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Attorneys for Defendants
YOUR HOME NURSING SERVICES, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

DESIREE VASQUEZ, individually and on
behalf of others similarly situated,

Plaintiff,

v.

YOUR HOME NURSING SERVICES,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 22CV000508
[Unlimited Jurisdiction]

**JOINT STIPULATION FOR LEAVE TO
FILE PLAINTIFF'S SECOND AMENDED
COMPLAINT; AND ~~[PROPOSED]~~ ORDER
THEREON**

Complaint Filed: May 9, 2022
Trial Date: None Set Yet

FILED

JAN 12 2024

CLERK OF THE NAPA SUPERIOR COURT
BY  DEPUTY

1 Pursuant to section 472 of the California Code of Civil Procedure, Plaintiff Desiree
2 Vasquez ("Plaintiff") and Defendant Your Home Nursing Services, Inc. ("Defendant"), by and
3 through their respective counsels of record, submit this Stipulation for Leave to File a Second
4 Amended Complaint. Plaintiff and Defendant are collectively referred to as the "Parties."

5 The Second Amended Complaint is attached hereto as Exhibit A and is also concurrently
6 filed with this Stipulation.

7 **RECITALS**

8 WHEREAS, On July 18, 2023, the Parties participated in an all-day mediation to discuss
9 a resolution of Plaintiff's claims. With the assistance of the mediator, the parties reached a
10 tentative agreement to settle all of Plaintiff's class and representative claims.

11 WHEREAS, as a part of the settlement agreement, the Parties agreed to settle Plaintiff's
12 forthcoming claims under the Private Attorneys General Act and claims under California Labor
13 Code section 226. The Parties have met and conferred over the filing of a Second Amended
14 Complaint to add these claims.

15 WHEREAS, the Parties agree that the filing of this Second Amended Complaint is in the
16 interests of justice and for purposes of judicial efficiency.

17 WHEREAS, both parties agree that a stipulation to give Plaintiff leave to file a Second
18 Amended Complaint would minimize costs for the parties and preserve scarce judicial resources.

19 **STIPULATION**

20 NOW, THEREFORE, the Parties, by and through their undersigned counsel of record,
21 hereby agree and stipulate that:

22 1. Plaintiff may file the Second Amended Complaint, attached hereto as Exhibit A
23 and also concurrently filed herewith.

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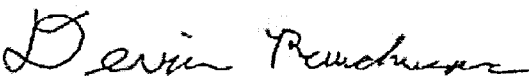
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IT IS SO STIPULATED.

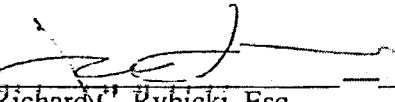
Dated: January 3, 2024

DOMB & RAUCHWERGER, LLP

By: 
Zack I. Domb, Esq.
Devin E. Rauchwerger, Esq.
Attorneys for Plaintiff, Desiree Vasquez

Dated: January 3, 2024

RYBICKI & ASSOCIATES, P.C.

By: 
Richard C. Rybicki, Esq.
Jacqueline K. Loveless, Esq.
Attorneys for Defendant, Your Home Nursing
Services, Inc.

CPS
[PROPOSED] ORDER

Based on the foregoing Stipulation, and for good cause shown, IT IS HEREBY ORDERED:

1. Plaintiff is granted leave to file Plaintiff's Second Amended Complaint, attached hereto as Exhibit A and also concurrently filed herewith. Upon execution of this Order, Plaintiff's Second Amended Complaint, attached hereto as Exhibit A, is deemed filed with the Court.

IT IS SO ORDERED.

DATE: 1/12/24

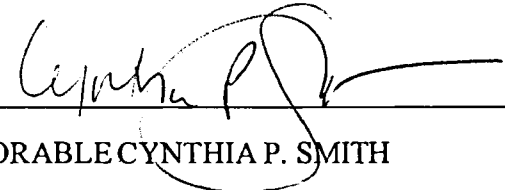

HONORABLE CYNTHIA P. SMITH

EXHIBIT A

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7 Attorneys for Plaintiff
Desiree Vasquez
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF NAPA**

11 Desiree Vasquez, individually and on behalf
of others similarly situated,

12 Plaintiff,

13 vs.
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15 Your Home Nursing Services, Inc., a
California corporation; and DOES 1 through
16 50, inclusive,

17 Defendants.
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Case No.: 22CV000508

**PLAINTIFF'S SECOND AMENDED
CLASS ACTION COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510, 1194, and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Business & Professions Code § 17200, et seq.
- (9) Violation of §§ 226 (Failure to Provide Accurate Itemized Wage Statements)
- (10) Violation Of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiff Desiree Vasquez ("Plaintiff"), individually and on behalf of other members of
2 the general public similarly situated, based upon facts that either have evidentiary support or are
3 likely to have evidentiary support after a reasonable opportunity for further investigation and
4 discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendant Your Home Nursing Services, Inc.
7 and DOES 1 THROUGH 50 (hereinafter also collectively referred to as "Defendant") for
8 California Labor Code violations, unfair business practices, and civil penalties stemming from
9 Defendants' failure to pay overtime compensation, failure to provide meal periods, failure to
10 authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages,
11 failure to provide accurate wage statements, failure to maintain accurate time and payroll records,
12 failure to reimburse necessary business-related expenses, and failure to pay reporting wages. In
13 addition, this is a class action lawsuit seeking unpaid wages and interest thereon for unpaid wages
14 for all hours worked at minimum wage and overtime worked at the overtime rate of pay due to
15 defendant's policy, practice, and/or procedure of rounding down or shaving down employees'
16 daily hours worked.

