

KENNETH H. YOON (State Bar No. 198443)
STEPHANIE E. YASUDA (State Bar No. 265480)
YOON LAW, APC
751 N. Fair Oaks Ave., Suite 102
Pasadena, California 91103
Telephone: (213) 612-0988
Facsimile: (213) 947-1211

Attorneys for Plaintiff Cynthia Wilson

Electronically Filed
5/7/2024 4:15 PM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Natalie Rudel, Deputy

\$1,000.00 PAID
\$435.00 PAID

This case has been assigned to Judge Mayne, John R
Dept. 21
Department _____, for all purposes including Trial.

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

CYNTHIA WILSON, on behalf of herself and
other current and former employees,

Plaintiff,
v.

SUTTER HEALTH, an entity unknown;
HSS, Inc., an unknown corporation;
HSS, LLC, an unknown limited liability
company;
HSS Security, LLC, an unknown limited
liability company;
Tarian Group, Inc., an unknown corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CV-24-003489

**CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES AND
PENALTIES FOR:**

- (1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**
- (2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**
- (3) VIOLATION OF LABOR CODE
SECTION 226;**
- (4) VIOLATION OF LABOR CODE
SECTIONS 201-204;**
- (5) VIOLATION OF LABOR CODE
SECTION 2698 *et. seq.*;**
- (6) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Cynthia Wilson (“Plaintiff”) hereby submits her Class Action and
2 Representative Action Complaint for Penalties against Defendants Sutter Health, HSS, Inc.,
3 HSS, LLC, HSS Security, LLC, and Tarian Group, Inc., and DOES 1 through 50, inclusive
4 (collectively, “Defendants”), on behalf of herself and other current and former employees of
5 Defendants for meal period and rest break wages, minimum and overtime wages, and penalties
6 as follows:

7 **INTRODUCTION**

8 1. This class action and representative action is brought pursuant to Labor Code §§
9 201 to 204, 226, 226.7, 510, 512, 1194, 2698 *et seq.* (the Private Attorneys General Act of
10 2004 (“PAGA”)); Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (codified as
11 California Code of Regulations Title 8 § 11050), and Business and Professions Code § 17200
12 *et seq.* (Unfair Competition Law (“UCL”)).

13 2. This Complaint challenges Defendants’ systemic illegal employment practices
14 resulting in violations of the stated provisions of the Labor Code and corresponding IWC
15 Wage Order against the identified class of employees and group of aggrieved employees.

16 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
17 severally acted intentionally and with deliberate indifference and conscious disregard to the
18 rights of all employees in (1) failing to provide all meal periods and rest breaks, (2) failing to
19 pay all minimum and overtime wages, (3) failing to reimburse for all necessary business-
20 related costs and expenses, (4) failing to provide accurate wage statements, and (5) failing to
21 pay all wages due and owing upon termination of employment.

22 4. This Complaint is timely filed, in accordance with the limitations period
23 provided by Code of Civ. Pro. section 340(a). On February 23, 2024, Plaintiff provided written
24 notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends
25 were violated, and the theories supporting the contentions. To date, she has not received a
26 response.

27 **JURISDICTION AND VENUE**

28 5. This class action is brought pursuant to California Code of Civil Procedure §

382. This representative action is brought pursuant to PAGA. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

6. This Court has jurisdiction over this action pursuant to California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

7. This Court has jurisdiction over the violations of PAGA and Labor Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, and the IWC Wage Order.

8. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

10. Plaintiff Cynthia Wilson is an individual residing in the State of California. Plaintiff was formerly employed by Defendants in a non-exempt, hourly-paid position during the relevant time period.

11. Defendant Sutter Health is an unknown business entity organized and existing under the laws of California, licensed to do business and actually doing business in the State of California, including the County of Stanislaus.

12. Defendant HSS, Inc. is an unknown corporation organized and existing under the laws of Colorado, licensed to do business and actually doing business in the State of California, including the County of Stanislaus.

