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David W. Slayton,
Executive Officer/Clerk of Court,
By C. Vega, Deputy Clerk

5 Attorney for Plaintiffs
6 SUSANA CATALINA HERNANDEZ, on behalf
7 of all others similarly situated, and also
8 on behalf of all aggrieved employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 SUSANA CATALINA HERNANDEZ, an
12 individual, on behalf of all others similarly
13 situated, and also on behalf of all aggrieved
14 employees,

15 Plaintiffs,

16 v.

17 AIRPORT TERMINAL MANAGEMENT,
18 INC., a California corporation; and DOES 1
19 through 20, inclusive,

20 Defendants.

CLASS ACTION COMPLAINT

Case No. **24STCV27765**

1. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
2. **FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7);**
3. **FAILURE TO PROVIDE MEAL PERIODS (CAL. LABOR CODE § 512);**
4. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
5. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
6. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.);**
7. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ).**

DEMAND OVER \$35,000

DEMAND FOR JURY TRIAL

21 PLAINTIFF, SUSANA CATALINA HERNANDEZ, an individual on behalf of herself and all
22 other similarly situated employees and also on behalf of all aggrieved employees (hereinafter
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24
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1 collectively referred to as "Plaintiffs"), hereby files this Complaint against Defendant AIRPORT
2 TERMINAL MANAGEMENT, INC., a California corporation and DOES 1 through 20 (hereinafter
3 collectively referred to as "Defendants"). Plaintiffs are informed and believe, and thereon allege as
4 follows:

5 6 **INTRODUCTION**

7 1. This is a civil action seeking recovery for Defendants' violations of the California Labor
8 Code, California Business and Professions Code ("B&PC"), the applicable Wage Orders issued by the
9 California Industrial Welfare Commission (hereinafter, the "IWC Wage Orders") and related common
10 law principles.

11 2. Plaintiffs' action seeks monetary damages and injunctive relief, including full restitution
12 from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

13 3. The acts complained of herein occurred, occur and will occur, at least in part, within the
14 time period from June 3, 2021, up to and through the time of trial for this matter. This is hereinafter the
15 "Class Period."

16 4. The "Class Plaintiffs" are all current and former non-exempt hourly employees, whom
17 were employed by Defendants from on or about June 3, 2021, up to and through the time of trial in this
18 matter.

19 20 **JURISDICTION AND VENUE**

21 5. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
22 is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein,
23 because Defendants maintain offices and transact business within Los Angeles County, and because the
24 work that is the subject of this action was performed by Class Plaintiffs in Los Angeles County.

25 6. The California Superior Court has jurisdiction in this matter because both the individual
26 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
27 of the Superior Court and will be established at trial, according to proof.

1 7. The California Superior Court also has jurisdiction in this matter because during their
2 employment with Defendants, Class Plaintiffs, were all California citizens and Defendant AIRPORT
3 TERMINAL MANAGEMENT, INC. conducted and transacted business throughout Los Angeles
4 County. Further there is no federal question at issue, as the issues herein are based solely on California
5 statutes and law.

6
7 **THE PARTIES**

8 **PLAINTIFF SUSANA CATALINA HERNANDEZ**

9 8. Plaintiff SUSANA CATALINA HERNANDEZ ("HERNANDEZ") is an individual over
10 the age of eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the State
11 of California.

12 9. Plaintiff, HERNANDEZ worked for Defendants as a "wheelchair agent" from on or about
13 January 2019 until on or about August 20, 2023, within the County of Los Angeles, California.

14
15 **DEFENDANT AIRPORT TERMINAL MANAGEMENT, INC.**

16 10. Defendant AIRPORT TERMINAL MANAGEMENT, INC. (hereinafter "AIRPORT")
17 was and is a California corporation doing business at 1 World Way, Los Angeles, in the County of Los
18 Angeles, State of California. At all relevant times, Defendant AIRPORT employed 26 or more
19 employees.

20
21 **DOES 1 – 20, INCLUSIVE**

22 11. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were
23 licensed to do business and/or actually doing business in California.

24 12. Class Plaintiffs do not know the true names or capacities, whether individual, partner or
25 corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious
26 names pursuant to CCP §474.

27 13. Class Plaintiffs will seek leave of court to amend this Complaint to allege such names and
28 capacities as soon as they are ascertained.

ALL DEFENDANTS

14. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

15. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

17. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise.