17 2. Plaintiff's First through Ninth Causes of Action are brought as a class action on
18 behalf of herself and similarly situated current and former employees of Defendants (hereinafter
19 collectively referred to as the "Class" or "Class Members," as defined more fully in paragraph
20 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
21 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
22 and will be established according to proof at trial.

23 3. The Court has jurisdiction over this action pursuant to the California Constitution,
24 Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes"
25 except those given by statute to other courts. The statutes under which this action is brought do
26 not specify any other basis for jurisdiction.

27 4. This Court has jurisdiction over Defendants because, upon information and belief,
28 Defendants are citizens of California, have sufficient minimum contacts in California, or

1 otherwise intentionally avail themselves of the California market so as to render the exercise of
2 jurisdiction over them by the California courts consistent with traditional notions of fair play and
3 substantial justice.

4 5. Venue is proper in this Court because, upon information and belief, Defendants
5 maintain offices, have agents, and/or transact business in the State of California, County of Napa.

6 **PARTIES**

7 6. Plaintiff Desiree Vasquez was an individual who at all relevant times, resided in
8 the County of Solano, State of California.

9 7. Defendant Your Home Nursing Services, Inc., is and at all times herein mentioned
10 was, a corporation organized and existing under the laws of the State of California, and registered
11 to do business in the state of California.

12 8. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
13 and therefore sues these defendants by such fictitious names. The Doe defendants may be
14 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
15 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
16 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
17 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
18 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
19 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
20 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
21 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
22 were proximately caused by its conduct. Your Home Nursing Services, Inc. and Doe Defendants
23 1 through 50 are collectively referred to herein as "Defendants."

24 9. Defendant was and at all times herein mentioned were, (a) conducting business in
25 the County of Napa, State of California, and (b) the employer of Plaintiff consistent with the
26 California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

27 10. Plaintiff further alleges that Defendant, directly or indirectly controlled or affected
28 the working conditions, wages, working hours, and conditions of employment of Plaintiff, the

1 Class and the Aggrieved Employees so as to make each of said Defendant employers and
2 employers jointly liable under the statutory provisions set forth herein.

3 **CLASS ACTION ALLEGATIONS**

4 11. Plaintiff brings the First through Ninth Causes of Action as a class action on her
5 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
6 seeks class certification under Code of Civil Procedure section 382.

7 12. The proposed class is defined as follows: All current and former non-exempt
8 employees of Defendant within the State of California at any time commencing four (4) years
9 preceding the filing of Plaintiff's complaint up until the time that notice of the certified class
10 action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

11 13. Plaintiff reserves the right to establish other subclasses as appropriate.

12 14. The Class is ascertainable and there is a well-defined community of interest in the
13 litigation:

- 14 a. Numerosity: The Class Members are so numerous that joinder of all Class
15 Members is impracticable. The membership of the entire Class is unknown to
16 Plaintiff at this time; however, the Class is estimated to be over fifty (50)
17 individuals and the identity of such membership is readily ascertainable by
18 inspection of Defendant's employment records.
- 19 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
20 herein. Plaintiff will fairly and adequately protect the interests of the other Class
21 Members with whom she has a well-defined community of interest.
- 22 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
23 Member, with whom she has a well-defined community of interest and typicality
24 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
25 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
26 versed in the rules governing class action discovery, certification, and settlement.
27 Plaintiff has incurred, and during the pendency of this action will continue to
28 incur, costs and attorneys' fees, that have been, are, and will be necessarily

1 expended for the prosecution of this action for the substantial benefit of each Class
2 Member.

3 d. Superiority: A class action is superior to other available methods for the fair and
4 efficient adjudication of this litigation because individual joinder of all Class
5 Members is impractical.

6 e. Public Policy Considerations: Certification of this lawsuit as a class action will
7 advance public policy objectives. Employers of this great state violate
8 employment and labor laws every day. Current employees are often afraid to
9 assert their rights out of fear of direct or indirect retaliation. However, class
10 actions provide the Class Members who are not named in the complaint
11 anonymity that allows for the vindication of their rights.

12 15. There are common questions of law and fact as to the Class that predominate over
13 questions affecting only individual members. The following common questions of law or fact,
14 among others, exist as to the members of the Class:

- 15 a. Whether Defendant's failure to pay wages, without abatement, or reduction, in
16 accordance with the California Labor Code was willful;
- 17 b. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
18 and the other Class Members for all hours worked, and missed, short, late or
19 interrupted meal periods and rest breaks in violation of California law;
- 20 c. Whether Defendant required Plaintiff and the other Class Members to work more
21 than eight (8) hours per day and/or more than forty (40) hours per week and failed
22 to pay the legally required overtime compensation to Plaintiff and the other Class
23 Members;
- 24 d. Whether Defendant deprived Plaintiff and the other Class Members of meal
25 and/or rest periods or required Plaintiff and the other Class Members to work
26 during meal and/or rest periods without compensation;
- 27 e. Whether Defendant failed to pay meal period premium wages to Class Members
28 when they were not provided with a legally compliant meal period;

