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Attorneys for Plaintiff MARIA DE SOCORRO BAZALDUA
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

MARIA DE SOCORRO BAZALDUA
individually and on behalf of herself and
all others similarly situated,

Plaintiff,

v.

HEALTHCARE SERVICES GROUP,
INC., a Pennsylvania corporation, HCSG
WEST, LLC, a New Jersey limited
liability company; and DOES 1-50,
inclusive,

Defendants.

Case No.

COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay Minimum Wages;**
- 2) Failure to Pay Overtime Owed;**
- 3) Failure to Provide Lawful Meal Periods;**
- 4) Failure To Authorize And Permit Rest Periods;**
- 5) Failure to Timely Pay Wages During Employment**
- 6) Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 7) Failure to Reimburse Necessary Expenses;**
- 8) Failure To Pay Vested Vacation Wages;**
- 9) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions;**
- 10) Violation of the Unfair Competition Law;**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff MARIA DE SOCORRO BAZALDUA (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against defendants HEALTHCARE SERVICES GROUP, INC., a Pennsylvania corporation; HCSG WEST, LLC, a New Jersey limited liability company; and DOES 1-50, inclusive (collectively “Defendants” or “Healthcare Services Group”) as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter. (“Class Members” or “Non-Exempt Employees”).

2. Defendants implemented uniform policies and practices that deprived Plaintiff and Class Members of earned wages, including minimum wages; straight time wages; overtime wages; premium wages; lawful meal and/or rest breaks; reimbursement for necessary expenses; and timely payment of wages.

3. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all Class members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay to Plaintiff and Class Members all of their wages, including overtime and premium wages.

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1 Procedure, the California Civil Code, and the California Business and Professions Code.

2 11. Venue is proper in this Court because one or more of the Defendants reside, transact
3 business, or have offices in this County, Plaintiff is a resident of this County, and the acts or
4 omissions alleged herein took place in this County.

5 **PARTIES**

6 12. Defendant Healthcare Services Group, Inc. is a Pennsylvania corporation doing
7 business in the state of California. It is based at 3220 Tillman Drive, Suite 300, Bensalem, PA
8 19020.

9 13. Defendant HCSG West, LLC, is a New Jersey limited liability company doing
10 business in the state of California. It is based at 850 Bear Tavern, Suite 306, Ewing, NJ 08628.

11 14. Upon information and belief, Defendants employ Non-Exempt Employees, like
12 Plaintiff, throughout the State of California.

13 15. Plaintiff Maria De Socorro Bazaldua is and during the liability period has been,
14 a resident of California.

15 16. Plaintiff was employed in an hourly, non-exempt position by Defendants during the
16 relevant time period.

17 17. Plaintiff and the members of the putative class were employed as hourly paid
18 employees employed by Defendants, either directly or indirectly, in the State of California at any
19 time from four years prior to the filing of this Complaint.

20 18. Whenever in this complaint reference is made to any act, deed, or conduct of
21 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
22 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
23 actively engaged in the management, direction, control, or transaction of the ordinary business and
24 affairs of Defendants.

25 19. The true names and capacities of Defendants, whether individual, corporate,
26 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
27 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
28 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and

1 capacities of the Defendants designated hereinafter as DOES when such identities become known.

2 20. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are
3 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
4 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
5 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
6 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
7 liability of the Defendants as alleged herein.

8 21. Plaintiff is further informed and believes, and thereon alleges, that at all times
9 material herein, each Defendant was completely dominated and controlled by its co-Defendants
10 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
11 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
12 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
13 Whenever and wherever reference is made to individuals who are not named as Defendants in this
14 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
15 acted on behalf of Defendants named in this complaint within the scope of their respective
16 employments.

17 **FACTUAL ALLEGATIONS**

18 22. During the relevant time frame, Defendants compensated Plaintiff and the Non-
19 Exempt Employees based upon an hourly wage.

20 23. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
21 non-exempt employees within the meaning of the California Labor Code, and the implementing
22 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
23 the IWC Wage Orders and the Labor Code.

24 24. During the relevant time, Plaintiff was employed by Defendants in an hourly, non-
25 exempt position. She worked as a Housekeeper for Defendants, approximately 6 days per week,
26 40+ hours per week.

27 25. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
28 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the

1 requirements of California's wage and employment laws.