18. Defendants, and each of them, at all times mentioned in this Complaint, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

19. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

20. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

21. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants, and each of them, including those defendants named as DOES 1-20 acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further informed and believe, and based thereupon allege, that Defendants, and each of them, including those

1 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
2 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
3 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

4 22. Whenever and wherever reference is made in this complaint to any act or failure to act
5 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
6 and/or failures to act by each Defendant acting individually, jointly and severally.

7
8 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

9 23. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
10 a unity of interest and ownership between AIRPORT and DOES 1-20 (collectively "Defendants") that
11 the individuality and separateness of defendants have ceased to exist.

12 24. Class Plaintiffs are informed and believe, and based thereon allege, that despite the
13 formation of purported corporate existence, AIRPORT and DOES 1-20 are, in reality, one and the same,
14 including, but not limited to because:

15 a. AIRPORT is completely dominated and controlled by DOES 1-20, who
16 personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden
17 and currently hide behind AIRPORT to perpetrate frauds, circumvent statutes, or accomplish some other
18 wrongful or inequitable purpose.

19 b. DOES 1-20 derive actual and significant monetary benefits by and through
20 AIRPORT's unlawful conduct, and by using AIRPORT as the funding source for their own personal
21 expenditures.

22 c. AIRPORT and DOES 1-20, while really one and the same, were segregated to
23 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
24 accomplishing some other wrongful or inequitable purpose.

25 d. AIRPORT does not comply with all requisite corporate formalities to maintain a
26 legal and separate corporate existence.

27 e. The business affairs of AIRPORT and DOES 1-20 are, and at all times relevant
28 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in

inextricable confusion. AIRPORT was at all times relevant hereto, used by DOES 1-20 as a mere shell and conduit for the conduct of certain of AIRPORT's affairs, and are, and were, the alter ego of DOES 1-20. The recognition of the separate existence of AIRPORT would not promote justice, in that it would permit AIRPORT to insulate themselves from liability to Plaintiffs for violations of the Labor Code, Business and Professions Code and other statutory violations. The corporate existence of AIRPORT and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

25. Accordingly, AIRPORT constitutes the alter ego of DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

26. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and based thereon allege that AIRPORT and DOES 1-20 are Plaintiffs' joint employers by virtue of a joint enterprise, and that Plaintiffs were employees of AIRPORT and DOES 1-20. Class Plaintiffs performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of the responsibility and influence of Class Plaintiffs as an employee, either directly or indirectly, and the manner in which AIRPORT's business was and is conducted.

27. Alternatively, Class Plaintiffs are informed and believe and, based thereupon alleges, that as and between DOES 1-20 and AIRPORT (1) there is an express or implied agreement of assumption pursuant to which DOES 1-20 agreed to be liable for the debts of AIRPORT, (2) the transaction between DOES 1-20 and AIRPORT amounts to a consolidation or merger of entities, (3) DOES 1-20 is a mere continuation of AIRPORT, or (4) the transfer of assets to DOES 1-20 is for the fraudulent purpose of escaping liability for AIRPORT's debts. Accordingly, DOES 1-20 are the successors of AIRPORT, and are liable on that basis.

CLASS ACTION ALLEGATIONS

28. The Class Plaintiffs are entitled to the protections of the California Labor Code and the Wage Order.

29. The Class Plaintiffs were not permitted to take duty-free rest periods of at least ten minutes every four hours worked, as required by California Labor Code §226.7.

1 30. The Class Plaintiffs were also not provided duty-free meal periods of at least thirty minutes
2 for every five hours worked as required by California Labor Code §512.

3 31. Defendants failed to maintain working conditions that comply with the Wage Order,
4 failed to timely provide them with accurate written wage statements, and failed to timely pay them
5 earned wages during employment.

6 32. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or
7 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
8 all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a
9 class action pursuant to CCP §382.

10 33. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly
11 situated individuals who are presently employed or were formerly employed as employees paid on an
12 hourly basis (including any of Defendants' job positions with substantially similar titles and/or duties)
13 in California from June 3, 2021 through trial who were not: (1) provided legally compliant meal periods,
14 (2) provided legally compliant rest periods, (3) provided accurate wage statements, or (4) paid all earned
15 wages timely upon termination of their employment.

16 34. In addition, Class Plaintiffs will seek to certify a subclass of those similarly situated
17 individuals who were formerly employed by Defendants as hourly employees in California from June
18 3, 2021 through trial who were terminated. Hereinafter, this is referred to as the "Terminated Employee
19 SubClass."