- 1 f. Whether Defendant failed to pay rest period premium wages to Class Members
2 when they were not authorized and permitted to take legally compliant rest
3 periods;
- 4 g. Whether Defendant failed to pay minimum wages to Plaintiff and the other Class
5 Members for all hours worked;
- 6 h. Whether Defendant failed to pay Plaintiff and the other Class Members the
7 required minimum wage pursuant to California law;
- 8 i. Whether Defendant failed to pay Plaintiff and the other Class Members proper
9 overtime compensation pursuant to California law;
- 10 j. Whether Defendant failed to pay all wages due to Plaintiff and the other Class
11 Members within the time required upon their discharge or resignation from
12 employment;
- 13 k. Whether Defendant failed to reimburse Plaintiff and the other Class Members for
14 all necessary business-related expenses and costs in violation of California Labor
15 Code section 2802;
- 16 l. Whether Defendant failed to pay reporting time wages in violation of the
17 applicable IWC Wage Order;
- 18 m. Whether Defendant failed to timely pay all wages due to Plaintiff and the other
19 Class Members during their employment;
- 20 n. Whether Defendant complied with wage reporting as required by the California
21 Labor Code, including section 226;
- 22 o. Whether Defendant complied with the wage statement provisions required by the
23 California Labor Code, including section 226;
- 24 p. Whether Defendant's conduct was with malice, fraud or oppression;
- 25 q. Whether Defendant's conduct was willful or reckless;
- 26 r. Whether Defendant engaged in unfair business practices in violation of California
27 Business & Professions Code section 17200, *et seq.* based on their improper
28 withholding of compensation and deduction of wages;

s. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendant's violation of California law; and

t. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

16. Defendant provides in-home care services ranging from basic activities of daily living to skilled nursing.

17. Defendant employed Plaintiff as a caregiver from approximately June 4, 2015 until March 17, 2021.

18. At all relevant times set forth herein, Defendant employed Plaintiff, the Class and the Aggrieved Employees as hourly-paid or non-exempt employees.

19. Defendants forced employees to "round" down or "shave" Plaintiff's and similarly situated employees' total daily hours worked at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants, in policy and/or practice. Defendants' timekeeping procedures was not neutral in its policy or practice. Defendants had a policy that required Plaintiff and the other Class Members to "[a]lways be **at least 5 minutes early** to your shift!" and stated "[t]he care you give, starts **five minutes before your shift time starts and ends five minutes after your shift time ends...**" Defendants' rounding policy precluded Plaintiff, Class Members and Aggrieved Employees from being paid for these five minutes before and after their shift started for which they were required to work.

20. Throughout the time period involved in this case, Defendant had the authority to hire and terminate Plaintiff, the Class and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class and the Aggrieved Employees; and to hire and terminate the employment of Plaintiff, the Class and the Aggrieved Employees.

21. At all times herein mentioned, Defendant was subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

22. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in

1 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
2 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
3 Plaintiff, the Class and the Aggrieved Employees to work off the clock without compensation,
4 thereby failing to pay them for all hours worked, including minimum and overtime wages.
5 Defendant also implemented policies that prohibited Plaintiff, the Class and the Aggrieved
6 Employees from accurately recording the actual time worked, resulting in a failure to pay
7 Plaintiff, the Class and the Aggrieved Employees all wages owed.

8 23. Plaintiff and similarly situated employees worked more minutes per shift than
9 Defendants credited them with having worked. Defendants forced employees to “round” down
10 or “shave” Plaintiff’s and similarly situated employees’ total daily hours worked at the time of
11 their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants, in
12 policy and/or practice. Plaintiff and similarly situated employees were not paid for this time.
13 Defendant also had a written policy of requiring all employees to arrive to their shift at least 5
14 minutes early and work until 5 minutes after their shift ended, but they were not paid for this time
15 due to Defendant’s instructions to round their time. Plaintiff and other similarly situated
16 employees were required to arrive early or stay late in order to pass off information to the next
17 caregiver, but were not compensated for this time. Despite the fact that California law requires
18 employers to pay employees for all hours worked at least at a minimum wage rate, Defendants
19 rounded down or shaved down Plaintiff’s and similarly situated employees’ daily hours worked,
20 Defendants suffered, permitted, and required its hourly employees to be subject to Defendant’s
21 control without paying wages for that time. This resulted in Plaintiff and similarly situated
22 employees working time for which they were not compensated any wages, in violation of
23 California Labor Code sections 1194, 1197, and the Wage Orders.

24 24. Throughout the time period involved in this case, Defendant implemented policies
25 and/or practices which failed to provide Plaintiff, the Class and the Aggrieved Employees with
26 timely and duty-free meal periods. Defendant routinely failed to relieve Plaintiff, the Class and
27 the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
28 control over Plaintiff, the Class and the Aggrieved Employees during their meal periods, regularly

1 failed to permit Plaintiff, the Class and the Aggrieved Employees a reasonable opportunity to take
2 their meal periods, and regularly impeded or discouraged Plaintiff, the Class and the Aggrieved
3 Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their
4 fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no
5 later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendant also failed
6 to maintain accurate records of meal periods taken by Plaintiff, the Class and the Aggrieved
7 Employees.

8 25. Throughout the time period involved in this case, Defendant failed to pay Plaintiff,
9 the Class and the Aggrieved Employees premium wages for meal periods that were missed, late,
10 interrupted, or shortened in violation of California law. Defendant knew or should have known
11 that Plaintiff, the Class and the Aggrieved Employees were entitled to receive all meal periods or
12 payment of one additional hour of pay at their regular rate of pay when a meal period was missed,
13 short, late, and/or interrupted. Notwithstanding this knowledge, Defendant routinely failed to
14 provide legally compliant meal periods to Plaintiff, the Class and the Aggrieved Employees, and
15 routinely failed to pay one additional hour of pay to Plaintiff, the Class and the Aggrieved
16 Employees at their regular rate of pay when a meal period was missed, short, late, and/or
17 interrupted.

