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11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 YESIKA CALDERON, an individual, on behalf
14 of herself and others similarly situated,

15 Plaintiff,

16 vs.

17 CALIFORNIA POST-ACUTE CARE, LLC;
18 CPE HR, INC.; and DOES 1 through 50,
19 inclusive,

20 Defendants.

FILED
Superior Court of California
County of Los Angeles

02/20/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

Case No. 23STCV30518

Assigned for all purposes to:
Kenneth R. Freeman, Dept. 14

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation;
3. Failure to Permit Rest Periods or Provide Compensation;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violation of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act of 2004

Action Filed: December 13, 2023
Trial Date: None set

DEMAND FOR JURY TRIAL

1 Plaintiff YESIKA CALDERON (“Plaintiff”), individually, and on behalf of all others similarly
2 situated, brings this First Amended Class and Representative Action Complaint (“Complaint”) against
3 Defendants CALIFORNIA POST-ACUTE CARE, LLC, CPE HR, INC., and DOES 1 through 50,
4 inclusive (collectively, “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this putative class action pursuant to Code of Civil Procedure Section
7 382 against Defendants, on behalf of herself individually and a putative class of all current and former
8 non-exempt employees employed by Defendants in California during the Class Period (collectively
9 the “Class” or “Class Members”). The term Class Period is defined as four (4) years and 178 days
10 prior to the filing of this action to the date of class certification, which includes the period of time in
11 which the applicable statutes of limitation were tolled between April 6, 2020 and October 1, 2020,
12 pursuant to the California Rules of Court, Appendix I, Emergency Rule 9.

13 2. Plaintiff also brings this representative action pursuant to the PAGA, Labor Code
14 sections 2698 *et seq.*, against Defendants, on behalf of herself individually and other aggrieved
15 employees who are and were employed by Defendants as non-exempt employees throughout
16 California during the PAGA Period. The term PAGA Period is defined as one (1) year prior to
17 Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development Agency
18 (“LWDA”) and Defendants until judgment.

19 3. Defendant CALIFORNIA POST-ACUTE CARE, LLC owns and operates a skilled
20 nursing facility in Los Angeles County, California.

21 4. Defendant CPE HR, INC. owns and operates a staffing company in California.

22 5. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
23 violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage
24 Orders, and California Business and Professions Code that have damaged Plaintiff and Class
25 Members, and contribute to Defendants’ deliberate unfair competition.

26 6. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
27 and continue to violate state wage and hour laws by, among other things:

28 (a) failing to pay all wages (including sick pay, vacation pay, and minimum, regular, and

overtime wages);

(b) failing to provide lawful meal periods or compensation in lieu thereof;

(c) failing to authorize or permit rest breaks or provide compensation in lieu thereof;

(d) failing to provide accurate itemized wage statements;

(e) failure to reimburse business expenses; and

(f) failing to pay all wages due upon separation of employment.

7. Plaintiff seeks monetary relief against Defendants on behalf of herself and the putative class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys' fees, costs, and penalties pursuant to Labor Code Sections 201-204, 206, 210, 218.6, 226, 226.3, 226.7, 227.3, 246, 246.5, 248.5, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699.3, 2699.5, 2800, 2802, 2810.3, and California Code of Civil Procedure Section 1021.5.

JURISDICTION AND VENUE

8. This is a class action pursuant to California Code of Civil Procedure Section 382 and representative action pursuant to Labor Code Sections 2698 *et seq.* ("PAGA"). The monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

9. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

10. This Court has jurisdiction over all Defendants because, upon information and belief, they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

11. Venue is proper in this Court under Code of Civil Procedure Sections 395(a) and 395.5 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or

1 have an agent or agents in this county, and the acts and omissions alleged herein took place in this
2 county.

3 **PARTIES**

4 12. Plaintiff is a California citizen and a resident of Los Angeles County. Defendants
5 employed Plaintiff as a non-exempt employee during the Class Period. During her employment with
6 Defendants, Plaintiff's job duties consisted of, *inter alia*, washing, drying, folding, and organizing
7 clothes, towels, and other items, and cleaning (e.g., removing trash, mopping, and sweeping).
8 Plaintiff's employment with Defendants ended within one (1) year of the filing of this action.