20 35. The Class and the Terminated SubClass are herein collectively referred to as the
21 "Classes."

22 36. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
23 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
24 such time when Class Plaintiffs seek to certify the Classes alleged herein.

25 37. Numerosity (CCP §382):

- 26 a. The potential quantity of members of the Classes as defined is so numerous that
27 joinder of all members is unfeasible and impractical;
28

- b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;
- c. The quantity of members of the Classes is unknown to Class Plaintiffs at this time; however, it is estimated that the membership of the Classes numbers greater than 100 individuals; and
- d. The quantity and identity of such membership is readily ascertainable via inspection of Defendants' records.

38. Superiority (CCP §382): The nature of this action and the nature of the laws available to Class Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- a. California has a public policy which encourages the use of the class action device;
- b. By establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation;
- c. This case involves large corporate Defendants and a large number of individual Class members with many relatively small claims and common issues of law and fact;
- d. If each individual member of the Classes were required to file an individual lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants' vastly superior financial and legal resources;
- e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Classes who would be disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers, and well-being;

- 1 f. Proof of a common business practice or factual pattern, of which the members of the
2 Classes experienced, is representative of the Classes herein and will establish the right
3 of each of the members of the Classes to recover on the causes of action alleged
4 herein;
- 5 g. Absent class treatment, the prosecution of separate actions by the individual members
6 of the Classes, even if possible, would likely create:
- 7 i) a substantial risk of each individual Plaintiff presenting in separate,
8 duplicative proceedings the same or essentially similar arguments and
9 evidence, including expert testimony;
 - 10 ii) a multiplicity of trials conducted at enormous expense to both the judicial
11 system and the litigants;
 - 12 iii) inconsistent or varying verdicts or adjudications with respect to the
13 individual members of the Classes against Defendants;
 - 14 iv) potentially incompatible standards of conduct for Defendants; and
 - 15 v) potentially incompatible legal determinations with respect to individual
16 members of the Classes which would, as a practical matter, be dispositive
17 of the interest of the other members of the Classes who are not parties to
18 the adjudications or which would substantially impair or impede the
19 ability of the members of the Classes to protect their interests.
- 20 h. The claims of the individual members of the Classes are not sufficiently large to
21 warrant vigorous individual prosecution considering all of the concomitant costs and
22 expenses attendant thereto;
- 23 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
24 fashion methods to manage any individual questions; and
- 25 j. The Supreme Court of California urges trial courts, which have an obligation to
26 consider the use of innovative procedural tools to certify a manageable class, to be
27 procedurally innovative in managing class actions.
- 28

1 39. Well-defined Community of Interest: Plaintiffs also meet the established standards for
2 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as
3 follows:

4 a. Typicality: The claims of Plaintiff HERNANDEZ are typical of the claims of all
5 members of the Classes she seeks to represent because she has been subject to all the
6 violations described herein, as have all members of the Classes sustained injuries and
7 damages arising out of Defendants' common course of conduct in violation of law
8 and the injuries and damages of all members of the Classes were caused by
9 Defendants' wrongful conduct in violation of law, as alleged herein.

10 b. Adequacy: Plaintiff HERNANDEZ:

- 11 i) is an adequate representative of the Classes she seeks to represent;
12 ii) will fairly protect the interests of the members of the Classes;
13 iii) has no interests antagonistic to the member of the Classes; and
14 iv) will vigorously pursue this suit via attorneys who are competent, skilled
15 and experienced in litigating matters of this type.

16 c. Predominant Common Questions of Law or Fact: There are common questions of law
17 and/or fact as to the members of the Classes which predominate over questions
18 affecting only individual members of the Classes, including, without limitation:

- 19 i) Whether Defendants failed and continue to fail to authorize and permit
20 legally-requisite rest breaks to Class Plaintiffs in violation of the Labor
21 code and Section 1 of the IWC Wage Orders;
22 ii) Whether Defendants failed and continue to fail to authorize and permit
23 legally-requisite meal periods to Class Plaintiffs in violation of the Labor
24 Code and Section 1 of the IWC Wage Orders;
25 iii) Whether Defendants failed to timely furnish accurate, itemized and legal
26 wage statements to Class Plaintiffs;
27 iv) Whether Defendants are derivatively liable pursuant to Labor Code §203
28 to the Terminated Employee SubClass;

- v) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent competition within the meaning of B&PC §17200, et seq.;
- vi) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent business practices within the meaning of B&PC § 17200, et seq.;
- vii) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- viii) Whether the members of the Classes are entitled to injunctive relief;
- ix) Whether the members of the Classes are entitled to restitution; and
- x) Whether Defendants are liable for attorneys' fees and costs.

40. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232, 238).

FIRST CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE
LABOR CODE §§201, 226.7, 512, 1194
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

41. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

42. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages earned and required by 8 Code of Regulations §11090, as set forth hereinabove. As alleged herein, Defendants routinely failed to compensate Class Plaintiffs for missed rest and meal breaks.

43. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

44. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

SECOND CAUSE OF ACTION
FOR FAILURE TO AUTHORIZE AND PERMIT REST BREAKS
LABOR CODE §§226.7, 516
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

45. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

46. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof, and further prohibits an employer from requiring “an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

47. Labor Code §516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

48. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at a rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

49. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

50. The Class Plaintiffs sometimes worked over 4 hours per shift.

1 51. The Class Plaintiffs were entitled to a rest period of not less than 10 minutes prior to
2 exceeding 4 hours of employment.

3 52. As a matter of Defendants' established company policy, Defendants failed to always
4 authorize and permit all required rest periods established by Labor Code §226.7 and Labor Code §516
5 and Section 12 of the IWC Wage Order(s).

6 53. Pursuant to Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which states
7 "if an employer fails to provide an employee a meal or rest period in accordance with an applicable order
8 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
9 at the employee's regular rate of compensation for each work day that the meal or rest period is not
10 provided," the Class Plaintiffs are entitled to damages in an amount equal to 1 additional hour of pay at
11 each employee's regular rate of compensation for each work day that the rest period was not provided.

12 54. Pursuant to Labor Code §218.6 and Civil Code § 3287, the Class Plaintiffs seek recovery
13 for prejudgment interest on all amounts recovered herein.

14
15 **THIRD CAUSE OF ACTION**
16 **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS**
17 **LABOR CODE §§226.7, 512**
18 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
19 **AGAINST ALL DEFENDANTS**

20 55. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
21 forth in full herein.

22 56. Labor Code §512 requires employers to provide every employee with an uninterrupted
23 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

24 57. Class Plaintiffs regularly worked in excess of five hours per day and were thereby entitled
25 to take uninterrupted 30-minute meal periods on each day of work.

26 58. Defendants failed and refused to provide the Class Plaintiffs with uninterrupted meal and
27 rest periods, and failed to compensate Class Plaintiffs, and other similarly situated employees, for missed
28

1 meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of
2 Regulations §11160 and Industrial Welfare Commission Order No. 16-2001, as follows.

3 59. Class Plaintiffs have been deprived of wages for missed meal breaks due in amounts to
4 be determined at trial.

5 60. As alleged herein, Class Plaintiffs are not exempt from the meal break requirements of 8
6 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-2001. Consequently,
7 Class Plaintiffs are owed one hour of pay at his or her then regular hourly rate, or the requisite minimum
8 wage, whichever is greater, for each day that he or he was denied such meal periods.

9 61. Class Plaintiffs have been deprived of his or her rightfully earned compensation for
10 missed meal breaks as a direct and proximate result of Defendants' failure and refusal to pay said
11 compensation.

12 62. Thus, for the entirety of the time periods set forth above, Class Plaintiffs are entitled to
13 recover such amounts to be determined at trial pursuant to Labor Code §226.7(b), plus interest thereon
14 and costs of suit.

15
16 **FOURTH CAUSE OF ACTION**
17 **FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS**
18 **LABOR CODE §§226**
19 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
20 **AGAINST ALL DEFENDANTS**

21 63. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
22 forth in full herein.

23 64. Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the
24 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
25 check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
26 check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
27 worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the
28 period for which the employee is paid ... (8) the name and address of the legal entity that is the employer,

1 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee”

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

8 66. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §12(A), California
9 employers are required to maintain accurate records pertaining to the total hours worked for Defendants
10 by Class Plaintiffs, including but not limited to, beginning and ending of each work period, meal period
11 and split shift interval, the total daily hours worked, and the total hours worked per pay period and
12 applicable rates of pay.

13 67. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders
14 §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate itemized
15 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all
16 deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective
17 pay period and the corresponding number of hours worked at each hourly rate by each respective
18 individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs, including
19 but not limited to, beginning and ending of each work period, meal period and split shift interval, the
20 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

21 68. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
22 suffers injury if the employer fails to provide accurate and complete information as required by any one
23 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
24 requisite information without reference to other documents or information.