18 26. Throughout the time period involved in this case, Defendant have implemented
19 policies and practices which prohibited Plaintiff, the Class and the Aggrieved Employees from
20 taking timely and duty-free rest periods. Defendant regularly failed to provide, authorize, and
21 permit Plaintiff, the Class and the Aggrieved Employees to take full, uninterrupted, off-duty rest
22 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
23 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
24 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
25 work period.

26 27. Throughout the time period involved in this case, Defendant failed to pay Plaintiff,
27 the Class and the Aggrieved Employees premium wages for rest periods that were missed, late,
28 interrupted, or shortened in violation of California law. Defendant knew or should have known

1 that Plaintiff, the Class and the Aggrieved Employees were entitled to receive all rest periods or
2 payment of one additional hour of pay at their regular rate of pay when a rest period was missed,
3 short, late, and/or interrupted. Notwithstanding this knowledge, Defendant routinely failed to
4 authorize and permit Plaintiff, the Class and the Aggrieved Employees to take duty-free rest
5 periods, and failed to pay one additional hour of pay to Plaintiff, the Class and the Aggrieved
6 Employees at their regular rate of pay when a rest period was missed, short, late and/or
7 interrupted.

8 28. Throughout the time period involved in this case, Defendant implemented policies
9 that prohibited Plaintiff, the Class and the Aggrieved Employees from accurately recording the
10 actual time worked, resulting in a failure to pay Plaintiff, the Class and the Aggrieved Employees
11 all wages owed.

12 29. Throughout the time period involved in this case, Plaintiff, the Class and the
13 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
14 week.

15 30. Throughout the time period involved in this case, Defendant regularly failed to
16 pay all overtime compensation owed to Plaintiff, the Class and the Aggrieved Employees when
17 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single
18 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a
19 single work week. Defendant knew or should have known that Plaintiff, the Class and the
20 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
21 they were not receiving wages for overtime compensation.

22 31. Throughout the time period involved in this case, Defendant failed to pay overtime
23 to Plaintiff, the Class and the Aggrieved Employees for all overtime hours worked based on
24 regular rates of pay correctly calculated to include all applicable remuneration.

25 32. Throughout the time period involved in this case, Defendant regularly failed to
26 pay Plaintiff, the Class and the Aggrieved Employees at least minimum wages for all hours
27 worked. Defendant knew or should have known that Plaintiff, the Class and the Aggrieved
28 Employees were entitled to receive at least minimum wages for all hours worked and that they

1 were not receiving at least minimum wages for all hours worked. Defendant's failure to pay
2 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class and the Aggrieved
3 Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the
4 Class and the Aggrieved Employees to perform work off the clock.

5 33. Throughout the time period involved in this case, Defendant regularly failed to
6 pay Plaintiff, the Class and the Aggrieved Employees all wages owed to them upon discharge or
7 resignation. Defendant knew or should have known that Plaintiff, the Class and the Aggrieved
8 Employees were entitled to receive all wages owed to them upon termination within the time
9 permissible under California Labor Code section 202. Plaintiff, the Class and the Aggrieved
10 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
11 including overtime compensation and minimum wages within any time permissible under
12 California Labor Code section 202.

13 34. Throughout the time period involved in this case, Defendant regularly failed to
14 pay Plaintiff, the Class and the Aggrieved Employees all wages within any time permissible under
15 California law, including, *inter alia*, California Labor Code section 204. Defendant knew or
16 should have known that Plaintiff, the Class and the Aggrieved Employees were entitled to receive
17 all wages owed to them during their employment. Plaintiff, the Class and the Aggrieved
18 Employees did not receive payment of all wages, including overtime compensation, minimum
19 wages, and meal and rest period premiums.

20 35. Throughout the time period involved in this case, Defendant regularly failed to
21 provide complete or accurate wage statements to Plaintiff, the Class and the Aggrieved
22 Employees. Defendant knew or should have known that Plaintiff, the Class and the Aggrieved
23 Employees were entitled to receive complete and accurate wage statements in accordance with
24 California law, but, in fact, they did not receive complete and accurate wage statements from
25 Defendant. The deficiencies included, *inter alia*, the failure to include the total number of hours
26 worked, the actual gross wages earned, the correct rates of pay, and the address of the legal entity
27 of the employer.

28 36. Throughout the time period involved in this case, Defendant regularly failed to

1 keep complete or accurate payroll records for Plaintiff, the Class and the Aggrieved Employees.
2 Defendant knew or should have known that Defendant was required to keep complete and
3 accurate payroll records for Plaintiff, the Class and the Aggrieved Employees in accordance with
4 California law, but, in fact, did not keep complete and accurate payroll records.

5 37. Throughout the time period involved in this case, Defendant regularly failed to
6 maintain accurate records relating to Plaintiff's and the Class' work periods, meal periods, total
7 daily hours, hours per pay period, and applicable pay rates.

8 38. Throughout the time period involved in this case, Defendant failed to reimburse
9 Plaintiff, the Class and the Aggrieved Employees for all necessary business-related expenses,
10 including but not limited to cell phone data and usage. Defendant knew or should have known
11 that Defendant was required to reimburse Plaintiff, the Class and the Aggrieved Employees for
12 all necessary business-related expenses and costs, but, in fact, failed to do so in violation of
13 California law.