9 13. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
10 California Post-Acute Care, LLC ("CPAC") owns and operates a skilled nursing facility in California.
11 CPAC was and is a California limited liability company. CPAC was a "client employer" within the
12 meaning of Labor Code Section 2810.3. Plaintiff is informed, believes and thereon alleges that CPAC
13 operates in California with its principal place of business in Los Angeles County. Plaintiff is further
14 informed, believes and thereon alleges that, at all relevant times, CPAC regularly conducted and
15 conducts business within the State of California and derives substantial revenues from services
16 performed in California. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
17 CPAC was and is an employer subject to California state wage and hour laws.

18 14. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
19 CPE HR, Inc. ("CPE") owns and operates a staffing company in California with its principal place of
20 business in Los Angeles County. CPE was and is a California corporation. Plaintiff is informed,
21 believes and thereon alleges that CPE supplied CPAC with workers to perform labor within CPAC's
22 usual course of business. CPE was a "labor contractor" within the meaning of Labor Code Section
23 2810.3. Plaintiff is further informed, believes and thereon alleges that, at all relevant times, CPE
24 regularly conducted and conducts business within the State of California and derives substantial
25 revenues from services performed in California. Plaintiff is informed, believes and thereon alleges
26 that, at all relevant times, CPE was and is an employer subject to California state wage and hour laws.

27 15. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
28 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,

1 whose employees were and are engaged throughout this county and the State of California.

2 16. Defendants continue to employ non-exempt employees within California.

3 17. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of
4 Civil Procedure Section 474 because Plaintiff does not know their true names or capacities. Plaintiff
5 will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when
6 their names and capacities are ascertained.

7 18. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or
8 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
9 times.

10 19. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
11 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
12 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
13 to the other Defendants.

14 20. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
15 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
16 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
17 acted as the employer and/or joint employer of Plaintiff and the Class Members.

18 21. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
19 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
20 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
21 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
22 all Defendants were in accordance with, and represent, the official policy of Defendants.

23 22. At all relevant times, Defendants, and each of them, acted within the scope of such
24 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
25 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
26 Defendants in proximately causing the damages herein alleged.

27 23. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
28 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,

1 occurrences, and transactions alleged herein.

2 **CLASS ALLEGATIONS**

3 24. Plaintiff brings this class action pursuant to Code of Civil Procedure Section 382 on
4 behalf of herself and all others similarly situated who were injured by Defendants' violations of the
5 Labor Code, Business and Professions Code Sections 17200, *et seq.*, and IWC Wage Orders during
6 the Class Period.

7 25. Plaintiff's proposed Class consists of and is defined as follows:

8 Class

9 All current and former non-exempt employees employed by Defendants in the state of
10 California within four (4) years and 178 days prior to the commencement of this action
11 to the date of class certification.

12 26. Plaintiff also seeks to certify the following Subclass:

13 Waiting Time Subclass

14 All Class Members who separated from their employment with Defendants at any time
15 within three (3) years prior to the filing of this action to the date of class certification
16 ("Subclass" or "Waiting Time Subclass").

17 27. Members of the Class and Subclass described above will be collectively referred to as
18 "Class Members."

19 28. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
20 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
21 investigation, discovery, and specific theories of liability.

22 29. There is a well-defined community of interest in this litigation and the proposed Class
23 and Subclass are readily ascertainable.