2 26. All Class Members are similarly situated in that they are all subject to Defendants'
3 uniform policies and systemic practices as specified herein.

4 27. Plaintiff and the Class Members were required to clock in at the beginning of their
5 shifts, clock out for lunch, in at the end of their lunch periods and out at the end of their shifts.
6 Plaintiff and the Class Members were not paid for all hours worked because employees were
7 required to work off the clock.

8 28. Plaintiff's and Class Members' off the clock work included, but was not limited to,
9 work communications outside of scheduled hours, performing certain pre and post shift activities
10 off the clock, and working during purported meal and rest periods.

11 29. Defendants knew or should have known that Plaintiff and Class Members were
12 working off the clock and should have been compensated for this time.

13 30. Further, Defendants engaged in systemic time-shaving and changed employee time
14 clock records to deduct time from hours worked, frequently for non-provided meal periods, and
15 underpaid employees.

16 31. In addition, Plaintiff and the Class Members worked in excess of eight (8) hours in
17 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
18 of time and one-half the employee's regular rate of pay per hour.

19 32. Upon information and belief, Defendants failed to incorporate all forms of non-
20 discretionary compensation into the regular rate, including bonuses and incentives.

21 33. Plaintiff and the Class Members were regularly required to work shifts in excess of
22 five hours without being provided a lawful meal period and, on occasion, over ten hours in a day
23 without being provided a second lawful meal period as required by law. Although meal periods
24 were not lawfully provided to Plaintiff and Class Members, Defendants had a policy and procedure
25 of auto-deducting 30-minutes from Plaintiff and Class Members earned hours.

26 34. Indeed, during the relevant time, as a consequence of Defendants' scheduling
27 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
28 provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal
periods as required by law. Not only were Plaintiff's and the Class Members' first meal breaks

1 frequently not provided, untimely or short, but also Plaintiff and the Class Members were not
2 provided a second meal period when working shifts in excess of 10 hours and in excess of 12 hours.

3 35. On information and belief, Plaintiff and Class Members did not waive their rights to
4 a second meal period.

5 36. Despite the above-mentioned meal period violations, Defendants failed to
6 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
7 additional hour of pay at their regular rate as required by California law when meal periods were
8 not timely or lawfully provided in a compliant manner.

9 37. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
10 should know, knew, and/or should have known that Plaintiff and the other Class Members were
11 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
12 accurately calculated compensation.

13 38. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
14 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
15 period for every four hours worked or major fraction thereof, which is a violation of the Labor Code
16 and IWC Wage Orders.

17 39. Defendants maintained and enforced scheduling practices, policies, and imposed
18 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
19 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
20 requisite rest periods were not timely authorized and permitted.

21 40. Despite the above-mentioned rest period violations, Defendants did not compensate
22 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
23 their regular rate as required by California law, including Labor Code section 226.7 and the
24 applicable IWC Wage Orders, for each day on which lawful rest periods were not authorized and
25 permitted.

26 41. Further, Plaintiff and, upon information and belief, the Class Members were not
27 allowed to leave the premises during rest periods.

28 42. In addition, Plaintiff and the Class Members were required to carry work-related

1 cellular phones during meal and rest periods, and were required to remain available. Meal and rest
2 periods were frequently interrupted as a consequence.

3 43. Moreover, Plaintiff and the Class Members were required to incur necessary
4 expenses in the discharge of their duties, including without limitation for cell phone expenses, but
5 were not reimbursed for such necessary expenses.

6 44. Further, Defendants also maintained and enforced practices and policies to
7 systematically not compensate Plaintiff and Class Members' vested vacation wages upon
8 separation from employment.

9 45. Defendants also failed to provide accurate, lawful itemized wage statements to
10 Plaintiff and the Class Members in part because of the above specified violations.

11 46. Defendants have also made it difficult to determine applicable rates of pay and
12 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
13 exempt Employees, including Plaintiff, during the liability period because they did not implement
14 and preserve a lawful record-keeping method to record all hours worked, and non-provided rest
15 and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
16 211(c), California Labor Code section 226, and applicable California Wage Orders.

17 47. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
19 thereof for resignations without prior notice as the case may be) they had a duty to accurately
20 compensate Plaintiff and Class Members for all wages owed including straight time, overtime, meal
21 and rest period premiums, and that Defendants had the financial ability to pay such compensation,
22 but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the
23 above-specified violations.