14 39. Throughout the time period involved in this case, Defendants regularly failed to
15 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved
16 Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
17 Employees were entitled to receive complete and accurate wage statements in accordance with
18 California law, but, in fact, they did not receive complete and accurate wage statements from
19 Defendant. The deficiencies included, *inter alia*, the failure to include the total number of hours
20 worked, the actual gross wages earned, the correct rates of pay, the correct number of piece-units
21 performed, and the identity of the legal entity of the employee

22 40. Throughout the time period involved in this case, Defendant knew or should have
23 known that they had a duty to compensate Plaintiff, the Class and the Aggrieved Employees
24 pursuant to California law. Defendant had the financial ability to pay such compensation, but
25 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the
26 Class and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
27 Defendant's profits.

28 41. California Labor Code section 218 states that nothing in Article 1 of the Labor

1 Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due
2 to him [or her] under this article.”

3 **FIRST CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 510, 1194, and 1198)**

5 **(Against All Defendants)**

6 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
7 every allegation set forth above.

8 43. California Labor Code section 1198 and the applicable Industrial Welfare
9 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
10 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
11 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

12 44. Specifically, the applicable IWC Wage Order provides that Defendant is and was
13 required to pay Plaintiff and the other Class Members employed by Defendant, and working more
14 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-
15 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours
16 in a workweek.

17 45. The applicable IWC Wage Order further provides that Defendant is and was
18 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
19 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
20 in excess of eight (8) hours on the seventh day of work in a workweek.

21 46. California Labor Code section 510 codifies the right to overtime compensation at
22 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
23 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
24 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
25 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

26 47. During the relevant time period, Plaintiff and the other Class Members regularly
27 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

28 48. Plaintiff and similarly situated employees worked more minutes per shift than

1 Defendants credited them with having worked.

2 49. Defendants “rounded” down or “shaved” Plaintiff and similarly situated
3 employees’ total daily hours worked to the nearest quarter of an hour at the clock-in and clock-
4 out times, to the benefit of Defendants without Plaintiff and similarly situated employees being
5 paid wages for this time. Plaintiff and other similarly situated employees were not paid for this
6 time. The foregoing resulted in time during each workday which Plaintiff and similarly situated
7 employees were under control of Defendants, but were not compensated at their overtime rate of
8 pay when they worked more than eight hours in a day or 40 hours in a week, in violation of Labor
9 Code sections 510, 1194, and 1198.

10 50. During the relevant time period, Defendant intentionally and willfully failed to pay
11 overtime wages owed to Plaintiff and the other Class Members.

12 51. Defendant’s failure to pay Plaintiff and the other Class Members the unpaid
13 balance of overtime compensation, as required by California laws, violates the provisions of
14 California Labor Code sections 510 and 1198, and is therefore unlawful.

15 52. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
16 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
17 attorneys’ fees.

18 **SECOND CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 226.7 and 512(a))**

20 **(Against All Defendants)**

21 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
22 every allegation set forth above.

23 54. At all relevant times, the relevant IWC Order and California Labor Code sections
24 226.7 and 512(a) were applicable to Plaintiff and the other Class Members’ employment by
25 Defendant.

26 55. At all relevant times, California Labor Code section 226.7 provides that no
27 employer shall require an employee to work during any meal or rest period mandated by an
28 applicable order of the California IWC.

1 56. At all relevant times, the applicable IWC Wage Order and California Labor Code
2 section 512(a) provide that an employer may not require, cause or permit an employee to work
3 for a work period of more than five (5) hours per day without providing the employee with a meal
4 period of not less than thirty (30) minutes, except that if the total work period per day of the
5 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
6 both the employer and employee.

7 57. At all relevant times, California Labor Code section 512(a) further provides that
8 an employer may not require, cause or permit an employee to work for a work period of more
9 than ten (10) hours per day without providing the employee with a second uninterrupted meal
10 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
11 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
12 the employee only if the first meal period was not waived.

13 58. During the relevant time period, Plaintiff and the other Class Members who were
14 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
15 legally-mandated meal periods by mutual consent, were required to work for periods longer than
16 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

17 59. During the relevant time period, Plaintiff and the other Class Members who were
18 scheduled to work for a period of time in excess of ten (10) hours were required to work for
19 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
20 thirty (30) minutes.

21 60. During the relevant time period, Defendants “rounded” down or “shaved” Plaintiff
22 and similarly situated employees’ total number of hours (or fraction thereof) in which they took
23 lunch. This policy of rounding meal periods made it such that Plaintiff and other similarly situated
24 employees were not provided with legally compliant meal breaks and were not paid meal period
25 premiums for any meal breaks that were less than thirty (30) minutes in duration.

26 61. During the relevant time period, Defendant intentionally and willfully required
27 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
28 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class

1 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

2 62. During the relevant time period, Defendant failed to pay Plaintiff and the other
3 Class Members the full meal period premiums due pursuant to California Labor Code section
4 226.7.

5 63. Defendant's conduct violates the applicable IWC Wage Order and California
6 Labor Code sections 226.7 and 512(a).

7 64. Pursuant to the applicable IWC Wage Order and California Labor Code section
8 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one
9 additional hour of pay at the employee's regular rate of compensation for each work day that the
10 meal period was not provided.

11 **THIRD CAUSE OF ACTION**

12 **(Violation of California Labor Code § 226.7)**

13 **(Against All Defendants)**

14 65. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
15 every allegation set forth above.

16 66. At all times herein set forth, the applicable IWC Wage Order and California Labor
17 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
18 Defendant.

19 67. At all relevant times, California Labor Code section 226.7 provides that no
20 employer shall require an employee to work during any rest period mandated by an applicable
21 order of the California IWC.