24 30. **Commonality:** This action has been brought and may properly be maintained as a class
25 action under the California Code of Civil Procedure Section 382 because there are common questions
26 of law and fact as to the Class Members that predominate over any questions affecting only individual
27 members including, but not limited to, the following:

28 (a) Whether Defendants paid Plaintiff and Class Members all wages (including vacation

pay, sick pay and minimum, regular, and overtime wages) for all hours worked;

(b) Whether Defendants required Plaintiff and Class Members to work off-the-clock without compensation;

(c) Whether Defendants provided Plaintiff and Class Members with compliant meal periods or paid compensation in lieu thereof;

(d) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and Class Members or paid compensation in lieu thereof;

(e) Whether Defendants failed to provide Plaintiff and Class Members with accurate itemized wage statements;

(f) Whether Defendants failed to timely pay Class Members all wages due immediately upon termination or within 72 hours of resignation;

(g) Whether Defendants failed to reimburse business expenses;

(h) Whether Defendants' conduct was willful or reckless; and

(i) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code Sections 17200, *et seq.*

31. There is a well-defined community of interest. Further, Plaintiff and Class Members have suffered common injuries as a result of Defendants' systemic employment policies and practices. Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff and Class Members accordingly. In addition, answers to common questions raised in this Complaint will advance resolution of each individual Class Member's claims.

32. **Numerosity:** The Class Members are so numerous that joinder of all members is impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this time, on information and belief, the class is estimated to be greater than 100 individuals.

33. **Ascertainability:** The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.

34. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the Class Members because Defendants' failure to comply with the provisions of California's wage and

1 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
2 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
3 are caused by Defendants' common course of conduct as alleged herein.

4 35. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
5 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
6 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
7 proposed class counsel, are competent and experienced in litigating large employment class actions
8 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
9 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
10 that have been and will be necessarily expended for the prosecution of this action for the substantial
11 benefit of the Class Members.

12 36. **Superiority:** The nature of this action makes use of class action adjudication superior
13 to other methods. A class action will achieve economies of time, effort, and expense as compared with
14 separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in
15 the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and
16 is empowered to, fashion methods to efficiently manage this case as a class action.

17 37. **Public Policy Considerations:** Employers in the State of California violate
18 employment and labor laws every day. Current employees are often afraid to assert their rights out of
19 fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they
20 believe their former employers might damage their future endeavors through negative references
21 and/or other means. Class actions provide class members who are not named in the complaint with a
22 type of anonymity that allows for the vindication of their rights while affording them privacy
23 protections.

24 **GENERAL ALLEGATIONS**

25 38. At all relevant times mentioned herein, Defendants employed Plaintiff and other
26 persons as non-exempt employees at Defendants' locations within California. Defendants employed
27 Plaintiff in a non-exempt position during her employment and continue to employ Plaintiff and other
28 non-exempt employees within California.

1 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were
3 knowledgeable about California's wage and hour laws, employment and personnel practices, and the
4 requirements of California law.

5 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
6 have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the
7 financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so
8 all in order to increase Defendants' profits.

9 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
10 have known that Plaintiff and Class Members were entitled to receive at least minimum wages, wages
11 at their regular rate of pay, and overtime wages, and that they were not receiving minimum, regular,
12 and overtime wages for all work that was required to be performed. Plaintiff is informed and believes,
13 and thereon alleges, that Plaintiff and Class Members regularly worked in excess of eight (8) hours
14 and 10 hours in a workday, and/or over 40 hours per workweek. Specifically, in violation of the Labor
15 Code and IWC Wage Orders, Defendants failed to provide all required sick pay and vacation pay to
16 Class Members. In addition, Defendants required Plaintiff and Class Members to clock out for meal
17 periods and continue performing work related duties without proper compensation. Defendants also
18 required Plaintiff and other Class Members to work-off-the-clock without compensation. As such,
19 Defendants failed to pay Plaintiff and other Class Members minimum, regular, and overtime wages
20 for all hours worked in violation of the Labor Code and IWC Wage Orders.

