maintain and preserve, in a centralized location, records showing the daily hours worked by and the wages paid to its employees. THE EBERLY COMPANY and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 1174. The failure of THE EBERLY COMPANY and/or DOES, and each of them, to comply with *California Labor Code* section 1174 is unlawful pursuant to *California Labor Code* section 1175.

128. THE EBERLY COMPANY and/or DOES fail to maintain accurate time records - as required by IWC Wage Order No. 5-2001(7), and *California Code of Regulations*, Title 8, section 11050 - showing, among other things, when the employee begins and ends each work period, the total daily hours worked in itemized wage statements, total wages, bonuses and/or incentives earned, and all deductions made.

129. THE EBERLY COMPANY and/or DOES have knowingly and intentionally failed to provide Plaintiff and the Aggrieved Employees with accurate itemized wage statements which show: “(1) gross wages earned, (2) total hours worked by the employee... (3) the number of piece-

1 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
2 all deductions, provided that all deductions made on written orders of the employee may be
3 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
4 for which the employee is paid, (7) the name of the employee and only the last four digits of
5 his or her social security number or an employee identification number other than a social
6 security number, (8) the name and address of the legal entity that is the employer and, if the
7 employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
8 and address of the legal entity that secured the services of the employer, and (9) all applicable
9 hourly rates in effect during the pay period and the corresponding number of hours worked at
10 each hourly rate by the employee[.]” *California Labor Code* section 226(a).

11 130. THE EBERLY COMPANY and/or DOES knowingly and intentionally did not itemize the
12 total hours worked on wage statements as *California Labor Code* section 226, subsection (a),
13 requires. In every pay period during the period of the relevant statute of limitations, THE
14 EBERLY COMPANY and/or DOES knowingly and intentionally did not include the total
15 hours worked on wage statements. THE EBERLY COMPANY and/or DOES therefore
16 knowingly and intentionally fail to itemize the total hours worked on Ms. Tepper’s and the
17 Aggrieved Employees’ wage statements.

18 131. In every pay period during the period of the relevant statute of limitations, THE EBERLY
19 COMPANY and/or DOES knowingly and intentionally did not itemize the total hours worked
20 on wage statements as *California Labor Code* section 226(a) requires. As outlined herein,
21 THE EBERLY COMPANY and/or DOES have a continuous policy of not paying Ms. Tepper
22 and the Aggrieved Employees for all hours worked. Specifically, THE EBERLY COMPANY
23 and/or DOES require Ms. Tepper and the Aggrieved Employees to only record twenty-eight
24 (28) hours worked per week regardless of the number of hours actually worked. Ms. Tepper’s
25 and the aggrieved employees’ salary only covers twenty-eight (28) hours per week. Yet, THE
26 EBERLY COMPANY and/or DOES require Ms. Tepper and the Aggrieved Employees to
27 work additional hours for which their salary does not cover. For example, Ms. Tepper is
28 required to be working when the complex is open. The complex is open from 9:00 a.m. to 5:00

1 p.m. In addition, THE EBERLY COMPANY and/or DOES have a continuous policy of
2 requiring Ms. Tepper and the Aggrieved Employees to be available 24/7 to provide services
3 for THE EBERLY COMPANY and/or DOES, such as providing assistance to current tenants
4 or fielding questions from prospective tenants. Ms. Tepper and the Aggrieved Employees must
5 always be available to address emergencies such as a flood or fire or other safety issue. Ms.
6 Tepper and the Aggrieved Employees must field calls from prospective tenants at all times,
7 including during non-working hours. Ms. Tepper and the Aggrieved Employees must also
8 contact and let in outside vendors, such as for maintenance and repairs or exterminators at all
9 times, including during non-working hours. Ms. Tepper and the Aggrieved Employees must
10 always be available to address any issues that arise. Ms. Tepper and the Aggrieved Employees
11 are always working throughout the day. Ms. Tepper and the Aggrieved Employees are not paid
12 for always being on call or work tasks performed during non-working hours. Further, Ms.
13 Tepper and the Aggrieved Employees were not relieved of all work duties and employer
14 control during meal periods. THE EBERLY COMPANY and/or DOES would require Ms.
15 Tepper and the Aggrieved Employees to clock out for meal period but continue working. These
16 wages are not included on wage statements. As such, Ms. Tepper and the Aggrieved
17 Employees are owed wages for the hours that they worked for which they were not paid. As
18 such, the itemized hours worked do not include all time Ms. Tepper and the Aggrieved
19 Employees spent performing work duties. THE EBERLY COMPANY and/or DOES therefore
20 knowingly and intentionally fail to itemize the total hours worked on Plaintiff's and the
21 Aggrieved Employees' wage statements.