22 68. At all relevant times, the applicable IWC Wage Order provides that "[e]very
23 employer shall authorize and permit all employees to take rest periods, which insofar as
24 practicable shall be in the middle of each work period" and that the "rest period time shall be
25 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
26 hours or major fraction thereof unless the total daily work time is less than three and one-half
27 (3.5) hours."

28 69. During the relevant time period, Defendant required Plaintiff and other Class

1 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
2 period per each four (4) hour period worked.

3 70. During the relevant time period, Defendant willfully required Plaintiff and the
4 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
5 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
6 Members to take uninterrupted, duty-free rest breaks.

7 71. During the relevant time period, Defendant failed to pay Plaintiff and the other
8 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
9 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
10 other Class Members from taking uninterrupted rest periods.

11 72. Defendant's conduct violates applicable IWC Wage Orders and California Labor
12 Code section 226.7.

13 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section
14 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one
15 additional hour of pay at the employees' regular hourly rate of compensation for each work day
16 that the rest period was not provided.

17 **FOURTH CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

19 **(Against All Defendants)**

20 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 75. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
23 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
24 the minimum so fixed is unlawful.

25 76. During the relevant time period, Defendant regularly failed to pay minimum wage
26 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections
27 1194, 1197, and 1197.1.

28 77. Defendant's failure to pay Plaintiff and the other Class Members the minimum

1 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
2 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
3 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
4 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

5 78. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
6 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
7 unpaid and interest thereon.

8 **FIFTH CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 201, 202, 203)**

10 **(Against All Defendants)**

11 79. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
12 every allegation set forth above.

13 80. At all relevant times herein set forth, California Labor Code sections 201 and 202
14 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
15 discharge are due and payable immediately, and if an employee quits his or her employment, his
16 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
17 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
18 the employee is entitled to his or her wages at the time of quitting.

19 81. During the relevant time period, the employment of Plaintiff and many other Class
20 Members with Defendant ended, *i.e.* was terminated by quitting or discharge. Defendant
21 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
22 employed by Defendant all of their wages, earned and unpaid, including but not limited to
23 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
24 leaving Defendant's employ.

25 82. Defendant's failure to pay Plaintiff and other Class Members who are no longer
26 employed by Defendant their wages, earned and unpaid, within seventy-two (72) hours of their
27 leaving Defendant's employ, is in violation of California Labor Code sections 201 and 202.

28 83. California Labor Code section 203 provides that if an employer willfully fails to

1 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
2 continue as a penalty from the due date thereof at the same rate until paid or until an action is
3 commenced; but the wages shall not continue for more than thirty (30) days.

4 84. Plaintiff and other Class Members who are no longer employed by Defendant are
5 entitled to recover from Defendant the statutory penalty wages for each day they were not paid,
6 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

7 **SIXTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 204 and 210)**

9 **(Against All Defendants)**

10 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
11 every allegation set forth above.

12 86. At all times herein set forth, California Labor Code section 204 provides that all
13 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
14 calendar month, other than those wages due upon termination of an employee, are due and payable
15 between the 16th and 26th day of the month during which the labor was performed.

16 87. At all times herein set forth, California Labor Code section 204 provides that all
17 wages earned by any person in any employment between the 16th and the last day, inclusive, of
18 any calendar month, other than those wages due upon termination of an employee, are due and
19 payable between the 1st and the 10th day of the following month.

20 88. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned for labor in excess of the normal work period shall be paid no later than the payday
22 for the next regular payroll period.

23 89. During the relevant time period, Defendant intentionally and willfully failed to pay
24 Plaintiff and other Class Members all wages due to them, within any time period permissible
25 under California Labor Code section 204.

26 90. Plaintiff and other Class Members are entitled to recover all available remedies for
27 Defendant's violations of California Labor Code section 204, including statutory penalties
28 pursuant to Labor Code section 210(b).

1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2800 and 2802)**

3 **(Against All Defendants)**

4 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 92. Pursuant to California Labor Code sections 2800 and 2802, an employer must
7 reimburse its employee for all necessary expenditures incurred by the employee in direct
8 consequence of the discharge of his or her job duties or in direct consequence of his or her job
9 duties or in direct consequence of his or her obedience to the directions of the employer.

10 93. Plaintiff and the Class incurred necessary business-related expenses and costs that
11 were not fully reimbursed by Defendant. Defendant's failure to reimburse for all necessary
12 business-related expenses and costs included their failure to reimburse Plaintiff and the Class for
13 costs incurred as a result of, including but not limited to, simple negligence.

14 94. Defendant has intentionally and willfully failed to reimburse Plaintiff and the
15 Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to
16 recover from Defendant their business-related expenses and costs incurred during the course and
17 scope of their employment, plus interest accrued from the date on which the employee incurred
18 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

21 **(Against All Defendants)**

22 95. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above.

24 96. Defendant's conduct, as alleged herein, has been, and continues to be, unfair,
25 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendant's
26 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
27 within the meaning of Code of Civil Procedure section 1021.5.

28 97. Defendant's activities as alleged herein are violations of California law, and

1 constitute unlawful business acts and practices in violation of California Business & Professions
2 Code section 17200, *et seq.*

3 98. A violation of California Business & Professions Code section 17200, *et seq.* may
4 be predicated on the violation of any state or federal law. In this instant case, Defendant's policies
5 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
6 paying them proper compensation violate California Labor Code sections 510 and 1198.
7 Additionally, Defendant's policies and practices of requiring employees, including Plaintiff and
8 the Class, to work through their meal and rest periods without paying them proper compensation
9 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendant's policies and
10 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
11 sections 201, 202, 203 and 204.