24 48. Plaintiff and the Class Members are covered by applicable California IWC Wage
25 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
26 section 11000 *et seq.*

1 **CLASS ACTION ALLEGATIONS**

2 49. Plaintiff brings this action on his own behalf, as well as on behalf of each and every
3 other person similarly situated, and thus, seeks class certification under California Code of Civil
4 Procedure §382.

5 50. All claims alleged herein arise under California law for which Plaintiff seeks relief
6 as authorized by California law.

7 51. The proposed class is comprised of and defined as: **all persons who are or were**
8 **employed by the Defendants as hourly paid, non-exempt workers in the State of California**
9 **at any time from four years prior to the filing of this action¹ through resolution or trial of the**
10 **matter.** (hereinafter collectively referred to as the “Class” or “Class Members”).

11 52. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which
12 are composed of Class Members satisfying the following definitions:

13 a. All Class Members who were not paid at least minimum wage for all hours
14 worked (collectively “**Minimum Wage Subclass**”);

15 b. All Class Members who were not accurately paid overtime for hours worked
16 over eight in a day or over forty in a workweek (collectively “**Overtime Subclass**”);

17 c. All Class Members who worked more than five (5) hours in a workday and
18 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
19 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
20 thereof (hereinafter collectively referred to as the “**First Meal Period Subclass**”);

21 d. All Class Members who worked more than ten hours in a workday and were
22 not provided with a timely, uninterrupted lawful second meal period of thirty (30) minutes, and
23 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
24 thereof (hereinafter collectively referred to as the “**Second Meal Period Subclass**”);

25 e. All Class Members who worked more than three and a half hours in a
26 workday and were not authorized and permitted to take a net 10-minute rest period for every four
27 (4) hours or major fraction thereof worked per day and were not paid compensation of one hour

28 ¹ As properly tolled by California Rule of Court App I. R.R. Emergency Rule 9

premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**Rest Period Subclass**");

f. All Class Members who were not reimbursed for all necessary expenditures (collectively "**Indemnification Subclass**");

g. All Class Members who did not receive all owed wages at time of separation or within 72 hours in the case of resignation (hereinafter collectively referred to as the "**Waiting Time Subclass**");

h. All Class Members who were not compensated for vested vacation wages upon separation of employment (collectively "**Vacation Pay Subclass**").

i. All Class Members who were not provided with accurate and complete itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement Subclass**");

j. All Class Members who were employed by Defendants and subject to Defendants' Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business Practices Subclass**").

53. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate, or if it should be deemed necessary by the Court or to further divide the Class Members into additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the Class Members or the Plaintiff's Class includes the members of each of the Subclasses.

54. As set forth in further detail below, this action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses are easily ascertainable through Defendants' records.

a. Numerosity: The members of the Class and Subclasses are so numerous that joinder of all members of the Class and Subclasses would be unfeasible and impractical. The membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the Class is estimated to be hundreds of individuals. Accounting for employee turnover during the

relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

b. The proposed class is easily ascertainable. The number and identity of the class members are determinable from Defendants' payroll records and time records for each class member.

c. Commonality: There are common questions of law and fact as to the Class and Subclasses that predominate over questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

1. Whether Defendants accurately paid Class Members for all hours worked;
2. Whether Defendants knew or should have known that Class Members were required to perform work off the clock;
3. Whether Defendants accurately calculated and paid all Class Members overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8) hours per day and/or forty (40) hours per week;
6. Whether Defendants had a policy and practice of providing lawful, timely meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare Commission ("IWC") Wage Orders;
7. Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and IWC Wage Orders on each instance that a lawful, timely 30-minute uninterrupted meal period was not provided;
8. Whether Defendants failed to authorize and permit a lawful, net 10-minute rest period to the Class Members for every four (4) hours or major fraction thereof worked;
9. Whether Defendants required employees to remain on the premises during rest periods;

10. Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and the IWC Wage Orders on each instance that a lawful rest period was not provided;
11. Whether Defendants failed to reimburse employees for necessary expenses in accordance with Labor Code section 2802;
12. Whether Defendants failed to timely pay all wages upon separation in accordance with Labor Code sections 201-202;
13. Whether Defendants failed to pay vested vacation wages upon separation of employment in accordance with Labor Code section 227.3;
14. Whether Defendants omitted required information from itemized wage statements;
15. Whether Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;
16. Whether Defendants engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;
17. Whether Defendants' conduct was willful and/or reckless;
18. Whether Defendants failed to provide accurate itemized wage statements in violation of Labor Code § 226; and
19. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the interests of each member of the Class and Subclasses with whom she has a well-defined community of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief which would be sought by each member of the Class and/or Subclasses in separate actions. All members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to provide lawful meal and rest periods, failure to reimburse expenses, failure to provide accurate wage statements, failure to timely pay wages at termination, failure to pay minimum wages,

1 rounding practices, and failure to accurately pay all wages earned including all owed premium and
2 overtime wages, all due to Defendants' policies and practices that affected each member of the
3 Class and/or Subclasses similarly. Further, Defendants benefited from the same type of unfair
4 and/or wrongful acts as to each member of the Class and/or Subclasses.

5 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
6 interests of each member of the Class and/or Subclasses with whom she has a well-defined
7 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
8 she has an obligation to make known to the Court any relationships, conflicts, or differences with
9 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
10 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
11 versed in the rules governing class action discovery, certification, litigation, and settlement and
12 experienced in handling such matters. Other former and current employees of Defendants may also
13 serve as representatives of the Class and Subclasses if needed.

14 f. Superiority: The nature of this action makes the use of class action
15 adjudication superior to other methods. A class action will achieve economies of time, effort,
16 judicial resources, and expense, which would not be achieved with separate lawsuits. The
17 prosecution of separate actions by individual members of the Class and/or Subclasses would create
18 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
19 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
20 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
21 disposition of their interests through actions to which they were not parties. Thus, a class action is
22 superior to other available means for the fair and efficient adjudication of this controversy because
23 individual joinder of all Class Members is not practicable, and questions of law and fact common
24 to the Class predominate over any questions affecting only individual Class Members. Each
25 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
26 unlawful policies and practices that affected each member of the Class and/or Subclasses similarly.
27 Class action treatment will allow those similarly situated persons to litigate their claims in the
28 manner that is most efficient and economical for both parties and the judicial system. Plaintiff is

1 unaware of any difficulties that are likely to be encountered in the management of this action that
2 would preclude its maintenance as a class action.

3 g. Public Policy Considerations: Employers in the state of California violate
4 employment and labor laws every day. However, current employees are often afraid to assert their
5 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
6 because they believe their former employers may damage their future endeavors through negative
7 references and/or other means. The nature of this action allows for the protection of current and
8 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
9 California have a significant interest in ensuring employers comply with California's labor laws
10 and in ensuring those employers who do not are prevented from taking further advantage of their
11 employees.

12 **CLASS ACTION CLAIMS**

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY MINIMUM WAGES**

15 **(By Plaintiff and the Class Against Defendants)**

16 55. Plaintiff incorporates each and every allegation set forth in all of the foregoing
17 paragraphs as if fully set forth herein.

18 56. Labor Code section 204 establishes the fundamental right of all employees in the
19 State of California to be paid wages, including minimum wage, straight time and overtime, in a
20 timely fashion for their work.

21 57. Labor Code section 1194(a) provides that notwithstanding any agreement to work
22 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
23 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
24 of the full amount of this minimum wage or overtime compensation, including interest thereon,
25 reasonable attorney's fees, and costs of suit.

26 58. Labor Code section 1197 provides: The minimum wage for employees fixed by the
27 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
28 and the payment of a lower wage than the minimum so fixed is unlawful.

1 59. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
2 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
3 Wage Orders.

4 60. The applicable Wage Orders and California Labor Code sections 1197 and 1182.12
5 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
6 state law.

7 61. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
8 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
9 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
10 equal to the unpaid wages and interest accrued thereon.

11 62. During all relevant periods, the California Labor Code and Wage Orders required
12 that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due
13 for all hours worked.

14 63. The IWC Wage Orders define "hours worked" as "the time during which an
15 employee is subject to the control of an employer, and includes all the time the employee is suffered
16 or permitted to work, whether or not required to do so."

17 64. At all times relevant, Plaintiff and Class Members consistently worked hours for
18 which they were not paid because Defendants frequently required Plaintiff and the Class Members
19 to work off the clock. Off the clock work included, but was not limited to, work communications
20 outside of scheduled hours, performing certain pre and post shift activities off the clock, and
21 working during purported meal and rest periods.