22 132. Further, THE EBERLY COMPANY and/or DOES knowingly and intentionally did not
23 include the net wages earned on wage statements.

24 133. THE EBERLY COMPANY and/or DOES knowingly and intentionally did not itemize all
25 applicable hourly rates in effect during the pay period on wage statements as *California Labor*
26 *Code* section 226, subsection (a), requires. In every pay period during the period of the relevant
27 statute of limitations, THE EBERLY COMPANY and/or DOES knowingly and intentionally
28 did not include all applicable hourly rates in effect during the pay period on wage statements.

1 THE EBERLY COMPANY and/or DOES therefore knowingly and intentionally failed to
2 itemize all applicable hourly rates in effect during the pay period on Ms. Tepper's and the
3 Aggrieved Employees' wage statements.

4 134. In addition, THE EBERLY COMPANY and/or DOES knowingly and intentionally did not
5 itemize meal and rest period premiums owed to Plaintiff and the Aggrieved Employees on
6 wage statements.

7 135. Section 246(i) of the *California Labor Code* states, "[a]n employer shall provide an employee
8 with written notice that sets forth the amount of sick leave available, or paid time off an
9 employer provides in lieu of sick leave, for use on either the employee's itemized wage
10 statement described in Section 226 or in a separate writing provided on the designated pay date
11 with the employee's payment of wages."

12 136. THE EBERLY COMPANY and/or DOES fail to itemize sick leave available, or paid time off
13 an employer provides in lieu of sick leave, for use on Plaintiff's and the Aggrieved Employees'
14 itemized wage statements or in a separate writing provided on the designated pay date with the
15 employee's payment of wages.

16 137. In every pay period during the period of the relevant statute of limitations, THE EBERLY
17 COMPANY and/or DOES knowingly and intentionally did not include the net wages earned
18 on wage statements.

19 138. As a result of the knowing and intentional failure by THE EBERLY COMPANY and/or DOES
20 to comply with itemized employee wage statement provisions, Plaintiff and the Aggrieved
21 Employees have been able to reconstruct only a reasonable estimate of the hours worked and
22 have, therefore, not received full compensation.

23 139. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
24 and/or DOES in California.

25 140. Plaintiff, as a non-exempt hourly employee who Defendants and/or DOES failed to provide
26 accurate and itemized wage statements, is an aggrieved employee with standing to bring an
27 action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the
28 general public to enforce California's labor laws, and the penalty provisions identified in

1 *California Labor Code* section 2699.5.

2 141. Plaintiff, as a representative of the people of the State of California, will seek all penalties
3 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
4 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
5 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
6 226, 1174, 1199.

7 142. Pursuant to Labor Code section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of
8 herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one
9 hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation
10 per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved
11 Employee per pay period for each subsequent violation, per *California Labor Code* section
12 2699(f)(2).

13 143. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other
14 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
15 violations pursuant to this chapter or any provisions regulating hours and days of the week of
16 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
17 558(a)(2).

18 **SIXTH CAUSE OF ACTION AGAINST THE EBERLY COMPANY AND/OR DOES:**

19 **Violation of the PAGA for Failure to Pay Wages Due at Termination and During Employment**
20 **(*California Labor Code* §2698 et. seq.).**

21 144. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
22 as if fully plead.