13. Defendant HSS, LLC is an unknown limited liability company organized and existing under the laws of Colorado, licensed to do business and actually doing business in the

1 State of California, including the County of Stanislaus.

2 **14.** Defendant HSS Security, LLC is an unknown limited liability company
3 organized and existing under the laws of Colorado, licensed to do business and actually doing
4 business in the State of California, including the County of Stanislaus.

5 **15.** Defendant HSS, LLC is an unknown limited liability company organized and
6 existing under the laws of Colorado, licensed to do business and actually doing business in the
7 State of California, including the County of Stanislaus.

8 **16.** Defendant Tarian Group, Inc. is an unknown corporation organized and existing
9 under the laws of Florida, licensed to do business and actually doing business in the State of
10 California, including the County of Stanislaus.

11 **17.** Plaintiff does not know the true names or capacities, whether individual, partner
12 or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
13 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend
14 this complaint when the true names and capacities are known. Plaintiff is informed and
15 believes and thereon alleges that each of Defendants designated as a DOE was responsible in
16 some way for the matters alleged herein and proximately caused Plaintiff and members of the
17 general public and the group of aggrieved employees to be subject to the illegal employment
18 practices, wrongs and injuries complained of herein.

19 **18.** At all times herein mentioned, Defendants, and each of them, were agents,
20 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
21 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
22 the course and scope of their authority as such agents, partners, joint venturers, representatives,
23 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
24 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
25 authorization and consent of each Defendant designated herein.

26 **19.** As such, and based upon all the facts and circumstances incident to Defendants'
27 business in California, Defendants are subject to Labor Code §§ 201 to 204, 226, 226.7, 510,
28 512, 1194, PAGA, and the IWC Wage Order.

1 **CLASS ACTION ALLEGATIONS**

2 **20. Definition:** Plaintiff seeks class certification pursuant to California Code of
3 Civil Procedure § 382 of a class of all non-exempt employees of Defendants who worked in
4 California during the period from December 10, 2019¹ to the present, including the following
5 Subclasses:

6 a) **Meal Period Subclass:** all non-exempt employees of Defendants who
7 worked one or more shifts in excess of six (6) hours in California during
8 the period from December 10, 2019 to the present;

9 **As an alternative to Subclass (a):** all non-exempt employees of Defendants
10 who worked one or more shifts in excess of six (6) hours in California
11 without receiving a 30-minute break during which they were relieved of
12 all duties, during the period from December 10, 2019 to the present;

13 b) **Rest Break Subclass:** all non-exempt employees of Defendants who
14 worked one or more shifts of three and one-half (3.5) hours or more in
15 California during the period from December 10, 2019 to the present;

16 **As an alternative to Subclass (b):** all non-exempt employees of Defendants
17 who worked one or more shifts of three and one-half (3.5) hours or more
18 in California without receiving all required paid 10-minute breaks during
19 which they were relieved of all duties, during the period December 10,
20 2019 to the present;

21 c) **Overtime Subclass:** all non-exempt employees of Defendants who
22 worked one or more shifts in excess of eight (8) hours in a day or forty
23 (40) hours in a workweek in California during the period from
24 December 10, 2019 to the present;

25 **As an alternative to Subclass (c):** all non-exempt employees of Defendants
26 who worked one or more shifts in excess of eight (8) hours in a day or

27 ¹ Pursuant to Emergency Rule 9 of the Judicial Council of California's emergency rules
28 related to the COVID-19 pandemic, "[n]otwithstanding any other law, the statutes of
limitations and repose for civil causes of action that exceed 180 days are tolled from April 6,
2020, until October 1, 2020."

forty (40) hours in a workweek in California and were not properly paid all overtime wages during the period from December 10, 2019 to the present;

d) **Minimum Wage Subclass** all Defendants' non-exempt employees who worked in California and were not properly paid all minimum wages during the period from December 10, 2019 to the present;

e) **Shaved Time Subclass:** all Defendants' non-exempt employees who worked in California and who were not paid for all recorded hours worked during the period from December 10, 2019 to the present;

f) **Wage Statement Subclass:** all Defendants' non-exempt employees who worked in California and received an itemized wage statement during the period of May 6, 2021 to the present;

g) **Terminated Employee Subclass:** all Defendants' non-exempt employees who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of May 6, 2021 to the present;

21. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by objective, easily understood terms contained within the Class and Subclass definitions, and by review of Defendants' records, including payroll records.

22. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

23. Defendants administered a corporate policy, practice and/or procedure of (1) failing to pay all minimum and overtime wages; (2) failing to pay wages for all recorded hours worked; (3) failing to provide meal periods and rest breaks; (4) failing to provide accurate

1 wage statements; (5) failing to timely pay all wages due and owing upon termination of
2 employment; and (6) engaging in unfair business practices. Plaintiff alleges this corporate
3 conduct is accomplished with the advance knowledge and designed intent to willfully withhold
4 appropriate wages for work performed members of the Class.

5 **24. Common Question of Law and Fact:** There are predominant common
6 questions of law and fact and a community of interest amongst Plaintiff and the claims of the
7 Class concerning whether Defendants' policies and practices regularly denied Class Members
8 minimum and overtime wages, meal periods and rest breaks, wages for all recorded hours
9 worked, accurate wage statements, and wages upon termination of employment.

10 **25. Typicality:** The claims of Plaintiff are typical of the claims of all members of
11 the Class. Plaintiff is a member of the Class and has suffered the alleged violations of Labor
12 Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, IWC Wage Order 5-2001, and the UCL.
13 Plaintiff worked at least one shift in excess of six hours during which she was not provided all
14 duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5 hours or
15 greater during which she was not authorized and permitted all duty-free, legally mandated rest
16 breaks. Plaintiff worked at least one shift in excess of eight hours and one workweek in excess
17 of 40 hours during which she was not paid all minimum and overtime wages. Plaintiff's
18 recorded time worked for which she was not paid. Plaintiff received wage statements during
19 her employment. Plaintiff's employment terminated during the statutory period and Plaintiff
20 was not timely paid all wages due and owing her upon termination.

21 **26.** The Labor Code upon which Plaintiff bases her claims is broadly remedial in
22 nature. These laws and labor standards serve an important public interest in establishing
23 minimum working conditions and standards in California. These laws and labor standards
24 protect the average working employee from exploitation by employers who may seek to take
25 advantage of superior economic and bargaining power in setting onerous terms and conditions
26 of employment.

27 **27.** The nature of this action and the format of laws available to Plaintiff and
28 members of the Class identified herein make the class action format a particularly efficient and

1 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
2 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
3 advantage since it would be able to exploit and overwhelm the limited resources of each
4 individual plaintiff with their vastly superior financial and legal resources. Requiring each
5 Class Member to pursue an individual remedy would also discourage the assertion of lawful
6 claims by employees who would be disinclined to file an action against their former and/or
7 current employer for real and justifiable fear of retaliation and permanent damage to their
8 careers at subsequent employment.

9 **28.** The prosecution of separate actions by the individual Class Members, even if
10 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
11 respect to individual Class Members against the Defendants and which would establish
12 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with
13 respect to individual Class Members which would, as a practical matter, be dispositive of the
14 interest of the other Class Members not parties to the adjudications or which would
15 substantially impair or impede the ability of the Class Members to protect their interests.
16 Further, the claims of the individual members of the Classes are not sufficiently large to
17 warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

18 **29.** Such a pattern, practice and administration of corporate policy regarding illegal
19 employee compensation described herein is unlawful and creates an entitlement to recovery by
20 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full
21 amount of minimum and overtime wages, reimbursements, meal period and rest break
22 premiums, and penalties, including interest thereon, attorneys' fees and costs of suit, as well as
23 consequential damages.