21 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
22 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted
23 30-minute meal period for every five (5) hours of work, or payment of one (1) additional hour of pay
24 at their regular rate of pay when they did not receive a compliant meal period. In violation of the
25 Labor Code and IWC Wage Orders, Plaintiff and Class Members had their meal periods missed, late,
26 interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due
27 to Defendants' work demands, understaffing, policies, and practices. Specifically, Plaintiff's and Class
28 Members' 30-minute meal periods were regularly less than 30 minutes and interrupted with work

1 related questions and tasks. In addition, Defendants failed to provide second meal periods when
2 Plaintiff and Class Members worked in excess of 10 hours in a workday. Defendants failed to
3 compensate Plaintiff and other Class Members with an additional hour of pay at their regular rate for
4 every day in which they suffered a meal period violation. As such, Defendants failed to provide
5 Plaintiff and other Class Members all required meal periods or premium pay, in violation of the Labor
6 Code and IWC Wage Orders.

7 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
8 have known that Plaintiff and Class Members were entitled to receive a 10-minute, off-duty,
9 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one
10 (1) additional hour of pay at their regular rate of pay when they were not permitted to take a compliant
11 rest period. In violation of the Labor Code and IWC Wage Orders, Defendants failed to provide
12 compliant rest breaks to Plaintiff and Class Members due to its excessive work demands,
13 understaffing, policies, and practices as mentioned above. As such, Plaintiff and Class Members
14 regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or
15 interrupted. Specifically, rest breaks were regularly missed and interrupted with work related tasks. In
16 addition, Defendants failed to provide third rest breaks when Plaintiff and Class Members worked in
17 excess of 10 hours in a workday. Further, Defendants failed to provide rest breaks during the middle
18 of each work period. Further, Defendants failed to compensate Plaintiff and other Class Members with
19 an additional hour of pay at their regular rate for every day in which they suffered a rest period
20 violation. As such, Defendants failed to provide Plaintiff and other Class Members all required rest
21 periods or premium pay, in violation of the Labor Code and IWC Wage Orders.

22 44. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
23 Defendants failed to reimburse Plaintiff and Class Members for all necessary business expenses
24 incurred for Defendants' benefit. For example, Defendants required Plaintiff and other Class Members
25 to use their personal phones for work related tasks without reimbursing them for a reasonable portion
26 of their cell phone bills. Accordingly, Defendants violated the Labor Code and applicable IWC Wage
27 Orders.

28 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should

1 have known that Plaintiff and Waiting Time Subclass Members who separated from their employment
2 with Defendants during the statutory period were entitled to timely payment of all wages due. In
3 violation of the Labor Code and IWC Wage Orders, Plaintiff and Waiting Time Class Members did
4 not receive payment of all wages owed upon separation within the permissible time period due to,
5 *inter alia*, Defendants' failure to pay all wages including sick pay, vacation pay, minimum, straight
6 time, and overtime wages, reimbursements, and failure to pay meal and rest period premiums to Class
7 Members.

8 46. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
9 have known that Plaintiff and Class Members were entitled to receive complete and accurate wage
10 statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were
11 not furnished with complete and accurate wage statements that show all of the information required
12 by Labor Code Section 226, including, but not limited to, the gross and net wages earned, the total
13 hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number
14 of hours worked at each hourly rate.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY ALL WAGES**

17 **(AGAINST ALL DEFENDANTS)**

18 47. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
19 fully set forth herein.

20 48. At all times herein relevant, Defendants had a duty to comply with Labor Code Sections
21 204, 206, 227.3, 246, 246.5, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage
22 Orders, and all applicable local minimum wage ordinances in effect throughout California.

23 49. Labor Code Section 204 and the IWC Wage Orders require timely payment of all
24 wages owed on regularly scheduled paydays at least twice during each calendar month, on days
25 designated in advance by the employer as the regular paydays. All wages in earned in excess of the
26 normal work period must be paid no later than the payday for the next regular payroll period.

27 50. Labor Code Section 206 provides that in case of a dispute over wages, the employer
28 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to

1 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

2 51. The IWC Wage Orders define “hours worked” as “the time during which an employee
3 is subject to the control of an employer and includes all time the employee is suffered or permitted to
4 work, whether or not required to do so.”

5 52. Labor Code section 227.3 requires employers to pay terminated employees for their
6 unused paid vacation time at their final rate of pay.