22 65. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
23 Class Members were working off the clock and that they should have been paid for this time.

24 66. Defendants' policy and practice of not paying all minimum wages violates
25 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
26 applicable Wage Order 5-2001.

27 67. Due to Defendants' violations of the California Labor Code and Wage Orders,
28 Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendants their

1 unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-
2 judgment and post-judgment interest, as well as liquidated damages.

3
4 **SECOND CAUSE OF ACTION**
5 **FAILURE TO PAY OVERTIME OWED**

6 **(By Plaintiff and the Class Against All Defendants)**

7 68. Plaintiff incorporates each and every allegation set forth in all of the foregoing
8 paragraphs as if fully set forth herein.

9 69. During all relevant periods, Defendants required Plaintiff and the Class Members to
10 work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours
11 per workweek.

12 70. During all relevant periods, both the California Labor Code sections 1194, 1197,
13 510, 1198, and the pertinent Wage Order 5-2001 required that all work performed by an employee
14 in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in
15 excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the
16 employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required
17 to be compensated at the rate of no less than twice the regular rate of pay for an employee. In
18 addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required
19 to be compensated at the rate of no less than twice the regular rate of pay of an employee.

20 71. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff
21 and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty
22 (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their
23 regular rate of pay. Upon information and belief, Defendants also failed to properly compensate
24 Plaintiff and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or
25 eight (8) hours on the seventh (7th) day of a workweek.

26 72. The IWC Wage Orders define "hours worked" as "the time during which an
27 employee is subject to the control of an employer, and includes all the time the employee is suffered
28 or permitted to work, whether or not required to do so."

73. At all times relevant, Plaintiff and Class Members consistently worked hours for which they were not paid because Plaintiff and the Class Members were required to work off the clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40) hours in a workweek and should have been paid at the overtime rate.

74. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the Class Members were working off the clock and that they should have been paid for this time.

75. In addition, upon information and belief, Defendants failed to incorporate all forms of compensation, including without limitation bonuses and incentives, into the regular rate for overtime purposes.

76. As a result, Defendants failed to pay Plaintiff and the Class members earned overtime wages and such employees suffered damages as a result.

77. Defendants knew or should have known Plaintiff and the Class Members were undercompensated as a result of these practices.

78. Due to Defendants' violations of the California Labor Code, Plaintiff and the Class Members are entitled to recover from Defendants their unpaid overtime wages, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory penalties, and liquidated damages.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE LAWFUL MEAL PERIODS

(By Plaintiff and the Meal Period Subclasses Against All Defendants)

79. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

80. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee.

81. For the four (4) years preceding the filing of this lawsuit, Defendants failed to

1 provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than
2 thirty (30) minutes within the first five hours of a shift.

3 82. As a consequence of Defendants' policies and practices, requirements, demands,
4 coverage and staffing, Plaintiff and the Class Members were often required to forego such meal
5 periods, take shortened meal periods, and/or commence their meal periods into and beyond the
6 sixth hour of their shifts.

7 83. Although meal periods were not lawfully provided to Plaintiff and Class Members,
8 Defendants had a policy and procedure of auto-deducting 30-minutes from Plaintiff and Class
9 Members earned hours.

10 84. In addition, Plaintiff and, upon information and belief, the Class Members were
11 required to carry work-related cellular phones during meal periods, and were required to remain
12 available. Meal periods were frequently interrupted as a consequence.

13 85. Upon information and belief, Plaintiff and the Class Members were not paid one
14 hour of pay at their regular rate for each day that a meal period was not lawfully provided.

15 86. Moreover, as a matter of policy and practice, upon information and belief, the Class
16 members were also not provided second meal periods on days when shifts exceeded ten hours (and
17 twelve hours), nor were they provided premium wages in lieu of a second meal period. On
18 information and belief, Plaintiff and the Class Members did not waive their rights to a second meal
19 period on shifts in excess of ten hours.

20 87. As a proximate result of the aforementioned violations, Plaintiff and the Class
21 Members have been damaged in an amount according to proof at time of trial.

22 88. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover
23 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also
24 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

25 89. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
26 represent have been deprived of premium wages in amounts to be determined at trial, and are
27 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
28 under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code

1 section 3287.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

4 **(By Plaintiff and the Rest Period Subclasses Against All Defendants)**

5 90. Plaintiff incorporates by reference and realleges each and every allegation contained
6 above, as though fully set forth herein.