24 **30.** Proof of a common business practice or factual pattern, which Plaintiff
25 experienced and is representative of, will establish the right of each Class Member to recovery
26 on the causes of action alleged herein.

27 **31.** The Class is commonly entitled to a specific fund with respect to the
28 compensation illegally and unfairly retained by Defendants. This action is brought for the

benefit of the entirety of all Class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226.7

REGARDING MEAL PERIOD AND REST BREAK WAGES

**(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND
SUBCLASSES (a), (b), (f), and (g))**

32. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as though fully set forth herein.

33. In accordance with the mandates of the California Labor Code and the applicable IWC Wage Order, Plaintiff and the Class and Subclasses (a), (b), (f), and (g) had the right to take a 10-minute rest break for every four (4) hours worked or major fraction thereof, and a 30-minute meal period for every five (5) hours worked.

34. As a pattern and practice, Defendants regularly did not provide Plaintiff and the Class and Subclasses (a), (b), (f), and (g) with all required meal periods and rest breaks and did not provide proper compensation for this failure. Defendants failed to relieve Plaintiff and the Class and Subclasses (a), (b), (f), and (g) of duty for meal periods and rest breaks. Meal periods were short, late, and/or missing, and improperly recorded. Defendants also required Plaintiff and the Class and Subclasses (a), (b), (f), and (g) to take on-duty meal breaks, in violation of law.

35. Defendants' policy of failing to provide Plaintiff and the Class and Subclasses (a), (b), (f), and (g) with all legally-mandated meal periods and rest breaks is a violation of California law.

36. Defendants willfully failed to pay employees whom they did provide the opportunity to take meal periods and rest breaks the premium compensation set out in Labor Code § 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses (a), (b), (f), and (g) are owed wages for meal period and rest break premiums as set forth above.

37. Such a pattern, practice and administration of corporate policy as described

herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (a), (b), (f), and (g) identified herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, including interest, attorneys' fees, and costs of suit.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 1194

REGARDING OVERTIME AND MINIMUM WAGES

**(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND
SUBCLASSES (c), (d), (e), (f), and (g))**

38. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as though fully set forth herein.

39. At all times relevant herein, Defendants were required to compensate their non-exempt employees' minimum wages for all hours worked and overtime wages for all hours worked over eight (8) hours in a day or forty (40) hours in a workweek.

40. As a pattern and practice, Defendants regularly failed to compensate Plaintiff and the Class and Subclasses (c), (d), (e), (f), and (g) for all hours worked, including recorded hours worked, resulting in a failure to pay all minimum wages and, where applicable, overtime wages.

41. This resulted in Plaintiff and the Class and Subclasses (c), (d), (e), (f), and (g) receiving total wages in an amount less than minimum wage and, when applicable, deprived Plaintiff and the Class and Subclasses (c), (d), (e), (f), and (g) of overtime wages.

42. Such a pattern, practice and administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and Subclasses (c), (d), (e), (f), and (g) in a civil action, for the unpaid balance of the full amount of minimum and overtime wages owing, including liquidated damages, interest, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 1194.

1 **THIRD CAUSE OF ACTION**
2 **VIOLATION OF LABOR CODE SECTION 226**
3 **REGARDING RECORD KEEPING**
4 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
5 **THE CLASS AND ALL SUBCLASSES**

6 **43.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 42 as
7 though fully set forth herein.

8 **44.** At all times relevant herein, Defendants were required to maintain accurate
9 records pursuant to the mandate of Labor Code § 226.

10 **45.** In violation of Labor Code § 226, Defendants failed in their affirmative
11 obligation to keep *accurate* records for their California employees. For example, as a result of
12 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
13 Plaintiff and the Class and Subclasses' gross wages earned, total hours worked, net wages
14 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.
15 Plaintiff received at least one such wage statement during his employment with Defendants.