7 53. Labor Code Sections 246 and 246.5 provides for minimum requirements and
8 protections with respect to sick days.

9 54. Labor Code Section 510 and the IWC Wage Orders require that employers pay
10 employees for all overtime hours at a rate of one and one-half times the employee’s regular rate of pay
11 for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and
12 after the first eight hours on the seventh consecutive workday in one (1) workweek. Labor Code
13 Section 510 and the IWC Wage Orders further require that employers pay employees double their
14 regular rate of pay for hours work in excess of 12 hours in a workday and after eight hours on the
15 seventh consecutive workday in one (1) workweek. Labor Code Section 510 requires payment of
16 overtime wages at one and one half times the “regular rate of pay,” which includes all forms of
17 remuneration earned by the employee.

18 55. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to
19 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
20 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
21 each local ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than
22 the state or local minimum wage, whichever is higher, for any hour of work.

23 56. Labor Code Section 1194 requires that employers pay employees at least the legal
24 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
25 Labor Code Section 1194 further authorizes any employee receiving less than the legal minimum wage
26 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
27 along with interest thereon, reasonable attorneys’ fees and costs of suit.

28 57. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount

1 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

2 58. Labor Code Section 1198 prohibits employers from employing for longer hours or less
3 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
4 the Labor Commissioner.

5 59. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
6 all wages due, including sick pay, vacation pay, and off-the-clock work, among other things.

7 60. In violation of California law, Defendants have knowingly and willfully refused to
8 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
9 above.

10 61. Defendants' failure to pay Plaintiff and Class Members all earned minimum, regular,
11 and overtime wages in accordance with Labor Code Sections 204, 206, 227.3, 246, 246.5, 510,
12 1182.12, 1194, 1194.2, 1197, and 1198, the applicable IWC Wage Orders, and all applicable local
13 minimum wage ordinances in effect throughout California, Plaintiff and Class Members are entitled
14 to recover the full amount of unpaid wages, liquidated damages, prejudgment interest, and statutory
15 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

16 62. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
17 conduct described herein, have committed an "intentional theft of wages in an amount greater than
18 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
19 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
20 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
21 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
22 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
23 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
24 Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to
25 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
26 California Penal Code section 496(c).

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28 ///

SECOND CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

63. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

64. At all relevant times, Defendants had a duty to comply with Labor Code Sections 226.7 and 512, and the applicable IWC Wage Orders.

65. Labor Code Section 512 and the IWC Wage Orders prohibit an employer from employing any person for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work), except that if the total work period per day is no more than six (6) hours, the meal period may be waived by mutual consent of the employer and employee. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours per day and must begin before the employee's tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. An employer must relieve an employee of all duties during meal periods.

66. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

67. Labor Code Section 226.7(b) and the IWC Wage Orders prohibit an employer from requiring any employee to work during a meal period mandated by any California statute, regulation, standard or order. If an employer fails to provide an employee with a meal period in accordance with state law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is noncompliant.

68. During the relevant time period, Plaintiff and Class Members did not receive compliant meal periods for working more than five (5) hours and/or 10 hours per workday. Specifically, meal

1 periods were late, interrupted, rounded, auto-deducted, on-duty, short, missed, and/or restricted to the
2 worksite. In addition, Defendants failed to provide second meal periods to Plaintiff and Class Members
3 when they worked in excess of 10 hours in a workday.

4 69. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
5 meal period premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(b) and
6 the applicable IWC Wage Order.

7 70. As a result of Defendants' failure to provide compliant meal periods and pay meal
8 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
9 Code Sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
10 wages and compensation.

11 71. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
12 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
13 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
14 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

15 72. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
16 conduct described herein, have committed an "intentional theft of wages in an amount greater than
17 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
18 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
19 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
20 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
21 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
22 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
23 Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to
24 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
25 California Penal Code section 496(c).

26 73. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys'
27 fees and costs from Defendants in an amount subject to proof and approved by the Court.