7 91. Pursuant to the IWC Wage Orders applicable to Plaintiff's and Class Members'
8 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
9 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized
10 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
11 rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall
12 be counted as hours worked, for which there shall be no deduction from wages."

13 92. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
14 during any rest period mandated by an applicable order of the IWC.

15 93. Defendants were required to authorize and permit employees such as Plaintiff and
16 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
17 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,
18 with no deduction from wages.

19 94. Despite said requirements of the IWC Wage Orders applicable to Plaintiff's and
20 Class Member's employment with Defendants, Defendants failed and refused to authorize and
21 permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four
22 (4) hours worked, or major fraction thereof. Such rest breaks, when provided, were frequently
23 untimely or less than net ten minutes because of the work requirements imposed by Defendants,
24 and frequent calls during rest periods.

25 95. In addition, as detailed above, Plaintiff and the Class Members were required to
26 carry work-related cellular phones devices during rest periods, and were required to remain
27 available. Rest periods were frequently interrupted as a consequence.

96. Further, Plaintiff and, upon information and belief, the Aggrieved Employees were not allowed to leave the premises during meal and rest periods.

97. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay for each day that a rest period violation occurred. On information and belief, the other members of the Class endured similar violations as a result of Defendants' rest period policies and practices and Defendants did not pay said Class Members premium pay as required by law.

98. By their failure to authorize and permit Plaintiff and the Class Members to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Orders.

99. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING

EMPLOYMENT

(By Plaintiff and the Class Against All Defendants)

100. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

101. Labor Code section 204 requires that all wages are due and payable twice in each calendar month.

102. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became due and payable to each employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled.

103. Defendants violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code.

104. Labor Code section 210 (a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

103. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION

(By Plaintiff and the Waiting Time Subclass Against All Defendants)

105. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

106. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due within seventy-two (72) hours of separation of employment.

107. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

108. Plaintiff and Class Members are entitled to compensation for all forms of wages earned, including but not limited to minimum wages, overtime, and premium meal and rest period

1 compensation, but to date have not received such compensation, therefore entitling them to Labor
2 Code § 203 penalties.

3 109. In addition, irrespective of any derivative violation, Defendants failed to timely pay
4 Plaintiff and, upon information and belief, other Class Members earned compensation at the time
5 of termination despite their obligations under Labor Code 201 and 202.

6 110. More than thirty (30) days have passed since affected Waiting Time Subclass
7 Members have left Defendants' employ, and on information and belief, they have not received
8 payment pursuant to Labor Code § 203.

9 111. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages
10 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

11 SEVENTH CAUSE OF ACTION

12 FAILURE TO REIMBURSE NECESSARY EXPENSES

13 (By Plaintiff and the Indemnification Subclass Against All Defendants)

14 112. Plaintiff incorporates by reference and realleges each and every allegation contained
15 above, as though fully set forth herein.

16 113. Plaintiff repeats and incorporates herein by reference each and every allegation set
17 forth above, as though fully set forth herein.

18 114. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members
19 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

20 115. Plaintiff and the members of the Indemnification Class were required to incur
21 expenses in the performance of their assigned job duties.

22 116. Upon information and belief, the Defendants did not reimburse Plaintiff or the
23 Plaintiff's subclass for such expenses.

24 117. As a result of the unlawful acts of Defendants, Plaintiff and the Plaintiff's Subclass
25 Members have been deprived of un-reimbursed sums in amounts to be determined at trial, and are
26 entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
27 costs, pursuant to Labor Code §2802.

28

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO PAY VESTED VACATION WAGES UPON TERMINATION**

3 **(By Plaintiff and Vacation Pay Subclass Against All Defendants)**

4 118. Plaintiff incorporates by reference and realleges each and every allegation contained
5 above, as though fully set forth herein.

6 119. California Labor Code §227.3 provides that whenever a contract of employment or
7 employer policy provides for paid vacations, and an employee is terminated without having taken
8 off his or her vested vacation time, all vested vacation shall be paid to him or her as wages at his or
9 her final rate.

10 120. Upon information and belief, Defendants employ policies that provide for
11 vacation/PTO to Plaintiff and Class Members.