12 99. Defendant also violated California Labor Code sections 221, 226(a), 1194, 1197,
13 1197.1, 510, 1174(d), 2800, and 2802.

14 100. As a result of the herein described violations of California law, Defendant
15 unlawfully gained an unfair advantage over other businesses.

16 101. Plaintiff and the Class have been personally injured by Defendant's unlawful
17 business acts and practices as alleged herein, including but not necessarily limited to the loss of
18 money and/or property.

19 102. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
20 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendant
21 during a period that commences four years prior to the filing of this Complaint; an award of
22 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable
23 laws; and an award of costs.

24 **NINTH CAUSE OF ACTION**

25 **Violation of California Labor Code §§ 226(a), 558, and 558.1**

26 **(Failure to Provide Accurate Wage Statements)**

27 **(Against All Defendants)**

28 103. Plaintiff incorporates by reference and re-alleges as if full stated herein each and

1 every allegation set forth above.

2 104. California Labor Code section 226(a) provides that every employer shall furnish
3 each of his or her employees an accurate itemized statement in writing showing (1) gross wages
4 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
5 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
6 that all deductions made on written orders of the employee may be aggregated and shown as one
7 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid,
8 (7) the name of the employee and his or her social security number, (8) the name and address of
9 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
10 period and the corresponding number of hours worked at each hourly rate by the employee. The
11 deductions made from payments of wages shall be recorded in ink or other indelible form,
12 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
13 deductions shall be kept on file by the employer for at least three years at the place of employment
14 or at a central location within the State of California.

15 105. Defendant has intentionally and willfully failed to provide Plaintiff and the Class
16 with complete and accurate wage statements. The deficiencies include but are not limited to the
17 failure to list the total number of hours worked, the actual gross wages earned, the correct rates
18 of pay, and the address of the legal entity of the employer.

19 106. Because of Defendants' violation of California Labor Code section 226(a),
20 Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

21 107. More specifically, Plaintiff and the Class have been injured by Defendants'
22 intentional and willful violation of California Labor Code section 226(a) because they were
23 denied both their legal right to receive, and their protected interest in receiving, accurate and
24 itemized wage statements pursuant to California Labor Code section 226(a).

25 108. Plaintiff and the Class are entitled to recover from Defendants the greater of their
26 actual damages caused by Defendants' failure to comply with California Labor Code section
27 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

28 109. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance

1 with this section, pursuant to California Labor Code section 226(g).

2 **TENTH CAUSE OF ACTION**

3 **Violation of California Labor Code § 2699, Et Seq.**

4 **(Against All Defendants)**

5 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

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

12 112. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
13 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
14 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess
15 a civil penalty.

16 113. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
17 employees” as defined by California Labor Code section 2699(c) in that they are all current or
18 former employees of Defendants, and one or more of the alleged violations was committed against
19 them. As set forth in detail above, during all times relevant to this Action, Defendants have
20 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
21 Codes by:

22 **Failure to Pay Overtime**

23 114. Defendants’ failure to pay legally required overtime wages to Plaintiff and the
24 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
25 activity prohibited by California Labor Code sections 204, 510, 1194 and 1198.

26 **Failure to Provide Meal Periods**

27 115. Defendants’ failure to provide legally required meal periods to Plaintiff and the
28 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair

1 activity prohibited by California Labor Code sections 226.7 and 512(a).

2 **Failure to Provide Rest Periods**

3 116. Defendants' failure to provide legally required rest periods to Plaintiff and the
4 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
5 activity prohibited by California Labor Code section 226.7 and 512.

6 **Failure to Pay Minimum Wages**

7 117. Defendants' failure to pay legally required minimum wages to Plaintiff and the
8 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
9 activity prohibited by California Labor Code sections 1194, 1197, 1197.1 and 1198.

10 **Failure to Timely Pay Wages Upon Termination**

11 118. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
12 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes
13 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

14 **Failure to Timely Pay Wages During Employment**

15 119. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
16 employees during employment in accordance with Labor Code section 204 constitutes unlawful
17 and/or unfair activity prohibited by California Labor Code section 204.

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

19 120. Defendants' failure to provide complete and accurate wage statements to Plaintiff
20 and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes
21 unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

22 **Failure to Keep Complete and Accurate Payroll Records**

23 121. Defendants' failure to keep complete and accurate payroll records relating to
24 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
25 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
26 1174(d).

27 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

28 122. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for

1 necessary business-related expenses and costs in accordance with California Labor Code sections
2 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
3 sections 2800 and 2802.

4 123. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
5 individually and on behalf of the Aggrieved Employees and the State of California, requests and
6 is entitled to recover penalties against Defendants for the Labor Code violations described above,
7 including but not limited to penalties under California Code of Regulations Title 8 section 11010,
8 penalties under California Labor Code sections 2699, 558, 210, 351, 1197.1, 226, 226.3, 226.8,
9 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California
10 Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an
11 amount to be shown according to proof at trial.

12 124. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
13 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
14 Workforce Development Agency for the enforcement of labor laws and education of employers
15 and employees about their rights and responsibilities and twenty-five percent (25%) to the
16 aggrieved employees.

17 125. Plaintiff has exhausted her administrative remedies pursuant to Labor Code
18 section 2699.3. On January 2, 2024, Plaintiff, through her counsel of record, filed online with the
19 Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants,
20 notice of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have
21 violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring
22 a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor
23 Code section 2699.3.