28 ///

THIRD CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

74. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

75. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.7 and the applicable IWC Wage Orders.

76. The IWC Wage Orders require employers to authorize and permit all employees to take 10-minute duty-free rest periods for each four (4) hours worked, or major fraction thereof.

77. If an employer fails to provide an employee with a rest period in accordance with California law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is noncompliant.

78. During the relevant time period, Defendants did not implement a compliant rest break policy and/or practice. Consequently, Plaintiff and Class Members did not receive a 10 minute rest period for every four (4) hours worked or major fraction thereof because rest breaks were interrupted, missed, late, shortened, on-duty, and/or restricted to the worksite.

79. During the relevant time period, Defendants failed to pay Plaintiff and Class Members rest period premiums for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage Order.

80. As a result of Defendants' failure to provide compliant rest periods and pay rest period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code Sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

81. Because Plaintiff and Class Members were and/or are entitled to such rest periods or "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

82. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an “intentional theft of wages in an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code section 496(c).

83. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys' fees and costs from Defendants in an amount subject to proof and approved by the Court.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

84. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

85. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.

86. Labor Code Section 226(a) requires that, semimonthly or at the time of each payment of wages, employers must furnish each employee with an accurate itemized wage statement in writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment identification number of the employee, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate.

87. Labor Code Section 226(e)(1) authorizes an employee suffering injury as a result of a

1 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
2 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
3 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
4 an award of costs and attorneys' fees.

5 88. During the relevant time period, Defendants have knowingly and intentionally failed
6 to comply with Labor Code Section 226(a) on wage statements that were provided to Plaintiff and
7 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
8 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
9 pay period, and the corresponding number of hours worked at each hourly rate.

10 89. As a result of Defendants' violation of California Labor Code Section 226(a), Plaintiff
11 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
12 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
13 Labor Code Section 226(a) because they were denied both their legal right to receive, and their
14 protected interest in receiving, accurate itemized wage statements under California Labor Code
15 Section 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the
16 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not
17 have had to engage in these efforts and incur these costs had Defendants provided the accurate wages
18 earned and number of hours worked at each corresponding pay rate. This has also delayed Plaintiff's
19 ability to demand and recover the underpayment of wages from Defendants.

20 90. Defendants' violations of California Labor Code Section 226(a) prevented Plaintiff and
21 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
22 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
23 failure to comply with California Labor Code Section 226(a), Plaintiff and Class Members have
24 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
25 according to proof at trial.

26 91. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
27 Code Section 226(h), compelling Defendants to comply with California Labor Code Section 226, and
28 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
5 fully set forth herein.

6 93. At all relevant times, Defendants had a duty to comply with Labor Code Sections 201,
7 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
8 Waiting Time Subclass Members.

9 94. Labor Code Section 201 requires that if an employer discharges an employee, the
10 wages earned and unpaid at the time of discharge are due and payable immediately.

11 95. Labor Code Section 202 requires that if “an employee not having a written contract for
12 a definite period” quits, the employee’s wages shall become due and payable no later than 72 hours
13 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
14 which case the employee is entitled to his or her wages at the time of quitting.

15 96. Labor Code Section 203 provides that if an employer willfully fails to pay, without
16 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
17 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
18 action therefor is commenced, but that the wages shall not continue for more than 30 days per
19 employee.

20 97. During the relevant time period, Defendants willfully failed to pay Waiting Time
21 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
22 regular, and overtime compensation, premium compensation, reimbursements, vacation pay, and/or
23 sick pay either at the time of discharge or within 72 hours of leaving Defendants’ employ.

24 98. As a result of Defendants’ failure to timely pay all wages owed to Waiting Time
25 Subclass Members in accordance with Labor Code Sections 201, 202 and 203, Waiting Time Subclass
26 Members are entitled to recover Waiting time penalties, prejudgment interest, attorneys’ fees, and
27 costs in amounts that will be established at trial.

28 ///

SIXTH CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES
(AGAINST ALL DEFENDANTS)

99. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

100. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements with respect to Plaintiff and Class Members.