12 121. Wages vest during the pay period in which they are earned. Thus, Plaintiff and Class
13 Members earned vacation/PTO wages while employed by Defendants. However, upon termination,
14 Defendants failed to pay Plaintiff and Class Members all earned and vested vacation/PTO wages
15 upon termination.

16 122. Defendants employed policies and procedures which ensured Plaintiff and Class
17 Members would not receive their accrued and vested vacation/PTO wages upon termination, and/or
18 such wages were not paid at the correct rate.

19 123. Pursuant to California Labor Code §227.3, Plaintiff and Class Members seek their
20 earned and vested vacation/PTO wages, plus interest thereon, for the four years preceding the filing
21 of this Action.

22 **NINTH CAUSE OF ACTION**

23 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

24 **EMPLOYEE WAGE STATEMENT PROVISIONS**

25 **(By Plaintiff and Wage Statement Subclass Against Defendants)**

26 124. Plaintiff repeats and incorporates herein by reference each and every allegation set
27 forth above, as though fully set forth herein.

28 125. Labor Code section 226(a) reads in pertinent part: “Every employer shall,

1 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
2 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
3 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
4 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
5 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
6 the employee and only the last four digits of his or her social security number or an employee
7 identification number other than a social security number, (8) the name and address of the legal
8 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
9 and the corresponding number of hours worked at each hourly rate by the employee....”.

10 126. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
11 accurate information with respect to each employee including the following: (3) Time records
12 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
13 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
14 and applicable rates of pay....”

15 127. Labor Code section 1174 of the California also requires Defendants to maintain and
16 preserve, in a centralized location, among other items, records showing the names and addresses of
17 all employees employed and payroll records showing the hours worked daily by, and the wages
18 paid to, its employees. On information and belief and based thereon, Defendants have knowingly
19 and intentionally failed to comply with Labor Code section 1174, including by implementing the
20 policies and procedures and committing the violations alleged in the preceding causes of action and
21 herein. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor
22 Code section 1175.

23 128. Defendants have failed to record many of the items delineated in applicable
24 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
25 including by virtue of the fact that each wage statement which failed to accurately compensate
26 Plaintiff and Class Members for all hours worked and for missed and non-provided meal and rest
27 periods, or which failed to include compensation for all minimum wages earned or overtime hours
28 worked, was an inaccurate wage statement. In addition, the wage statements inaccurately stated

1 totals hours worked, hours worked at each hourly wage rate, and the name and address of the
2 employer.

3 129. On information and belief, Defendants failed to implement and preserve a lawful
4 record-keeping method to record all non-provided meal and rest periods owed to employees or all
5 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
6 and applicable California Wage Orders. In order to determine if they had been paid the correct
7 amount and rate for all hours worked, Plaintiff and Class Members have been, would have been,
8 and are compelled to try to discover the required information missing from their wage statements
9 and to perform complex calculations in light of the inaccuracies and incompleteness of the wage
10 statements Defendants provided to them.

11 130. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
12 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
13 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
14 required information. Here, Plaintiff asserts the Defendants omitted required information, failed to
15 accurately include all applicable hourly rates on the wage statements and the corresponding number
16 of hours worked at such rates or hours paid at such rates. In addition, Defendants have failed to
17 provide accurate itemized wage statements as a consequence of the above-specified violations for
18 failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay
19 meal and rest period premiums as required by law.

20 131. Moreover, upon information and belief, as a pattern and practice, in violation of
21 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
22 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
23 Statement Class, including but not limited to, beginning and ending of each work period, meal
24 period and split shift interval, the total daily hours worked, and the total hours worked per pay
25 period and applicable rates of pay.

26 132. Plaintiff and the members of the Wage Statement Class have suffered injury as a
27 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
28 Class in that the members of the Wage Statement Class were not timely provided written accurate

1 itemized statements showing all requisite information, such that the members of the Wage
2 Statement Class were misled by Defendants as to the correct information regarding various items,
3 including but not limited to total hours worked by the employee, net wages earned and all applicable
4 hourly rates in effect during the pay period and the corresponding number of hours worked at each
5 hourly rate.

6 133. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
7 above, Plaintiff and the Wage Statement Class Members are each entitled to recover up to a
8 maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

9 **TENTH CAUSE OF ACTION**

10 **VIOLATION OF THE UNFAIR COMPETITION LAW**

11 **(By Plaintiff and Class Against All Defendants)**

12 134. Plaintiff incorporates by reference and realleges each and every allegation contained
13 above, as though fully set forth herein.