25 69. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate
26 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the
27 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without
28 reference to other documents or information.

1 70. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to
2 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided
3 written accurate itemized statements showing all requisite information, including but not limited to total
4 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code
6 §226 and the IWC Wage Orders §12(A), such that the Class Plaintiffs were misled by Defendants as to
7 the correct information regarding various items, including but not limited to total hours worked by the
8 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate.

10 71. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing
11 and intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:

- 12 a. Confusion over whether they received all wages owed them by Defendants;
- 13 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 14 c. Being forced to engage in mathematical computations to analyze whether
15 Defendants' wages in fact compensated for all hours worked;
- 16 d. The inability to accurately calculate wage rates complicated by the fact that wage
17 statement information required by Labor Code §226 is missing;
- 18 e. That such practice prevents the Class Plaintiffs from being able to effectively
19 challenge information on their wage statements; and/or
- 20 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
21 required to collect and analyze the very information that California law requires.

22 72. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages or
23 four thousand dollars (\$4,000.00), whichever is greater.

24 73. Pursuant to Labor Code §226(g), the currently-employed members of the Class Plaintiffs
25 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

26 74. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also entitled to
27 an award of costs and reasonable attorneys' fees.
28

FIFTH CAUSE OF ACTION
FOR WAITING TIME PENALTIES

LABOR CODE §203

(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)

AGAINST ALL DEFENDANTS

75. The Terminated Employee SubClass re-alleges and incorporates by reference the above paragraphs as though set forth in full herein.

76. Labor Code §203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

77. The members of the Terminated Employee SubClass are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

78. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof.

79. As set forth above, Defendants willfully failed to pay the members of the Terminated Employee SubClass their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

80. Defendants' willful failure to pay wages to the members of the Terminated Employee SubClass violates Labor Code §203 because Defendants knew or should have known wages were due to the members of the Terminated Employee SubClass, as set forth above, but Defendants failed to pay them.

81. Thus, the members of the Terminated Employee SubClass are entitled to recovery pursuant to Labor Code §203, as well as attorneys' fees and costs.

SIXTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

82. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

83. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act..."

84. B&PC §17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties available under all other laws of this state."

85. B&PC §17204 provides that an action for relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

86. Defendants' have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving Plaintiffs of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

87. Defendants have engaged in unfair business practices in California by practicing, employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring employees to perform the labor services complained of herein without the requisite compensation.

88. Defendants' use of such practices constitutes an unfair business practice, unfair competition and provides an unfair advantage over Defendants' competitors.

89. Plaintiffs have suffered injury in fact and have lost money or property as a result of such unfair competition.

1 90. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to
2 restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair
3 practices complained of herein.

4 91. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will
5 continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

6 92. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction
7 prohibiting Defendants from engaging in the foregoing conduct.

8 93. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary
9 relief sought from Defendants.

10
11 **SEVENTH CAUSE OF ACTION**
12 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**
13 **LABOR CODE §2699**
14 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
15 **AGAINST ALL DEFENDANTS**

16 94. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
17 forth in full herein.

18 95. Under Labor Code §2699, Class Plaintiffs, as aggrieved employees, may bring an action
19 against Defendants, on behalf of herself and other current or former employees, seeking statutory civil
20 penalties for Defendants' violations of the California Labor Code.

21 96. Class Plaintiffs were aggrieved employees within the meaning of Labor Code §2699(a)
22 and 2699.3(a), as Defendants have committed multiple California Labor Code violations against them,
23 as previously pleaded in this Complaint.

24 97. On January 18, 2024, more than 65 calendar days before filing this Complaint, Class
25 Plaintiffs provided written notice by online filing to the Labor and Workforce Development Agency and
26 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
27 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201,
28

1 202, 203, 226, 226.7, 226.8, 512, 1174, 1182.12, 1194, 1194.2, 1197, each of which is enumerated among
2 the serious violations set forth in Labor Code §2699.5.

3 98. Under Labor Code §2699.3(c)(2)(A), Defendants may cure alleged violations within 33
4 calendar days of the postmarked date of the written notice sent by Class Plaintiffs. As of the filing of this
5 Complaint, Defendants have not cured such violations within the specified time period. Consequently,
6 Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3

7 99. As of the filing of this Complaint, Class Plaintiffs have not received any response from
8 the Labor and Workforce Development Agency on its intent to pursue an action against Defendants.
9 Consequently, Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

10 100. As a direct and proximate result of Defendants' California Labor Code violations as set
11 forth in this Complaint, Plaintiffs are entitled to civil penalties of \$100 for each aggrieved employee per
12 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
13 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
14 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
15 provide for a penalty, §§201, 226, 226.3, 246.5, and 558.