101. Labor Code Section 2800 requires employers to indemnify employees for losses caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their own negligence.

102. Labor Code Section 2802(a) requires that employers indemnify and reimburse employees for all business expenses, which are defined as all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred based on the employee's obedience to the employer's directions. Labor Code Section 2802(b) authorizes employees to recover in a court action interest which shall accrue from the date on which the employee incurred the necessary expenditure or loss. Labor Code Section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor Code Section 2802, to also recover attorneys' fees and costs.

103. During the relevant time period, Defendants required Plaintiff and Class Members to use their personal cell phones for work without reimbursement in violation of Labor Code Sections 2800 and 2802.

104. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class Members for all business and work-related costs, expenditures, losses and expenses in accordance with Labor Code Sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the full unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory

1 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **VIOLATION OF THE UNFAIR COMPETITION LAW**

4 **(AGAINST ALL DEFENDANTS)**

5 105. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
6 fully set forth herein.

7 106. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful
8 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the
9 public interest within the meaning of Code of Civil Procedure Section 1021.5.

10 107. Defendants' activities, as alleged herein, violate California law and constitute unlawful
11 business acts or practices in violation of California Business and Professions Code Sections 17200, *et*
12 *seq.*

13 108. A violation of Business and Professions Code Sections 17200, *et seq.* may be
14 predicated on the violation of any state or federal law.

15 109. Defendants' policies and practices have violated state law in at least the following
16 respects:

17 (a) Failing to pay all sick pay, vacation pay, and minimum, regular, and overtime wages
18 due to Plaintiff and Class Members in violation of Labor Code Sections 204, 206,
19 227.3, 246, 246.5, 510, 1182.12, 1194, 1194.2, 1197, 1198;

20 (b) Failing to provide meal periods without paying Plaintiff and Class Members premium
21 wages for every day in which a meal period was not provided in violation of Labor
22 Code Sections 226.7 and 512;

23 (c) Failing to authorize or permit rest breaks without paying Plaintiff and Class Members
24 premium wages for every day in which a rest break was not authorized or permitted in
25 violation of Labor Code Section 226.7;

26 (d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements
27 in violation of Labor Code Section 226;

28 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members

upon separation of employment in violation of Labor Code Sections 201, 202 and 203.

(f) Failing to reimburse business expenses in violation of Labor Code Sections 2800 and 2802.

110. Defendants intentionally avoided paying Plaintiff and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

111. Pursuant to Business and Professions Code Sections 17202, 17203, and 17208, Plaintiff and Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this action; an award of attorneys' fees pursuant to Code of Civil Procedure Section 1021.5 and other applicable laws; and an award of costs.

112. Plaintiff and Class Members are entitled to an injunction, restitution, and other equitable relief against such unlawful practices to return all funds over which Plaintiff and Class Members have an ownership interest and to prevent future damage pursuant to Business and Professions Code Sections 17200 *et seq.*

EIGHTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Against All Defendants)

113. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

114. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have passed without notice from the LWDA.

115. On December 13, 2023, Plaintiff gave written notice of the specified provisions alleged to have been violated by Defendants including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice via the Department of Industrial

1 Relations' website. More than 65 days have passed since Plaintiff submitted her PAGA notice to the
2 LWDA without a response from the LWDA. Accordingly, Plaintiff may amend the Complaint to add
3 a PAGA cause of action against Defendants.

4 116. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of
5 law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
6 under this part at any time within 60 days of the time periods specified in this part." More than 65 days
7 have passed since Plaintiff submitted her PAGA notice to the LWDA without notice from the LWDA.
8 Accordingly, Plaintiff may amend her Complaint as a matter of right within this 60 day period as
9 specified by Labor Code section 2699.3(a)(2)(C).

10 117. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides
11 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
12 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
13 recovered through a civil action brought by an aggrieved employee on behalf of herself and other
14 current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

15 118. For all provisions of the Labor Code except those for which a civil penalty is
16 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred
17 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
18 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which
19 Defendants violated these provisions of the Labor Code.