23 145. THE EBERLY COMPANY and/or DOES and/or their officers and/or managing agents
24 willfully failed to pay, in a timely manner, wages owed to the Aggrieved Employees who left
25 THE EBERLY COMPANY's and/or DOES' employ or who were terminated.

26 146. Aggrieved Employees who ended their employment with THE EBERLY COMPANY and/or
27 DOES during the last year were entitled to be promptly paid all lawful compensation, and other
28 premiums, as required by *California Labor Code* sections 201 through 203.

1 147. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer
2 discharges an employee, the wages earned and unpaid at the time of discharge are due and
3 payable immediately, and if an employee quits his or her employment, his or her wages shall
4 become due and payable no later than seventy-two (72) hours thereafter, unless the employee
5 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
6 employee is entitled to his or her wages at the time of quitting.

7 148. During the relevant time period, THE EBERLY COMPANY and/or DOES intentionally and
8 willfully fail to pay the Aggrieved Employees who are no longer employed by THE EBERLY
9 COMPANY and/or DOES their wages, that were earned and unpaid, within seventy-two (72)
10 hours of their leaving THE EBERLY COMPANY's and/or DOES' employ.

11 149. THE EBERLY COMPANY's and/or DOES' failure to pay the Aggrieved Employees who are
12 no longer employed by THE EBERLY COMPANY and/or DOES their wages, that were
13 earned and unpaid, within seventy-two (72) hours of their leaving THE EBERLY
14 COMPANY's and/or DOES' employ, is in violation of *California Labor Code* sections 201
15 and 202.

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

20 151. THE EBERLY COMPANY and/or DOES fail to pay employees their final wages in
21 accordance with *California Labor Code* sections 201 and 202 because THE EBERLY
22 COMPANY and/or DOES pay employees their final wages on the next regularly scheduled
23 pay date.

24 152. Plaintiff, as a non-exempt employee who THE EBERLY COMPANY and/or DOES fail to pay
25 all wages, failed to provide a minimum statutory first and/or second meal periods, and failed
26 to provide paid net ten (10) minute rest periods, is an Aggrieved Employee with standing to
27 bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative
28 of the general public to enforce California's labor laws, and the penalty provisions identified

1 in *California Labor Code* section 2699.5.

2 153. Plaintiff, as a representative of the people of the State of California, seeks all penalties
3 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
4 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
5 that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201
6 through 203.

7 154. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by
8 Defendant and/or DOES in California.

9 155. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
10 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
11 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
12 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
13 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
14 *California Labor Code* section 2699(f)(2).

15 156. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
16 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
17 pursuant to this chapter or any provisions regulating hours and days of the week of the
18 Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and 558(a)(2).

19 **SEVENTH CAUSE OF ACTION AGAINST THE EBERLY COMPANY AND/OR DOES:**

20 **Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Paid Sick**
21 **Days and Failure to Provide Written Notice Setting Forth the Amount of Sick Leave Available**
22 **(*California Labor Code* §2698 et. seq.).**

23 157. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
24 as if fully plead.

25 158. Section 246(a)(1) of the *California Labor Code* states: “An employee who, on or after July 1,
26 2015, works in California for the same employer for 30 or more days within a year from the
27 commencement of employment is entitled to paid sick days as specified in this section.”

28 159. Section 246(c) of the *California Labor Code* states: “An employee shall be entitled to use