16 101. Plaintiffs, as a personal representative of the general public, will and does seek to recover
17 any and all penalties for each and every violation shown to exist or to have occurred during the one year
18 period before Plaintiffs filed Notice with the LWDA of her intent to bring this action, in an amount
19 according to proof, as to those penalties that are otherwise only available to public agency enforcement
20 actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the
21 penalties recovered being reimbursed to the State of California and the Labor and Workforce
22 Development Agency. Plaintiffs are also entitled to reasonable attorney's fees and costs, and 25% of the
23 recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i). This claim under Labor Code §2699
24 and §2699.3 et seq., does not require class certification as it is brought pursuant to the Private Attorneys
25 General Act.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiffs pray:

3 1. That the Court issue an Order certifying the Classes herein, appointing the named
4 Plaintiff HERNANDEZ as representative of all others similarly situated, and appointing the law firm(s)
5 representing the named Plaintiff HERNANDEZ as counsel for the Class Plaintiffs;

6 As to the First Cause of Action for Failure to Pay Wages:

- 7 a. For recovery of the unpaid balance of the full amount of wages due and owing, according
8 to proof;
- 9 b. For prejudgment interest as allowed by Labor Code §§201, 226.7, 512, 558, 1182.12, 1194,
10 1194.2;
- 11 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
12 Labor Code §1194(a);

13 As to the Second Cause of Action for Failure to Authorize and Permit Rest Periods:

- 14 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
15 Rest Period Class for each workday that a paid rest period was not provided;
- 16 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

17 As to the Third Cause of Action for Failure to Authorize and Permit Meal Periods:

- 18 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
19 Meal Period Class for each workday that a meal period was not provided;
- 20 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287

21 As to the Fourth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

- 22 a. For damages according to proof;
- 23 b. For recovery as authorized by Labor Code §226(e) and 226.3;
- 24 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
25 §226(g);

26 As to the Fifth Cause of Action for Derivative Violations of Labor Code §203:

- 27 a. For recovery as authorized by Labor Code §203;
- 28

- 1 b. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203 and/or
2 Labor Code §1194(a);

3 As to the Sixth Cause of Action for Unfair Business Practices:

- 4 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
5 Court review, to determine the amount to be returned by Defendants, and the amounts to be
6 refunded to members of the Classes who are owed monies by Defendants;
7 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
8 home address, home telephone number and, if available, email address;
9 c. For an Order requiring Defendants to make full restitution and payment pursuant to
10 California law;
11 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
12 engaging in the acts complained of herein;
13 e. For all other appropriate injunctive, declaratory and equitable relief;
14 f. For interest to the extent permitted by law;
15 g. For an award of attorneys' fees and costs incurred in the investigation, filing and
16 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code
17 §1194 and/or any other applicable provision of law;

18 As to the Seventh Cause of Action for Derivative Violations of Labor Code §2699:

- 19 a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent
20 and apart from other penalties in the Labor Code and for Labor Code violations without a
21 specific penalty, in the amount of \$100 for each aggrieved employee per pay period for each
22 violation, and \$200 for each aggrieved employee per pay period for each subsequent
23 violation;
24 b. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and
25 apart from other penalties in the Labor code, as follows: (i) For any violation, fifty dollars
26 (\$50) for each aggrieved underpaid employee for each pay period for the employee was
27 underpaid, and an additional penalty amount sufficient to recover underpaid wages; (ii) For
28 each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid

1 employee for each pay period for which the employee was underpaid, and an additional
2 penalty amount sufficient to recover the underpaid wages; and (iii) for these amounts to be
3 paid to the aggrieved employees;

- 4 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §2699(g)(1)
5 and any other applicable statute;

6 As to All Causes of Action:

- 7 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees
8 and costs incurred.

9
10 DATED: October 23, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

11
12 By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiffs
SUSANA CATALINA HERNANDEZ, on
behalf of all others similarly situated, and also
on behalf of all aggrieved employees

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17 **JURY TRIAL DEMANDED**

18 Plaintiffs demand trial of all issues by jury.

19
20 DATED: October 23, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

21
22 By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiffs
SUSANA CATALINA HERNANDEZ, on
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