16 **46.** Such a pattern, practice and uniform administration of corporate policy as
17 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
18 Class and Subclasses identified herein, in a civil action, for all damages and/or penalties
19 pursuant to Labor Code § 226, including interest thereon, penalties, reasonable attorneys' fees,
20 and costs of suit.

21 **FOURTH CAUSE OF ACTION**
22 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**
23 **REGARDING WAITING TIME PENALTIES**
24 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
25 **THE CLASS AND ALL SUBCLASSES)**

26 **47.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as
27 though fully set for herein.

28 **48.** At all times relevant herein, Defendants were required to pay their employees

all wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§ 201 to 204.

49. As a result of Defendants' alleged Labor Code violations alleged above, Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

50. The conduct of Defendants and their agents and employees as described herein was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by managerial employees of Defendants.

51. Defendants' willful failure to provide Plaintiff and the Class and all Subclasses the wages due and owing them upon separation from employment results in a continuation of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

FIFTH CAUSE OF ACTION

FOR VIOLATION OF PAGA

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED EMPLOYEES)

52. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 51 as though fully set forth herein.

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

54. On February 23, 2024, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends were violated, and the theories supporting her contentions. To date, she has not received a response.

1 55. Plaintiff and the other non-exempt employees are “aggrieved employees” as
2 defined by California Labor Code § 2699(c) in that they are all current or former employees of
3 Defendants, and one or more of the alleged violations was committed against them.

4 **Failure to Pay Minimum and Overtime Wages**

5 56. At all times relevant herein, Defendants were required to compensate their non-
6 exempt employees minimum wages for all hours worked and overtime wages for all hours
7 worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek, pursuant
8 to the mandate of Labor Code §§ 510, 1194, 1197, 1197.1, and 1198.

9 57. During the relevant time period, Plaintiff and other aggrieved employees
10 routinely worked in excess of 8 hours in a day and 40 hours in a week. Defendants failed to
11 compensate Plaintiff and other aggrieved employees for all hours worked, including recorded
12 hours worked and/or time “shaved” off of recorded hours worked. Thus, Defendants did not
13 provide aggrieved employees with the minimum and overtime wages to which they were
14 entitled despite constructive and actual knowledge of off-the-clock work.

15 **Failure to Provide Meal Periods and Rest Breaks**

16 58. In accordance with the mandates of the California Labor Code and the
17 applicable IWC Wage Order, Plaintiff and other aggrieved employees had the right to take a
18 10-minute rest break for every four (4) hours worked or major fraction thereof, and a 30-
19 minute meal period for every five (5) hours worked.

20 59. As a pattern and practice, failed to relieve Plaintiff and other aggrieved
21 employees of duty for meal periods and rest breaks. Meal periods were short, late, and/or
22 missing, and improperly recorded. Plaintiff and other aggrieved employees were required to
23 take on-duty meal breaks, in violation of law.

24 **Failure to Timely Pay Wages During Employment and Upon Termination**

25 60. At all times relevant herein, Defendants were required to pay their employees
26 all wages owed in a timely fashion at the end of employment pursuant to California Labor
27 Code §§ 201 to 203.

28 61. Further, Defendants were required to pay their employees all wages owed in a

1 timely fashion during employment, pursuant to the mandate of California Labor Code section
2 204. Section 204 requires that all wages earned by any person in any employment between the
3 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon
4 termination of an employee, are due and payable between the 16th and the 26th day of the
5 month during which the labor was performed, and that all wages earned by any person in any
6 employment between the 16th and the last day, inclusive, of any calendar month, other than
7 those wages due upon termination of an employee, are due and payable between the 1st and the
8 10th day of the following month. California Labor Code section 204 also requires that all
9 wages earned for labor in excess of the normal work period shall be paid no later than the
10 payday for the next regular payroll period.

11 **62.** As a result of Defendants' Labor Code violations alleged above, Defendants
12 failed to pay Plaintiff and the other similarly-situated employees all wages due to them within
13 any time period specified by California Labor Code section 204.