- 1 accrued paid sick days beginning on the 90th day of employment, after which day the employee
2 may use paid sick days as they are accrued.”
- 3 160. Section 233(c) of the *California Labor Code* states: “An employer shall not deny an employee
4 the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any
5 manner discriminate against an employee for using, or attempting to exercise the right to use,
6 sick leave to attend to an illness or the preventive care of a family member, or for any other
7 reason specified in subdivision (a) of Section 246.5.”
- 8 161. Section 233(d) of the *California Labor Code* provides relief for violations of this section,
9 stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to
10 reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate
11 equitable relief.”
- 12 162. Section 234 of the *California Labor Code* further forbids employers from adopting an “absence
13 control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead
14 to or result in discipline, discharge, demotion, or suspension is a per se violation of Section
15 233. An employee working under this policy is entitled to appropriate legal and equitable relief
16 pursuant to Section 233.”
- 17 163. Section 246.5 of the *California Labor Code* requires employers provide paid sick days for
18 “[d]iagnosis, care, or treatment of an existing health condition of, or preventative care for, an
19 employee or an employee’s family member.”
- 20 164. Section 246(k) of the *California Labor Code* provides that, “[a]n employee may determine
21 how much paid sick leave they need to use, provided that an employer may set a renewable
22 minimum increment, not to exceed two hours, for the use of paid sick leave.”
- 23 165. THE EBERLY COMPANY and/or DOES fail to provide paid sick days in accordance with
24 these provisions.
- 25 166. THE EBERLY COMPANY and/or DOES fail to provide paid sick days in accordance with
26 these provisions. On at least one occasion, AFC provided a written warning to Ms. Tepper for
27 her lawful use of paid sick time used to care for the health of herself and/or her two children.
- 28 167. THE EBERLY COMPANY and/or DOES operate under an absence control policy that counts

sick leave taken pursuant to Section 233 as an unauthorized absence that may result in discipline, discharge, demotion, or termination. Thus, THE EBERLY COMPANY and/or DOES' sick pay policy punishes Plaintiff and Aggrieved Employees by way of suspension and/or termination for use of protected and appropriate sick leave.

168. Section 246(i) of the *California Labor Code* states, "[a]n employer shall provide an employee with written notice that sets forth the amount of sick leave available, or paid time off an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

169. THE EBERLY COMPANY and/or DOES fail to itemize sick leave available, or paid time off an employer provides in lieu of sick leave, for use on Plaintiff's and the Aggrieved Employees' itemized wage statements or in a separate writing provided on the designated pay date with the employee's payment of wages.

170. THE EBERLY COMPANY's and/or DOES' sick pay policy fails to pay sick pay for all appropriate and protected purposes enumerated in *California Labor Code* sections 233, 234, 246, and 246.5, and THE EBERLY COMPANY and/or DOES fail to itemize the amount of accrued/available sick leave Plaintiff and Aggrieved Employees have on wage statements each pay period.

171. As a result of the unlawful acts of THE EBERLY COMPANY and/or DOES, Plaintiff and the Aggrieved Employees she seeks to represent have been incurred damages, in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs, pursuant to *California Labor Code* section 233(e).

172. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant and/or DOES in California.

173. Plaintiff, as a non-exempt employee who was subject to THE EBERLY COMPANY's and/or DOES' unlawful sick pay/paid time off policy, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty

- provisions identified in *California Labor Code* section 2699.5
174. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: for violations of the *California Labor Code* sections 233, 234, 246, and 246.5.
175. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).
176. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

EIGHTH CAUSE OF ACTION AGAINST THE EBERLY COMPANY AND/OR DOES:

Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Pay Employees Twice Per Month (Cal. Lab. Code § 2698 *et. seq.*).

177. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.
178. Section 204(a) of the *California Labor Code* requires that all wages earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.
179. *Cal. Lab. Code* § 226 subdivision (a) provides “[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the

month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the following month.”

180. THE EBERLY COMPANY and/or DOES have a consistent policy and/or practice of failing to pay Plaintiff and the Aggrieved Employees twice per month. By failing to pay employees twice per month, THE EBERLY COMPANY and/or DOES willfully violated the provisions of Cal. Lab. Code § 204(a).

181. During the relevant time period, THE EBERLY COMPANY and/or DOES intentionally and willfully failed to pay Plaintiff and the aggrieved employees their wages, that were earned and unpaid, twice during each calendar month.