20 119. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
21 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
22 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
23 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
24 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
25 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
26 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
27 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
28 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,

1 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
2 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
3 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
4 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
5 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
6 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
7 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
8 and 6399.7.

9 120. Defendants' conduct violates numerous Labor Code sections, including, but not limited
10 to, the following:

11 121. Violation of Labor Code sections 201-204, 206, 210, 227.3, 246, 246.5, 248.5, 256,
12 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including sick pay,
13 vacation pay, minimum, regular, and overtime wages) owed to Plaintiff and other aggrieved
14 employees during employment and upon separation of employment as herein alleged;

15 122. Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to
16 Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as
17 herein alleged;

18 123. Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiff and
19 other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

20 124. Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized
21 wage statements to Plaintiff and other aggrieved employees as herein alleged;

22 125. Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate
23 records regarding the employment of Plaintiff and other aggrieved employees as herein alleged; and

24 126. Violation of Labor Code section 2800 and 2802 for failure to reimburse Plaintiff and
25 other aggrieved employees for business expenses.

26 127. Labor Code Section 226.3 provides: "[a]ny employer who violates subdivision (a) of
27 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
28 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each

1 violation in a subsequent citation, for which the employer fails to provide the employee a wage
2 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
3 penalties provided for in this section are in addition to any other penalty provided by law.”

4 128. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf
5 of an employer who violates, or causes to be violated, a section of this chapter or any provision
6 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
7 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
8 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
9 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
10 employee was underpaid.”

11 129. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
12 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
13 to employees.

14 130. Labor Code section 1197.1 also provides “[a]ny employer or other person acting either
15 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
16 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
17 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
18 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
19 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
20 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
21 the employee is underpaid regardless of whether the initial violation is intentionally committed.

22 131. As set forth above, Defendants have violated numerous provisions of the Labor Code
23 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks
24 the civil penalties set forth in Labor Code sections 558 and 1197.1 for herself, the underpaid
25 employees, and the State of California.

26 132. Plaintiff is an “aggrieved employee” because she was employed by the alleged violators
27 and had one or more of the alleged violations committed against her, and therefore is properly suited
28 to represent the interests of all other aggrieved employees.

133. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

134. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

135. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

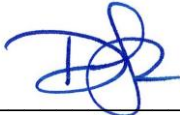
Plaintiff, individually and on behalf of all others similarly situated and other Class Members, other aggrieved employees, and the State of California, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;
2. For appointment of Plaintiff Yesika Calderon as the class representative;
3. For appointment of Torus LLP as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For damages, monetary relief, wages, premiums, benefits and penalties, including interest thereon;
7. For Waiting time penalties pursuant to Labor Code Section 203;
8. For the amounts provided for in Labor Code Section 226.7;
9. For liquidated damages pursuant to Labor Code Section 1194.2;
10. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
11. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code Sections 17200 *et seq.*;

12. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code Sections 17200, *et seq.*;
13. For permanent injunctive relief described in the UCL cause of action;
14. For prejudgment interest on all sums recovered pursuant to Labor Code Section 218.6 and Civil Code Sections 3287 and 3289, and applicable law;
15. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;
16. For recovery of attorneys' fees and costs provided by Labor Code Sections 218.6, 226, 1194, 2698 *et seq.*, 2802, and Code of Civil Procedure Section 1021.5;
17. For a declaratory judgment that the practices complained of herein are unlawful under California law;
18. Such other equitable relief as the Court may deem proper;
19. For PAGA penalties; and
20. For such other relief as the Court deems just and proper.

Dated: February 20, 2024

TORUS LLP

By: 

Daniel J. Hyun

David Alami

Attorneys for Plaintiff YESIKA CALDERON

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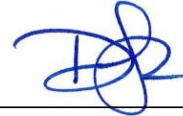
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: February 20, 2024

TORUS LLP

By: _____



Daniel J. Hyun

David Alami

Attorneys for Plaintiff YESIKA CALDERON