24 126. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
25 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
26 statute.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general

1 public similarly situated, prays for relief and judgment against Defendant, jointly and severally,
2 as follows:

3 **Class Certification**

- 4 1. That this action be certified as a class action;
- 5 2. That Plaintiff be appointed as the representative of the Class;
- 6 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 7 4. That Defendant provide to Class Counsel immediately the names and most
8 current/last known contact information (address, e-mail and telephone numbers) of all class
9 members.

10 **As to the First Cause of Action**

- 11 5. That the Court declare, adjudge and decree that Defendant violated California
12 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
13 all overtime wages due to Plaintiff and other Class Members;
- 14 6. For general unpaid wages at overtime wage rates and such general and special
15 damages as may be appropriate;
- 16 7. For pre-judgment interest on any unpaid overtime compensation commencing
17 from the date such amounts were due;
- 18 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Labor Code section 1194; and
- 20 9. For such other and further relief as the Court may deem just and proper.

21 **As to the Second Cause of Action**

- 22 10. That the Court declare, adjudge and decree that Defendant violated California
23 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
24 provide all meal periods (including second meal periods) to Plaintiff and the Class;
- 25 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
26 each employee's regular rate of compensation for each workday that a meal period was not
27 provided;
- 28 12. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 13. For premium wages pursuant to California Labor Code section 226.7;

3 14. For pre-judgment interest on any unpaid wages from the date such amounts were
4 due;

5 15. For reasonable attorneys' fees and costs of suit incurred herein; and

6 16. For such other and further relief as the Court may deem just and proper.

7 **As to the Third Cause of Action**

8 17. That the Court declare, adjudge and decree that Defendant violated California
9 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
10 periods to Plaintiff and the Class;

11 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
12 each employee's regular rate of compensation for each workday that a rest period was not
13 provided;

14 19. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 20. For premium wages pursuant to California Labor Code section 226.7;

17 21. For pre-judgment interest on any unpaid wages from the date such amounts were
18 due; and

19 22. For such other and further relief as the Court may deem just and proper.

20 **As to the Fourth Cause of Action**

21 23. That the Court declare, adjudge and decree that Defendant violated California
22 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
23 Plaintiff and the Class;

24 24. For general unpaid wages and such general and special damages as may be
25 appropriate;

26 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
27 Plaintiff and the Class in the amount as may be established according to proof at trial;

28 26. For pre-judgment interest on any unpaid compensation from the date such amounts

1 were due;

2 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code section 1194(a);

4 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

5 29. For such other and further relief as the Court may deem just and proper.

6 **As to the Fifth Cause of Action**

7 30. That the Court declare, adjudge and decree that Defendant violated California
8 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
9 time of termination of the employment of Plaintiff and other Class Members no longer employed
10 by Defendant;

11 31. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 32. For statutory wage penalties pursuant to California Labor Code section 203 for
14 Plaintiff and other Class Members who have left Defendant's employ;

15 33. For pre-judgment interest on any unpaid compensation from the date such amounts
16 were due; and

17 34. For such other and further relief as the Court may deem just and proper.

18 **As to the Sixth Cause of Action**

19 35. That the Court declare, adjudge and decree that Defendant violated California
20 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
21 California Labor Code section 204 to Plaintiff and the Class;

22 36. For statutory penalties pursuant to California Labor Code section 210;

23 37. For such other and further relief as the Court deems just and proper.

24 **As to the Seventh Cause of Action**

25 38. That the Court declare, adjudge and decree that Defendant violated California
26 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for
27 all necessary business-related expenses as required by California Labor Code sections 2800 and
28 2802;

1 39. For actual, consequential and incidental losses and damages, according to proof;

2 40. For the imposition of civil penalties and/or statutory penalties;

3 41. For reasonable attorneys' fees and costs of suit incurred herein; and

4 42. For such other and further relief as the Court may deem just and proper.

5 **As to the Eighth Cause of Action**

6 43. That the Court declare, adjudge and decree that Defendant violated California
7 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class
8 all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff
9 and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay
10 Plaintiff's and other Class Members' wages timely as required by California Labor Code section
11 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and
12 2802;

13 44. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment
14 interest from the day such amounts were due and payable;

15 45. For the appointment of a receiver to receive, manage and distribute any and all
16 funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant
17 as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

18 46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Code of Civil Procedure section 1021.5;

20 47. For injunctive relief to ensure compliance with this section, pursuant to California
21 Business and Professions Code sections 17200, *et seq.*; and

22 48. For such other and further relief as the Court may deem just and proper.

23 **As to the Ninth Cause of Action**

24 49. That the Court declare, adjudge and decree that Defendants violated the record
25 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
26 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
27 thereto;

28 50. For actual, consequential and incidental losses and damages, according to proof;

1 51. For statutory penalties pursuant to California Labor Code section 226(e); and

2 52. For such other and further relief as the Court may deem just and proper.

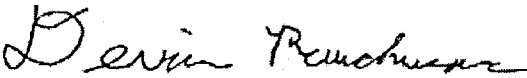
3 **As to the Tenth Cause of Action**

4 53. For civil penalties and wages pursuant to California Labor Code sections 2699(a),
5 (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections
6 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
7 2802; and

8 54. For such other and further relief as the Court may deem just and proper

9
10 Dated: January 11, 2024

DOMB & RAUCHWERGER, LLP

11
12 By: 

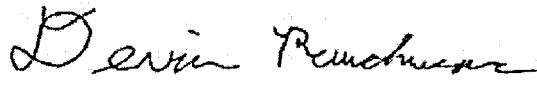
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14 DEVIN RAUCHWERGER
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16 Attorneys for Plaintiff
17 Desiree Vasquez
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: January 11, 2024

DOMB & RAUCHWERGER, LLP

By: 

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