182. As outlined above, THE EBERLY COMPANY and/or DOES have a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked. Specifically, THE EBERLY COMPANY and/or DOES require Ms. Tepper and the Aggrieved Employees to only record twenty-eight (28) hours worked per week regardless of the number of hours actually worked. Ms. Tepper’s and the aggrieved employees’ salary only covers twenty-eight (28) hours per week. Yet, THE EBERLY COMPANY and/or DOES require Ms. Tepper and the Aggrieved Employees to work additional hours for which their salary does not cover. For example, Ms. Tepper is required to be working when the complex is open. The complex is open from 9:00 a.m. to 5:00 p.m. In addition, THE EBERLY COMPANY and/or DOES have a continuous policy of requiring Ms. Tepper and the Aggrieved Employees to be available 24/7 to provide services for THE EBERLY COMPANY and/or DOES, such as providing assistance to current tenants or fielding questions from prospective tenants. Ms. Tepper and the Aggrieved Employees must always be available to address emergencies such as a flood or fire or other safety issue. Ms. Tepper and the Aggrieved Employees must field calls from prospective tenants at all times, including during non-working hours. Ms. Tepper and the Aggrieved Employees must also contact and let in outside vendors, such as for maintenance and repairs or exterminators at all times, including during non-working hours. Ms. Tepper and the Aggrieved Employees must always be available to address any issues that arise. Ms. Tepper

and the Aggrieved Employees are always working throughout the day. Ms. Tepper and the Aggrieved Employees are not paid for always being on call or work tasks performed during non-working hours. Further, Ms. Tepper and the Aggrieved Employees were not relieved of all work duties and employer control during meal periods. THE EBERLY COMPANY and/or DOES would require Ms. Tepper and the Aggrieved Employees to clock out for meal period but continue working. Plaintiff and the aggrieved employees are not paid for this time.

183. In addition, THE EBERLY COMPANY and/or DOES fail to pay all meal and rest period premiums owed to Plaintiff and the Aggrieved Employees for THE EBERLY COMPANY's and/or DOES' failure to provide lawful meal and rest periods.

184. Alternatively, THE EBERLY COMPANY and/or DOES fail to pay wages to Plaintiff and the Aggrieved Employees earned within seven (7) calendar days of the end of the payroll period in which the wages were earned.

185. THE EBERLY COMPANY and/or DOES failure to pay Plaintiff and the Aggrieved Employees their wages, that were earned and unpaid, twice during each calendar month, is in violation of Cal. Lab. Code § 204.

186. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

187. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed pay all wages owed twice per month, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for violations of Cal. Lab. Code § 204.

188. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

189. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved

employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

NINTH CAUSE OF ACTION AGAINST THE EBERLY COMPANY AND/OR DOES:

Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Reimburse Employees for Business Expenses (California Labor Code §2698 et. seq.)

190. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

191. California Labor Code section 2802 provides: “An employer shall indemnify his or her 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...[which includes] all reasonable costs, including, but not limited to, attorneys’ fees incurred by the employee enforcing the rights granted by this section.”

192. Plaintiff and the Aggrieved Employees incurred expenses necessary for the discharge of their duties without receiving reimbursement from THE EBERLY COMPANY and/or DOES. These expenses include, but are not limited to, having to use their personal cell phones for business purposes.

193. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

194. Plaintiff, as a non-exempt employee who incurred business expenses which Defendant and/or DOES failed to reimburse, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* section 2802.

195. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation

per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays for relief and judgment against Defendant THE EBERLY COMPANY and/or DOES, jointly and severally, as follows:

- A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).
- B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time worked;
- C. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compliant meal periods;
- D. For all statutory penalties for each pay period during which an employee was underpaid due to failure to provide compliant meal periods;
- E. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide all rest periods;
- F. For all statutory penalties provided under *California Labor Code* for each pay period during which an employee was underpaid due to failure to provide paid rest periods;
- G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide accurate, itemized wage statements;
- H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to timely pay wages at separation;
- I. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to adopt a lawful sick pay policy;
- J. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, et. seq. for failure to pay employees all wages owed twice per month;
- K. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, et. seq. for failure to reimburse business expenses; and

1 L. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section
2 2699(g)(1).

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff demands a jury trial as to liability.

5
6
7 Date: January 4, 2024

MARA LAW FIRM, PC

Signed: 

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff JESSICA TEPPER, on
behalf of herself and all others similarly
situated, and on behalf of the general public