14 **63.** As a result of Defendants' Labor Code violations alleged above, Defendants
15 further failed to pay Plaintiff and the other similarly-situated former employees their final
16 wages pursuant to Labor Code §§ 201 to 203, and accordingly owe waiting time penalties
17 pursuant to Labor Code § 203.

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

19 **64.** At all times relevant herein, Defendants were required to keep *accurate* records
20 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and
21 1174(d).

22 **65.** As a result of Defendants' various Labor Code violations, Defendants failed to
23 keep accurate records regarding Plaintiff and other similarly-situated current and former
24 employees. For example, Defendants failed in their affirmative obligation to keep accurate
25 records regarding Plaintiff and other similarly-situated current and former employees' gross
26 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
27 number of hours worked at each hourly rate.

Damages

66. Pursuant to California Labor Code § 2699, Plaintiff, individually and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

67. Penalties under California Labor Code § 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

68. Penalties under California Labor Code § 210 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, plus 25% of the amount unlawfully withheld;

69. Penalties under Labor Code § 226.3 in the amount of two hundred fifty dollars (\$250) per employee per initial violation and one thousand dollars (\$1,000) per employee for each subsequent violation;

70. Penalties under Labor Code § 558 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

71. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

72. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes; and

73. Attorneys' fees and costs as permitted by law.

1 **FIFTH CAUSE OF ACTION**

2 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

4 **THE CLASS AND ALL SUBCLASSES)**

5 **74.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 73 as
6 though fully set for herein.

7 **75.** Defendants, and each of them, have engaged and continue to engage in unfair
8 and unlawful business practices in California by practicing, employing and utilizing the
9 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)
10 all overtime and minimum wages, (2) all meal period and rest break wages, (3) wages for all
11 recorded hours worked, (4) accurate wage statements, and (5) all wages due and owing upon
12 termination of employment.

13 **76.** Defendants' utilization of such business practices constitutes unfair, unlawful
14 competition and provides an unfair advantage over Defendants' competitors.

15 **77.** The acts complained of herein occurred within the last four years preceding the
16 filing of the complaint in this action.

17 **78.** Defendants have engaged in unlawful, deceptive and unfair business practices,
18 as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set
19 forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working
20 condition standards and conditions due to them under the California laws and IWC Wage
21 Orders as specifically described therein.

22 **79.** Plaintiff seeks, on her own behalf, and on behalf of other members of the Class
23 and Subclasses who are similarly situated, full restitution of monies, as necessary and
24 according to proof, to restore any and all monies withheld, acquired and/or converted by the
25 Defendants by means of the unfair practices complained of herein.

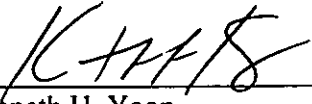
26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf
28 this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs;
5. Upon the Second Cause of Action, for all minimum wages owed and overtime wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code §203;
8. Upon the Fifth Cause of Action, for civil penalties pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, and 1198;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*; for an injunction to prohibit Defendants to engage in the unfair business practices complained of herein, for an injunction requiring Defendants to give notice to persons to whom restitution is owing of the means by which to file for restitution; and
10. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code §§ 210, 218.6, 226, 1194, 2699, and Code of Civil Procedure § 1021.5, and for such other and further relief the Court may deem just and proper.

1 DATED: May 6, 2024

YOON LAW, APC

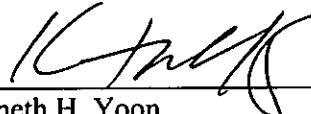
2
3 
4 Kenneth H. Yoon
Attorneys for Plaintiff Cynthia Wilson

5
6 **DEMAND FOR JURY TRIAL**

7 Plaintiff, for herself and the Class and aggrieved employees, hereby demands a jury trial
8 as provided by California law.
9

10 DATED: May 6, 2024

YOON LAW, APC

11
12 
13 Kenneth H. Yoon
Attorneys for Plaintiff Cynthia Wilson