14 135. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
15 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
16 general public. Plaintiff also seeks to enforce important rights affecting the public interest within
17 the meaning of the California Code of Civil Procedure § 1021.5.

18 136. Defendants' policies, activities, and actions as alleged herein are violations of
19 California law and constitute unlawful business acts and practices in violation of California
20 Business and Professions Code §§ 17200, *et seq.*

21 137. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
22 predicated on the violation of any state or federal law.

23 138. The state law violations, including violations of the relevant IWC Wage Orders,
24 detailed herein above are the predicate violations for this cause of action. By way of example only,
25 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with
26 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
27 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.
28 Defendants further violated the law through their policies of failing to fully and accurately

1 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
2 overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate
3 itemized wage statement as specified above.

4 139. Plaintiff and the Class Members have been personally aggrieved by Defendants'
5 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

6 140. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
7 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
8 during a period that commences four (4) years prior to the filing of this complaint; an award of
9 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
10 costs.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff pray judgment against Defendants, jointly and severally, as
14 follows:

15 **Class Certification**

- 16 1. That this action be certified as a class action;
17 2. That Plaintiff be appointed as the representative of the Class;
18 3. That Plaintiff be appointed as the representative of the Subclasses; and
19 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

20 **On the First Cause of Action**

21 **(Failure to pay minimum wages)**

- 22 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
23 owed, as well as interest thereon,
24 2. Penalties according to statute,
25 3. Liquidated damages,
26 4. Reasonable attorneys' fees, and costs of suit;
27 5. For interest and
28 6. For such other and further relief as the Court deems proper.

1 **On the Second Cause of Action**

2 (Failure to pay overtime)

- 3 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
4 interest thereon,
- 5 2. Penalties according to statute,
- 6 3. Liquidated damages,
- 7 4. Reasonable attorneys' fees, and costs of suit;
- 8 5. For interest and
- 9 6. For such other and further relief as the Court deems proper.

10 **On the Third Cause of Action**

11 (Failure to Provide Lawful Meal Periods)

- 12 1. For one (1) hour of premium pay for each day in which a required meal period was
13 not lawfully provided;
- 14 2. For reasonable attorneys' fees and costs pursuant to statute; and
- 15 3. For such other and further relief as the Court deems proper.

16 **On the Fourth Cause of Action**

17 (Failure to Authorize and Permit Lawful Rest Periods)

- 18 1. For one (1) hour of premium pay for each day in which a required rest period was
19 not lawfully authorized and permitted; and
- 20 2. For reasonable attorneys' fees and costs pursuant to statute; and
- 21 3. For such other and further relief as the Court deems proper.

22 **On the Fifth Cause of Action**

23 (Failure to Timely Pay Wages Due and Payable During Employment)

- 24 1. For unpaid wages;
- 25 2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages
26 unlawfully withheld;
- 27 3. For interest;
- 28 4. For reasonable attorneys' fees and costs pursuant to statute; and

1 5. For such other and further relief as the Court deems proper.

2 **On the Sixth Cause of Action**

3 (Failure to Timely Pay Wages At Separation)

- 4 1. For unpaid wages;
- 5 2. For penalties pursuant to Labor Code § 203;
- 6 3. For interest;
- 7 4. For reasonable attorneys' fees and costs pursuant to statute; and
- 8 5. For such other and further relief as the Court deems proper.

9 **On the Seventh Cause of Action**

10 (Failure to Reimburse Necessary Expenses)

- 11 1. For unreimbursed sums;
- 12 2. For reasonable attorneys' fees and costs pursuant to statute;
- 13 3. For interest; and
- 14 4. For such other and further relief as the Court deems proper.

15 **On the Eighth Cause of Action**

16 (Failure to Pay Vested Vacation Wages Upon Termination)

- 17 1. For unpaid wages;
- 18 2. For interest;
- 19 3. For reasonable attorneys' fees and costs pursuant to statute; and
- 20 4. For such other and further relief as the Court deems proper.

21 **On the Ninth Cause of Action**

22 (Failure to Provide Accurate Itemized Wage Statements)

- 23 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 24 2. For reasonable attorneys' fees and costs; and
- 25 3. For such other and further relief as the Court deems proper;
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